

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
June 14, 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

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3:00 p.m. Pledge of Allegiance
Approve Agenda

Approve Consent Agenda:

1. June 7, 2016 County Board minutes.
2. Street closure for Saturday, July 9th for the City of Ostrander for Uffda Days, closure of Main Street/County #1 from South Street to 3rd Street for the evening hours.

Approve Commissioners' Warrants

3:05 p.m. Terry Schultz, Building Maintenance Supervisor

1. Consider courthouse roof repair proposal from Winona Heating & Ventilating, Inc
2. Consider quotes for courthouse external insulation and finish system (EIFS) repair

3:20 p.m. Ronald Gregg, Highway Engineer

1. Consider award of bid for the Chevron Sign Project

3:30 p.m. Citizen's Input

3:35 p.m. Thomas Kaase, Sheriff; Derek Fuglestad, Patrol Sargent; and Scott McConkey, Office of Traffic Safety Law Enforcement Liaison

1. Presentation of Toward Zero Death outstanding agency equipment award

3:45 p.m. Jessica Erickson, Director of Nursing, Community Services

1. Consider approval of Amendment No. 1 to the PH-Doc Maintenance and Support Agreement

3:55 p.m. Neva Beier, Social Services Manager, Community Services

1. Consider approval of Memorandum of Understanding with Mower County regarding Structured Decision Making training (tabled from June 7, 2016 meeting)

4:10 p.m. Cristal Adkins, Zoning Administrator

1. Consider resolution for a Conditional Use Permit for Michael Todd Juzwiak of Dream Acres Farm per the language for Agricultural Tourism Business to conduct a Friday night Pizza Night from May through October
2. Consider request for an Access Permit for Jim Koenig, Pinicon Farms located in York Township

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OTHER ADMINISTRATIVE ITEMS:

1. Consider approval of recommended bank signatures.
2. Consider resolution for Auditor/Treasurer and Recorder ballot question regarding appointment.
3. Consider appointment for the Extension Committee.
4. Discussion with possible action regarding the Auditor's warrant process.

Calendar review, committee reports and announcements.

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

Monday, June 13	8:00 a.m.	Root River One Watershed/One Plan, Fillmore County Office Building, 902 Houston Street NW, Conference Rm. 108, Preston
	6:00 p.m.	Development Achievement Center, Preston
	6:30 p.m.	Semcac, St. Charles
	7:30 p.m.	Winneshiek County Solid Waste Agency Joint Powers Board, Decorah
Tuesday, June 14	3:00 p.m.	County Board - Regular Meeting, Commissioners' Boardroom, Courthouse, Preston
	6:30 p.m.	Board of Appeal and Equalization, Commissioners' Boardroom, Courthouse, Preston
Wednesday, June 15	9:00 a.m.	Basin Alliance, Rochester
Thursday, June 16	1:00 p.m.	Historical Society, Fountain
	2:00 p.m.	Southeast MN Radio Advisory Board, Rochester
	4:30 p.m.	Soil and Water Conservation District (SWCD), SWCD Office, 900 Washington Street, NW, Preston
Tuesday, June 21	1:00 p.m.	Technology/Land Records/GIS
Wednesday, June 22	7:00 p.m.	Extension, Extension Conference Room, 902 Houston Street, NW, Preston
Thursday, June 23	5:30 p.m.	Economic Development Authority

FILLMORE COUNTY COMMISSIONERS' MINUTES

June 7, 2016

This is a preliminary draft of the June 7, 2016 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 7th day of June, 2016 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Randy Dahl, Duane Bakke, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; David Kiehne, Recorder; Kristina Kohn, Human Resources Officer; Ronald Gregg, Highway Engineer; Brett Corson, County Attorney; Thomas Kaase, Sheriff; Bonita Underbakke; John Weiss, Post Bulletin; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

On motion by Lentz and seconded by Bakke, the Board unanimously approved the amended agenda.

On motion by Root and seconded by Lentz, the Board unanimously approved the following Consent Agenda:

1. May 24, 2016 County Board minutes, as presented.
2. Payment of Stantec Consulting Services, Inc. invoice #1052312 in the amount of \$1,351.25 for Greenleaf Community Sanitary project professional services for April 9, 2016 through May 6, 2016.
3. Approve Fireworks Permit for Eagle Cliff Campground for July 2, 2016.
4. Approve Fireworks Permit for Sam and Gloria Blakeslee Farm for July 1st, 2nd & 3rd, 2016.

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

WARRANTS

The Auditor's warrants were reviewed.

Kristina Kohn, Human Resources Officer, was present.

On motion by Root and seconded by Bakke, the Board unanimously approved to change the "Holiday" Policy as recommended by the Personnel Committee. (Policy on file in the Coordinator's Office and to be distributed in accordance with the usual procedures)

On motion by Dahl and seconded by Root, the Board unanimously approved the Coordinator and Attorney to draft a resolution concerning posing a question on the November election ballot asking the public if the Auditor/Treasurer and/or Recorder positions should remain elected or be appointed and to bring the resolution back to the Board at the next meeting.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the new structure of the Auditor/Treasurer's office as recommended by the Personnel Committee.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the voluntary position change for Sherida Newgard from Accounting Technician, Lead, to Accounting Technician, Grade 5/Step 6, effective June 7, 2016 as recommended by the Personnel Committee.

FILLMORE COUNTY COMMISSIONERS' MINUTES

June 7, 2016

On motion by Dahl and seconded by Lentz, the Board unanimously approved the hire of Carrie Huffman as Interim Auditor/Treasurer and approved the Interim Auditor/Treasurer Agreement as recommended by the Personnel Committee.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the resignation of Julie Schreiber, Accounting Technician, effective June 16, 2016 and thanked her for her service to Fillmore County.

On motion by Dahl and seconded by Root, the Board unanimously approved the hire of Sarah Mensink as replacement Accounting Technician, Auditor/Treasurer's Office, at Grade 5/Step 1, effective Friday, June 24, 2016, as recommended by the Hiring Committee.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the hire of Lori Oehlke as replacement Accounting Technician, Auditor/Treasurer's Office, at Grade 5/Step 1, effective Tuesday, July 5, 2016 as recommended by the Hiring Committee.

On motion by Dahl and seconded by Root, the Board unanimously approved to replace the Account Technician/Case Aide position in Community Services, Public Health Division, from the current posting.

On motion by Dahl and seconded by Root, the Board unanimously approved to advertise for an Income Maintenance Eligibility worker in Community Services, Social Services Division, as recommended by the Personnel Committee.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the hire of Lee Dyreson as Highway Summer Intern in the Highway Department not to exceed sixty-seven (67) working days at Grade 1/Step 1 effective June 13, 2016 as recommended by the County Engineer.

On motion by Root and seconded by Bakke, the Board unanimously approved the hire of Aaron Marschell as a Highway Summer Intern in the Highway Department not to exceed sixty-seven (67) working days at Grade 1/Step 1 effective June 9, 2016 as recommended by the County Engineer.

The Citizens Input portion of the meeting was opened and closed at 10:19 a.m.

The Chair recessed the meeting at 10:20 a.m. and resumed back in session at 10:30 a.m.

Neva Beier, Social Services Manager, was present.

A motion was made by Root and seconded by Dahl, to approve the Memorandum of Understanding (MOU) with Mower County regarding Structured Decision Making training. Discussion ensued and there was a question about the cost associated with the training. Social Services Manager Beier was going to bring back further information.

On motion by Root and seconded by Dahl, the Board unanimously approved to table the motion concerning the Memorandum of Understanding with Mower County regarding Structured Decision Making training so more information can be obtained.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the Zumbro Valley Health Center Service Agreement for Community Support Program Services for an Adult Case Manager/Mental Health Practitioner from July 1, 2016 through December 31, 2016.

Thomas Kaase, Sheriff, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the annual renewal of the 2016 State of MN County Boat and Water Safety Grant Agreement for \$1,564.00.

Ronald Gregg, Highway Engineer, was present.

On motion by Dahl and seconded by Bakke, the Board unanimously approved advertising for the resurfacing of County State Aid Highway No. 11 north of TH 30. This will be a joint project with Winona County as recommended by the Highway Engineer.

On motion by Dahl and seconded by Lentz, the Board unanimously approved to add Interim Auditor/Treasurer Huffman to all bank accounts and remove all staff that are no longer with the Auditor Treasurer's office and asked for a recommendation to come back to the Board regarding other signors.

A review of the calendar was done and the following committee reports and announcements were given: Local Government Round Table – tomorrow; Airport meeting is scheduled for July 5th right after the Board meeting. Bakke and Vickerman reported on AMC Spring District 9 meeting held in Houston County; Candidates for AMC 2nd Vice President were announced; discussed updates to their website that county officials can use to access information; new capability for links directly to Legislators; Zoning legislation was approved and the County can opt out of the “Granny Pods” legislation by resolution by September 1st; Bakke went through the other legislative updates. Lentz – Economic Development Authority (EDA) met last week and CHS advisory Board. Root and Bakke – Greenleafon project walk through. Root – Cherry Grove Community Meeting working on process and looking at locating wells. Root/Prestby - Solid Waste Meeting – Waste Management came back with increased costs for services. Solid Waste Administrator was instructed to go back for continued negotiation. Dahl/Prestby – Personnel meeting. Veterans Dedication Ceremony was attended by Prestby, Dahl, Bakke and Lentz.

On motion by Lentz and seconded by Root, the Chair adjourned the meeting at 11:14 a.m.



OSTRANDER POLICE DEPT

Tom Mosher, Police Chief

414 Main Street
PO Box 115
Ostrander, MN 55961

Phone: 507/765-3874
Fax: 507/657-2507

To Fillmore County Officials:

On Saturday night July 9th, 2016 the City of Ostrander will be celebrating Uffda Days in Ostrander.

On this Saturday night the City of Ostrander is requesting a permit to close Main St. (Fillmore County #1) in Ostrander from about 1800hrs to 0100hrs. for a street dance. The band will stop playing at 2400 hrs. From my past experiences working dances it is the most practical and safest for all to be kept in proximity of the bars keeping all attendees of the dance all in one area. Thus, I highly recommend the street dance take place on Main Street in front of both bars.

The area to be blocked off on Main St. would be from **South Street to 3rd Street, about one block**. All traffic including emergency vehicles except semi's would be routed through the City of Ostrander from the south on South Street and from the north to 3rd Street

Semi's will be routed to take Fillmore County Rd. #14 from the south and Fillmore County Rd. #3 from the north. I would think that there would be a very limited amount of semi's coming into the City of Ostrander during this time.

The Main Street that is blocked off will be barricaded off at each end with an object that a vehicle would not be able to enter for safety reasons.

As the Ostrander Police Chief my intentions are to be near this blocked off area the entire time it is blocked off. I will also inform Fillmore County and Mower County Sheriff's Offices that this is taking place and to contact me with any emergency vehicles that may have a need to pass through the City Of Ostrander and assist any emergency vehicles through the City of Ostrander.

If you have any concerns or questions feel free to contact me anytime at 507-765-3874.

Thank you all for your time and consideration in this request.

Tom Mosher

Ostrander Police Chief



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1	DEPT			General Government		
7788	Quality Construction-Ron Schroeder 01-001-000-0000-5765		550.00	Cement work-Robert R Benson		Donation for Judge Benson Bench
7788	Quality Construction-Ron Schroeder		550.00	1 Transactions		
1	DEPT Total:		550.00	General Government	1 Vendors	1 Transactions
3	DEPT			Board Of Commissioners		
82132	Fillmore Co Journal 01-003-000-0000-6233		10.00	5/10/16 Board minutes	75881	Publications
82132	Fillmore Co Journal		10.00	1 Transactions		
3	DEPT Total:		10.00	Board Of Commissioners	1 Vendors	1 Transactions
11	DEPT			District Court		
5992	Suhler,Jr,Atty/Frederick S 01-011-000-0000-6261		320.00	12/23/15-6/1/2016 fees	23-JV-15-881	Court Appointed Attorneys
5992	Suhler,Jr,Atty/Frederick S		320.00	1 Transactions		
11	DEPT Total:		320.00	District Court	1 Vendors	1 Transactions
34	DEPT			Policy Coordinator		
111	Fillmore Co Treasurer- Credit Card/ACH 01-034-000-0000-6337		30.00	Mancinie 5/19		Other Travel Expense
	01-034-000-0000-6337		30.00	Mancini's 5/19		Other Travel Expense
	01-034-000-0000-6337		153.38	Best Western Plus 5/21		Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		213.38	3 Transactions		
34	DEPT Total:		213.38	Policy Coordinator	1 Vendors	3 Transactions
60	DEPT			Information Systems		
5397	MN Office Of Enterprise Technology 01-060-000-0000-6639		240.50	May 2016 Spam filtering	16050485	Asset Inventory
5397	MN Office Of Enterprise Technology		240.50	1 Transactions		
60	DEPT Total:		240.50	Information Systems	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
91	DEPT					County Attorney					
5287	Clerk of Courts-Waukesa County	01-091-000-0000-6377			18.75	Case#09TR6895 & 10CT1562 fees				Fees And Service Charges	
5287	Clerk of Courts-Waukesa County				18.75		1 Transactions				
7213	Metro Sales Inc	01-091-000-0000-6377			205.29	Ricoh Color Copier contract		INV545827		Fees And Service Charges	
7213	Metro Sales Inc				205.29		1 Transactions				
91	DEPT Total:				224.04	County Attorney		2 Vendors		2 Transactions	
101	DEPT					Recorder					
86848	US POSTMASTER	01-101-000-0000-6205			110.00	PO Box 465 annual fee				Postage And Postal Box Rent	
86848	US POSTMASTER				110.00		1 Transactions				
101	DEPT Total:				110.00	Recorder		1 Vendors		1 Transactions	
102	DEPT					Surveyor					
2223	Brand/Jeffrey R	01-102-000-0000-6311			8.05	Batteries-metal detector				Miscellaneous Repairs And Maintenance	
2223	Brand/Jeffrey R				8.05		1 Transactions				
85440	Centurylink	01-102-000-0000-6203			48.16	5/26-6/25/16 phones		301269931		Telephone	
85440	Centurylink				48.16		1 Transactions				
102	DEPT Total:				56.21	Surveyor		2 Vendors		2 Transactions	
103	DEPT					Assessor					
86848	US POSTMASTER	01-103-000-0000-6205			66.00	PO Box 67 annual fee				Postage And Postal Box Rent	
86848	US POSTMASTER				66.00		1 Transactions				
103	DEPT Total:				66.00	Assessor		1 Vendors		1 Transactions	
106	DEPT					Unallocated Recording Fee					
8110	Information Systems Corp										



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
8110 Information Systems Corp		448.65	24195	Other Office Supplies
		448.65	1 Transactions	
106 DEPT Total:		448.65	1 Vendors	1 Transactions
111 DEPT				Facilities Mtce
3370 Haakenson Electric Inc				
01-111-000-0000-6317		84.10	2960	Building Maintenance
01-111-000-0000-6317		55.00	2971	Building Maintenance
3370 Haakenson Electric Inc		139.10	2 Transactions	
5988 Preston Auto Parts				
01-111-000-0000-6411		9.98	472340	Custodial Supplies
5988 Preston Auto Parts		9.98	1 Transactions	
111 DEPT Total:		149.08	2 Vendors	3 Transactions
125 DEPT				Veteran Services
2584 CDW Government Inc				
01-125-000-0000-6420		211.85	order#HCPM518	State Grant Expenses
2584 CDW Government Inc		211.85	1 Transactions	
83550 Kelly Printing & Signs				
01-125-000-0000-6420		480.00	24063	State Grant Expenses
83550 Kelly Printing & Signs		480.00	1 Transactions	
125 DEPT Total:		691.85	2 Vendors	2 Transactions
149 DEPT				Other General Government
4928 1Source				
01-149-000-0000-6408		329.61	158253-0	County Shared Office Supplies
01-149-000-0000-6408		30.38	162046-0	County Shared Office Supplies
01-149-000-0000-6408		60.53	163337-0	County Shared Office Supplies
01-149-000-0000-6408		36.38	163339-0	County Shared Office Supplies
4928 1Source		456.90	4 Transactions	
85440 Centurylink				
01-149-000-0000-6203		3,558.80	5/26-6/26/2016	Telephone



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
85440	Centurylink		3,558.80		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-149-000-0000-6377		368.20	Hilton Hotels 5/5		Fees And Service Charges
	01-149-000-0000-6377		340.20	Hilton Hotels-5/5		Fees And Service Charges
111	Fillmore Co Treasurer- Credit Card/ACH		708.40		2 Transactions	
1995	Heidtke/Bonnie					
	01-149-000-0000-6335		35.10	3/30 AAA meeting		Employee Automobile Allowance
1995	Heidtke/Bonnie		35.10		1 Transactions	
4483	INTEREUM					
	01-149-000-0000-6372		990.72	Dispatch stool-ergonomic welln	order#20254	Wellness Grant Expenses
4483	INTEREUM		990.72		1 Transactions	
5397	MN Office Of Enterprise Technology					
	01-149-000-0000-6203		1,300.00	May 2016 WAN	DV16050408	Telephone
5397	MN Office Of Enterprise Technology		1,300.00		1 Transactions	
8569	Southeast Service Cooperative					
	01-149-000-0000-6242		175.00	Anul mbrshp-CCOGA-2016-2017	28192	Membership Dues
8569	Southeast Service Cooperative		175.00		1 Transactions	
149	DEPT Total:		7,224.92	Other General Government	7 Vendors	11 Transactions
201	DEPT			Enhanced 911 System		
4441	Independent Emergency Services, LLC					
	01-201-000-0000-6310		100.00	June 911 Service	acct 0010166	Contract Repairs And Maintenance
4441	Independent Emergency Services, LLC		100.00		1 Transactions	
201	DEPT Total:		100.00	Enhanced 911 System	1 Vendors	1 Transactions
202	DEPT			Sheriff		
3684	Ask/Mike					
	01-202-000-0000-6337		8.64	5/26/16 mileage for jury duty		Other Travel Expense
3684	Ask/Mike		8.64		1 Transactions	
4767	Galls, LLC					



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-202-000-0000-6455		32.37	Stinger lamp		Law Enforcement Supplies
4767	Galls, LLC		32.37		1 Transactions	
4795	KUEHN MOTOR COMPANY					
	01-202-000-0000-6311		33.21	2012 Service-Impala	180088	Miscellaneous Repairs And Maintenance
4795	KUEHN MOTOR COMPANY		33.21		1 Transactions	
83968	MN Bureau Of Criminal Apprehension-CJ					
	01-202-000-0000-6357		150.00	Death investigation conference		Peace Officer Training Expense
83968	MN Bureau Of Criminal Apprehension-CJ		150.00		1 Transactions	
6007	O'Donnell/John					
	01-202-000-0000-6337		29.16	Bailiff mileage 5/26/16		Other Travel Expense
6007	O'Donnell/John		29.16		1 Transactions	
3569	Uniforms Unlimited Inc					
	01-202-000-0000-6173		11.95	Name bar	29727-1	Uniform Allowance
3569	Uniforms Unlimited Inc		11.95		1 Transactions	
202	DEPT Total:		265.33	Sheriff	6 Vendors	6 Transactions
203	DEPT			Spring Valley Contract		
85440	Centurylink					
	01-203-000-0000-6203		42.44	5/26-6/25/16 phones-SV	301264120	Telephone
85440	Centurylink		42.44		1 Transactions	
203	DEPT Total:		42.44	Spring Valley Contract	1 Vendors	1 Transactions
205	DEPT			Sheriff Contingent Funds		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-205-000-0000-6387		61.03	1 print ctrg-ID machine		Gun Permit Expenses
111	Fillmore Co Treasurer- Credit Card/ACH		61.03		1 Transactions	
205	DEPT Total:		61.03	Sheriff Contingent Funds	1 Vendors	1 Transactions
251	DEPT			County Jail		
9	AmeriPride Services, Inc					
	01-251-000-0000-6377		61.43	5/2/16 laundry	2800625544	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
		01-251-000-0000-6377		68.78	5/16/16 laundry		2800630681		Fees And Service Charges	
		01-251-000-0000-6377		68.78	5/30/16 laundry		2800635726		Fees And Service Charges	
9	AmeriPride Services, Inc			198.99		3 Transactions				
85440	Centurylink									
		01-251-000-0000-6203		461.73	5/26-6/25/16 phones		301269917		Telephone	
		01-251-000-0000-6203		65.66	Telephones 5/26-6/25/16		406899378		Telephone	
85440	Centurylink			527.39		2 Transactions				
4728	Kaase/Thomas									
		01-251-000-0000-6379		5,190.00	May 2016 Board of prisoners				Board Of Prisoners	
4728	Kaase/Thomas			5,190.00		1 Transactions				
4866	MEnD CORRECTIONAL CARE,PLLC									
		01-251-000-0000-6429		2,125.00	June 2016 Contract pmt		1311		Nurse/Medical Service Agreement	
4866	MEnD CORRECTIONAL CARE,PLLC			2,125.00		1 Transactions				
5988	Preston Auto Parts									
		01-251-000-0000-6411		8.48	Armor All		466024		Custodial Supplies	
		01-251-000-0000-6411		29.99	Roundup weed killer		468400		Custodial Supplies	
5988	Preston Auto Parts			38.47		2 Transactions				
251	DEPT Total:			8,079.85	County Jail		5 Vendors		9 Transactions	
441	DEPT				Public Health					
	3169	Pohlman/Brenda L								
		01-441-000-0000-6448		165.75	6/3/16 SHIP Jail Garden-Hillsi				Ship Grant Expenses	
		01-441-000-0000-6448		40.48	6/3/16 SHIP Chosen Valley Care				Ship Grant Expenses	
		01-441-000-0000-6448		204.48	5/26/16 SHIP Jail & Lanesboro				Ship Grant Expenses	
		01-441-000-0000-6448		93.96	5/21-5/27/16 SHIP mileage				Ship Grant Expenses	
	3169	Pohlman/Brenda L		504.67		4 Transactions				
441	DEPT Total:			504.67	Public Health		1 Vendors		4 Transactions	
443	DEPT				Nursing Service					
	4177	GATZKE/MICHELE								
		01-443-000-0000-6335		327.24	5/2-5/31/16 mileage				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
4177	GATZKE/MICHELE		327.24		1 Transactions	
8205	Kruegel/Vicki 01-443-000-0000-6335		100.98	5/3-5/31/16 mileage		Employee Automobile Allowance
8205	Kruegel/Vicki		100.98		1 Transactions	
2042	Lyngholm/Margaret 01-443-000-0000-6335		14.74	5/25/16 mileage-Good Shepherd		Employee Automobile Allowance
2042	Lyngholm/Margaret		14.74		1 Transactions	
3315	Melver/Paula 01-443-000-0000-6335		294.79	5/3-5/31/16 nursing mileage		Employee Automobile Allowance
3315	Melver/Paula		294.79		1 Transactions	
5056	PETERSON/SARA 01-443-000-0000-6335		155.74	5/2-5/25/16 nursing mileage		Employee Automobile Allowance
5056	PETERSON/SARA		155.74		1 Transactions	
3169	Pohlman/Brenda L 01-443-000-0000-6335		28.08	5/31 nursing mileage		Employee Automobile Allowance
3169	Pohlman/Brenda L		28.08		1 Transactions	
81511	Preston Foods 01-443-000-0000-6432		129.47	Food-nurses/HHA inservice	1000501003	Public Health Supplies
81511	Preston Foods		129.47		1 Transactions	
2237	Thiss/Kathy 01-443-000-0000-6437		116.10	CTC mileage-5/9-5/13/16		C & Tc Supplies
	01-443-000-0000-6445		286.74	Tanf mileage-5/3-5/31/16		TANF Home Visits
2237	Thiss/Kathy		402.84		2 Transactions	
443	DEPT Total:		1,453.88	Nursing Service	8 Vendors	9 Transactions
444	DEPT			Home Health		
1901	Aske/Nancy J 01-444-000-0000-6335		23.49	5/16-5/27/16 HHA auto expense		Employee Automobile Allowance
1901	Aske/Nancy J		23.49		1 Transactions	
3801	Bergo/Doreen					



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	01-444-000-0000-6335		100.98	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				100.98		1 Transactions			
2508	Clark/Evelyn	01-444-000-0000-6335		11.83	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				11.83		1 Transactions			
111	Fillmore Co Treasurer- Credit Card/ACH	01-444-000-0000-6433		309.71	Shower chair-cl#818-cadi pd			Waiver Reimbursables	
				309.71		1 Transactions			
4177	GATZKE/MICHELE	01-444-000-0000-6433		18.24	Grab bar-cl#33221			Waiver Reimbursables	
				18.24		1 Transactions			
3647	Jergenson/Karin	01-444-000-0000-6335		65.25	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				65.25		1 Transactions			
3070	Kallis/Sara	01-444-000-0000-6335		158.85	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				158.85		1 Transactions			
8660	Lopez/Debbilyn	01-444-000-0000-6335		35.64	5/17-5/27/16 HHA auto expense			Employee Automobile Allowance	
				35.64		1 Transactions			
1814	Martin/Debra	01-444-000-0000-6335		70.74	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				70.74		1 Transactions			
5997	Ostby/Helen	01-444-000-0000-6335		70.20	5/16-5/27/2016 HHA auto expens			Employee Automobile Allowance	
				70.20		1 Transactions			
3735	Pappas/Natalie	01-444-000-0000-6335		2.70	5/16-5/27/16 HHA auto expense			Employee Automobile Allowance	
				2.70		1 Transactions			



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4841	ROCHESTER CITY LINES 01-444-000-0000-6433		1,314.00	Bus- cl#'s 725&625-Aug-Sep&Nov	828,921,130	Waiver Reimbursables
4841	ROCHESTER CITY LINES		1,314.00	1 Transactions		
3429	Tienter/Lesa 01-444-000-0000-6335		146.88	5/16-5/27/16 HHA auto expense		Employee Automobile Allowance
3429	Tienter/Lesa		146.88	1 Transactions		
444	DEPT Total:		2,328.51	Home Health	13 Vendors	13 Transactions
446	DEPT			Mch Program		
5056	PETERSON/SARA 01-446-000-0000-6335		29.38	5/16/16 MCH mileage		Employee Automobile Allowance
5056	PETERSON/SARA		29.38	1 Transactions		
446	DEPT Total:		29.38	Mch Program	1 Vendors	1 Transactions
515	DEPT			Memorial Day Services		
1863	Ostrander American Legion 01-515-000-0000-6802		75.00	5/30 Memorial Day program		Appropriations
1863	Ostrander American Legion		75.00	1 Transactions		
2711	Spring Valley American Legion Post 68 01-515-000-0000-6802		75.00	5/30/16 Memorial Day program		Appropriations
2711	Spring Valley American Legion Post 68		75.00	1 Transactions		
98	Whalan American Legion Post 637 01-515-000-0000-6802		75.00	5/29/16 Memorial Day program		Appropriations
98	Whalan American Legion Post 637		75.00	1 Transactions		
515	DEPT Total:		225.00	Memorial Day Services	3 Vendors	3 Transactions
602	DEPT			County Extension Service		
2584	CDW Government Inc 01-602-000-0000-6639		188.09	equipment(screen)	BVK0926	Asset Inventory
2584	CDW Government Inc		188.09	1 Transactions		
5154	EO JOHNSON					

*** 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
01-602-000-0000-6310		121.70	copies	CNIN852068
5154 EO JOHNSON		121.70	1 Transactions	Contract Repairs And Maintenance
602 DEPT Total:		309.79	County Extension Service	2 Vendors 2 Transactions
603 DEPT			Feedlot	
111 Fillmore Co Treasurer- Credit Card/ACH				
01-603-000-0000-6337		19.22	4/25 Hutch/Bowl meal	Other Travel Expense-Meals
01-603-000-0000-6337		24.86	4/26 Hutch/Bowl-meal	Other Travel Expense-Meals
01-603-000-0000-6337		14.00	4/28 McCormicks-meal	Other Travel Expense-Meals
01-603-000-0000-6337		14.00	Hutch Bowl-4/28-meal	Other Travel Expense-Meals
01-603-000-0000-6337		7.28	4/28 Burger King-meal	Other Travel Expense-Meals
01-603-000-0000-6337		215.22	4/28 Days Inn-lodging	Other Travel Expense-Meals
111 Fillmore Co Treasurer- Credit Card/ACH		294.58	6 Transactions	
603 DEPT Total:		294.58	Feedlot	1 Vendors 6 Transactions
1 Fund Total:		23,999.09	County Revenue Fund	86 Transactions

CHUFFMAN
 6/9/16 5:47PM
 12 INFRA FUND

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</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>
111	DEPT		Facilites Mtce		
	3370 Haakenson Electric Inc				
	12-111-000-0000-6625		221.23 Electrical work-Heather's desk	2987	Building Improvement
	3370 Haakenson Electric Inc		221.23		
				1 Transactions	
111	DEPT Total:		221.23 Facilites Mtce	1 Vendors	1 Transactions
12	Fund Total:		221.23 INFRA FUND		1 Transactions

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
300 DEPT		Highway Administration		
85440 Centurylink				
13-300-000-0000-6203		46.87 TELEPHONE 061716	301264100	Telephone
13-300-000-0000-6203		187.22 TELEPHONE 061716	301269901	Telephone
13-300-000-0000-6203		212.20 TELEPHONE 061716	301269908	Telephone
85440 Centurylink		446.29		3 Transactions
82132 Fillmore Co Journal				
13-300-000-0000-6241		18.70 ADS-EMPLOYMENT 061716	75718	Advertising
13-300-000-0000-6241		18.70 ADS-EMPLOYMENT 061716	75747	Advertising
82132 Fillmore Co Journal		37.40		2 Transactions
110 Fillmore Co Treasurer				
13-300-000-0000-6205		50.21 MAY POSTAGE 061716		Postage And Postal Box Rent
13-300-000-0000-6377		80.91 OLD CUBICAL REMOVAL-RRC 061716	RRC 45888	Fees And Service Charges
110 Fillmore Co Treasurer		131.12		2 Transactions
4572 XEROX BUSINESS SERVICES LLC				
13-300-000-0000-6270		5,368.95 ANNUAL HWY ACS RENEWAL 061716	1269938	Data Processing
4572 XEROX BUSINESS SERVICES LLC		5,368.95		1 Transactions
300 DEPT Total:		5,983.76		Highway Administration 4 Vendors 8 Transactions
310 DEPT		Highway Maintenance		
1891 Bruening Rock Products, Inc.				
13-310-000-0000-6505		276.51 ROCK 061716	10933	Aggregate
13-310-000-0000-6505		1,259.40 ROCK 061716	11364	Aggregate
1891 Bruening Rock Products, Inc.		1,535.91		2 Transactions
5751 Fastenal Company				
13-310-000-0000-6515		68.57 SUPPLIES 061716	67999	Traffic Signs
13-310-000-0000-6515		73.68 SUPPLIES 061716	68096	Traffic Signs
5751 Fastenal Company		142.25		2 Transactions
5283 Flint Trading Inc.				
13-310-000-0000-6580		844.38 BRIDGE REPAIR 061716	196695	Other Repair And Maintenance Supplies
5283 Flint Trading Inc.		844.38		1 Transactions
145 G & K Services				

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	13-310-000-0000-6293		336.46	UNIFORMS	061716	1491208	Uniform Expense
145	G & K Services		336.46		1 Transactions		
3632	Milestone Materials Inc						
	13-310-000-0000-6505		357.83	ROCK	061716	5561	Aggregate
	13-310-000-0000-6505		215.08	ROCK	061716	5562	Aggregate
3632	Milestone Materials Inc		572.91		2 Transactions		
3594	Napa Auto Parts						
	13-310-000-0000-6580		23.61	SUPPLIES	061716	934676	Other Repair And Maintenance Supplies
3594	Napa Auto Parts		23.61		1 Transactions		
272	Newman Signs						
	13-310-000-0000-6515		30.74	SIGN	061716	TI0298182	Traffic Signs
272	Newman Signs		30.74		1 Transactions		
3276	O'connell Excavating & Plumbing Inc						
	13-310-000-0000-6580		60.00	BRIDGE REPAIR	061716		Other Repair And Maintenance Supplies
3276	O'connell Excavating & Plumbing Inc		60.00		1 Transactions		
1684	Olson Explosives Inc						
	13-310-000-0000-6524		849.00	CHLORIDE	061716	OE134259	Dust Control
1684	Olson Explosives Inc		849.00		1 Transactions		
8755	Valley Home Improvement						
	13-310-000-0000-6580		76.50	BRIDGE REPAIR	061716	50357	Other Repair And Maintenance Supplies
8755	Valley Home Improvement		76.50		1 Transactions		
310	DEPT Total:		4,471.76	Highway Maintenance		10 Vendors	13 Transactions
320	DEPT			Highway Construction			
785	Griffin Construction Co						
	13-320-000-0000-6361		85,250.15	601-27 B/B#1		SAP 23-601-027	State Bridge Bonding (Fund29)
	13-320-000-0000-6343		74,416.92	601-31 R/C#1		SAP 23-601-031	Regular Construction Contracts
	13-320-000-0000-6361		134,792.84	601-28-B/B#1		SAP-061-028	State Bridge Bonding (Fund29)
785	Griffin Construction Co		294,459.91		3 Transactions		
5225	Sherwin-Williams Co						
	13-320-000-0000-6501		111.94	LATH PAINT	061716	8443-2	Engineering And Surveying Supplies



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
5225 Sherwin-Williams Co		111.94	1 Transactions	
8755 Valley Home Improvement				
13-320-000-0000-6501		15.95	SUPPLIES 061716	50003 Engineering And Surveying Supplies
8755 Valley Home Improvement		15.95	1 Transactions	
320 DEPT Total:		294,587.80	Highway Construction	3 Vendors 5 Transactions
330 DEPT			Equipment Maintenance Shops	
2208 Canton City				
13-330-000-0000-6251		70.78	UTILITIES 061716	226 Electricity
2208 Canton City		70.78	1 Transactions	
2322 Carquest				
13-330-000-0000-6575		14.69	PARTS 061716	1537217940 Machinery Parts
13-330-000-0000-6575		140.06	FILTERS 061716	1537218235 Machinery Parts
2322 Carquest		154.75	2 Transactions	
288 City Of Peterson				
13-330-000-0000-6251		153.92	UTILITIES 061716	108A Electricity
288 City Of Peterson		153.92	1 Transactions	
4598 Class C Solutions Group				
13-330-000-0000-6576		113.75	SUPPLIES 061716	8451123001 Shop Supplies & Tools
4598 Class C Solutions Group		113.75	1 Transactions	
5826 Culligan Water Conditioning				
13-330-000-0000-6317		32.95	DRINKING WATER 061716	913778 Building Maintenance
5826 Culligan Water Conditioning		32.95	1 Transactions	
8165 Dave Syverson Freightliner				
13-330-000-0000-6575		177.19-	PARTS 061716	248053 Machinery Parts
13-330-000-0000-6575		1,189.72	PARTS 061716	249842 Machinery Parts
13-330-000-0000-6575		253.22	PARTS 061716	249968 Machinery Parts
8165 Dave Syverson Freightliner		1,265.75	3 Transactions	
5751 Fastenal Company				
13-330-000-0000-6576		22.72	SUPPLIES 061716	67998 Shop Supplies & Tools
13-330-000-0000-6576		18.77	SUPPLIES 061716	68063 Shop Supplies & Tools

Vendor No.	Name	Account/Formula	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		13-330-000-0000-6576		235.01	SUPPLIES	061716	68075		Shop Supplies & Tools	
5751	Fastenal Company			276.50				3 Transactions		
145	G & K Services	13-330-000-0000-6576		252.42	SUPPLIES	061716	1491208		Shop Supplies & Tools	
145	G & K Services			252.42				1 Transactions		
3370	Haakenson Electric Inc	13-330-000-0000-6317		309.64	REPAIR	061716	3011		Building Maintenance	
3370	Haakenson Electric Inc			309.64				1 Transactions		
155	Hammell Equipment Inc	13-330-000-0000-6575		339.69	PARTS	061716	1179103		Machinery Parts	
155	Hammell Equipment Inc			339.69				1 Transactions		
170	Hyland Motor Company	13-330-000-0000-6575		336.70	PARTS	061716	133194		Machinery Parts	
170	Hyland Motor Company			336.70				1 Transactions		
3594	Napa Auto Parts	13-330-000-0000-6575		51.50	PARTS	061716	933980		Machinery Parts	
		13-330-000-0000-6575		77.25	PARTS	061716	934038		Machinery Parts	
		13-330-000-0000-6576		25.49	SUPPLIES	061716	934600		Shop Supplies & Tools	
3594	Napa Auto Parts			154.24				3 Transactions		
3541	Nuss Truck Group Inc	13-330-000-0000-6575		206.75	PARTS	061716	1155587P		Machinery Parts	
		13-330-000-0000-6575		139.95	PARTS	061716	1155619P		Machinery Parts	
		13-330-000-0000-6575		179.90	PARTS	061716	1155716P		Machinery Parts	
3541	Nuss Truck Group Inc			526.60				3 Transactions		
8080	Plunkett's Pest Control, Inc	13-330-000-0000-6317		66.20	PEST CONTROL	061716	5441384		Building Maintenance	
		13-330-000-0000-6317		50.89	PEST CONTROL	061716	5441385		Building Maintenance	
8080	Plunkett's Pest Control, Inc			117.09				2 Transactions		
5988	Preston Auto Parts	13-330-000-0000-6576		6.57	SUPPLIES	061716	468044		Shop Supplies & Tools	
		13-330-000-0000-6575		39.99	PARTS	061716	468750		Machinery Parts	



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6575		15.08	PARTS 061716	469858 Machinery Parts
13-330-000-0000-6575		8.99	PARTS 061716	470490 Machinery Parts
13-330-000-0000-6575		13.40	PARTS 061716	470615 Machinery Parts
13-330-000-0000-6576		2.90	SUPPLIES 061716	470667 Shop Supplies & Tools
13-330-000-0000-6575		38.25	PARTS 061716	470807 Machinery Parts
13-330-000-0000-6576		23.65	SUPPLIES 061716	470931 Shop Supplies & Tools
13-330-000-0000-6575		8.00	PARTS 061716	470979 Machinery Parts
13-330-000-0000-6575		16.38	PARTS 061716	471502 Machinery Parts
5988 Preston Auto Parts		173.21	10 Transactions	
303 Preston Equipment Co				
13-330-000-0000-6576		30.11	SUPPLIES 061716	01-7578 Shop Supplies & Tools
303 Preston Equipment Co		30.11	1 Transactions	
3206 S & A Petroleum				
13-330-000-0000-6561		7.60	DIESEL 061716	155363 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		8.29	DIESEL 061716	155970 Gasoline Diesel And Other Fuels
3206 S & A Petroleum		15.89	2 Transactions	
85924 Schilling Supply Company				
13-330-000-0000-6576		103.77	SUPPLIES 061716	21508 Shop Supplies & Tools
85924 Schilling Supply Company		103.77	1 Transactions	
67 Spring Valley True Value				
13-330-000-0000-6575		14.99	PARTS 061716	A32681 Machinery Parts
13-330-000-0000-6576		3.18	SUPPLIES 061716	A32875 Shop Supplies & Tools
67 Spring Valley True Value		18.17	2 Transactions	
4771 Terminal Supply Company				
13-330-000-0000-6576		69.21	SUPPLIES 061716	24051-00 Shop Supplies & Tools
4771 Terminal Supply Company		69.21	1 Transactions	
7757 Universal Truck Equipment Inc				
13-330-000-0000-6575		134.50	PARTS 061716	41737 Machinery Parts
7757 Universal Truck Equipment Inc		134.50	1 Transactions	
330 DEPT Total:		4,649.64	Equipment Maintenance Shops	21 Vendors 42 Transactions

340 DEPT

Local Option Sales Tax

CHUFFMAN

6/9/16 5:47PM

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
1891	Bruening Rock Products, Inc. 13-340-000-0000-6505		6,067.20	ROCK 061716	11364	Aggregate
1891	Bruening Rock Products, Inc.		6,067.20	1 Transactions		
1996	Crop Production Services 13-340-000-0000-6529		115.00	SEEDING 061716	29978630	Seeding
1996	Crop Production Services		115.00	1 Transactions		
340	DEPT Total:		6,182.20	Local Option Sales Tax	2 Vendors	2 Transactions
13	Fund Total:		315,875.16	County Road & Bridge		70 Transactions

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
390	DEPT			Resource Recovery Center		
2584	CDW Government Inc 14-390-000-0000-6408		25.57	Startech USB Mini wireless	BVM0572	Other Office Supplies
2584	CDW Government Inc		25.57	1 Transactions		
145	G & K Services 14-390-000-0000-6377		26.84	5/6-5/27/16 uniforms	5629-5067	Fees And Service Charges
145	G & K Services		26.84	1 Transactions		
9375	Green Lights Recycling Inc 14-390-000-0000-6862		366.50	Fluorescent lamps,etc	16-3249	Management Of Problem Wastes
9375	Green Lights Recycling Inc		366.50	1 Transactions		
5988	Preston Auto Parts 14-390-000-0000-6316		89.99	Pump utility 1/4 HP	472570	Grounds Maintenance
5988	Preston Auto Parts		89.99	1 Transactions		
3206	S & A Petroleum 14-390-000-0000-6561		34.99	5/19/16- 1 LP	155790	Gasoline Diesel And Other Fuels
3206	S & A Petroleum		34.99	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6374		21,846.48	May 2016 Landfill	0674640-2760-5	Landfill Tipping Fees
1487	Waste Management - WI-MN		21,846.48	1 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		1,064.58	5/31/16 household	20751	Landfill Tipping Fees
5882	Winneshiek County Landfill		1,064.58	1 Transactions		
390	DEPT Total:		23,454.95	Resource Recovery Center	7 Vendors	7 Transactions
391	DEPT			Score Grant Program		
1487	Waste Management - WI-MN 14-391-000-0000-6861		6,476.60	4/26-5/25/16 Roll-off	3109866-2760-8	Recycling Operation Expense
1487	Waste Management - WI-MN		6,476.60	1 Transactions		
391	DEPT Total:		6,476.60	Score Grant Program	1 Vendors	1 Transactions

CHUFFMAN
6/9/16 5:47PM
14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
14 Fund Total:		29,931.55	Sanitation Fund		8 Transactions

*** 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
0	DEPT			...		
1859	MN Department Of Finance 87-000-000-0000-2100 87-000-000-0000-2313		1,550.00 4,956.00	May 2016 Vitals May 2016 RE surcharge		Due To Other Governmental Agencies Real Estate Surcharge
1859	MN Department Of Finance		6,506.00		2 Transactions	
5993	Mn Dept Of Health 87-000-000-0000-2312		170.00	May 2016 Well cert		Well Management Funds
5993	Mn Dept Of Health		170.00		1 Transactions	
0	DEPT Total:		6,676.00	...	2 Vendors	3 Transactions
87	Fund Total:		6,676.00	State Revenue And School Func		3 Transactions
	Final Total:		376,703.03	117 Vendors	168 Transactions	

*** Fillmore County ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	23,999.09	County Revenue Fund	
	12	221.23	INFRA FUND	
	13	315,875.16	County Road & Bridge	
	14	29,931.55	Sanitation Fund	
	87	6,676.00	State Revenue And School Fund	
	All Funds	376,703.03	Total	Approved by,
			
			

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/14/2016

Amount of time requested (minutes): 15

Department: Facilities Maintenance

Requested By: Terry A. Schultz

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

Courthouse Roof repairs. Total cost \$6,165.00. Courthouse EIFS repairs. Karr Tuckpointing \$1,560.00. Perfection in every Direction \$1,200.00

Check if there will be additional documentation for any item(s) listed above.

Reviewed By: Building Maintenance Supervisor Terry A. Schultz

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**



Winona Office
374 East Second St.
P.O. Box 77
Winona, MN 55987

Phone 507.452.2064
Fax 507.452.6320
www.whvr.com

Rochester Office
1712 Third Ave. SE
Rochester, MN 55904

Phone 507.280.4201
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www.whvr.com

La Crosse Office
1202 Caledonia St.
La Crosse, WI 54603

Phone 608.782.6550
Fax 608.782.1219
www.whvr.com

ESTABLISHED IN 1902

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April 20, 2016

To: Fillmore County Courthouse
101 Fillmore St. West
Preston, MN 55965

Attn: Terry Schultz

Proposal No: TR2272-4-16

Re: Roof Preventative Maintenance
Roof Sections 1 & 2 Per Map
1-507-459-4640

SCOPE OF WORK

Roof No. 1 per Map

Item No. 1 indicates 4 locations of open/deteriorated caulking on the corner of the sheet metal coping cap. Our recommendation is to remove the existing caulk and recaulk with the proper sheet metal caulk.

Item No. 2 indicates 3 locations of missing caulking around the picture framing on the exterior of the scupper. Our recommendation is to caulk these locations with the proper sheet metal caulk.

Item No. 3 indicates 3 locations of open angle changes. Our recommendation is to overlay these locations with new 9" uncured flashing.

Item No. 4 indicates a perimeter corner that is just starting to open. Our recommendation is to overlay this location with new 9" uncured flashing.

Item No. 5 indicates a wall flashing corner splice starting to open. Our recommendation is to overlay this location with new 9" uncured flashing.

Item No. 6 indicates open/deteriorated caulking where the sheet metal and brick meet. Our recommendation is to remove the existing caulk, clean, and recaulk with the proper sheet metal caulk.

Members of: Sheet Metal, Air Conditioning and Roofing Contractors Association of Minnesota
National Roofing Contractors Association | Midwest Roofing Contractors Association

Michael Gostomski, President
An Equal Opportunity Employer

Item No. 7 indicates approximately 3 L.F. of open curb flashing seam. Our recommendation is to overlay this location with new 9" uncured flashing.

Item No. 8 indicates 16 locations of open curb corners (1 is not open but the uncured flashing is very thin). Our recommendation is to overlay these locations with new 9" uncured flashings.

Item No. 9 indicates 2 locations of open/deteriorated caulking around the insulated pipe penetrations. Our recommendation is to remove the existing caulk and recaulk. (Please note: This item will need to be monitored on a regular basis due to the fact unable to determine detail under the insulation for the pipe.)

Item No. 10 indicates a sleeper corner that is starting to open. Our recommendation is to overlay this location with new 9" uncured flashings.

Item No. 11 indicates approximately 3 L.F. of open duct wrap underneath the ductwork. Our recommendation is to trim back this duct wrap and install new duct wrap in this location.

Roof No. 2 per Map

Item No. 1 indicates an open perimeter corner. Our recommendation is to overlay this location with new 9" uncured flashings.

Item No. 2 indicates open flashings over a sheet metal joint. Our recommendation is to overlay this location with new 9" uncured flashing.

Item No. 3 indicates 2 locations of missing or open caulking on the sheet metal coping cap corners. Our recommendation is to remove the existing caulk and recaulk with the proper sheet metal caulk.

Item No. 4 indicates 1 open scupper corner. Our recommendation is to overlay this location with new 9" uncured flashing.

Monitor Items

Roof No. 2

-1 corner detail unusual.

-Membrane on wall details no longer adhered but is not currently causing an issue.

-Minor: Wall flashing starting to pull.

Qualifications/Exclusions

- Sales tax is included.
- No inspection include on roof drains or fields seams under the ballast (checked on all field seams located during the inspection and all look great).
- No snow and ice removal is included.

CONTRACT/PROPOSAL PRICE Roof Sections One and Two: **Not to Exceed** Two Thousand – Six Hundred – Ninety Seven Dollars and 00/100 (**\$2,697.00**)

Thank you for the opportunity to inspect and bid this project.

Written and Prepared by:

Accepted By:



Tracy M. Riedemann
Roofing Sales and Service

Date: _____



Winona Office
374 East Second St.
P.O. Box 77
Winona, MN 55987
Phone 507.452.2064
Fax 507.452.6320
www.whvr.com

Rochester Office
1712 Third Ave. SE
Rochester, MN 55904
Phone 507.280.4201
Fax 507.281.7694
www.whvr.com

La Crosse Office
1202 Caledonia St.
La Crosse, WI 54603
Phone 608.782.6550
Fax 608.782.1219
www.whvr.com

ESTABLISHED IN 1902

• HVAC Design/Build • Roofing • Service/Controls • Testing & Balancing • Specialty Metals • Architectural Sheet Metal

April 20, 2016

To: Fillmore County Courthouse
101 Fillmore St. West
Preston, MN 55965

Proposal No: TR2273-4-16

Re: Roof Preventative Maintenance
Roof Section 3 Per Map
1-507-459-4640

Attn: Terry Schultz

SCOPE OF WORK

Roof No. 3 per Map

Item No. 1 indicates 6 locations of open perimeter corners. Our recommendation is to overlay these locations with new 9" uncured flashing.

Item No. 2 indicates open/deteriorated caulking on the sheet metal coping cap corner. Our recommendation is to remove the existing caulk and recaulk with the proper sheet metal caulk.

Item No. 3 indicates 8 locations of missing caulking on the sheet metal coping cap corner. Our recommendation is to caulk these locations with the proper sheet metal caulk.

Item No. 4 indicates 4 roof drains full of debris. Our recommendation is to completely remove this debris from the roof.

Item No. 5 indicates 2 locations of open scupper corners. Our recommendation is to overlay these locations with new 9" uncured flashings.

Item No. 6 indicates large quantity of tree debris on the roof. Our recommendation is to remove as much of the debris as possible to prevent vegetation growth and detrimental effects on the flashings and adhesives.

Members of: Sheet Metal, Air Conditioning and Roofing Contractors Association of Minnesota
National Roofing Contractors Association | Midwest Roofing Contractors Association

Michael Gostomski, President
An Equal Opportunity Employer

Item No. 7 indicates a scupper with a picture framing missing on the external side of the scupper allowing water to penetrate the structure.

Item No. 8 indicates approximately 20 L.F. of sheet metal counter flashing that is no longer secured in areas and has open/deteriorated caulking. Our recommendation is to properly secure all the counter flashing remove the existing caulk and recaulk with the proper sheet metal caulk.

Item No. 9 indicates a torn perimeter corner on the penthouse. Our recommendation is to overlay this location with new 9" uncured flashing.

Item No. 10 indicates approximately 60 L.F. of open/deteriorated locations of caulking along this lineal footage. Our recommendation is to touch up all locations that need to be touched up with the proper sheet metal caulk.

Item No. 11 indicates 7 locations of open curb corners. Our recommendation is to overlay these locations with new 9" uncured flashing.

Item No. 12 indicates 3 locations of non-EPDM caulking on the curb flashing. These are no matching caulking on the curb. Our recommendation is to remove the existing caulk and investigate and repair the location properly.

Monitor Items

- Caulking on the exterior of the scuppers.
- Pulled wall flashings. (Recommend at least the first year re-inspecting these wall flashings to check movement for future recommendations.)
- Goose neck flashing that is becoming brittle.
- Louvre caulking.

Qualifications/Exclusions

- Sales tax is included.
- No inspection include on roof drains or fields seams under the ballast (checked on all field seams located during the inspection and all look great).
- No snow and ice removal is included.

CONTRACT/PROPOSAL PRICE Roof Sections One and Two: **Not to Exceed** Three Thousand – Four Hundred – Sixty Eight Dollars and 00/100 (**\$3,468.00**)

Thank you for the opportunity to inspect and bid this project.

Written and Prepared by:

Accepted By:



Tracy M. Riedemann
Roofing Sales and Service

Date: _____

Job Work Estimation

Perfection In Every Direction

Phone: 319-230-0305

Email: aniscufurovic30@icloud.com

Job: Fillmore County Courthouse

Anis Cufurovic - Owner

Job Estimate

Estimated Cost Amount	\$1,200
-----------------------	---------

Signature: Anis Cufurovic

Date: 04/07/2016

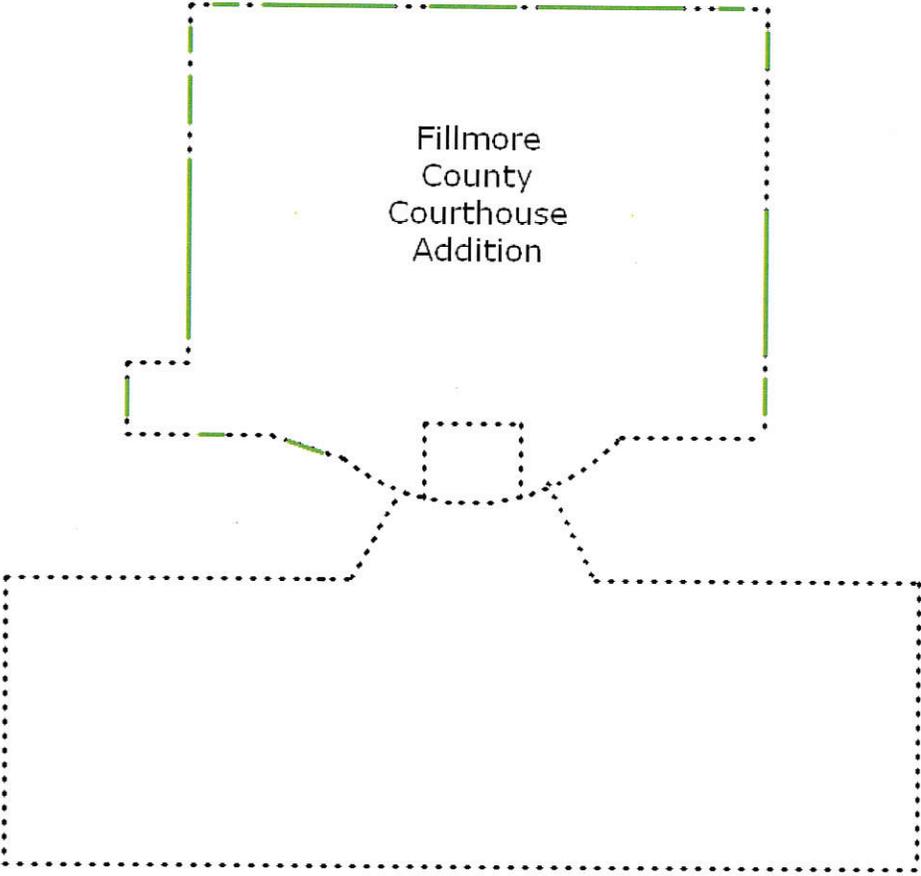


JOB SITE MANAGEMENT PROCEDURES

Fillmore County Courthouse Addition

Work Area #1: Cost To Complete Work Are #1 - \$1,560.00

All EIFS on the north, south, east and west elevation of the Fillmore County Couthouse Addition. The work area extends from the brick to coping. The work area is outlined in green below.



REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/14/2016

Amount of time requested (minutes): 10 minutes

Department: Highway Department

Requested By: Ron Gregg

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

1. Review the bid results for the Chevron Sign Project and consider awarding the contract to the low responsible bidder.

Check if there will be additional documentation for any item(s) listed above. Resolution will be supplied by Pam Schroeder

Reviewed By: [Click here to enter text.](#)

Bid results will not be available until Monday afternoon June 13th.

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the AMENDMENT NO. 1 TO THE PH-DOC MAINTENANCE AND SUPPORT AGREEMENT for the maintenance and support of the PH-Doc Software. Amendment No. 1 will extend the existing maintenance and support agreement through December 31, 2018.

The Agreement will be effective April 1, 2016 through December 31, 2018. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

**AMENDMENT NO. 1
TO
PH-DOC MAINTENANCE AND SUPPORT AGREEMENT**

This Amendment No. 1 to PH-Doc Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the MINNESOTA COUNTIES COMPUTER COOPERATIVE ("MCCC") and XEROX STATE & LOCAL SOLUTIONS, INC. ("Xerox"), referred to individually as "Party" or collectively as "Parties." MCCC and Xerox entered into the PH-Doc Maintenance and Support Agreement dated April 1, 2014 (the "Agreement"). In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. Section 2 of the Agreement, Term, is deleted in its entirety and replaced with the paragraph below. This modification requires a one-time change to how the annual technical and support hours specified in Schedule A, Statement of Work are currently tracked. To accurately maintain the contracted annual technical hours (1190 hours/contract year) and annual support hours (1700 hours/contract year), the bank of annual contract year hours to be provided on April 1, 2016, will be prorated. In the final nine months of 2016 (April 1, 2016, through December 31, 2016), Xerox will provide up to 892.5 Technical Hours and 1275 Support Hours. Starting on January 1, 2017, the annual technical hours and support hours will then be tracked on a calendar year basis for each successive year (1190 technical hours per calendar year and 1700 support hours per calendar year). MCCC may roll-over up to a maximum of 20% of any unused technical or support hours from one period to the next.

This Agreement is effective on April 1, 2014 ("Effective Date") and shall continue through December 31, 2018, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). This Agreement will automatically be extended for up to four (4) additional periods of two (2) years each (individually and collectively, the "Term") unless either party delivers written notice to the other party of an intention not to renew at least one (1) year prior to the expiration of the then-current Term.

2. In Schedule B of the Agreement, User Group & Service Fees, Section 2, Fees for System Maintenance and Support Services, is deleted in its entirety and replaced with the following:

MCCC shall pay Xerox the following amounts for the maintenance and support services for the System each quarter beginning on the Effective Date and ending December 31, 2018:

	2014	2015	2016	2017	2018
Jan 1 – Mar 31		\$176,631.00	\$183,696.24	\$196,775.41	\$202,678.67
Apr 1 – Jun 30	\$176,631.00	\$183,696.24	\$191,044.09	\$196,775.41	\$202,678.67
Jul 1 – Sep 30	\$176,631.00	\$183,696.24	\$191,044.09	\$196,775.41	\$202,678.67
Oct 1 – Dec 31	\$176,631.00	\$183,696.24	\$191,044.09	\$196,775.41	\$202,678.67



Beginning January 1, 2019, the annual increase for each calendar year will be established by the following formula:

- CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, Annual avg." for the last full calendar year published by the BLS as of June 1 of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, all items. For reference, as of October 22, 2015, the "Percent change from previous, Annual avg." for 2014 is 1.6%.
- The annual increase for each calendar year will be the Inflation Amount + 1% (the "Adjustment Percentage").
- Examples: To set the Inflation Amount for 2019, the "Percent change from previous, Annual avg." published as of June 1, 2018, for the full year of 2017, will be used. The Adjustment Percentage for 2019 will be the Inflation Amount + 1%. To set the Inflation Amount for 2020, the "Percent change from previous, Annual avg." published as of June 1, 2019, for the full year of 2018, will be used. The Adjustment Percentage for 2020 will be the Inflation Amount + 1%.
- Each year, the Adjustment Percentage will be set during the CHS user group meeting held in June during the MCCC annual conference, six (6) months prior to the beginning of the next calendar year.
- If the Inflation Amount in 2018 or beyond is less than -1% or greater than 3%, Xerox and MCCC will mutually agree in writing upon an equitable Adjustment Percentage prior to the CHS user group meeting in June where the Adjustment Percentage is set for the following year. If Xerox and MCCC cannot agree on an Adjustment Percentage prior to the June CHS meeting, the Adjustment Percentage will be the Inflation Amount + 1%.

Xerox will invoice MCCC at the beginning of each calendar quarter.

3. Under Schedule B of the Agreement, User Group & Service Fees, Section 3, Fee for Change Request Services, subsection (a) is deleted in its entirety and replaced with the following:

Services provided pursuant to an approved Change Request under Section 9 of the SOW will be performed at the following time & materials hourly rates:

<u>Year</u>	<u>Hourly Rate</u>
2014	\$155.00 per hour
2015	\$157.00 per hour
2016	\$158.00 per hour
2017	\$159.00 per hour
2018	\$160.00 per hour

Beginning January 1, 2019, the annual increase for the time & materials hourly rate for each calendar year will be the Adjustment Percentage as established under Schedule B, User Group & Service Fees, Section 2, Fees for System Maintenance and Support Services.

Throughout the Term, Xerox travel will be billed at a rate of \$75/Hour.



4. Schedule D, Business Associate Agreement, is added in its entirety in order to enable Xerox to act as a Business Associate of the covered entity of the MCCC CHS User Group members to comply with the Health Insurance Portability and Accountability Act and MN laws governing Protected Health Information (PHI) of individuals.
5. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect. This Amendment shall be effective on December 1, 2015.

IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Xerox have executed this Amendment.

**MINNESOTA COUNTIES COMPUTER
COOPERATIVE**

**XEROX STATE & LOCAL
SOLUTIONS, INC.**



Authorized Signature

Lisa Meredith
Printed Name

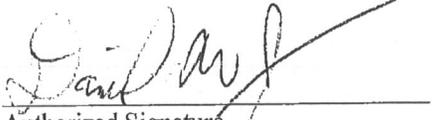
MCCC Executive Director
Title



Authorized Signature

John Hlavac
Printed Name

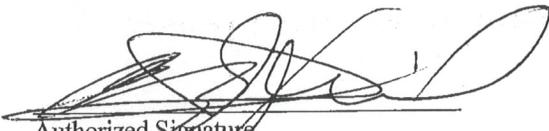
Director, Tax & Finance Systems
Title



Authorized Signature

Daniel Jensen
Printed Name

MCCC CHS User Group Chair



Authorized Signature

Mike Disner
Printed Name

Chairperson, MCCC Executive Board
Title



BUSINESS ASSOCIATE AGREEMENT

Statement of Intent:RECITALS

The Minnesota Counties Computer Cooperative ("MCCC"), for the use and benefit of the MCCC member identified above has incorporated this Business Associate Agreement by reference into its current PH-DOC Maintenance and Support Agreement contract (the "Contract") with Xerox State & Local Solutions, Inc. ("Xerox") as contemplated by Section 26 thereof, in order to enable Xerox to act as a Business Associate and to comply with the Health Insurance Portability and Accountability Act and MN laws that govern Protected Health Information of individuals, under the following terms and conditions:

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, parts 160 and 164 of the CFR and are incorporated herein by reference, (collectively, the "HIPAA Rules"), including such rules and policies enacted under the HITECH Act. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

For purposes of this Agreement, the following terms shall mean:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Xerox.



- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the MCCC member identified on page 1.
- (c) Protected Health Information. "Protected Health Information" (or "PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. **Obligations and Activities of Business Associate:** Business Associate agrees to:

- (a) Not use or disclose any PHI, other than as expressly permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent its use or disclosure, other than as provided for by this Agreement;
- (c) Promptly report to Covered Entity and document and provide on discovery, all known evidence any use or disclosure of PHI not provided for by the Agreement, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, using its best efforts to report within one business day, and to document within three business days;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors duly authorized under the Contract, and that may create, receive, maintain, or transmit any PHI on behalf of the Business Associate agree in writing to the



same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- (e) Make available PHI in a designated record sent to the Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524, and to cooperate with the Covered Entity's directions and assignments for providing such breach information directly to affected individuals. Business Associate will also promptly (within 24 hours) disclose and forward to the Covered Entity any inquiry or other communication received from any individual, and/or a legal or other representative of such individual;
- (f) Make any amendment(s) to PHI contained in a designated record set, only after requesting and following such directions provided by the Covered Entity pursuant to 45 CFR 164.526, and to take such other measures as may be necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, and to coordinate the manner and means with Covered Entity for promptly disclosing and complying with such accounting inquiries, in substantially the same manner identified in Section (e) above;
- (h) To the extent the Business Associate is required or authorized to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Establish and maintain adequate recordkeeping procedures, preserve adequate records, and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.



3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose PHI as is necessary to perform those specific services set forth in the Contract, including but not limited to using PHI to de-identify the information in a lawful and professional manner, and in compliance with 45 CFR 164.514(a)-(c);
- (b) Business Associate may also use or disclose PHI as otherwise required by law;
- (c) Business Associate agrees to make PHI uses and disclosures and requests for PHI consistent with Covered Entity's then-current minimum necessary policies and procedures;
- (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity;
- (e) Business Associate may disclose PHI to carry out the legal responsibilities of the Business Associate under the HIPAA Rules, provided the disclosures are required by law;
- (f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity, but only in the manner allowed by the HIPAA Rules, and solely for conducting internal quality assessment and improvement activities.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (b) Covered Entity shall notify business associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR



164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by Covered Entity.** Notwithstanding any other provision of this Agreement, Covered Entity shall not request Business Associate to use or disclose, and Business Associate shall not use or disclose any PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. **Term and Termination.**

- (a) **Term.** The Term of this Agreement shall be effective as of the date identified on the signature page, and shall terminate on expiration or other termination of the Contract, or earlier and as of the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section;
- (b) **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement, and Business Associate has not cured the breach (if curable) or ended the violation within any time specified by Covered Entity;
- (c) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity (or, if pre-agreed to in writing by Covered Entity, destroy) all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, and without retaining any copies, excerpts or other reproductions of any PHI.
- (d) **Survival.** The obligations of Business Associate under this Section shall survive the expiration or termination of this Agreement indefinitely and for as long as any PHI must be maintained in confidence.

7. **Miscellaneous.**

- (a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended;
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. The provisions of this Agreement shall not be waived or amended except by written agreement signed by both parties.
- (c) **HIPAA Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules;
- (d) **Severability.** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties;
- (e) **Governing Law Jurisdiction and Venue.** This Agreement shall be governed by, interpreted, construed, and enforced solely and exclusively in accordance with federal HIPAA laws, the HIPAA Rules, and other federal regulations, as well as the internal laws of the State of Minnesota, without reference to the principles of conflict of laws or Minnesota conflict of laws rules. Any disputes hereunder shall be adjudicated or otherwise decided in the applicable state or federal courts located in Ramsey County,



Minnesota, and each party hereby irrevocably consents to the jurisdiction and venue of such courts;

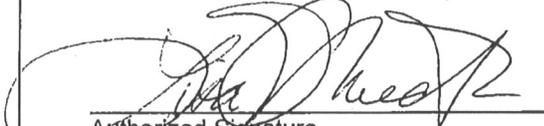
- (f) **Injunction and Other Remedies.** Each party acknowledges and agrees that if the receiving party breaches any nondisclosure obligation under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity;
- (g) **Entire Agreement and Assignment.** This Agreement shall not be assigned by Business Associate without the prior written consent of the Covered Entity. Subject to the foregoing, this Agreement is binding on and shall benefit the parties and their successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party. the contents of this Agreement, as supplemented by the Contract, constitute the entire understanding and agreement between the parties and supersede any prior agreements with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or inconsistency with the nondisclosure provisions of the PH-DOC Maintenance and Support Agreement in which this Agreement is incorporated by reference, the provisions of this Agreement regarding the protection and use of PHI shall control over those in the Contract with respect to nondisclosure of any applicable "Proprietary Information".



IN WITNESS WHEREOF, the authorized representatives of the parties have caused this contract to be duly executed intending to be bound there by and as of the 1 day of December, 2015.

Covered Entity:

Minnesota Counties Computer Cooperative


Authorized Signature

By:

Print Name

Lisa C. Meditz
~~Chairperson, MCCC Executive Board~~ Director

Business Associate:

Xerox State & Local Solutions, Inc.


Authorized Signature

By:

Print Name

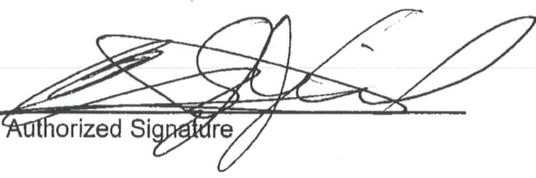
JOHN HLAVAC
Print Title DIRECTOR


Authorized Signature

And:

Print Name

DANIEL JENSEN
MCCC CHS User Group Chair


Authorized Signature

And:

Print Name

Mike Disher
MCCC ~~Executive Director~~ Board Chair

009577/921105/2060359_2



Mower County Health and Human Services
Structured Decision Making Training
Memorandum of Understanding
6/1/16 through 12/31/16

This Memorandum of Understanding is an agreement between Mower County Health and Human Services (Mower County) and the other Region 10 counties in Southeastern Minnesota; Fillmore County, Freeborn County, Goodhue County, Houston, County, Minnesota Prairie County Alliance, Olmsted County, Rice County, Wabasha County and Winona County, (Participating Counties); regarding Structured Decision Making (SDM) training.

Mower County:

1. Will contract with the National Council on Crime and Delinquency (NCCD) to create and present two, two-day SDM trainings. One training will be specific to front-end staff responsible for initial assessments/investigations and will focus on SDM safety and risk assessments. The second training will be specific to ongoing staff and will introduce safety and risk assessments in terms of the importance of reviewing the initial safety and risk assessment upon opening a case.
2. Will pay the requested fee of \$15,320.00 to NCCD and an additional \$775.00 for training expenses.
3. Will schedule both training sessions in collaboration with NCCD. The training session for front-end staff will be to be held in Rochester, MN on July 25-26, 2016. The training session for ongoing staff will be held July 27-28, 2016 in Rochester, MN.
4. Seeks to have sixty (60) attendees per training session. If there are not 60 attendees per session, Mower County will open the training sessions up to Counties outside of Region 10.
5. Will increase the registration fee only if there is not sixty (60) registered attendees for each training session. The fee increase will be based on actual number of registered attendees.
6. Will email training materials out to all registrants prior to the training date(s).
7. Will provide snacks during each two-day training session.

Participating Counties:

1. Will register attendees for the training sessions with Mower County by July 22, 2016. There will be no registration available on the day(s) of the training sessions.
2. Will reimburse Mower County \$135.00 per registration within thirty (30) days of completion of the training sessions. Participating Counties will still reimburse Mower County at the \$135.00 rate for cancellations or no-shows.
3. Will ensure that attendees print and bring all training materials with them to the training sessions.
4. Agree to open the training sessions up to attendees outside of Region 10 only if there is not sixty (60) registered attendees for each session.
5. Agree that if the number of registered attendees does not reach sixty (60) per training session there will be an increase in the registration fee based on the actual number of registered attendees.

Mower County

Fillmore County

Date: _____

Date: _____

REQUEST FOR COUNTY BOARD ACTION

AGENDA DATE: _____ ITEM NO.: 1
PREPARED BY: Cristal Adkins, Zoning Administrator DEPT.: Zoning

State item(s) of business with brief analysis. Provide relevant material for documentation. Outline in detail any action requested of the County Board. Indicate amount of time needed for each item.

The Zoning Office would like the County Commissioners to review a Conditional Use Permit Application for Michael Todd Juzwiak of Dreamacres Farm. Mr. Juzwiak has applied for a Conditional Use Permit for the Pizza Night conducted at Dream Acres Farm, Friday nights from May through October and would be in compliance with the newly adopted language for an Agricultural Tourism Business. Mr. Juzwiak currently has Minnesota Department of Health certification for the kitchen on his property and a compliant septic system.

The amount of time needed for this review should not require more than five (5) minutes.

REVIEWED BY: _____
COUNTY COORDINATOR

All requests for County Board agenda time must be in the office of the County Coordinator by **4:00 p.m. Thursday** to be on the agenda for the following Tuesday' s meeting of the County Board of Commissioners.

RESOLUTION

**FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965**

Date _____ Resolution No. _____

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS; Dreamacres Farm, represented by Michael Todd Juzwiak of 17289 County 8, Wykoff, MN 55990 has petitioned for a Conditional Use Permit for an Agricultural Tourism Business for their Pizza Night on their property located in the SW ¼ of the NW ¼ of Section 8 Fillmore Township; and

WHEREAS; the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on May 19, 2016; and

WHEREAS; the Fillmore County Planning Commission has voted unanimously to recommend that this petition be approved.

NOW THEREFORE BE IT RESOLVED; that the Fillmore County Board of Commissioners hereby issue to Dreamacres Farm, represented by Michael Todd Juzwiak of 17289 County 8, Wykoff, MN 55990 a Conditional Use Permit for an Agricultural Tourism Business for their Pizza Night on their property located in the SW ¼ of the NW ¼ of Section 8 Fillmore Township with the following condition:

- No on road parking allowed.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the ___ day of _____, 2016.

Witness my hand and official seal at Preston, Minnesota the _____ day of _____, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

FILLMORE COUNTY PLANNING COMMISSION
Criteria for Granting Conditional Use Permits

In the matter of the Dreamacres Conditional Use Permit
Date: May 19, 2016

1. The use will not create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area.

The Fillmore County Planning Commission finds that:

This Agricultural Tourism Business/Pizza Night will not put a burden on streets or other public facilities.

2. The use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing properties will not be depreciated in value and there will be no deterrence to the development of vacant land.

The Fillmore County Planning Commission finds that:

The use is compatible with other uses in the area.

3. The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties.

The Fillmore County Planning Commission finds that:

This Agricultural Tourism Business/Pizza Night will not adversely affect adjacent properties.

4. The use in the opinion of the County Board is reasonably related to the overall needs of the County and to the existing land use.

The Fillmore County Planning Commission finds that:

This Agricultural Tourism Business/Pizza Night does meet a need in the county for recreational activities.

5. The use is consistent with the purpose of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.

The Fillmore County Planning Commission finds that:

The use of the Agricultural Tourism Business/Pizza Night is consistent with the Zoning Ordinance.

6. The proposed use will not cause traffic hazard or congestion.

The Fillmore County Planning Commission finds that:

This Agricultural Tourism Business/Pizza Night will not cause a traffic hazard or congestion.

7. Existing businesses nearby will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare, vibration or other nuisance.

The Fillmore County Planning Commission finds that:

The Agricultural Tourism Business/Pizza Night will not adversely affect nearby neighbors and there are no nearby businesses.

8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

The Fillmore County Planning Commission finds that:

The owner has complied with these conditions.

9. If the Conditional Use is for a use within the shore land area of public water, an evaluation of the water body and the topographic, vegetative, and soils conditions on the site must be made to ensure:

- a. the prevention of soil erosion and other possible pollution of public waters, both during and after construction; and
- b. the visibility of structures and other facilities as viewed from public waters is limited; and
- c. the site is adequate for water supply and onsite sewage treatment.

The Fillmore County Planning Commission finds that:

This Sawmill is not in a Shore land area.

10. No Conditional Use Permit shall be granted if such permit may have the potential for significant effect to:
- a. the environment; or
 - b. the protection of the public health, safety, comfort, convenience, and general welfare of the public; or
 - c. the County's promotion of the orderly development and/or maintenance of agricultural, residential, and public areas; or
 - d. the compatibility of different land uses and the most appropriate use of land throughout the county; or
 - e. the value of property.

The Fillmore County Planning Commission finds that:

This Agricultural Tourism Business/Pizza Night will not have an adverse effect on the environment. It will protect the public, provide for orderly development, be compatible with different land uses in the area and will not affect the value of property in the area.

11. Other Matters Considered:

The Fillmore County Planning Commission finds that

No other issues were considered.

The following conditions and restrictions may be considered for a Conditional Use Permit.

- 1) Increasing the required lot size or yard dimensions.
- 2) Limiting the height, size or location of buildings.
- 3) Controlling the location and number of vehicle access point.
- 4) Increasing the street width.
- 5) Increasing the number of required off-street parking spaces.
- 6) Limiting the number, size, location or lighting of signs.
- 7) Requiring diking, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- 8) Designating sites for open space.
- 9) Increasing setbacks from the ordinary high water mark.
- 10) Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted.

The Fillmore County Planning Commission finds that:

None of these conditions were invoked.

Based on the findings above, the Fillmore County Planning Commission hereby votes to recommend approval of the Conditional Use Permit as submitted by Michael Todd Juzwiak with the following condition:

- No on road parking is allowed.

REQUEST FOR COUNTY BOARD ACTION

AGENDA DATE: _____ ITEM NO.: 2
PREPARED BY: Cristal Adkins, Zoning Administrator DEPT.: Zoning

State item(s) of business with brief analysis. Provide relevant material for documentation. Outline in detail any action requested of the County Board. Indicate amount of time needed for each item.

The Zoning Office would like the County Commissioners to review an Access Permit for Jim Koenigs of Pinicon Farm. Mr. Koenigs would like to relocate an existing driveway for improved farming practice. Fillmore County Highway Engineer Ron Gregg has reviewed the site and recommended approval with the following specifications:

- Must install a 24" culvert with aprons;
- Sides must be sloped 6:1;
- Must remove existing driveway access; and
- Must maintain existing drainage to the centerline culvert.

The amount of time needed for this review should not require more than five (5) minutes.

REVIEWED BY: _____
COUNTY COORDINATOR

All requests for County Board agenda time must be in the office of the County Coordinator by **4:00 p.m. Thursday** to be on the agenda for the following Tuesday's meeting of the County Board of Commissioners.



301 1st Street
McIntire, IA 50455
Phone: 641-985-2502

April 6, 2016

Cristal Adkins
Fillmore County Zoning Administrator
101 Fillmore ST.
PO Box 655
Preston, MN 55965

Dear Cristal,

Pinicon would like to remove the driveway west of the building site. We would then put it along the west fence, adjoining Leroy Johnson's driveway. Leroy Johnson has granted Pinicon Farm the permission to adjoin the driveways. The proposed driveway would be in in the absolute SW corner of the SE ¼ of the SW 1/4, Section 17. Pinicon Farm will assume all expenses required to do the job.

Please call if there are any questions or concerns.

Sincerely,

- NEEDS CULVERT
- DRAINAGE NEEDS TO BE MAINTAINED

Jim Koenigs
Pinicon Farm

ACCESS PERMIT APPLICATION FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays)

(1) Name of all Landowners: Brothers Farmland L.P. Phone #: 641-985-2502
Jim Koenigs President Phone #: _____
 _____ Phone #: _____

Mailing Address: P.O. Box 96 McIntire I.A. 50455
 Address City State Zip

(2) Parcel #: R 270145000 Permit # _____
To be filled out by the Zoning Office

(3) Legal Description (from deed, abstract, or Recorder's Office): _____
See attached deed

Section: 12 (4) Township: York (5) Range: 12

Permission is being applied for to construct an access to County Road 44 at the following location
 (qtr/qtr) SE 1/4 SW 1/4 Section 17 Township Name York

Reason for Access REMOVE OLD DRIVEWAY Put along fence line in a better place.

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Jim Koenigs Date: 4/7/16
President, Brothers Farmland L.P. Date: _____
 _____ Date: _____

After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s).
IMPROVE FARMING PRACTICES

Specifications/Conditions: DRIVEWAY WILL REQUIRE A 24" CULVERT W/ APRONS, INSLOPE OF THE DRIVEWAY SHALL BE 6:1 SLOPE AND MAINTAIN EXISTING DRAINAGE TO THE CENTERLINE CULVERT
[Signature] 5/5/2016 _____
 County Engineer Date Zoning Administrator Date

Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

 Board Chairman Date County Auditor Date

**FILLMORE COUNTY
BOARD OF APPEAL AND EQUALIZATION
MEETING AGENDA
June 14, 2016**

Fillmore County Courthouse, 101 Fillmore Street - Preston, MN

Mitch Lentz - First District

Harry Root - Third District

Randy Dahl - Second District

Duane Bakke - Fourth District

Marc Prestby - Fifth District

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6:30 p.m. Convene County Board of Appeal

Pledge of Allegiance

Cynthia Blagsvedt, Assessor

1. Review role of Board

2. Review sales, valuation and new construction summaries

3. Review appeals and adjustments

4. Set date for continuation (if necessary)

Adjourn