

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
ANNUAL MEETING AGENDA  
January 5, 2016**

Fillmore County Courthouse, 101 Fillmore Street - Preston, MN

\*\*\*\*\*

Mitch Lentz - First District  
Randy Dahl - Second District

Harry Root – Third District  
Duane Bakke - Fourth District

Marc Prestby - Fifth District

-----

- 9:05 a.m. Pledge of Allegiance  
Call to order by Bobbie Jo Vickerman, Coordinator/Clerk of the Board  
Election of Board Chair and Vice Chair – Vickerman
- Approve Agenda  
Approve Consent Agenda:
1. December 22, 2015 County Board minutes.
  2. Payment of National Association of Counties’ invoice of \$450.00 (2015: \$450) for 2016 dues.
  3. Payment of Stantec Consulting Services, Inc invoice #990093 in the amount of \$1,693.13 for Greenleaf Community Sanitary Projection professional services for October 31, 2015 through December 4, 2015.
  4. Payment of Association of MN Counties’ invoice of \$10,835.00 (2015: \$10,446.00) for 2016 annual dues.
  5. Payment of Association of MN Counties’ invoice of \$1,246.00 (2015: \$1,201.00) for 2016 MN Association of County Social Service Administrators (MACSSA) annual dues.
  6. Payment of Association of MN Counties’ invoice of \$1,120.00 (2015: \$1,098.00) for 2016 Local Public Health Association (LPHA) annual dues.
  7. Merit increase for Neva Beier, Social Services Manager, to Merit Grade 38/ Step 6(F), effective 12/30/2015.
  8. Approval for Finance Officer Kandace Johnson to attend the MN Association of County Officers (MACO) annual conference with four overnights.
- Approve Commissioners’ Warrants  
Review Auditor’s Warrants
- 9:10 a.m. Shirl Boelter, Auditor/Treasurer
1. Review and consider 2016 County printing bid awards
  2. Review and consider Auditor’s warrant policy in accordance with MS 384.13
  3. Consider request from Cathy Nation and Marine Credit Union to subordinate septic loan position
- 9:20 a.m. Tom Kaase, Sheriff
1. Consider request to sell two (2) 2010 Chevy Impalas at auction
  2. Recognition of D.A.R.E. donations
- 9:30 a.m. Citizens Input
- 9:35 a.m. Brett Corson, Attorney
1. Consider request to extend Lee Novotny contract
- 9:45 a.m. Kristina Kohn, Human Resources Officer
1. Consider request to hire 0.5 FTE RN at Grade 9/Step 1, effective 1/8/16
  2. Consider request of out of class pay for interim Directors of Nursing in accordance with County Policies
  3. Consider request to hire replacement 0.8 FTE Assistant County Attorney at Grade 13/Step 1, effective 2/1/16 as recommended by the Hiring Committee
  4. Consider request to hire intermittent jailer effective 1/11/16 as recommended by the Hiring Committee

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**January 5, 2016 Annual Meeting Agenda**

**Page 2 of 2**

10:00 a.m. Bobbie Vickerman, Coordinator

1. Consider continued participation in SE MN Public Sector, 2016 Don Salverda Leadership Growth Group, with registration fee of \$600, plus the purchase price of selected books

**OTHER ADMINISTRATIVE ITEMS:**

1. Consider annual resolution to dedicate a portion of tax forfeiture receipts to parks in accordance with MS 282.08.
2. Approve 2016 regular County Board meeting day and time.
3. Adopt resolution to set 2016 per diem rate (2015 was \$45).
4. Set 2016 mileage reimbursement rate for use of private vehicle for official County business. (IRS 2016 recommended rate is \$.54 per mile; 2015 rate was \$.575 per mile)
5. Set hourly rate for temporary entry-level office help in appointed offices at Grade 1/Step 1 (\$12.0431/hr.) in accordance with the 2016 non-union pay plan.
6. Adopt Memorial Day Resolution for reimbursement of expenses for veteran organization ceremonies.
7. Authorize elected officials, department heads and division leaders' overnight stays to attend their respective annual professional association Minnesota conferences. (LIST)
8. Consider County payment for flu shots for County employees to be provided as an employee benefit and in the event of flu shot shortages, only those qualifying under MN guidelines would be immunized.
9. Adopt 2016 Committee appointment. (LIST)
10. Consider resolution to use website as alternative method to disseminate bids.
11. Approve 2016 Delegates for Association of Minnesota Counties and Policy Committee Delegates.
12. Consider approval of 2016 contract with Brad Johnson for locating services.

Calendar review, committee reports and announcements

**MEETINGS: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

- |                      |            |   |
|----------------------|------------|---|
| Monday, January 4    | 9:00 a.m.  | Root River, One Watershed/One Plan , Fillmore County Office Building (FCOB), Conference Rm. 108, 902 Houston Street NW, Preston |
| Tuesday, January 5   | 9:00 a.m.  | County Board – Annual Meeting, Commissioners' Boardroom, Courthouse, Preston  |
| Wednesday, January 6 | 9:00 a.m.  | Southeast MN Water Resources Advisory, MN Pollution Control Agency, Rochester   |
| Friday, January 8    | 10:00 a.m. | Bluff Country Housing and Redevelopment Authority (BCHRA), Annual Meeting, Semcac Office, Rushford                              |
| Monday, January 11   | 8:00 a.m.  | Labor/Management Safety Committee   |
|                      | 9:00 a.m.  | Southeast MN Water Resources Board, Olmsted County Government Center, Rochester   |
|                      | 6:00 p.m.  | Developmental Achievement Center (DAC), Preston   |
|                      | 6:30 p.m.  | Semcac, St. Charles   |
|                      | 7:30 p.m.  | Winneskiek County Solid Waste Agency Joint Powers Board, Decorah  |
| Tuesday, January 12  | 8:00 a.m.  | Department Head/Leadership  |
|                      | 9:00 a.m.  | County Board – Regular Meeting, Commissioners' Boardroom, Courthouse, Preston   |
| Thursday, January 14 | 8:00 a.m.  | Fillmore County Family Services Collaborative, FCOB, Conference Rm. 108, 902 Houston Street NW, Preston                         |
|                      | 8:00 a.m.  | Southeast Emergency Medical Services (SE EMS) Joint Powers Board, Workforce Development, Inc., Rochester                        |

This is a preliminary draft of the December 22, 2015 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

\*\*\*\*\*

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 22nd day of December, 2015 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Duane Bakke, Marc Prestby, Randy Dahl, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Thomas Kaase, Sheriff; John DeGeorge, Captain; Anthony Webber, Chief Deputy; Beth Wilms, Community Services Director; Jason Marquardt, Veterans Service Officer; Lantha Stevens, Director of Nursing; Ronald Gregg, Highway Engineer; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

On motion by Root and seconded by Lentz, the Board unanimously approved to remove Item No.2, Family and Medical Leave, from the Consent Agenda and approved the agenda.

On motion by Dahl and seconded by Prestby, the Board unanimously approved the following amended Consent Agenda:

1. December 15, 2015 minutes, as presented.
2. ~~Family and Medical Leave for Employee #936 for up to twelve (12) weeks effective 12/21/2015 in accordance with County Policies.~~

On motion by Dahl and seconded by Root, the Board unanimously approved the following Commissioners' warrants:

**WARRANTS**

The Auditor's warrants were reviewed.

Thomas Kaase, Sheriff, and John DeGeorge, Captain, were present.

Sheriff Kaase recognized Captain John DeGeorge for receiving the Sheriff's Association's Meritorious Award and Deputy Dan Dornink for receiving the Lifesaving Award.

A motion was made by Root and seconded by Lentz to set the 2016 annual salary for the Chief Deputy Sheriff at \$76,748.00. The Chair called for a vote. Commissioners voting "aye": Prestby, Dahl, Root and Lentz. Commissioners voting "nay": Bakke. The motion prevailed.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the reappointment of Chief Deputy Sheriff Anthony Webber for 2016, as recommended by the Sheriff.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the purchase of a DSR 2X Radar from STALKER Rader in the amount of \$2,950.80 to be paid with Sheriff's contingency fund dollars.

Lantha Stevens, Director of Nursing, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the appointment of Paula Melver, Registered Nurse, and Julie Loven, Public Health Nurse/Home Care, as co-interim Directors of Nursing effective January 1, 2015 until a Director of Nursing has been hired.

Director of Nursing Stevens gave a presentation concerning the services provided by the Fillmore

County Public Health Department.

The Citizen Input portion of the meeting was opened and closed at 9:50 a.m. as no one was present to speak.

Ronald Gregg, Highway Engineer, was present.

On motion by Dahl and seconded by Root, the following resolution was unanimously adopted:

**RESOLUTION 2015-059:** Minnesota Department of Transportation Grant Agreement No. 1002134, for Airport Improvement, State Project No. A2301-33

On motion by Prestby and seconded by Dahl, the following resolution was unanimously adopted:

**RESOLUTION 2015-060:** Grant from the Minnesota State Transportation Fund for Project No. SP 23-625-009, the construction of Bridge No. 23566 on CSAH 25, Arendahl Township

A Highway Committee report was given by Bakke and Prestby – update on 2015 projects, had meeting with property owners on County 1, local sales tax projects and process were discussed, also handed out map for local option taxes for transportation to all members of the Board and press.

Kristina Kohn, Human Resources Officer, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the second reading, along with the change of suggesting electronic deposit, of the Reimbursed Expenses policy.

On motion by Prestby and seconded by Lentz , the Board unanimously approved the second reading of the Leaves of Absence policy.

Kohn noted that the first payroll of 2016 consists of the dates December 17<sup>th</sup> – December 31<sup>st</sup> and was seeking verification that the cost of living increase (COLA) would be in effect for the 2<sup>nd</sup> payroll in 2016 for which the pay period begins on January 1<sup>st</sup>. Consensus of the Board was to leave the 2016 COLA effective date as January 1, 2016.

Human Resources Officer Kohn gave a Safety Committee review.

On motion by Root and seconded by Lentz, the Board unanimously approved the hire of Tabitha House, as replacement full time dispatcher effective December 28, 2015 as recommended by the Hiring Committee.

The Chair recessed the meeting at 10:29 a.m. and reconvened back in session at 10:37 a.m.

Bobbie Vickerman, Coordinator, was present.

On motion by Root and seconded by Dahl, the following resolution was unanimously adopted:

**RESOLUTION 2015-061:** Final 2016 Fillmore County final budget

On motion by Prestby and seconded by Lentz, the following resolution was unanimously adopted:

**RESOLUTION 2015-062:** Final 2016 Fillmore County levy

On motion by Prestby and seconded by Lentz, the Board unanimously approved the purchase of Unitrends Cloud Back Up System with all additional options in the sum of \$23,393 to be paid from a combination of Unallocated funds and 911 funds as recommended by the Technology/Land Records/GIS

Committee.

On motion by Prestby and seconded by Dahl, the Board unanimously approved the low bid lease for the lease of a Toshiba 3055C copy machine for \$124.25 per month and maintenance agreement for black and white at .01 per page and color at .06 per page from EOJohnson Business Technologies for the Extension Office.

On motion by Root and seconded by Prestby, the Board unanimously approved to pay the 1<sup>st</sup> quarter invoice of \$100,515.00 to Olmsted County Community Services for Dodge-Fillmore-Olmsted (DFO) Community Corrections 2016 appropriation in accordance with Joint Powers agreement.

On motion by Root and seconded by Lentz, the following resolution was unanimously adopted:

**RESOLUTION 2015-063:** Recognition of the Ross and Steve Goldsmith families regarding the Soil and Water Conservation District award

A review of the calendar was done and the following committee reports and announcements were given: Bakke – Basin Alliance – putting together a soil health team, Historical Society – acquire AO Moen funeral director items; Dahl – SEMCAC meeting with Director; and Lentz – Regional EMS – new accountant to do books, Broadband Forum, and County 1 meeting.

On motion by Root and seconded by Dahl, the Chair closed the meeting at 11:08 a.m. pursuant to M.S. 13D.03 for a Local #85 Law Enforcement Labor Services labor contract strategy session.

On motion by Prestby and seconded by Dahl, the meeting was re-opened at 11:21 a.m. All members, the Coordinator, Human Resources Officer, Sheriff and Chief Deputy were present.

On motion by Dahl and seconded by Root, the Board unanimously approved to hire Ann Goering, Employment Attorney, from Ratwick, Roszak & Maloney, P.A., for attorney services for arbitration with Law Enforcement Labor Services (LELS).

Vickerman gave an update on University of Minnesota – Extension services regarding contract options; Root and Lentz will meet with Chuck Schwartau along with Vickerman to check into a part-time option for the 4-H Coordinator.

On motion by Root and seconded by Lentz, the Chair adjourned the meeting at 11:40 a.m.



RECEIVED

DEC - 8 2015

FILLMORE COUNTY COORDINATOR

National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x291
Direct: 202.942.4291
Fax: 866.467.1825
EIN# 53-0190321

ID: 27045

Bobbie Jo Vickerman
County Coordinator
Fillmore County
PO BOX 466
Preston, MN 55965-0466

I declare that such account, claim, or demand is just and correct and that no part of it has been paid.

Payable To: NACo
Acct: 01-149-6242 \$ 450.00
Authorized Signature:
Dept. Head Signature:
Date: 1/5/16 Vendor No: 3342
Description: 2016 Membership Dues

Statement

Invoice #: 133843
Invoice Date: 9/20/2015

Description

Dues Amount

County Membership Dues

01/01/2016 - 12/31/2016

\$450

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

With our tireless advocacy for county interests in Washington, DC, our essential cost-saving tools to save your county money and data-driven research into county solutions, NACo believes that stronger counties lead to a stronger America.

Membership in NACo connects you with an important support network to help you excel in county government. Please return this statement to renew your membership for 2016 and submit the enclosed Here to Help You card to connect with all of NACo's programs and resources.

If you need additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.

Amount Paid: \$0

Amount Due: \$450

PLEASE DETACH AND RETURN WITH PAYMENT

ID: 27045
Bobbie Jo Vickerman
County Coordinator
Fillmore County
PO BOX 466
Preston, MN 55965-0466

Invoice #: 133843

Remit Payment To:
National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) - 021052053 Account # 93404817



RECEIVED  
DEC 21 2015  
FILLMORE COUNTY  
COORDINATOR

INVOICE

Invoice Number 990093  
Invoice Date December 15, 2015  
Customer Number 93014  
Project Number 193801677

**Bill To**

County of Fillmore  
Bobbie Joe Vickerman  
P O Box 466  
Preston MN 55965  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

---

**Project Description:** Greenleafton Community Sanitary

**Stantec Project Manager:** Palen, Joseph C  
**Stantec Office Location:** Rochester MN  
**Current Invoice Due:** \$1,693.13  
**For Period Ending:** December 4, 2015

---

**Professional Services rendered** October 31, 2015 through December 4, 2015



Association of Minnesota Counties  
 125 Charles Avenue  
 St. Paul, MN 55103-2108

Invoice No. 43700

RECEIVED

INVOICE

DEC 21 2015

FILLMORE COUNTY  
 COORDINATOR

Sold To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Ship To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Order Type	
23		12/18/2015	48321	NET 30	12/18/2015		
Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price		
1	1		AMC Association of MN Counties 2016 Annual Dues	10,835.00	10,835.00		
Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
10,835.00					10,835.00		10,835.00

Please send payment to: Association of MN Counties, PO Box 64689, St. Paul, MN 55164. Call 651-789-4338 if you have any questions. Thank you.

Association of Minnesota Counties  
 125 Charles Avenue  
 St. Paul, MN 55103-2108

Invoice No. 44020

RECEIVED  
 DEC 21 2015  
 FILLMORE COUNTY  
 COORDINATOR

# INVOICE

Sold To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Ship To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Order Type	
23		12/17/2015	48492	NET 30	12/17/2015		
Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price		
1	1		MACSSA MACSSA 2016 ANNUAL DUES	1,246.00	1,246.00		
Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
1,246.00					1,246.00		1,246.00

Please send payment to: Association of MN Counties, PO Box 64689, St. Paul, MN 55164. Call 651-789-4338 if you have any questions. Thank you.

Association of Minnesota Counties  
 125 Charles Avenue  
 St. Paul, MN 55103-2108

Invoice No. 43941

RECEIVED  
 DEC 21 2015  
 FILLMORE COUNTY  
 COORDINATOR

# INVOICE

Sold To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Ship To: Fillmore County  
 101 Fillmore Street  
 PO Box 466  
 Preston, MN 55965-0466

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Order Type	
23		12/16/2015	48407	NET 30	12/16/2015		
Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price		
1	1		LPHA LPHA 2016 Annual Dues	1,120.00	1,120.00		
Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
1,120.00					1,120.00		1,120.00

Please send payment to: Association of MN Counties, PO Box 64689, St. Paul, MN 55164. Call 651-789-4338 if you have any questions. Thank you.



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
3	DEPT					Board Of Commissioners					
15	Assoc of MN Counties	01-003-000-0000-6245	AP	P	375.00	2015 Annual Conf		43795		Registration Fees	
15	Assoc of MN Counties				375.00		1 Transactions				
5887	Dahl/Randy	01-003-000-0000-6335	AP	P	191.48	Mileage	11/17/2015 12/22/2015	Nov/Dec 2015		Employee Automobile Allowance	
5887	Dahl/Randy				191.48		1 Transactions				
1152	Prestby/Marc	01-003-000-0000-6335	AP	P	126.50	Mileage	12/01/2015 12/22/2015	Dec 2015		Employee Automobile Allowance	
1152	Prestby/Marc				126.50		1 Transactions				
3731	Root/Harry	01-003-000-0000-6335	AP	P	120.75	Mileage	12/01/2015 12/22/2015	Dec 2015		Employee Automobile Allowance	
3731	Root/Harry				120.75		1 Transactions				
3	DEPT Total:				813.73	Board Of Commissioners		4 Vendors		4 Transactions	
14	DEPT					Law Library					
437	Thomson Reuters-West Payment Center	01-014-000-0000-6451	AP	P	875.25	Nov Billing	11/05/2015 12/04/2015	Nov 2015		Reference Materials	
437	Thomson Reuters-West Payment Center				875.25		1 Transactions				
14	DEPT Total:				875.25	Law Library		1 Vendors		1 Transactions	
34	DEPT					Policy Coordinator					
5016	A+ Imaging Systems	01-034-000-0000-6377	AP	P	39.70	Copy Usage	11/15/2015 12/15/2015	100536		Fees And Service Charges	
5016	A+ Imaging Systems				39.70		1 Transactions				
4340	Donald E Salverda & Associates	01-034-000-0000-6245	AP	P	201.40	Books		P-1508-2B		Registration Fees	

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
						Service Dates	Paid On Bhf #	On Behalf of Name
4340	Donald E Salverda & Associates				201.40	1 Transactions		
34	DEPT Total:				241.10	Policy Coordinator	2 Vendors	2 Transactions
41	DEPT					Auditor/Treasurer		
7482	Bear Graphics Inc	01-041-000-0000-6402	AP P		468.69	Pegboard Receipts	0301867	Stationary And Forms
7482	Bear Graphics Inc				468.69	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH	01-041-000-0000-6245			265.00	MACO Registration SB	YGYGM	Registration Fees
111	Fillmore Co Treasurer- Credit Card/ACH				265.00	1 Transactions		
4755	Jones/Heidi M	01-041-000-0000-6337	AP P		4.00	Parking Exp HJ	12/4/2015	Other Travel Expense
4755	Jones/Heidi M				4.00	1 Transactions		
2947	MACO	01-041-000-0000-6245			750.00	2016 MOMS	174	Registration Fees
2947	MACO				750.00	1 Transactions		
8560	MN Assoc Of County Officers (MACO)	01-041-000-0000-6242			960.00	2016 MACO Dues A/T	2016 Dues	Membership Dues
8560	MN Assoc Of County Officers (MACO)				960.00	1 Transactions		
41	DEPT Total:				2,447.69	Auditor/Treasurer	5 Vendors	5 Transactions
60	DEPT					Information Systems		
2584	CDW Government Inc	01-060-000-0000-6408	AP P		493.73	Toner	BKH9274	Other Office Supplies
2584	CDW Government Inc				493.73	1 Transactions		
60	DEPT Total:				493.73	Information Systems	1 Vendors	1 Transactions
61	DEPT					Data Processing		
6093	Help-Systems-IL,LLC	01-061-000-0000-6284			325.00	2016 Access	661109	Computer Consultant

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
6093 Help-Systems-IL,LLC		325.00	1 Transactions		
3288 M & I Lockbox:MCCC					
01-061-000-0000-6360		430.74	1st Qtr 2016	2Y1601046	Finance & General Government Support
01-061-000-0000-6360		1,300.00	1st Qtr 2016	2Y1601046	Finance & General Government Support
01-061-000-0000-6362		1,300.00	1st Qtr 2016	2Y1601046	Property Tax Support
01-061-000-0000-6366		1,182.96	1st Qtr 2016	2Y1601046	Payment Support
01-061-000-0000-6366		8,709.00	1st Qtr 2016	2Y1601046	Payment Support
01-061-000-0000-6366		412.50	1st Qtr 2016	2Y1601046	Payment Support
01-061-000-0000-6366		600.00	1st Qtr 2016	2Y1601046	Payment Support
01-061-000-0000-6371		1,300.00	1st Qtr 2016	2Y1601046	Cama
01-061-000-0000-6371		400.00	1st Qtr 2016	2Y1601046	Cama
01-061-000-0000-6371		100.00	1st Qtr 2016	2Y1601046	Cama
01-061-000-0000-6371		3,132.00	1st Qtr 2016	2Y1601046	Cama
01-061-000-0000-6371		175.00	1st Qtr 2016	2Y1601046	Cama
01-061-000-0000-6373		2,030.24	1st Qtr 2016	2Y1601046	Treasurer's Financial
01-061-000-0000-6376		2,863.78	1st Qtr 2016	2Y1601046	Cash Register
01-061-000-0000-6407		500.00	1st Qtr 2016	2Y1601046	Information Services Support Group
01-061-000-0000-6407		300.00	1st Qtr 2016	2Y1601046	Information Services Support Group
3288 M & I Lockbox:MCCC		24,736.22	16 Transactions		
7213 Metro Sales Inc					
01-061-000-0000-6377		219.00	Jan 2016 Lease Payment 12/23/2015 01/22/2016	418614	Fees And Service Charges
7213 Metro Sales Inc		219.00	1 Transactions		
61 DEPT Total:		25,280.22	Data Processing	3 Vendors	18 Transactions
91 DEPT			County Attorney		
9092 Crescent Investigative Services					
01-091-000-0000-6285 AP P		1,447.10	Service	15117	Professional Fees
9092 Crescent Investigative Services		1,447.10	1 Transactions		
3288 M & I Lockbox:MCCC					
01-091-000-0000-6377		7,250.88	2016 Fees	2Y1601164	Fees And Service Charges
3288 M & I Lockbox:MCCC		7,250.88	1 Transactions		
7213 Metro Sales Inc					
01-091-000-0000-6377 AP P		209.93	Usage Charge/Base Rate	413818	Fees And Service Charges

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		01-091-000-0000-6377			117.09	Contract Lease Charge	09/12/2015 12/11/2015	416449		Fees And Service Charges	
7213	Metro Sales Inc				327.02		12/19/2015 01/18/2016		2 Transactions		
2826	MN County Attorney's Association	01-091-000-0000-6242			2,967.00	2016 Dues		21333		Membership Dues	
2826	MN County Attorney's Association				2,967.00				1 Transactions		
85012	Office Depot	01-091-000-0000-6408	AP	P	31.17	Supplies		810977359001		Other Office Supplies	
		01-091-000-0000-6408	AP	P	37.99	Supplies		810977573001		Other Office Supplies	
85012	Office Depot				69.16				2 Transactions		
91	DEPT Total:				12,061.16	County Attorney			5 Vendors		7 Transactions
100	DEPT					County Recorder Equipment					
7213	Metro Sales Inc	01-100-000-0000-6310			459.00	Contract Base Rate	12/22/2015 03/21/2016	420118		Contract Repairs And Maintenance	
7213	Metro Sales Inc				459.00				1 Transactions		
100	DEPT Total:				459.00	County Recorder Equipment			1 Vendors		1 Transactions
101	DEPT					Recorder					
111	Fillmore Co Treasurer- Credit Card/ACH	01-101-000-0000-6245			265.00	2016 Winter Conference		200000519		Registration Fees	
111	Fillmore Co Treasurer- Credit Card/ACH				265.00				1 Transactions		
8560	MN Assoc Of County Officers (MACO)	01-101-000-0000-6242			480.00	2016 MACO Dues Recorder		2016 Dues		Membership Dues	
8560	MN Assoc Of County Officers (MACO)				480.00				1 Transactions		
101	DEPT Total:				745.00	Recorder			2 Vendors		2 Transactions
103	DEPT					Assessor					
4252	Blagsvedt/Cindy	01-103-000-0000-6245	AP	P	18.00	MAAO Reg Fee		2015 MAAO		Registration Fees	



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-103-000-0000-6335	AP	P	71.30	12/14/2015 12/18/2015 Mileage	Dec 2015	Employee Automobile Allowance
4252	Blagsvedt/Cindy			89.30	12/14/2015 12/18/2015 2 Transactions		
1191	Hoff/Brian 01-103-000-0000-6335	AP	P	297.28	11/02/2015 12/21/2015 Mileage	Nov/Dec 2015	Employee Automobile Allowance
1191	Hoff/Brian			297.28	1 Transactions		
9106	Vikre/Ron 01-103-000-0000-6335	AP	P	73.03	12/07/2015 12/11/2015 Mileage	Dec 2015	Employee Automobile Allowance
9106	Vikre/Ron			73.03	1 Transactions		
103	DEPT Total:			459.61	Assessor	3 Vendors	4 Transactions
104	DEPT				Gis		
	272 Newman Signs 01-104-000-0000-6514	AP	P	112.73	Supplies	TI-0293587	Address Signs
	272 Newman Signs			112.73	1 Transactions		
104	DEPT Total:			112.73	Gis	1 Vendors	1 Transactions
105	DEPT				Planning And Zoning		
	5016 A+ Imaging Systems 01-105-000-0000-6377	AP	P	39.69	Copy Usage	100536	Fees And Service Charges
	5016 A+ Imaging Systems			39.69	11/15/2015 12/15/2015 1 Transactions		
105	DEPT Total:			39.69	Planning And Zoning	1 Vendors	1 Transactions
111	DEPT				Facilites Mtce		
	5010 Meldahl/Nick 01-111-000-0000-6335	AP	P	10.35	Emp Auto Allowance	Oct/Dec 2015	Employee Automobile Allowance
	5010 Meldahl/Nick			10.35	10/13/2015 12/08/2015 1 Transactions		

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5988	Preston Auto Parts 01-111-000-0000-6580	AP	P	52.54	Parts for Cart	454614	Other Repair And Maintenance Supplies
5988	Preston Auto Parts			52.54	1 Transactions		
81511	Preston Foods 01-111-000-0000-6411	AP	P	19.96	Supplies 12/01/2015 12/11/2015	Dec 2015	Custodial Supplies
81511	Preston Foods			19.96	1 Transactions		
3448	Reliable Pest Management 01-111-000-0000-6377	AP	P	45.00	Rodent Control for FCOB	3435	Fees And Service Charges
3448	Reliable Pest Management			45.00	1 Transactions		
9206	Winona Heating & Ventilating Inc 01-111-000-0000-6317	AP	P	400.50	Courthouse Chiller Issues	85297	Building Maintenance
9206	Winona Heating & Ventilating Inc			400.50	1 Transactions		
450	Zep Sales & Service 01-111-000-0000-6411	AP	P	167.19	Custodian Supplies	9002020898	Custodial Supplies
450	Zep Sales & Service			167.19	1 Transactions		
111	DEPT Total:			695.54	Facilites Mtce	6 Vendors	6 Transactions
125	DEPT				Veteran Services		
106	Fillmore Co Treasurer 01-125-000-0000-6561	DTF	U	263.86	November Fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer			263.86	1 Transactions		
125	DEPT Total:			263.86	Veteran Services	1 Vendors	1 Transactions
149	DEPT				Other General Government		
4928	1Source 01-149-000-0000-6408	AP	P	53.10	Office Supplies	138111-0	County Shared Office Supplies
	01-149-000-0000-6408	AP	P	13.66	Planner	138411-0	County Shared Office Supplies
4928	1Source			66.76	2 Transactions		
5093	PRANA HEALING MASSAGE CENTER 01-149-000-0000-6372	AP	P	50.00	Wellness Prize-Bingo Challenge	2015-0001	Wellness Grant Expenses



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
						Service Dates	Paid On Bhf #	On Behalf of Name
5093	PRANA HEALING MASSAGE CENTER				50.00	1 Transactions		
149	DEPT Total:				116.76	Other General Government	2 Vendors	3 Transactions
201	DEPT					Enhanced 911 System		
2970	Farm & Home Publishers,Ltd	01-201-000-0000-6310	AP	P	32.60	Howard Cnty Iowa Plat Book	F594089	Contract Repairs And Maintenance
2970	Farm & Home Publishers,Ltd				32.60	1 Transactions		
201	DEPT Total:				32.60	Enhanced 911 System	1 Vendors	1 Transactions
202	DEPT					Sheriff		
3282	Independent Stationers	01-202-000-0000-6455	AP	P	87.66	Batteries	000577635	Law Enforcement Supplies
3282	Independent Stationers				87.66	1 Transactions		
4647	K & M Glass Inc	01-202-000-0000-6311	AP	P	600.63	Windshield 2014 Durango	I203127	Miscellaneous Repairs And Maintenance
4647	K & M Glass Inc				600.63	1 Transactions		
83968	MN Bureau Of Criminal Apprehension-CJ	01-202-000-0000-6357	AP	P	500.00	Forensic Science Partners Tr.	3609-120715FSP	Peace Officer Training Expense
83968	MN Bureau Of Criminal Apprehension-CJ				500.00	1 Transactions		
3569	Uniforms Unlimited Inc	01-202-000-0000-6173	AP	P	124.79	Uniforms-M.Fort	12415-1	Uniform Allowance
		01-202-000-0000-6173	AP	P	424.63	Uniforms-N Olson	12790-1	Uniform Allowance
3569	Uniforms Unlimited Inc				549.42	2 Transactions		
202	DEPT Total:				1,737.71	Sheriff	4 Vendors	5 Transactions
251	DEPT					County Jail		
5393	Conney Safety Products	01-251-000-0000-6431	AP	P	74.28	Medical Supplies	05064249	Drugs And Medicine
5393	Conney Safety Products				74.28	1 Transactions		
4899	HEALTHDIRECT #119	01-251-000-0000-6431	AP	P	414.97	Inmate Meds	000015543	Drugs And Medicine



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4899	HEALTHDIRECT #119			414.97		1 Transactions	
83204	Houston Co Sheriffs Office 01-251-000-0000-6431	AP	P	80.71	Inmate Medical	2411-F	Drugs And Medicine
83204	Houston Co Sheriffs Office			80.71		1 Transactions	
4241	MINNESOTA SHERIFF'S ASSOCIATION 01-251-000-0000-6402	AP	P	120.00	Permit to Purchase Forms	101780	Stationary And Forms
4241	MINNESOTA SHERIFF'S ASSOCIATION			120.00		1 Transactions	
3261	Preston Emergency Service 01-251-000-0000-6431	AP	P	1,072.40	Ambulance 10/17/2015	73427	Drugs And Medicine
3261	Preston Emergency Service			1,072.40		1 Transactions	
251	DEPT Total:			1,762.36	County Jail	5 Vendors	5 Transactions
441	DEPT				Public Health		
4526	Stevens/Lantha 01-441-000-0000-6449	AP	P	40.25	Prepardness Mtg Grant Mileage 12/04/2015 12/11/2015	Dec 2015	Prpardness Grant
4526	Stevens/Lantha			40.25		1 Transactions	
441	DEPT Total:			40.25	Public Health	1 Vendors	1 Transactions
443	DEPT				Nursing Service		
2715	Brevig/Michelle 01-443-000-0000-6335	AP	P	8.63	Auto Expense 12/17/2015	Dec 2015	Employee Automobile Allowance
2715	Brevig/Michelle			8.63		1 Transactions	
5660	De Lage Landen Financial Services 01-443-000-0000-6310	AP	P	201.01	Lease Agreement 12/15/2015	Dec/Jan 2015	Contract Repairs & Maintenance
5660	De Lage Landen Financial Services			201.01		1 Transactions	
83550	Kelly Printing & Signs 01-443-000-0000-6437	AP	P	499.00	Envelopes CTC Grant	22594	C & Tc Supplies

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
83550	Kelly Printing & Signs			499.00		1 Transactions	
3288	M & I Lockbox:MCCC 01-443-000-0000-6419			5,200.00	PH Doc Sftwre Suprt 01/01/2016 03/31/2016	2Y1601047	PH Doc Software Support
	01-443-000-0000-6419			2,500.00	2016 Health Info Exchange 01/01/2016 03/31/2016	2Y1601047	PH Doc Software Support
	01-443-000-0000-6419			1,300.00	2016 Annual Dues 01/01/2016 03/31/2016	2Y1601047	PH Doc Software Support
3288	M & I Lockbox:MCCC			9,000.00		3 Transactions	
3549	Stensrud/Lisa M 01-443-119-0000-6285	AP	P	190.00	Prof Fees Client #33132 11/18/2015 11/24/2015	Nov 2015	Professional Fees PT
	01-443-119-0000-6335	AP	P	27.60	Mileage Client #33132 11/18/2015 11/24/2015	Nov 2015	PT Employee Mileage
3549	Stensrud/Lisa M			217.60		2 Transactions	
4526	Stevens/Lantha 01-443-000-0000-6335	AP	P	46.00	Dec 15 Mileage 12/04/2015 12/11/2015	Dec 2015	Employee Automobile Allowance
4526	Stevens/Lantha			46.00		1 Transactions	
443	DEPT Total:			9,972.24	Nursing Service	6 Vendors	9 Transactions
444	DEPT				Home Health		
4176	ABILITY NETWORK INC 01-444-000-0000-6310			675.00	Annual License PC ACE 2016	15R-0007569	IT Upkeep
4176	ABILITY NETWORK INC			675.00		1 Transactions	
1901	Aske/Nancy J 01-444-000-0000-6335	AP	P	4.43	HHA Auto Expense 11/16/2015 11/27/2015	Nov 2015	Employee Automobile Allowance
1901	Aske/Nancy J			4.43		1 Transactions	
3801	Bergo/Doreen 01-444-000-0000-6335	AP	P	64.40	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	57.50	HHA Auto Expense	Nov/Dec 2015	Employee Automobile Allowance



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3801	Bergo/Doreen		121.90	11/30/2015 12/11/2015 2 Transactions		
2508	Clark/Evelyn 01-444-000-0000-6335	AP P	17.94	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	6.44	HHA Auto Expense 11/16/2015 11/27/2015	Nov 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	23.46	HHA Auto Expense 11/30/2015 12/11/2015	Nov/Dec 2015	Employee Automobile Allowance
2508	Clark/Evelyn		47.84	3 Transactions		
3647	Jergenson/Karin 01-444-000-0000-6335	AP P	51.75	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	51.18	HHA Auto Expense 11/30/2015 12/11/2015	Nov/Dec 2015	Employee Automobile Allowance
3647	Jergenson/Karin		102.93	2 Transactions		
3070	Kallis/Sara 01-444-000-0000-6335	AP P	157.55	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	173.65	HHA Auto Expense 11/30/2015 12/11/2015	Nov/Dec2015	Employee Automobile Allowance
3070	Kallis/Sara		331.20	2 Transactions		
8660	Lopez/Debbilyn 01-444-000-0000-6335	AP P	41.98	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	17.25	HHA Auto Expense 11/30/2015 12/11/2015	Nov/Dec 2015	Employee Automobile Allowance
8660	Lopez/Debbilyn		59.23	2 Transactions		
1814	Martin/Debra 01-444-000-0000-6335	AP P	71.88	HHA Auto Expense 12/14/2015 12/25/2015	Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP P	75.90	HHA Auto Expense 11/30/2015 12/11/2015	Nov/Dec 2015	Employee Automobile Allowance



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1814	Martin/Debra			147.78		2 Transactions	
5997	Ostby/Helen						
	01-444-000-0000-6335	AP	P	122.48	HHA Auto Expense 12/14/2015	12/25/2015 Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	134.55	HHA Auto Expense 11/30/2015	Nov/Dec 2015 12/11/2015	Employee Automobile Allowance
5997	Ostby/Helen			257.03		2 Transactions	
3735	Pappas/Natalie						
	01-444-000-0000-6335	AP	P	16.39	HHA Auto Expense 12/14/2015	12/25/2015 Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.58	HHA Auto Expense 11/02/2015	11/13/2015 Nov 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.29	HHA Auto Expense 11/16/2015	11/27/2015 Nov 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.86	HHA Auto Expense 11/30/2015	12/11/2015 Nov/Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	4.54	HHA Auto Expense 10/05/2015	10/16/2015 Oct 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.58	HHA Auto Expense 10/19/2015	10/30/2015 Oct 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.58	HHA Auto Expense 09/07/2015	09/18/2015 Sept 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	0.58	HHA Auto Expense 09/21/2015	10/02/2015 Sept/Oct 2015	Employee Automobile Allowance
3735	Pappas/Natalie			24.40		8 Transactions	
3429	Tienter/Lesa						
	01-444-000-0000-6335	AP	P	200.68	HHA Auto Expense 12/14/2015	12/25/2015 Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	205.28	HHA Auto Expense 11/30/2015	12/11/2015 Nov/Dec 2015	Employee Automobile Allowance
3429	Tienter/Lesa			405.96		2 Transactions	
4897	Wangen/Kim						
	01-444-000-0000-6335	AP	P	2.30	HHA Auto Expense 11/30/2015	12/11/2015 Nov/Dec 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	2.30	HHA Auto Expense	Oct 2015	Employee Automobile Allowance

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-444-000-0000-6335	AP	P	2.30	10/05/2015 10/16/2015 HHA Auto Expense	Oct 2015	Employee Automobile Allowance
	01-444-000-0000-6335	AP	P	2.30	10/19/2015 10/30/2015 HHA Auto Expense	Sept/Oct 2015	Employee Automobile Allowance
4897	Wangen/Kim			9.20	09/21/2015 10/03/2015 4 Transactions		
444	DEPT Total:			2,186.90	Home Health	12 Vendors	31 Transactions
602	DEPT				County Extension Service		
	1671 Regents Of The University Of Minnesota 01-602-000-0000-6277	AP	P	23,081.19	Contract 10/01/2015 12/31/2015	0300014890	Alternative Funding Contract
	1671 Regents Of The University Of Minnesota			23,081.19	1 Transactions		
602	DEPT Total:			23,081.19	County Extension Service	1 Vendors	1 Transactions
603	DEPT				Feedlot		
	5016 A+ Imaging Systems 01-603-000-0000-6377	AP	P	39.69	Copy Usage 11/15/2015 12/15/2015	100536	Fees And Service Charges
	5016 A+ Imaging Systems			39.69	1 Transactions		
603	DEPT Total:			39.69	Feedlot	1 Vendors	1 Transactions
1	Fund Total:			83,958.01	County Revenue Fund		111 Transactions



Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
300	DEPT				Highway Administration					
2800	Mn Counties Intergovt Trust									
	13-300-000-0000-6355			123.00	W/C ADMIN	010816			Insurance	
	13-300-000-0000-6355			60,032.00	PROPERTY/CASUALTY INS	010816	HWY		Insurance	
2800	Mn Counties Intergovt Trust			60,155.00				2 Transactions		
242	Mn County Engineers Association									
	13-300-000-0000-6242			350.00	2016 DUES	010816	RON GREGG		Membership Dues	
242	Mn County Engineers Association			350.00				1 Transactions		
5361	Mn Transportation Alliance									
	13-300-000-0000-6242			3,285.00	2016 DUES	010816	P16-1019		Membership Dues	
5361	Mn Transportation Alliance			3,285.00				1 Transactions		
2001	Rowekamp Associates Inc									
	13-300-000-0000-6270			400.00	2016 SOFTWARE RENEWAL	010816	2014646		Data Processing	
2001	Rowekamp Associates Inc			400.00				1 Transactions		
300	DEPT Total:			64,190.00	Highway Administration			4 Vendors		5 Transactions
310	DEPT				Highway Maintenance					
2800	Mn Counties Intergovt Trust									
	13-310-000-0000-6355			40,273.00	W/C MAINT	010816			Insurance	
2800	Mn Counties Intergovt Trust			40,273.00				1 Transactions		
310	DEPT Total:			40,273.00	Highway Maintenance			1 Vendors		1 Transactions
320	DEPT				Highway Construction					
2800	Mn Counties Intergovt Trust									
	13-320-000-0000-6355			3,269.00	W/C CONST	010816			Insurance	
2800	Mn Counties Intergovt Trust			3,269.00				1 Transactions		
347	State Of Mn									
	13-320-000-0000-6377	DTG	O	274.92	MATERIAL TESTING	010816	P00005363		Fees And Service Charges	
	13-320-000-0000-6377	DTG	O	601.48	MATERIAL TESTING	010816	P00005363		Fees And Service Charges	
347	State Of Mn			876.40				2 Transactions		

CHUFFMAN

12/31/15 8:51AM

13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #
				On Behalf of Name
320 DEPT Total:		4,145.40	Highway Construction	2 Vendors 3 Transactions
330 DEPT			Equipment Maintenance Shops	
3714 Hovey Oil Co Inc				
13-330-000-0000-6561	AP P	778.60	#1 DIESEL 010816	89471 Gasoline Diesel And Other Fuels
13-330-000-0000-6561	AP P	648.13	#2 DIESEL 010816	89471 Gasoline Diesel And Other Fuels
13-330-000-0000-6561	AP P	611.16	#1 DIESEL 010816	89534 Gasoline Diesel And Other Fuels
3714 Hovey Oil Co Inc		2,037.89		3 Transactions
2800 Mn Counties Intergovt Trust				
13-330-000-0000-6355		4,205.00	W/C SHOP 010816	Insurance
2800 Mn Counties Intergovt Trust		4,205.00		1 Transactions
330 DEPT Total:		6,242.89	Equipment Maintenance Shops	2 Vendors 4 Transactions
13 Fund Total:		114,851.29	County Road & Bridge	13 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
390 DEPT		Resource Recovery Center		
4666 DYNAMIC RECYCLING 14-390-000-0000-6862	AP P	2,884.04 Recycling	I-13156	Management Of Problem Wastes
4666 DYNAMIC RECYCLING		2,884.04	1 Transactions	
2050 Liberty Tire Recycling LLC 14-390-000-0000-6862	AP P	921.36 Service	812434	Management Of Problem Wastes
2050 Liberty Tire Recycling LLC		921.36	1 Transactions	
390 DEPT Total:		3,805.40 Resource Recovery Center	2 Vendors	2 Transactions
14 Fund Total:		3,805.40 Sanitation Fund		2 Transactions
Final Total:		202,614.70	80 Vendors	126 Transactions

\*\*\* Fillmore County \*\*\*



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	83,958.01	County Revenue Fund	
	13	114,851.29	County Road & Bridge	
	14	3,805.40	Sanitation Fund	
	All Funds	202,614.70	Total	Approved by, .....
				.....
				.....

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u> <u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
5016	A+ Imaging Systems 01-125-000-0000-6377		14.99	December copies	100411	Fees And Service Charges
5016	A+ Imaging Systems		14.99	1 Transactions		
5660	De Lage Landen Financial Services 01-125-000-0000-6377		61.35	December contract	47943090	Fees And Service Charges
5660	De Lage Landen Financial Services		61.35	1 Transactions		
7213	Metro Sales Inc 01-061-000-0000-6377		429.41	Copy Charge Q	INV420119	Fees And Service Charges
7213	Metro Sales Inc		429.41	1 Transactions		
3819	Purchase Power 01-149-000-0000-6205		679.14	2015 Postage	0925-0221	Postage And Postal Box Rent
3819	Purchase Power		679.14	1 Transactions		
2357	Verizon Wireless 01-125-000-0000-6203		13.70	December cell bill	9756585747	Telephone
2357	Verizon Wireless		13.70	1 Transactions		
1 Fund Total:			1,198.59	County Revenue Fund	5 Vendors	5 Transactions

CJOHNSON  
 12/22/15 4:53PM  
 13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3205	Centurylink 13-300-000-0000-6203		49.80	TELEPHONE 122415	5078673784	Telephone
3205	Centurylink		49.80	1 Transactions		
3956	Icon Constructors, LLC 13-320-000-0000-6341		2,882.08	599-092 T/B #5	SAP 23-599-92	Township Bridge Construction
3956	Icon Constructors, LLC		2,882.08	1 Transactions		
6094	MN Energy Resources Corporation 13-330-000-0000-6255		144.50	NATURAL GAS 122415	42616474	Gas
6094	MN Energy Resources Corporation		144.50	1 Transactions		
324	Rochester Sand & Gravel Inc 13-320-000-0000-6343		26,627.17	608-43 R/C #2	SAP 23-608-043	Regular Construction Contracts
324	Rochester Sand & Gravel Inc		26,627.17	1 Transactions		
13 Fund Total:			29,703.55	County Road & Bridge	4 Vendors	4 Transactions

CJOHNSON  
 12/22/15 4:53PM  
 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5882 Winneshiek County Landfill 14-390-000-0000-6374			1,389.30	12/14 Household	20403	Landfill Tipping Fees
5882 Winneshiek County Landfill			1,389.30	1 Transactions		
14 Fund Total:			1,389.30	Sanitation Fund	1 Vendors	1 Transactions

CJOHNSON  
 12/22/15 4:53PM  
 22 Agbmp Septic Loans

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5082 Patrick & Patricia Finley & Septic Pros 22-609-000-0000-6810		12,777.84	Ag BMP Loan		Agbmp Septic System Loan
5082 Patrick & Patricia Finley & Septic Pros		12,777.84		1 Transactions	
22 Fund Total:		12,777.84	Agbmp Septic Loans	1 Vendors	1 Transactions
Final Total:		45,069.28		11 Vendors	11 Transactions

# \*\*\* Fillmore County \*\*\*

## Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	1,198.59	County Revenue Fund
	13	29,703.55	County Road & Bridge
	14	1,389.30	Sanitation Fund
	22	12,777.84	Agbmp Septic Loans
	All Funds	45,069.28	Total

Approved by, .....

.....

.....

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
2	7617 Bluff Valley Riders 01-001-000-0000-6876			10,549.44	1st Benchmark		Snowmobile Trail Payments
	7617 Bluff Valley Riders			10,549.44	1 Transactions		
1	4723 Mabel Canton Trail Busters 01-001-000-0000-6876			6,130.08	1st Benchmark		Snowmobile Trail Payments
	4723 Mabel Canton Trail Busters			6,130.08	1 Transactions		
1 Fund Total:				16,679.52	County Revenue Fund	2 Vendors	2 Transactions

CJOHNSON  
 12/31/15 9:40AM  
 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3	5882 Winneshiek County Landfill 14-390-000-0000-6374		1,253.34	12/21 household	20417	Landfill Tipping Fees
	5882 Winneshiek County Landfill		1,253.34	1 Transactions		
14 Fund Total:			1,253.34	Sanitation Fund	1 Vendors	1 Transactions

CJOHNSON  
 12/31/15 9:40AM  
 76 Trust And Agency Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4	382 Chatfield City 76-705-000-0000-2318		157.00	4th qtr 2015 lodging tax		95% Lodging Tax
	382 Chatfield City		157.00	1 Transactions		
5	7070 SE MN Historic Bluff Country 76-705-000-0000-2318		290.39	4th qtr loding tax		95% Lodging Tax
	7070 SE MN Historic Bluff Country		290.39	1 Transactions		
76 Fund Total:			447.39	Trust And Agency Fund	2 Vendors	2 Transactions

CJOHNSON  
 12/31/15 9:40AM  
 83 Prepaid Tax Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
6	110 Fillmore Co Treasurer 83-883-000-0000-6803		100.00	COJ Prepaid Tax		Pre Paid Tax Refund
	110 Fillmore Co Treasurer		100.00		1 Transactions	
83 Fund Total:			100.00	Prepaid Tax Fund	1 Vendors	1 Transactions



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
10	5097 Fillmore County Auditor/Treasurer 87-000-000-0000-2470		15,170.69	Dec 2015 Mortgage Tax		Mortgage Reg Tax-State
9	87-000-000-0000-2471		37,566.53	Dec 2015 Deed Tax		State Deed Tax-State
	5097 Fillmore County Auditor/Treasurer		52,737.22		2 Transactions	
8	1859 MN Department Of Finance 87-000-000-0000-2313		4,168.50	Dec 2015 RE Surcharge		Real Estate Surcharge
	1859 MN Department Of Finance		4,168.50		1 Transactions	
7	5993 Mn Dept Of Health 87-000-000-0000-2312		255.00	Dec 2015 Well Certificates		Well Management Funds
	5993 Mn Dept Of Health		255.00		1 Transactions	
87 Fund Total:			57,160.72	State Revenue And School Fund	3 Vendors	4 Transactions
Final Total:			75,640.97	9 Vendors	10 Transactions	

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	16,679.52	County Revenue Fund	
	14	1,253.34	Sanitation Fund	
	76	447.39	Trust And Agency Fund	
	83	100.00	Prepaid Tax Fund	
	87	57,160.72	State Revenue And School Fund	
	All Funds	75,640.97	Total	Approved by, .....
				.....
				.....

## **Other Administrative Items:**

### **#1 Tax Forfeiture Receipts to Parks:**

**WHEREAS**, Minnesota Statute 282.08 provides that the County Board may annually set aside no more than thirty percent (30%) of the receipts from tax forfeiture sales to be used for the acquisition and maintenance of County parks or recreational areas; and

**WHEREAS**, the County Board of Fillmore County desires to set aside thirty percent (30%) of the balance from tax forfeiture sales to be used for acquisition and maintenance of County parks or recreational areas.

**NOW THEREFORE**, it is hereby resolved by the Fillmore County Board:

1. That thirty percent (30%) of the balance of tax forfeited land sales to be distributed shall be set aside for the acquisition and maintenance of County parks or recreational areas as provided for by Minnesota Statute 282.08 (4)(ii). Said fund shall be expended under the supervision of the County Board.

### **#2 2016 Board Meetings:**

**BE IT RESOLVED THAT** the regular 2016 County Board meetings will be held at 9:00 a.m. on the second Tuesday of each month with the understanding that special meetings will also be held the first and fourth Tuesdays at the same time, and other meetings may be called as necessary.

### **#3 Adopt resolution to set 2016 per diem rate**

**BE IT RESOLVED THAT** the 2016 Fillmore County per diem rate be set at \$45.00/day as prescribed by law.

### **#6 Adopt Memorial Day Resolution for reimbursement of expenses for veteran organization ceremonies.**

**BE IT RESOLVED** that each American Legion Post of Fillmore County, making application for said appropriation for defraying expenses of Memorial Day exercises for 2016, shall be granted \$75.00. Before such grants are made, the Post must furnish evidence that public exercises were held. In cities where there is also a Veterans of Foreign Wars Post and cooperative exercises are held, the Post sponsoring the exercises shall receive the entire grant of \$75.00.

### **#7 Authorize elected officials, department heads and division leaders overnight stays to Attend their respective annual Association of Minnesota conferences. (LIST)**

Extension Annual Meeting  
AIRTAP  
American Jail Association  
Association of Minnesota Counties  
Association of Minnesota Social Services Accountants  
Community Health Services annual meeting  
Conference for Veteran Services Assistants  
Department of Emergency Management annual meeting  
Department of Veterans Affairs annual meeting  
MN Association of Assessing Officers  
MN Association of County Administrators

MN Association of County Auditors  
MN Association of County Feedlot Officers  
MN Association of County Officers  
MN Association of County Planning and Zoning  
MN Association of County Surveyors  
MN Association of County Treasurers  
MN Association of County Veterans Service Officers  
MN Association of Emergency Managers  
MN Association of Financial Assistance Supervisors  
MN Association of Financial Workers/Case Aides  
MN Association of Social Service Administrators  
MN Association of Social Services Supervisors  
MN County Attorneys Association  
MN County Engineers Association  
MN Counties Human Resources Management Association  
MN County Recorders Association  
MN Department of Health Immunization Conference  
MN Family Support and Recovery Council  
MN GIS-LIS Consortium  
MN Home Care Association  
MN HSEM Governors Conference  
MN Jail Administrators Conference  
MN Local Public Health Association  
MN Society of Professional Surveyors  
MN State Sheriffs Association  
MN Surveyors and Engineers Society  
MN Pollution Control Agency Feedlot Annual meeting  
Recycling Association of Minnesota  
Solid Waste Administrators Association

**#8 Consider County payment for flu shots for County employees to be provided as an employee benefit and in the event of flu shot shortages, only those qualifying under MN guidelines would be immunized.**

**2015 107 employees received vaccination (94 billed to insurance/13 billed to county)**  
2014 112 employees received vaccination (101 billed to insurance/11 billed to county)  
2013 118 employees received vaccination (105 billed to insurance/13 billed to county)  
2012 118 employees received vaccination (103 billed to insurance/15 billed to county)  
2011 131 employees received vaccination (112 billed to insurance/19 billed to county)

**# 10 Website as alternative method for bids:**

**WHEREAS**, Minn. Statute § 311A.03 Subd. 3(b) allows a county to use its web-site or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

**NOW THEREFORE**, the Fillmore County Board of Commissioners hereby resolves:

**BE IT RESOLVED**, that from this day forward, the County of Fillmore may use the Fillmore County website, [www.co.fillmore.mn.us](http://www.co.fillmore.mn.us) , as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

**BE IT FURTHER RESOLVED**, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

**#11 AMC Delegates and Policy Committee Delegates**

**AMC 2016 POLICY COMMITTEE APPOINTMENTS**

**POLICY COMMITTEE**

**DELEGATE**

Environment & Natural Resources Policy Committee

General Government Policy Committee

Health & Human Services Policy Committee

Public Safety Policy Committee

Transportation & Infrastructure Policy Committee

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

*Each county can appoint one commissioner or county official to each of five policy committees. Each county must have at least one member appointed to a policy committee. No policy Committee member can be on more than one Policy Committee.*

**AMC 2016 DELEGATE APPOINTMENTS**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

**ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS**

**Section 1. Association Delegates** Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.

December 28, 2015

RE: Cathy Nation/Septic Lien

Requesting Subordination

Fillmore County Auditor/Treasurer,

We are working on a mortgage refinance for Cathy nation to help reduce her overall monthly payments. Loan terms are as follows: 18 year term, \$140,000 Loan amount, 6.75% rate Adjustable Rate Mortgage, Payment \$1391.15. When we pulled title work for Cathy we noticed that there was a septic lien on her property from Fillmore County. Currently we are unable to pay this lien off because of loan-to-value constraints which is why we are requesting subordination. We feel that this loan is the best case scenario for Cathy to be able to keep her payments affordable to ensure that she will not fall behind on payments. This loan keeps Cathy on a short term, keeping her payments affordable and putting her in a better long term position.

Sincerely,

Michael Garcia-507.864.2999

Mortgage Loan Representative

Marine Credit Union

SUBORDINATION AGREEMENT

Document Number

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, on the 16th day of April, 2012, Cathy J Nation

("Borrower"), executed a Note and Septic System Lien to Fillmore County ("Lender"), to secure payment of Twelve thousand five hundred sixty-five and no one-hundredths Dollars (\$ 12,565.00), which mortgage was recorded in the Office of the Register of Deeds for Fillmore County, Minnesota, on April 16th, 2012, as Document No. 388330 (the "Original Mortgage") and conveyed the real estate known as:

See attached Exhibit "A"

Recording Area

Name and Return Address

Marine Credit Union
PO Box 309
Onalaska, WI 54650
Attn: Nathan Meaur, Loan Servicing

05.0113.010

Parcel Identification Number (PIN)

(hereinafter referred to as the "Property").

AND WHEREAS, on March 16, 2014, Borrower granted to Marine Credit Union

a mortgage on the Property to secure payment of One hundred fifty thousand and no one hundredths Dollars (\$ 150,000.00), which mortgage will be recorded in the Office of the Register of Deeds for Fillmore County, Minnesota, on this date or shortly thereafter (the "Subsequent Mortgage").

WHEREAS, Lender has been requested to and has agreed to subordinate the lien of the Original Mortgage to the lien of the Subsequent Mortgage.

NOW, THEREFORE, for a good and valuable consideration, Lender hereby agrees that the lien of the Original Mortgage is subordinate and junior to the lien of the Subsequent Mortgage and that the lien of the Subsequent Mortgage shall also have a prior right over the lien of the Original Mortgage to all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to Property, and all proceeds occurring as a result of foreclosure against the Property, including a deed given in lieu of foreclosure.

IN WITNESS WHEREOF, the said officers of Lender have hereunto set their hands and seals this 16th day of March, 2014.

Fillmore County Auditor/Treasurers Office

By: [Signature]

By:

ACKNOWLEDGMENT

STATE OF Minnesota )
) ss.
Fillmore County )



Personally came before me this 16th day of March, 2014 the above named

by [Signature] to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Drafted by:
N. Meaur
for Marine Credit Union

Notary Public, State of Minnesota
My Commission is permanent. (If not, state expiration date: )

\* Names of persons signing in any capacity must be typed or printed below their signature.

The Fillmore County Board of Commissioners authorizes the payment of Auditor warrants for the period of January 1, 2016 thru December 31, 2016. The Auditor/Treasurer's office issues the Fillmore County Auditor Warrants. These warrants are reviewed and signed by the Fillmore County Auditor/Treasurer before payment. If the Auditor/Treasurer is not available the Lead Account Tech or the Finance Officer may review and issue the Auditor Warrants in the Auditor/Treasurer's absence. These warrants will be reviewed and signed by the Auditor/Treasurer on her return. To insure the integrity of this process the Fillmore County Commissioners will review these payments during their regularly scheduled meetings. Included is a list of items that are paid by auditor warrants and how they are paid.

1. The auditor's warrants consist of:
  - a. Only phone or utility bills that will be charged late fees, because of meeting schedule.
  - b. Special items approved at the weekly commissioners meeting
  - c. Court fees to the state and cities
  - d. Recorder fees to the state
  - e. Auditor's fees to the state
  - f. Mortgage and deed tax to the state
  - g. Payment on road projects approved by Commissioners and County Engineer. Final Payments through Commissioner Warrants.
  - h. Monthly coroner's fee to MN Regional Coroner's Office
  - i. Credit card payments made to avoid late fee's
  - j. Tax settlement to Townships, Cities, and Schools.
  - k. Tax abatement payments and prepaid tax settlement payments.
  - l. Distribute lodging tax quarterly
  - m. Payments for Ambulance Contracts
  - n. Pass through money from the State
  - o. Pre-approved contract payments and lease agreements to avoid late payments.
  - p. Board of Prisoners
  - q. Licenses necessary for operation which include FCC, vehicles, and airport. Does not include any software license.
  - r. Payment to Veteran Van Drivers
  - s. 2010 GO CIP Bond Payments
  - t. Postage Payments
  - u. Invoices with discounts if payments are made by a certain date.
  - v. Service Fee for Notice Of Expiration of Redemption for tax forfeiture property
2. The fees to the state are paid once a month. The Account Technician in the Auditor's Office checks the amount received in from the recorder's office. This amount is disbursed to the state.
3. The court fees are paid once a month off of the Court Fees Report.
4. The Auditor's fees are paid once a month off of the Vitals Report.

5. The Finance Officer balances the insurance premiums with the bill and pays the bill according to how much is owed from each department and gives the voucher to the Account Technician.
6. Utility bills are paid if they will save the late fee charge if they do not go through the Commissioner's warrants.
7. The mortgage and deed tax is balanced with the Treasurer's office.
8. The Road and Bridge department sends over estimates for road or bridge projects. The Road and Bridge Department designate the account number, amount to be paid, and the date the payment is to be paid. A copy of the estimate goes in the voucher, one with the warrant, and one in the bid file.
9. The vouchers are prepared, processed and balanced the same as the commissioner's warrants.
10. State money that passes through Fillmore County for Houston County, snowmobile trails, cities, schools, and township.
11. Settlement of taxes to the state, cities, schools, and townships.
12. Sales tax payments.
13. Payment of the Sheriff's Board of Prisoners.

## **LEADERSHIP GROWTH GROUPS**

### **OVERVIEW**

Leadership Growth Groups are highly participative groups of managers and administrators who want to increase their overall effectiveness as leaders and managers.

The sessions are designed to challenge, stretch, and inspire participants to higher levels of professional and personal effectiveness.

### **BACKGROUND**

The Leadership Growth Groups are an outgrowth of The Effective Management Program.

Through the years a number of managers and administrators who have participated in the seven-session Effective Management Program have indicated an interest in participating in a follow-up program.

They have enjoyed and benefited from the interaction with their peers, and like the idea of being part of an ongoing program of leadership and management development and effectiveness improvement. They realize that professionals are continually challenged to learn, grow, and fine-tune their skills.

Over ten years ago eleven city managers and administrators participated in a pilot follow-up program called The Advanced Effective Management Program. With few changes in participation, this group continues to meet. The Advanced Effective Management Program has evolved into today's Leadership Growth Program.

### **THE OBJECTIVES**

- 1) To provide ongoing interaction and the sharing of leadership and management experiences and lessons learned with a select group of managers and administrators.
- 2) To react to and discuss new ideas and concepts pertaining to leadership and management
- 3) To challenge and stretch each other to higher levels of leadership effectiveness
- 4) To serve as a professional growth and support group

### **THE PARTICULARS**

- 1) The theme of the program is "Leaders Helping Leaders"
- 2) The groups are (in most cases) limited to 12 participants
- 3) The groups meet every other month
- 4) Sessions are structured – yet flexible – to meet the needs of the group
- 5) Each session features discussion on a contemporary writing on leadership, management, or personal development

**REGISTRATION INFORMATION**  
**SE MINNESOTA PUBLIC SECTOR**  
**2016 LEADERSHIP GROWTH GROUP**  
**"Leaders Helping Leaders"**

**Purpose of the Program:**

- 1) To provide a forum for the ongoing interaction and sharing of leadership and management experiences, and lessons learned of a select group of managers and administrators
- 2) To react to and discuss new ideas and concepts pertaining to leadership and management
- 3) To challenge and stretch each other to higher levels of leadership effectiveness
- 4) To serve as a professional growth and support group for participants

**Registration Fee:**

\$600 per participant (plus the purchase price of selected books)

**The Registration Covers:**

- 1) Participation in six (three hour) workshop/group sessions facilitated by an experienced leadership and management consultant
- 2) Various handout materials that relate to the topics being discussed at the sessions

**Registration Procedure:**

Checks/Purchase Orders should be made payable to:

**Donald Salverda & Associates**

Mail to: Donald Salverda & Associates  
Roseville Professional Center, Suite 620  
2233 North Hamline Avenue  
Roseville, MN 55113

If the organization is to be billed, please enclose the purchase order (or purchase order number) with the registration form

For additional information or questions, call:

**Don Salverda ..... (651) 484-1335**

**Time and Location:**

**Session 1: January 28, 2016      12 Noon – 3:30 PM      Winona County Government Center**

---

**REGISTRATION FORM - THE SE MINNESOTA PUBLIC SECTOR**  
**2016 LEADERSHIP GROWTH GROUP**

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PURCHASE ORDER NUMBER:** \_\_\_\_\_

# IRS MILEAGE RATE

## 2016 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2015-137, Dec.17, 2015

WASHINGTON — The Internal Revenue Service today issued the 2016 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2016, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54 cents per mile for business miles driven, down from 57.5 cents for 2015
- 19 cents per mile driven for medical or moving purposes, down from 23 cents for 2015
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased 3.5 cents per mile and the medical, and moving expense rates decrease 4 cents per mile from the 2015 rates. The charitable rate is based on statute.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical or charitable expense are in [Rev. Proc. 2010-51](#). [Notice 2016-01](#) contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

**CONTRACT BETWEEN THE COUNTY OF FILLMORE  
AND BRAD JOHNSON  
FOR FIBER OPTIC CABLE LOCATION  
BETWEEN FILLMORE COUNTY COURTHOUSE AND  
FILLMORE COUNTY OFFICE BUILDING**

This Contract is made and entered into between the County of Fillmore, (hereinafter "County") and Brad Johnson (hereinafter "Contractor").

**WHEREAS**, the County requires services consisting of fiber optic cabling location between Fillmore County Courthouse, 101 Fillmore Street, Preston, MN 55965 and Fillmore County Office building, 902 Houston Street NW, Preston, MN 55965; and

**WHEREAS**, Contractor desires to and is capable of providing the necessary services to locate fiber optic cabling according to the terms and conditions stated in this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein the parties agree as follows:

**1. CONTRACTOR'S OBLIGATIONS**

1.1. Description. Contractor shall provide fiber optic location from the Fillmore County Courthouse to Fillmore County Office Building in compliance with federal, state, and local rules, regulations, codes and permits. The specific nature of the fiber optic location services provided by Contractor are more fully described in the scope and specifications in the attached Proposal from Brad Johnson attached hereto and incorporated by reference herein as Exhibit A as amended . The terms of this exhibit are incorporated and made part of this contract. If there are any inconsistencies between this Contract and Exhibit A the priority of documents shall be as follows: 1) This Contract; 2) and The Contractor's Bid (Exhibit A).

**2. TERM**

2.1. The term of this Contract shall begin on January 5, 2016 and terminate on January 3, 2017 unless notified by Fillmore County of contract renewal to allow for annual review of the agreement.

**3. COMPENSATION AND PAYMENT**

3.1. Rate of Compensation. The County shall pay the Contractor for the services provided in accordance with the terms of payment and the rates or fixed fees contained in Exhibit A of this Contract.

**4. COMPLIANCE WITH LAWS/STANDARDS**

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are contained in Exhibit B.
- 4.2. Violations. Any violation of such laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by Contractor shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such failure or loss.
- 4.3. Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principals of conflict of laws. All proceedings related to this Contract shall be venued in the County of Fillmore, State of Minnesota.

**5. INDEPENDENT CONTRACTOR STATUS**

Contractor is and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing herein contained is intended or should be construed as creating or establishing the relationship of co-partners between the parties hereto or as constituting Contractor as the employee of the County for any purpose or in any manner. The conduct and control of the work will lie solely with the Contractor. Moreover, Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits through the County. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

**6. INDEMNIFICATION**

Any and all claims that arise or may arise against Contractor, its subcontractors, partners, independent contractors, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance,

or failure to adequately perform Contractor's obligations pursuant to this Contract.

**7. INSURANCE**

The Contractor shall obtain and maintain the insurance coverage specified in Exhibit C, Contractor's Insurance, during the term of this Contract. The terms of Exhibit C are Incorporated into and made part of this Contract.

Also, Contractor shall provide insurance in accordance with the provisions of paragraph Number 5 of Exhibit C and shall provide proof said insurance at the time this contract is Signed as well as at anytime County requests proof during the performance of this Contract.

**8. SUBCONTRACTING**

If Contractor utilizes a subcontractor to perform any of its duties under this Contract, the Contractor must require the subcontractor to provide proof of insurance to the County prior to beginning work under this Contract in the coverage and amounts the same as set forth in Exhibit C. Contractor must also require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. When a subcontractor is utilized, the Contractor remains responsible for complying with all of the terms of this Contract. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound by the terms of this Contract.

Contractor agrees to pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. Contractor agrees to pay interest of 1 and 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. (Minnesota Statutes Section 471.425).

Contractor shall obtain all lien waivers and such other documents, including IC 134 certifications, as are necessary from any subcontractors to insure payment has been made and shall provide County any necessary lien waivers prior to payment by County.

**9. TIMELINESS**

Time is of the essence in this Contract. The failure of either party to perform its obligations in a timely manner may be considered by the other party as a material breach.

**10. DEFAULT**

Force Maieure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives

notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## **11. TERMINATION**

- 11.1 Termination Without Cause. The County upon thirty (30) days written notice to the Contractor may terminate this Contract without cause.
- 11.2. Termination for Cause. In addition to other specifically stated terms of this Contract or as otherwise provided by law, the following conditions, unless excused shall warrant termination of this Contract for cause:
- A. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
  - B. Failure to provide services or payment called for by this Contract within the time specified herein or any extension thereof.
  - C. Failure to perform any other material provision of this Contract.
  - D. Failure to diligently administer the work so as to endanger performance of the terms of this Contract.
- 11.3. Notice. Either party may terminate this Contract for cause by giving seven (7) days written notice of its intent to terminate to the other party unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract. The terminating party has the option, but is not required, to provide the other party an opportunity to cure the specified default. If an opportunity to cure is provided, it shall be specifically described in the notice of termination.
- 11.4. Delivery of Notice/Effective Date. Notice of termination for cause or without cause shall be made by certified mail or personal delivery to the authorized agent of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the address of the party as stated in paragraph 13.2 below.
- 11.5 Duties of Contractor upon Termination with Cause or without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:
- A. Discontinue provision of services under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Immediately notify all clients who are receiving services pursuant to this

Contract.

- C. Cancel all orders and subcontracts to the extent that they relate to the performance of services cancelled by the Notice of Termination.
- D. Complete performance of such services as shall not have been cancelled by the Notice of Termination.
- E. Return all County property in their possession within seven (7) days to the extent that it relates to the performance of services cancelled by the Notice of Termination.
- F. Submit an invoice for the performance of services prior to the effective date of Termination within thirty (30) days of said date.
- G. Maintain all records relating to the performance of the Contract as may be required by the County or State law.

11.6 Duties of County upon Termination of the Contract for Cause without Cause. Upon Delivery of the Notice of Termination, and except as otherwise provided; the County:

- A. Shall make within 30 days of its receipt of Contractor's invoice referenced in paragraph 11.5F above, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- B. Shall not be liable for any services provided after notice of termination, except as stated above or as authorized by the County in writing.

11.7 Effect of Termination for Cause or without Cause. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

11.8 Termination by County – Lack of Funding. Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the County to Contractor by facsimile is sufficient notice under the terms of this Contract. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

## 12. **CONTRACT RIGHTS/REMEDIES**

12.1. Rights Cumulative. All remedies available to either party under the terms of this

Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 12.2. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Contractor.
- 12.3. Damages for Breach/Set-Off. Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor the County may withhold final payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined.

13. **LIAISON/NOTIFICATION**

- 13.1. Liaison. To assist the parties in the day-to-day performance of this Contract and to ensure compliance with the specifications and provide ongoing consultation, a liaison shall be designated by Contractor and the County. The parties shall inform the other, in writing, of any change in the designated liaison. At the time of execution of this Contract the following person are the designated liaisons:

Contractor Liaison: <u>Brad Johnson</u>	County Liaison: <u>Jeffrey Cooper</u>
Phone Number: <u>507.355.1504</u>	Phone Number: <u>507.765.2611</u>
Cell Number: <u>507.219.8081</u>	Cell Number: <u>507.696.7857</u>
Fax Number: 507.355.1503	Fax Number: 507.765.2803

- 13.2. Notification. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

To Contractor:  
Brad Johnson  
PO Box 642  
Austin MN 55912  
507.355.1504  
507.219.8081 Cell

To the County:  
Bobbie Vickerman  
Fillmore County Coordinator  
101 Fillmore Street West  
PO Box 466  
Preston, MN 55965  
507.765.4566  
507.251.7361 (cell)

14. **MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Contractor.

**15. SEVERABILITY**

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

**16. FINAL CONTRACT**

16.1. This Contract is the final expression of the contract of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained. In the event of a conflict between any provision(s) of this Contract and any provision(s) contained in any exhibit attached hereto, the provision(s) of this Contract shall control. This Contract may be signed in counterparts, each as effective as the original.

16.2. Exhibits. The following exhibits are attached and incorporated fully herein.

- Exhibit A Contractor's Bid
- Exhibit B Assurances
- Exhibit C Insurance Requirements

**17. PERFORMANCE AND PAYMENT BOND**

Bonds Required. Contemporaneous with the execution of this Contract, Contractor shall provide both a Performance Bond for the County, in accordance with the requirements of Minn. Stat. § 375.21 (work and labor over \$50,000), and a Payment Bond for the County, in accordance with the requirement of Minn. Stat. § 574.26 ("public works" over \$75,000). Each bond shall be in an amount equal to or greater than the Contract amount. If this Contract is modified by contract of the parties, the payment and performance bonds shall be modified to reflect the increased value of the contract amount. The Performance bond shall be for the use and benefit of the County to complete the Contract according to its terms. The Payment bond shall be for the use and benefit of all persons furnishing labor and materials to perform the Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates indicated below.

**COUNTY OF FILLMORE**

Approved as to form:

Approved by Fillmore County Board

BY \_\_\_\_\_

\_\_\_\_\_  
Fillmore County Attorney/Date

Chair, Board of Commissioners

Date of Signature \_\_\_\_\_

**Contractor: Brad Johnson**

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor).

BY \_\_\_\_\_

\_\_\_\_\_ (print name)\_

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

## EXHIBIT A

Brad Johnson  
P.O. Box 642  
Austin, MN 55912

**Phone:** 507-355-1504 **Fax:** 507-355-1503  
**Cell:** 507-219-8081 **Email:** bradjohnsoncablelocator@gmail.com

Brad Johnson as a sole proprietor submits the following proposal to Fillmore County:

To locate fiber optic cable(s) and be compliant with the current rules and regulations regarding utility locates as mandated by the MN Office of Pipeline Safety.

Brad Johnson will receive and process tickets at a single email address. Tickets received will be forwarded to Fillmore County as processed. The fee for this service will be \$50.00 per month. Each ticket received will incur a fee of \$4.50. (The one call center charges the utilities for the service I pass on those fees.) The one call center charges an annual membership fee of \$100.00 which will be added to your bill.

If in Brad Johnson's opinion the ticket received requires a field visit and the County has given permission to perform the locate the cable will be located within the allowable guidelines (2 feet). If in Brad Johnson's opinion the ticket received requires an immediate field visit due to a life or property emergency, he is permitted to perform the locate; with efforts made to contact the representatives of Fillmore County. The fee for this service will be \$50.00 per ticket. Each visit to locate cables will incur a cost of \$50.00 regardless of the number of tickets. During extensive construction projects additional visits may be required to protect the cable. This service will be provided twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.

Brad Johnson will work with the Gopher State One Call center to place the Fillmore County Infrastructure on to the one call system database. This service will be provided at no cost. This will include annual verification with the one call center.

Brad Johnson agrees to carry liability insurance and to name Fillmore County as an additional insured. The fee for this will be \$150.00.

Either party may terminate this agreement with thirty (30) days written notice.

Brad Johnson agrees to provide this service twenty-four (24) hours a day, three hundred sixty five (365) days a year.

Billing will be monthly in a manner determined by Fillmore County.

## EXHIBIT B

### STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following employment upgrading, demotion, or transfer recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set for the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contract shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. §2000a at seq. which prohibits discrimination in employments because of race, color, religion, sex or national origin.
- B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended. 29 U.S.C. §701 at seq. and 45 O.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 at seq., as amended, and Minn. Stat. §181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. §206 (d), which provides

that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
  - G. Minn. Stat. 181.59 which prohibits discrimination against any person by reason of race, creed or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.
  - H. Americans with Disabilities Act of 1990, 42 U.S.C. §12101 through 12213, 47 U.S.C. §225,611, with regulations at 29 C.F.R. §1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.
2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereinafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in Section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.
  3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996.** The contractor agrees to comply with the requirements of the health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor's duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.
  4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other person who may perform work in connection this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.
  5. **BOND REQUIREDN FOR CERTAIN CONTRACTORS .** In accordance with

Minn. Stat. § 326B.194, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of person suffering financial loss by reason of Contractor's failure to comply with the requirements of this State Mechanical Code.

6. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- B. Have not with a three year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property, and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violated any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes, or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers, directors, owners, partners and person having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

Directions for On Line Access to Excluded Providers:

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://www.dhs.state.mn.us/main>. Search for OIG, then search for excluded providers.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

The following insurance must be maintained for the duration of any contract awarded after review of the proposals.

- A Certificate of Insurance for each policy must be on file with the Fillmore County's Purchasing Department within seven (7) days of execution of the contract and prior to commencement of any work under the contract. Each certificate must include a sixty (60) day notice of cancellation, non-renewal, or material change to all named and additional insured. Fillmore County must be named as additional insured for relevant coverages, except workers' compensation.

The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights therein to pursue any legal remedies against Consultant. All insurance policies shall be open to inspection by the County, and a certificate of insurance as proof of coverage will be required prior to beginning work. All subcontractors shall provide evidence of similar coverage.

#### **General Liability Insurance**

- No less than \$2,000 General Aggregate
- \$3,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- No less than \$1,500,000 each Occurrence
- No less than \$100,000 Fire Damage Limit
- No less than \$5,000 Medical Expense
- Option B, excess umbrella/liability coverage may be used to reach the total recommended limits
- Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability
- Policy should be written on an occurrence basis, not a claims-made basis
- Fillmore County should be named as Additional Insurance

#### **Business Automobile Liability Insurance**

- Minimum limits of liability shall be:
  - Combined Single Limit: \$1,500,000 per occurrence
- Option B, excess/umbrella liability coverage may be used to reach the total recommended minimum limit of \$1,500,000
- Must cover owned, non-owned and hired vehicles
- Fillmore County must be named as Additional Insured

**Professional Liability Insurance**

- No less than \$4,000,000 Aggregate
- \$2,000,000 per Wrongful Act or Occurrence

**Workers' Compensation**

- Per Minnesota Statutory Requirements
- Minimum limits of:
  - Bodily Injury by Accident: \$500,000 each accident
  - Bodily Injury by Disease: \$500,000 each employee
  - Bodily Injury by Disease: \$500,000 policy limit

Fillmore County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against consultant.

**INDEMNIFICATION CLAUSE**

An indemnification clause shall be contained in any contract awarded by the County as a result of the RFP process. Said indemnification language shall be as follows:

“Except as may be caused by the sole negligence of the County or its employees, Consultant shall indemnify and save harmless Fillmore County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, their subcontractors, and their agents, servants, or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or proved in connection with such act or omission that negligence of the County or its representatives cause or contributed thereto.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in above insurance paragraphs.”

This provision is not intended to create any cause of action in favor of any third party against the Consultant or the County or to enlarge in any way the contractor’s liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Consultant’s or the consultant’s agent’ performance hereunder.