

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

June 7, 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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9:00 a.m. Pledge of Allegiance
Approve Agenda

Approve Consent Agenda:

1. May 24, 2016 County Board minutes.
2. Payment of Stantec Consulting Services, Inc. invoice #1052312 in the amount of \$1,351.25 for Greenleifton 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.

Approve commissioners' Warrants
Review Auditor's Warrants

- 9:05 a.m. Kristina Kohn, Human Resources
1. Discussion with possible action regarding changes to the "Holiday" policy
 2. Discussion with possible action regarding posing a question on the November election ballot asking the public if the Auditor/Treasurer and/or Recorder positions should be appointed
 3. Discussion with possible action regarding the structure of the Auditor/Treasurer office
 4. Consider approval of voluntary position change for Sherida Newgard to Account Technician
 5. Discussion with possible action regarding interim Auditor/Treasurer
 6. Consider approval of resignation of Julie Schreiber, Account Technician, effective June 16, 2016
 7. Consider request to hire replacement Account Technician at Grade 5/Step 1 effective July 5, 2016, as recommended by the Hiring Committee
 8. Consider request to hire replacement Account Technician at Grade 5/Step 1 effective June 24, 2016, as recommended by Hiring Committee
 9. Consider request to replace Account Technician/Case Aide in Community Services, Public Health Division, from current posting
 10. Consider request to advertise for additional Income Maintenance Eligibility Worker in Community Services, Social Services Division, as recommended by the Personnel Committee

9:30 a.m. Citizens Input

- 9:35 a.m. Neva Beier, Social Services Manager
1. Consider approval of Memorandum of Understanding with Mower County regarding Structured Decision Making training
 2. Consider approval of 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

FILLMORE COUNTY BOARD OF COMMISSIONERS

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9:50 a.m. Thomas Kaase, Sheriff

1. Consider annual renewal of 2016 State of MN County Boat and Water Safety Grant Agreement for \$1,564.00

OTHER ADMINISTRATIVE ITEMS:

1. Discussion with possible action regarding signatures for bank accounts.

Calendar review, committee reports and announcements

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

Monday, June 6	8:00 a.m.	AMC District 9 Meeting, Caledonia
Tuesday, June 7	8:00 a.m.	Solid Waste
	9:00 a.m.	County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston
	12:00 p.m.	Facilities, Commissioners’ Boardroom, Courthouse, Preston (right after Board meeting)
Wednesday, June 8	12:00 p.m.	Dodge-Fillmore-Olmsted Joint Powers Board, Rochester
Thursday, June 9	8:00 a.m.	Southeast Emergency Medical Services, Rochester
	10:00 a.m.	Workforce, Rochester
	7:00 p.m.	Planning Commission, Commissioners Boardroom, Courthouse, Preston
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	12:00 p.m.	Airport, Commissioners’ Boardroom, Courthouse, Preston
	2:00 p.m.	Finance, Commissioners’ Boardroom, Courthouse, Preston
	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

This is a preliminary draft of the May 24, 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 24th day of May, 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; Shirl Boelter, Auditor/Treasurer; Jon Martin, Solid Waste Administrator; Brett Corson, County Attorney; Jessica Erickson, Director of Nursing; Ronald Gregg, Highway Engineer; Pam Schroeder, Business Manager/Airport Manager; Thomas Kaase, Sheriff; David Kiehne, Recorder; Kristina Kohn, Human Resources Officer; Bonita Underbakke; Will Mensink; Bill Wright; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

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

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

1. May 10, 2016 County Board minutes, as presented.
2. Merit increase for Diane Strahl, Merit Office Support Specialist, to Merit Grade 22/Step 4(D) effective April 24, 2016 as recommended by the Social Services Manager.
3. Merit increase for Teri Root, Eligibility Worker, to Merit Grade 28/Step 3(C) effective May 23, 2016 as recommended by the Social Services Manager.
4. Temporary One Day Liquor License for Preston Servicemen's Club for event at Berwood Hill Inn event on June 18, 2016.

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

WARRANTS

The Auditor's warrants were reviewed.

Brett Corson, County Attorney, was present.

Attorney Corson presented an update on the agreement with Waste Management.

On motion by Dahl and seconded by Bakke, the Board unanimously approved to proceed with the proposed Waste Management agreement, noting the extension until October 31st, 2016, as presented by Attorney Corson.

On motion by Root and seconded by Dahl, the Board unanimously approved the purchase of a desk top computer in the sum of \$675.00 and four computer monitors in the total sum of \$527.48 for the Attorney's Office as recommended by the Technology/Land Records/GIS Committee to be paid from Forfeiture Funds.

Jessica Erickson, Director of Nursing, was present.

On motion by Dahl and seconded by Root, the Board unanimously approved the appointments of Jason

Marquardt, Emergency Medical Technician (EMT), District 5, and Ann Lechner, Pharmacist, District 3, to the Community Health Services (CHS) Task Force.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the purchase of four (4) tablets from ByteSpeed for \$879.00 each in the total amount of \$3,516.00 as recommended by the Technology/Land Records/GIS Committee.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the Statewide Health Improvement Program (SHIP) grant purchases for raised garden beds projects for local nursing homes and assisted living facilities as recommended by the Director of Nursing.

The Director of Nursing gave an update on the County health ranking.

On motion by Dahl and seconded by Root, the Board unanimously approved the medical director contract with Dr. Stephanie Jakim with attorney approval and signature of same.

The Citizen's Input portion of the meeting was opened and closed at 9:34 a.m. as no one was present to speak.

Ronald Gregg, Highway Engineer, and Pam Schroeder, Highway/Airport Offices Manager, Will Mensink and Bill Wright were present.

On motion by Bakke and seconded by Lentz, the following resolution was unanimously adopted:
RESOLUTION 2016-028: Acceptance of Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-027 over Deer Creek in the amount of \$250,000

On motion by Dahl and seconded by Root, the following resolution was unanimously adopted:
RESOLUTION 2016:029: Acceptance of Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-028 over Bear Creek in the amount of \$250,000

Highway Engineer Gregg was thanked by the commissioners for an excellent job done in seeking those dollars for the bridge replacement projects.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the Master Agreement for Professional Services with Bolton & Menk, Inc. for the Fillmore County Airport for future airport planning, engineering and construction services.

The following committee report was given: Bakke/Prestby - Highway Committee: discussed the following projects in process: Sumner Township Bridge on Raven Road, CSAH 25 Bridge Replacement, Chevron Project, CSAH 23 Bridge Replacement, CSAH 1 reconstruction, Local Option Sales Tax (LOST) project, CR115 and LOST chip seal projects; discussed CSAH 4 bridge which was damaged and closed for repairs and discussed dust control for CSAH 1 project.

Discussion ensued regarding the detour for the County 1 reconstruction project.

Thomas Kaase, Sheriff, was present.

On motion by Bakke and seconded by Dahl, the Board unanimously approved for Kevin Beck, Emergency Manager, to attend the First Net Training on June 6-10, 2016 to be paid for through the Southeast Radio Board funding as recommended by the Law Enforcement Committee.

On motion by Dahl and seconded by Root, the Board unanimously approved to advertise for bids on the 2006 Chevy Impala, unmarked squad car, as recommended by the Sheriff.

Sheriff Kaase gave an update on the upcoming jail inspection which will probably be in June and the kitchen updates which need to be done, to include countertops, table, etc.

Sheriff Kaase also gave an update regarding the grant for 800 MHz radios for the local fire departments. Canton has moved forward with the use of the 50/50 match grant dollars for their fire department. If all fire departments participated, the 50% match would be \$78,940.

The Chair recessed the meeting at 10:20 a.m. and resumed back in session at 10:27 a.m.

Shirl Boelter, Auditor/Treasurer, was present.

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

RESOLUTION 2016-030: Sponsorship of the Bluff Valley Riders, Mabel-Canton Trail Busters, Hiawatha I & II and Tri-County Trailblazers snowmobile clubs for the 2016/2017 season and authorize signature of the same by Auditor/Treasurer

On motion by Bakke and seconded by Root, the Board unanimously approved the signature of the Grant Contract Amendment for the Canfield Creek Bridge, Project #0008-13-C, to extend the grant until June 30, 2017.

On motion by Root and seconded by Bakke, the Board unanimously approved the signature of the Election Service Agreement with SeaChange Print Innovations for election ballot printing.

Auditor/Treasurer Boelter reviewed the recount process agreements with the Secretary of State which will come before the Board in the future.

Kristina Kohn, Human Resources Officer, was present.

Discussion was held concerning the process to place a question on the general election ballot regarding the Auditor/Treasurer and Recorder positions as to whether the positions should be appointed or continue to be elected positions.

Discussion ensued regarding an interim Auditor/Treasurer.

On motion by Dahl and seconded by Lentz, the Board unanimously approved that all of the remaining Auditor/Treasurer office staff, which consists of Sherida Newgard, Carrie Huffman, Julie Schreiber and Cindy Johnson, will be signors on checks. All warrants will go through the Commissioners' warrants besides those that cannot, due to data privacy (Social Services), and the Coordinator's Office will provide support for the office.

The Memorandum of Understanding with Local #49 regarding "Holidays" was discussed. Discussion occurred regarding the fact that the intent of the Christmas Eve holiday was to give employees a half a day off when Christmas Eve fell on a work day. It was noted that the floating holiday was removed to allow the use of the Christmas Eve ½ day holiday. It was noted that the floating holiday should have been removed when Paid Time Off was implemented. By consensus, the Board sent the Christmas Eve Holiday regarding non-union employees back to the Personnel Committee and asked to have the Memorandum of Understanding for the 49ers tabled until the Christmas Eve holiday can be revisited.

On motion by Root and seconded by Lentz, the Board unanimously approved the Memorandum of Understanding "Resource Sharing" with Local #49.

A review of the calendar was done and the following committee reports and announcements were given: Bakke – Planning Commissioner changing Shoreland Ordinance to match Buffer Ordinance and approved Conditional Use Permit for Dream Acres. Bakke is disappointed that the legislation session ended without a bonding bill or transportation bill. Dahl also shared discussion regarding the legislative session.

On motion by Bakke and seconded by Dahl, the Board unanimously approved to amend the agenda due to an emergency at the Jail with the hot water heater breaking down and a gas odor is in the jail.

Sheriff Kaase and Building Maintenance Supervisor Schultz were present and stated that the hot water heater needs to be replaced or an alternative solution such as a storage tank for the new boiler needs to be explored as it is down and not operating. At this time, unsure of the cost associated.

On motion by Bakke and seconded by Lentz, the Board unanimously approved for Schultz to get the water heater issue resolved.

The following committee reports and announcements continued: District meeting is June 6th and Dahl does not feel he can get that day off. Root – Corrections Task Force discussed school education. Dahl – reminded commissioners about Joint Board of Health. Prestby/Lentz – Technology/Land Records/GIS reviewed balances, centralized computer software. Lentz – SMART, due to funding not much action.

On motion by Lentz and seconded by Root, the Chair adjourned the meeting at 11:54 a.m.



INVOICE

RECEIVED
MAY 31 2016
FILLMORE COUNTY
COORDINATOR

Invoice Number 1052312
Invoice Date May 25, 2016
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: \$1,351.25
For Period Ending: May 6, 2016

Professional Services rendered April 9, 2016 through May 6, 2016

Due on Receipt

INVOICE

Invoice Number

1052312

Project Number

193801677

Top Task 500

Construction Services - Project management, punch list project review, correspondence with Staff, Residents, and County Staff.

Professional Services

Billing Level

Engineer

	Hours	Rate	Current Amount
	11.75	115.00	1,351.25
	<u>11.75</u>		<u>1,351.25</u>
Professional Services Subtotal	<u>11.75</u>		<u>1,351.25</u>

Top Task 500 Total

1,351.25

Total Fees & Disbursements

\$1,351.25

INVOICE TOTAL (USD)

\$1,351.25



	<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>
1	DEPT			General Government		
	5273 KirbyBuilt Quality Products					
	01-001-000-0000-5765		1,738.75	In memory-bench-Robert Benson-	KB00003553	Donation for Judge Benson Bench
	5273 KirbyBuilt Quality Products		1,738.75	1 Transactions		
1	DEPT Total:		1,738.75	General Government	1 Vendors	1 Transactions
3	DEPT			Board Of Commissioners		
	3804 Bakke/Duane					
	01-003-000-0000-6335		240.84	5/3-5/31/16 mileage		Employee Automobile Allowance
	3804 Bakke/Duane		240.84	1 Transactions		
	5887 Dahl/Randy					
	01-003-000-0000-6335		125.82	5/3-5/24/16 mileage		Employee Automobile Allowance
	5887 Dahl/Randy		125.82	1 Transactions		
	82132 Fillmore Co Journal					
	01-003-000-0000-6233		8.00	5/3 Board min.	75663	Publications
	82132 Fillmore Co Journal		8.00	1 Transactions		
	2081 Lentz/Mitch					
	01-003-000-0000-6335		138.24	5/3-5/31/16 mileage		Employee Automobile Allowance
	2081 Lentz/Mitch		138.24	1 Transactions		
	3731 Root/Harry					
	01-003-000-0000-6335		102.60	5/3-5/25/16 mileage		Employee Automobile Allowance
	3731 Root/Harry		102.60	1 Transactions		
3	DEPT Total:		615.50	Board Of Commissioners	5 Vendors	5 Transactions
11	DEPT			District Court		
	4145 Luhmann Law, LLC					
	01-011-000-0000-6261		100.00	Civil Commitment 5/6 & 5/9/16	23-PR-16-45	Court Appointed Attorneys
	4145 Luhmann Law, LLC		100.00	1 Transactions		
11	DEPT Total:		100.00	District Court	1 Vendors	1 Transactions
14	DEPT			Law Library		



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
4072	Matthew Bender & Co. Inc					
	01-014-000-0000-6451		487.61	Dunnell MN Dig 2016 RV 11&12	acct1194616001	Reference Materials
4072	Matthew Bender & Co. Inc		487.61	1 Transactions		
437	Thomson Reuters-West Payment Center					
	01-014-000-0000-6451		376.00	MN V20C,D,B, V 15-16	834002147	Reference Materials
437	Thomson Reuters-West Payment Center		376.00	1 Transactions		
14	DEPT Total:		863.61	Law Library	2 Vendors	2 Transactions
41	DEPT			Auditor/Treasurer		
82132	Fillmore Co Journal					
	01-041-000-0000-6241		207.95	5/16 filing notice	75219	Advertising
	01-041-000-0000-6241		166.36	5/16/16 Property owners ad	75235	Advertising
82132	Fillmore Co Journal		374.31	2 Transactions		
86848	US POSTMASTER					
	01-041-000-0000-6205		198.00	Annual PO Box 627 fee		Postage And Postal Box Rent
	01-041-000-0000-6205		110.00	Annual PO Box 466 fee		Postage And Postal Box Rent
86848	US POSTMASTER		308.00	2 Transactions		
41	DEPT Total:		682.31	Auditor/Treasurer	2 Vendors	4 Transactions
60	DEPT			Information Systems		
2584	CDW Government Inc					
	01-060-000-0000-6640		17.23	MSH L2 Lifechat LX-3000 headse	CDF6164	Equipment Purchased
	01-060-000-0000-6639		135.60	DVI t6o VGA splittler cables	CFF3516	Asset Inventory
2584	CDW Government Inc		152.83	2 Transactions		
60	DEPT Total:		152.83	Information Systems	1 Vendors	2 Transactions
102	DEPT			Surveyor		
4487	Preston Service Plus					
	01-102-000-0000-6311		51.47	2010 Ford F150-oil,etc	4339	Miscellaneous Repairs And Maintenance
4487	Preston Service Plus		51.47	1 Transactions		
102	DEPT Total:		51.47	Surveyor	1 Vendors	1 Transactions



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
103	DEPT		Assessor		
111	Fillmore Co Treasurer- Credit Card/ACH				
	01-103-000-0000-6242		175.00	MN Assoc of Assess	Membership Dues
	01-103-000-0000-6242		175.00	MN Assoc of Asses	Membership Dues
	01-103-000-0000-6242		175.00	5/2 MN Assoc of Assess	Membership Dues
111	Fillmore Co Treasurer- Credit Card/ACH		525.00	3 Transactions	
9106	Vikre/Ron				
	01-103-000-0000-6335		228.96	4/26-5/27/16 mileage	Employee Automobile Allowance
	01-103-000-0000-6337		53.59	4/26-5/27/16 meals	Other Travel Expense
9106	Vikre/Ron		282.55	2 Transactions	
103	DEPT Total:		807.55	Assessor	2 Vendors 5 Transactions
104	DEPT		Gis		
272	Newman Signs				
	01-104-000-0000-6514		165.56	16x16-Film-Flat	TI-0297808 Address Signs
272	Newman Signs		165.56	1 Transactions	
104	DEPT Total:		165.56	Gis	1 Vendors 1 Transactions
105	DEPT		Planning And Zoning		
2540	Duxbury/Steve				
	01-105-000-0000-6335		10.80	5/19/16 -mileage & PC meeting	Employee Automobile Allowance
2540	Duxbury/Steve		10.80	1 Transactions	
6896	Erickson/Brad				
	01-105-000-0000-6335		20.52	5/19/16- mileage & PC meeting	Employee Automobile Allowance
6896	Erickson/Brad		20.52	1 Transactions	
3537	MACPZA-MN Assoc Co Planning&Zoning				
	01-105-000-0000-6242		50.00	2016 membership	Membership Dues
3537	MACPZA-MN Assoc Co Planning&Zoning		50.00	1 Transactions	
2314	O'Connor/Ann				
	01-105-000-0000-6335		9.72	May mileage & PC meeting	Employee Automobile Allowance
2314	O'Connor/Ann		9.72	1 Transactions	

CHUFFMAN

6/2/16 4:50PM

1 County Revenue Fund

*** 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
6904	Ruskell/Gary L 01-105-000-0000-6335		18.36	5/19/16 mileage & PC meeting		Employee Automobile Allowance
6904	Ruskell/Gary L		18.36	1 Transactions		
86848	US POSTMASTER 01-105-000-0000-6205		110.00	Annual Box fee#655		Postage And Postal Box Rent
86848	US POSTMASTER		110.00	1 Transactions		
105	DEPT Total:		219.40	Planning And Zoning	6 Vendors	6 Transactions
111	DEPT			Facilities Mtce		
7460	AI Larson & Sons Plumbing & Heating, Inc 01-111-000-0000-6580		338.40	Filters for air handlers	16425	Other Repair And Maintenance Supplies
7460	AI Larson & Sons Plumbing & Heating, Inc		338.40	1 Transactions		
9	AmeriPride Services, Inc 01-111-000-0000-6377		29.41	Dust mop service-5/9/2016	2800628184	Fees And Service Charges
	01-111-000-0000-6377		34.40	Dust mop service-5/23/16	2800633295	Fees And Service Charges
9	AmeriPride Services, Inc		63.81	2 Transactions		
7183	CCP Industries, Inc 01-111-000-0000-6411		224.74	Custodial supplies	IN01694359	Custodial Supplies
7183	CCP Industries, Inc		224.74	1 Transactions		
1425	Continental Research Corp 01-111-000-0000-6411		786.49	Custodial supplies	435720-CRC-1	Custodial Supplies
1425	Continental Research Corp		786.49	1 Transactions		
5010	Meldahl/Nick 01-111-000-0000-6335		11.88	5/3-5/31/16 mileage		Employee Automobile Allowance
	01-111-000-0000-6377		20.00	Boiler license fee		Fees And Service Charges
	01-111-000-0000-6377		50.00	Boiler license test fee		Fees And Service Charges
5010	Meldahl/Nick		81.88	3 Transactions		
1340	Mensink Landscaping 01-111-000-0000-6316		520.00	Bark-landscaping-Cthse&FCOB		Grounds Maintenance
1340	Mensink Landscaping		520.00	1 Transactions		
6094	MN Energy Resources Corporation					



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
6094 MN Energy Resources Corporation		2,101.63	Gas invoice-Cthse & FCOB	Gas
		2,101.63	1 Transactions	
3635 Paulson/Erik		11.88	5/1-5/31/16 mileage	Employee Automobile Allowance
3635 Paulson/Erik		11.88	1 Transactions	
5988 Preston Auto Parts		32.94	Paint-bike Rack-Cthse	Other Repair And Maintenance Supplies
5988 Preston Auto Parts		32.94	1 Transactions	
81511 Preston Foods		34.93	Kitchen-towels-4/12,4/29,5/23	Custodial Supplies
81511 Preston Foods		34.93	1 Transactions	
85924 Schilling Supply Company		320.30	Towels & Toilet tissue	Custodial Supplies
85924 Schilling Supply Company		320.30	1 Transactions	
2621 Schindler Elevator Corp.		469.89	Serv call,elev reset after PF	Building Maintenance
2621 Schindler Elevator Corp.		469.89	1 Transactions	
26012 Schultz/Terry		58.32	5/2-5/31/16 mileage	Employee Automobile Allowance
26012 Schultz/Terry		58.32	1 Transactions	
9531 Summit Fire Protection		153.00	Annual fire sprnklr insp-Cthse	Fees And Service Charges
9531 Summit Fire Protection		330.00	Annual fire sprnklr fire-OB	Fees And Service Charges
9531 Summit Fire Protection		483.00	2 Transactions	
5050 Tufte/Blaine		18.90	5/2-5/31/16 mileage	Employee Automobile Allowance
5050 Tufte/Blaine		18.90	1 Transactions	
450 Zep Sales & Service		125.89	Custodial supplies	Custodial Supplies
450 Zep Sales & Service		125.89	9002252816	

*** 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
450 Zep Sales & Service		125.89	1 Transactions		
111 DEPT Total:		5,673.00	Facilites Mtce	16 Vendors	20 Transactions
125 DEPT			Veteran Services		
80445 Beckley's Office Products					
01-125-000-0000-6420		4,683.00	Heather desk-new office	09194	State Grant Expenses
80445 Beckley's Office Products		4,683.00	1 Transactions		
110 Fillmore Co Treasurer					
01-125-000-0000-6561		243.93	April fuel		Gasoline Diesel And Other Fuels
110 Fillmore Co Treasurer		243.93	1 Transactions		
125 DEPT Total:		4,926.93	Veteran Services	2 Vendors	2 Transactions
149 DEPT			Other General Government		
80445 Beckley's Office Products					
01-149-000-0000-6372		6,385.00	Sit/stand workstations final	09607	Wellness Grant Expenses
01-149-000-0000-6372		179.00	Serv chg install-sit/stand sta	09919	Wellness Grant Expenses
80445 Beckley's Office Products		6,564.00	2 Transactions		
3046 CAT Personal Safety Training & Equipme					
01-149-000-0000-6377		83.50	Eye wash bottles-Cthse & FCOB	11529	Fees And Service Charges
01-149-000-0000-6377		84.50	First Aid kits supplies-Cthse&	11530	Fees And Service Charges
3046 CAT Personal Safety Training & Equipme		168.00	2 Transactions		
3219 Centurylink					
01-149-000-0000-6203		137.82	May 2016-Cthse	1376628674	Telephone
01-149-000-0000-6203		172.82	May 2016-FCOB	1376629618	Telephone
3219 Centurylink		310.64	2 Transactions		
111 Fillmore Co Treasurer- Credit Card/ACH					
01-149-000-0000-6205		2,500.00	Postage for Cthse		Postage And Postal Box Rent
111 Fillmore Co Treasurer- Credit Card/ACH		2,500.00	1 Transactions		
149 DEPT Total:		9,542.64	Other General Government	4 Vendors	7 Transactions
202 DEPT			Sheriff		

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
5563 Appel's Service Inc 01-202-000-0000-6311		397.52	Part-squad car acct-772402615	Miscellaneous Repairs And Maintenance
5563 Appel's Service Inc		397.52	1 Transactions	
9155 Lyman's Auto Center, Inc. 01-202-000-0000-6377		165.00	Towing Chev,Silverado 2015 30126	Fees And Service Charges
9155 Lyman's Auto Center, Inc.		165.00	1 Transactions	
1752 Mark's Electronics 01-202-000-0000-6455		900.00	2 LED light bulbs 550894	Law Enforcement Supplies
1752 Mark's Electronics		900.00	1 Transactions	
8680 MN Board Of Peace Officer 01-202-000-0000-6377		90.00	Post license-S R McKee	Fees And Service Charges
8680 MN Board Of Peace Officer		90.00	1 Transactions	
4487 Preston Service Plus 01-202-000-0000-6311		92.71	2012 Chev Imp-oil,filter,etc 4103	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		717.44	2012 Chev Imp-mnt,bal,etc 4125	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		30.00	2013 Dodge Gr Car-mnt & bal ti 4157	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		1,111.99	2012 Chev Imp-bearings,pad,etc 4178	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		40.82	2013 Dodge Dur-oil,filter,etc 4185	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		34.93	2007 Chev Upl Van-labor,oil,et 4186	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		44.71	oil,filter,etc 4214	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		60.00	2015 Chev Imp-mount&bal tires 4218	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		604.11	2007 Chev upl van-bearing,etc 4219	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		115.02	2012 Chev Imp oil,filter,etc 4270	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		53.42	2014 Dodge Durango oil & labor 4283	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		74.71	2013 Chevrolet Impala-oil, etc 4286	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		15.00	Mount & bal-Goodyear Wrangler 4361	Miscellaneous Repairs And Maintenance
4487 Preston Service Plus		2,994.86	13 Transactions	
3569 Uniforms Unlimited Inc 01-202-000-0000-6173		181.79	Uniforms-S.M. 29109-1	Uniform Allowance
01-202-000-0000-6173		28.97	Uniform-2301 29110-1	Uniform Allowance
3569 Uniforms Unlimited Inc		210.76	2 Transactions	
3551 US Auto Force 01-202-000-0000-6311		113.97	1 Tire 2700917	Miscellaneous Repairs And Maintenance



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3551	US Auto Force		113.97		1 Transactions	
202	DEPT Total:		4,872.11	Sheriff	7 Vendors	20 Transactions
251	DEPT			County Jail		
5016	A+ Imaging Systems 01-251-000-0000-6310		119.42	Copier maintenance	103416	Contract Repairs And Maintenance
5016	A+ Imaging Systems		119.42		1 Transactions	
4026	Bob Barker Company, Inc 01-251-000-0000-6455 01-251-000-0000-6455		218.56 129.91	Jail supplies Jail supplies	WEB000425629 WEB000426737	Law Enforcement Supplies Law Enforcement Supplies
4026	Bob Barker Company, Inc		348.47		2 Transactions	
3219	Centurylink 01-251-000-0000-6203		60.09	Telephones	1376628558	Telephone
3219	Centurylink		60.09		1 Transactions	
6687	Fillmore Co Resource Recovery Center 01-251-000-0000-6377		14.83	Disposal of bulbs	47090	Fees And Service Charges
6687	Fillmore Co Resource Recovery Center		14.83		1 Transactions	
4899	HEALTHDIRECT #119 01-251-000-0000-6431		337.05	Inmate Medical	19292	Drugs And Medicine
4899	HEALTHDIRECT #119		337.05		1 Transactions	
83204	Houston Co Sheriffs Office 01-251-000-0000-6431		194.19	Inmate medical	2498-f	Drugs And Medicine
83204	Houston Co Sheriffs Office		194.19		1 Transactions	
4405	JCK PUBLISHING, INC 01-251-000-0000-6285		349.80	Business Consult-Dietician on	209	Professional Fees
4405	JCK PUBLISHING, INC		349.80		1 Transactions	
7506	Language Line Services 01-251-000-0000-6285		13.17	Interpretation service	3828708	Professional Fees
7506	Language Line Services		13.17		1 Transactions	
566	Mayo Clinic- Rochester					

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
566	Mayo Clinic- Rochester 01-251-000-0000-6431		2,103.12 2,103.12	Inmate medical 1 Transactions	9-090-395	Drugs And Medicine
1138	McBe Company 01-251-000-0000-6416		46.22	Jail supplies 1 Transactions	acct 120348-7	Misc Supplies
1138	McBe Company		46.22			
1514	McKesson Medical-Surgical 01-251-000-0000-6431		206.76	Inmate Medical Supplies 1 Transactions	78691003	Drugs And Medicine
1514	McKesson Medical-Surgical		206.76			
4866	MEN D CORRECTIONAL CARE, PLLC 01-251-000-0000-6455		37.50	Drug testing supplies 1 Transactions	1226	Law Enforcement Supplies
4866	MEN D CORRECTIONAL CARE, PLLC		37.50			
9361	MN Dept Of Corrections 01-251-000-0000-6301		492.50	April Inmate wages 1 Transactions	343347	lcwc Wage Expense
9361	MN Dept Of Corrections		492.50			
6094	MN Energy Resources Corporation 01-251-000-0000-6255		342.81	Natural gas-901 Houston St 1 Transactions	acct 050290732	Gas
6094	MN Energy Resources Corporation		342.81			
8080	Plunkett's Pest Control, Inc 01-251-000-0000-6377		101.67	Pest control-5/16/16 1 Transactions	5441383	Fees And Service Charges
8080	Plunkett's Pest Control, Inc		101.67			
3261	Preston Emergency Service 01-251-000-0000-6431		671.16	Ambulance-Inmate 1 Transactions	call#994118	Drugs And Medicine
3261	Preston Emergency Service		671.16			
81511	Preston Foods 01-251-000-0000-6416		8.97	5/16 Jail supplies 1 Transactions	001001621357	Misc Supplies
81511	Preston Foods		8.97			
9531	Summit Fire Protection 01-251-000-0000-6285		220.00	Annual fire sprnklr insp-Sheri 1 Transactions	1123153	Professional Fees
9531	Summit Fire Protection		220.00			



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3975	Ultimate Safety Concepts Inc 01-251-000-0000-6377		325.50	Fire extinguishers-Mtce	166275	Fees And Service Charges
3975	Ultimate Safety Concepts Inc		325.50	1 Transactions		
251	DEPT Total:		5,993.23	County Jail	19 Vendors	20 Transactions
441	DEPT			Public Health		
5271	Flaghouse, Inc 01-441-000-0000-6448		1,676.12	Early Childhood Activ Boxes(Sh	V01422910010	Ship Grant Expenses
5271	Flaghouse, Inc		1,676.12	1 Transactions		
3169	Pohlman/Brenda L 01-441-000-0000-6390		8.64	TZD mileage 5-19-16		TZD Save Roads Basic 20.600
	01-441-000-0000-6394		12.42	U Care mileage 5-16-16		U-CARE Funds
	01-441-000-0000-6448		30.24	SHIP mileage 5/11-5/18/16		Ship Grant Expenses
	01-441-000-0000-6449		86.40	PHEP mileage 5/6-5/19/16		Prpardeness Grant
3169	Pohlman/Brenda L		137.70	4 Transactions		
81511	Preston Foods 01-441-000-0000-6448		15.35	Food-Ship training		Ship Grant Expenses
81511	Preston Foods		15.35	1 Transactions		
4065	Smile Makers 01-441-000-0000-6448		25.45	Stickers,bike safety etc-SHIP	7792992	Ship Grant Expenses
4065	Smile Makers		25.45	1 Transactions		
441	DEPT Total:		1,854.62	Public Health	4 Vendors	7 Transactions
442	DEPT			Wic Program		
4057	HemoCue America 01-442-000-0000-6859		188.00	Curvettes	1359923	WIC Medical Supplies
4057	HemoCue America		188.00	1 Transactions		
3581	Root/Emily 01-442-000-0000-6335		30.24	WIC mileage-4/7/16		Employee Automobile Allowance
3581	Root/Emily		30.24	1 Transactions		
4065	Smile Makers					



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name	
				Paid On Bhf #		
	01-442-000-0000-6408		65.89	WIC stickers	7792992	Other Office Supplies
4065	Smile Makers		65.89	1 Transactions		
442	DEPT Total:		284.13	Wic Program	3 Vendors	3 Transactions
443	DEPT			Nursing Service		
2138	Baker/Jan					
	01-443-000-0000-6335		298.08	5/2-5/27/16 mileage		Employee Automobile Allowance
2138	Baker/Jan		298.08	1 Transactions		
5660	De Lage Landen Financial Services					
	01-443-000-0000-6310		201.01	Copier lease	50251569	Contract Repairs & Maintenance
5660	De Lage Landen Financial Services		201.01	1 Transactions		
3442	Hill/Bonnie					
	01-443-000-0000-6432		30.10	Reimb. postage		Public Health Supplies
3442	Hill/Bonnie		30.10	1 Transactions		
4752	Logsdon/Linda					
	01-443-000-0000-6335		268.38	5/2-5/31/2016 mileage		Employee Automobile Allowance
4752	Logsdon/Linda		268.38	1 Transactions		
1089	Loven/Julie					
	01-443-000-0000-6335		144.72	5/3-5/27/16 - mileage		Employee Automobile Allowance
1089	Loven/Julie		144.72	1 Transactions		
443	DEPT Total:		942.29	Nursing Service	5 Vendors	5 Transactions
444	DEPT			Home Health		
1901	Aske/Nancy J					
	01-444-000-0000-6335		27.65	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
1901	Aske/Nancy J		27.65	1 Transactions		
3801	Bergo/Doreen					
	01-444-000-0000-6335		100.98	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
3801	Bergo/Doreen		100.98	1 Transactions		
20978	Camp Winnebago					



<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</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>
	01-444-000-0000-6433		1,295.00	Camp-client#298		Waiver Reimbursables
20978	Camp Winnebago		1,295.00		1 Transactions	
2508	Clark/Evelyn					
	01-444-000-0000-6335		7.78	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
2508	Clark/Evelyn		7.78		1 Transactions	
3647	Jergenson/Karin					
	01-444-000-0000-6335		81.54	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
3647	Jergenson/Karin		81.54		1 Transactions	
3070	Kallis/Sara					
	01-444-000-0000-6335		176.04	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
3070	Kallis/Sara		176.04		1 Transactions	
8660	Lopez/Debbilyn					
	01-444-000-0000-6335		44.88	5/2-5/13/16 HHA Auto expense		Employee Automobile Allowance
8660	Lopez/Debbilyn		44.88		1 Transactions	
1814	Martin/Debra					
	01-444-000-0000-6335		73.44	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
1814	Martin/Debra		73.44		1 Transactions	
5997	Ostby/Helen					
	01-444-000-0000-6335		135.54	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
5997	Ostby/Helen		135.54		1 Transactions	
3735	Pappas/Natalie					
	01-444-000-0000-6335		17.82	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
3735	Pappas/Natalie		17.82		1 Transactions	
4841	ROCHESTER CITY LINES					
	01-444-000-0000-6433		219.00	Bus Pass Cl#32321-6/2016	148160520	Waiver Reimbursables
4841	ROCHESTER CITY LINES		219.00		1 Transactions	
3429	Tienter/Lesa					
	01-444-000-0000-6335		172.26	5/2-5/13/16 HHA auto expense		Employee Automobile Allowance
3429	Tienter/Lesa		172.26		1 Transactions	

CHUFFMAN
6/2/16 4:50PM
1 County Revenue Fund

*** 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
444	DEPT Total:		2,351.93	Home Health	12 Vendors	12 Transactions
446	DEPT			Mch Program		
	3581 Root/Emily					
	01-446-000-0000-6335		15.12	MCH mileage-4/20/16		Employee Automobile Allowance
	01-446-000-0000-6335		67.50	3/4-3/31/16 mileage		Employee Automobile Allowance
	3581 Root/Emily		82.62		2 Transactions	
446	DEPT Total:		82.62	Mch Program	1 Vendors	2 Transactions
515	DEPT			Memorial Day Services		
	30 Canton American Legion Post 400					
	01-515-000-0000-6802		75.00	Memorial Day		Appropriations
	30 Canton American Legion Post 400		75.00		1 Transactions	
	752 Lanesboro American Legion Post #40					
	01-515-000-0000-6802		75.00	2016 Memorial Day program		Appropriations
	752 Lanesboro American Legion Post #40		75.00		1 Transactions	
515	DEPT Total:		150.00	Memorial Day Services	2 Vendors	2 Transactions
603	DEPT			Feedlot		
	110 Fillmore Co Treasurer					
	01-603-000-0000-6561		27.68	April 2016 gas		Gasoline Diesel And Other Fuels
	110 Fillmore Co Treasurer		27.68		1 Transactions	
	4487 Preston Service Plus					
	01-603-000-0000-6310		41.03	2009 Chev Imp-oil,filter,etc	4447	Contract Repairs And Maintenance
	4487 Preston Service Plus		41.03		1 Transactions	
603	DEPT Total:		68.71	Feedlot	2 Vendors	2 Transactions
1	Fund Total:		42,139.19	County Revenue Fund		130 Transactions

CHUFFMAN
 6/2/16 4:50PM
 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
111	DEPT			Facilites Mtce		
	9206 Winona Heating & Ventilating Inc					
	12-111-000-0000-6625		9,820.00	Replaced #1 compressor-FCOB	28538	Building Improvement
	9206 Winona Heating & Ventilating Inc		9,820.00	1 Transactions		
111	DEPT Total:		9,820.00	Facilites Mtce	1 Vendors	1 Transactions
12	Fund Total:		9,820.00	INFRA FUND		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
300	DEPT			Highway Administration		
4369	AcenTek 13-300-000-0000-6203		40.03	TELEPHONE 061016	43657-3	Telephone
	13-300-000-0000-6203		30.07	TELEPHONE 061016	64164-1	Telephone
4369	AcenTek		70.10		2 Transactions	
2584	CDW Government Inc 13-300-000-0000-6270		263.74	MONITORS 061016	6027524	Data Processing
2584	CDW Government Inc		263.74		1 Transactions	
3219	Centurylink 13-300-000-0000-6203		27.65	TELEPHONE 061016	83398791	Telephone
3219	Centurylink		27.65		1 Transactions	
1829	Frontier 13-300-000-0000-6203		41.83	TELEPHONE 061016	5079373211	Telephone
1829	Frontier		41.83		1 Transactions	
300	DEPT Total:		403.32	Highway Administration	4 Vendors	5 Transactions
310	DEPT			Highway Maintenance		
5265	American Waterworks 13-310-000-0000-6629		5,300.00	ROAD REPAIRS 061016	12954	Infrastructure Improvement
	13-310-000-0000-6629		6,000.00	ROAD REPAIRS 061016	12955	Infrastructure Improvement
	13-310-000-0000-6629		1,000.00	CULVERT REPAIRS 061016	12956	Infrastructure Improvement
5265	American Waterworks		12,300.00		3 Transactions	
4381	Brock White Company Llc 13-310-000-0000-6580		131.40	CULVERT REPAIR 061016	12660207	Other Repair And Maintenance Supplies
4381	Brock White Company Llc		131.40		1 Transactions	
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505		8,531.69	ROCK 061016	10081	Aggregate
1891	Bruening Rock Products, Inc.		8,531.69		1 Transactions	
4902	Midstates Equipment & Supply 13-310-000-0000-6342		5,495.00	RENTAL 061016	216395	Machinery And Equipment Rental
4902	Midstates Equipment & Supply		5,495.00		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
3632	Milestone Materials Inc	13-310-000-0000-6505		3,399.27	ROCK	061016	3020		Aggregate	
		13-310-000-0000-6505		71.48	ROCK	061016	3021		Aggregate	
		13-310-000-0000-6505		7,098.03	ROCK	061016	3905		Aggregate	
		13-310-000-0000-6505		991.81	ROCK	061016	3906		Aggregate	
		13-310-000-0000-6505		294.20	ROCK	061016	3907		Aggregate	
		13-310-000-0000-6505		553.85	ROCK	061016	3908		Aggregate	
		13-310-000-0000-6505		439.74	ROCK	061016	3909		Aggregate	
3632	Milestone Materials Inc			12,848.38						7 Transactions
3388	Minnowa Construction Inc	13-310-000-0000-6580		240.00	BRIDGE PLANKS	061016	2016014			Other Repair And Maintenance Supplies
3388	Minnowa Construction Inc			240.00						1 Transactions
4142	MN Pipe & Equipment	13-310-000-0000-6520		329.35	CULVERT	061016	355845			Culverts
4142	MN Pipe & Equipment			329.35						1 Transactions
272	Newman Signs	13-310-000-0000-6515		107.78	SUPPLIES	061016	297577			Traffic Signs
272	Newman Signs			107.78						1 Transactions
1684	Olson Explosives Inc	13-310-000-0000-6524		849.00	CHLORIDE	061016	OE134222			Dust Control
1684	Olson Explosives Inc			849.00						1 Transactions
8755	Valley Home Improvement	13-310-000-0000-6580		74.85	BRIDGE REPAIR	061016	50315			Other Repair And Maintenance Supplies
		13-310-000-0000-6580		39.92	BRIDGE REPAIR	061016	50332			Other Repair And Maintenance Supplies
		13-310-000-0000-6580		68.24	BRIDGE REPAIR	061016	50390			Other Repair And Maintenance Supplies
8755	Valley Home Improvement			183.01						3 Transactions
310	DEPT Total:			41,015.61	Highway Maintenance			10 Vendors		20 Transactions
320	DEPT				Highway Construction					
1084	Forestry Suppliers Inc	13-320-000-0000-6501		187.75	SUPPLIES	061016	68963			Engineering And Surveying Supplies
1084	Forestry Suppliers Inc			187.75						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
5835	Mn Dept Of Natural Resources-Omb 13-320-000-0000-6377		6,000.00	MUSSEL RELOCATION-CSAH 1061016	225294	Fees And Service Charges
5835	Mn Dept Of Natural Resources-Omb		6,000.00	1 Transactions		
320	DEPT Total:		6,187.75	Highway Construction	2 Vendors	2 Transactions
330	DEPT			Equipment Maintenance Shops		
2208	Canton City 13-330-000-0000-6317		2,213.40	LIFT PUMP REPAIR 061016	175	Building Maintenance
2208	Canton City		2,213.40	1 Transactions		
2322	Carquest 13-330-000-0000-6575		152.68	FILTERS 061016	1537217880	Machinery Parts
2322	Carquest		152.68	1 Transactions		
5005	Cintas Corporation- First Aid & Safety 13-330-000-0000-6576		110.02	SUPPLIES 061016	5112893	Shop Supplies & Tools
5005	Cintas Corporation- First Aid & Safety		110.02	1 Transactions		
4598	Class C Solutions Group 13-330-000-0000-6576		5.00-	SUPPLIES 061016	8309719001	Shop Supplies & Tools
	13-330-000-0000-6576		8.16	SUPPLIES 061016	8341876002	Shop Supplies & Tools
	13-330-000-0000-6576		82.94	SUPPLIES 061016	8375762001	Shop Supplies & Tools
4598	Class C Solutions Group		86.10	3 Transactions		
3714	Hovey Oil Co Inc 13-330-000-0000-6561		1,286.26	#2 DIESEL 061016	91685	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		2,340.90	GAS 061016	91685	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		174.80	#2 DIESEL 061016	91727	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		388.69	GAS 061016	91727	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		1,355.20	#2 DIESEL 061016	91729	Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		705.20	GAS 061016	91729	Gasoline Diesel And Other Fuels
3714	Hovey Oil Co Inc		6,251.05	6 Transactions		
9403	Menards Rochester South 13-330-000-0000-6316		82.88	GROUNDS MAINT 061016	22778	Grounds Maintenance
9403	Menards Rochester South		82.88	1 Transactions		
5266	Miller Tarps					

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5266	Miller Tarps		62.50	PARTS 061016	1173	Machinery Parts
			62.50	1 Transactions		
6094	MN Energy Resources Corporation					
	13-330-000-0000-6255		96.98	NATURAL GAS 061016	502458275	Gas
	13-330-000-0000-6255		89.60	NATURAL GAS 061016	502625354	Gas
	13-330-000-0000-6255		422.83	NATURAL GAS 061016	506251865	Gas
	13-330-000-0000-6255		147.36	NATURAL GAS 061016	507313281	Gas
	13-330-000-0000-6255		76.05	NATURAL GAS 061016	507351562	Gas
6094	MN Energy Resources Corporation		832.82	5 Transactions		
303	Preston Equipment Co					
	13-330-000-0000-6575		193.50	LABOR 061016	013748	Machinery Parts
	13-330-000-0000-6575		2.90	PARTS 061016	013748	Machinery Parts
	13-330-000-0000-6575		134.17	PARTS 061016	016962	Machinery Parts
	13-330-000-0000-6575		245.66	PARTS 061016	017573	Machinery Parts
303	Preston Equipment Co		576.23	4 Transactions		
97	Rushford Hardware					
	13-330-000-0000-6317		43.98	BLDG MAINT 061016	E80194	Building Maintenance
97	Rushford Hardware		43.98	1 Transactions		
343	Spring Valley Public Utilities					
	13-330-000-0000-6251		167.99	UTILITIES 061016	1124	Electricity
343	Spring Valley Public Utilities		167.99	1 Transactions		
5267	Summit Companies					
	13-330-000-0000-6317		304.00	SPRINKLER INSPECTION 061016	1123178	Building Maintenance
5267	Summit Companies		304.00	1 Transactions		
3761	W.D. Larson Co Ltd Inc					
	13-330-000-0000-6575		126.48	FILTERS 061016	26034	Machinery Parts
3761	W.D. Larson Co Ltd Inc		126.48	1 Transactions		
1487	Waste Management - WI-MN					
	13-330-000-0000-6251		46.85	UTILITIES 061016	310954327600	Electricity
1487	Waste Management - WI-MN		46.85	1 Transactions		
450	Zep Sales & Service					

CHUFFMAN
 6/2/16 4:50PM
 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	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6576		323.90	SUPPLIES 061016	Shop Supplies & Tools
450 Zep Sales & Service		323.90	1 Transactions	
330 DEPT Total:		11,380.88	Equipment Maintenance Shops	15 Vendors 29 Transactions
340 DEPT			Local Option Sales Tax	
5270 Thorson/AI				
13-340-000-0000-6580		237.82	DRAIN TILE 061016	Other repair & maintenace supplies
5270 Thorson/AI		237.82	1 Transactions	
340 DEPT Total:		237.82	Local Option Sales Tax	1 Vendors 1 Transactions
13 Fund Total:		59,225.38	County Road & Bridge	57 Transactions

CHUFFMAN
 6/2/16 4:50PM
 14 Sanitation Fund

*** 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
390 DEPT		Resource Recovery Center			
2988 Bluff Country Newspaper Group		490.50	4/28/16 Display ads,pickup ads	50607	Advertising
14-390-000-0000-6241					
2988 Bluff Country Newspaper Group		490.50	1 Transactions		
4666 Dynamic Recycling					
14-390-000-0000-6456		2,614.88	5/19 & 5/25/16 Freight & weigh	order#1-18162	Recycling Materials
4666 Dynamic Recycling		2,614.88	1 Transactions		
303 Preston Equipment Co					
14-390-000-0000-6311		102.10	bulk hose,elbow fit-fitting	01-6991	Miscellaneous Repairs And Maintenance
303 Preston Equipment Co		102.10	1 Transactions		
390 DEPT Total:		3,207.48	Resource Recovery Center	3 Vendors	3 Transactions
14 Fund Total:		3,207.48	Sanitation Fund		3 Transactions

CHUFFMAN
6/2/16 4:50PM
23 County Airport Fund

*** 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
350 DEPT			County Airport		
3219 Centurylink					
23-350-000-0000-6203		7.90	Analog line May	1376609588	Telephone
3219 Centurylink		7.90		1 Transactions	
110 Fillmore Co Treasurer					
23-350-000-0000-6316		640.00	Feb snow removal		Grounds Maintenance
110 Fillmore Co Treasurer		640.00		1 Transactions	
4884 Mac Queen Equipment Inc					
23-350-000-0000-6626		6,044.55	Snoblower 5% State	1150315	Mn Improvement Const/Grant
23-350-000-0000-6628		108,801.90	Snoblower 90% Fed	1150315	Fed Improvement Const/Grant
23-350-000-0000-6630		6,044.55	Snoblower 5% County	1150315	County Share Construction/Improvement
4884 Mac Queen Equipment Inc		120,891.00		3 Transactions	
3180 Professional Engineering Services,Ltd					
23-350-000-0000-6265		5,810.75	#6 Txwy wide/site prep & CVT	6	Airport Consulting
3180 Professional Engineering Services,Ltd		5,810.75		1 Transactions	
350 DEPT Total:		127,349.65	County Airport	4 Vendors	6 Transactions
23 Fund Total:		127,349.65	County Airport Fund		6 Transactions

CHUFFMAN
 6/2/16 4:50PM
 76 Trust And Agency Fund

*** 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
705 DEPT		Economic Development		
382 Chatfield City				
76-705-000-0000-2319		47.33 2nd Qtr Lodging Tax		Chatfield Lodging Tax
382 Chatfield City		47.33	1 Transactions	
7070 SE MN Historic Bluff Country				
76-705-000-0000-2318		87.64 2nd Qtr Lodging tax		95% Lodging Tax
7070 SE MN Historic Bluff Country		87.64	1 Transactions	
705 DEPT Total:		134.97 Economic Development	2 Vendors	2 Transactions
76 Fund Total:		134.97 Trust And Agency Fund		2 Transactions
Final Total:		241,876.67	141 Vendors	199 Transactions

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	42,139.19	County Revenue Fund	
	12	9,820.00	INFRA FUND	
	13	59,225.38	County Road & Bridge	
	14	3,207.48	Sanitation Fund	
	23	127,349.65	County Airport Fund	
	76	134.97	Trust And Agency Fund	
	All Funds	241,876.67	Total	Approved by,
			
			



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5016	A+ Imaging Systems 01-125-000-0000-6377		26.77	May copies	103228	Fees And Service Charges
	01-034-000-0000-6377		24.16	4/16-5/15 copy usage	103264	Fees And Service Charges
	01-105-000-0000-6377		24.16	4/16-5/15 copy usage	103264	Fees And Service Charges
	01-603-000-0000-6377		24.16	4/16-5/15 copy usage	103264	Fees And Service Charges
5016	A+ Imaging Systems		99.25	4 Transactions		
3219	Centurylink 01-251-000-0000-6203		26.01	Telephone	1375784771	Telephone
3219	Centurylink		26.01	1 Transactions		
5660	De Lage Landen Financial Services 01-125-000-0000-6377		61.35	May contract	49805514	Fees And Service Charges
5660	De Lage Landen Financial Services		61.35	1 Transactions		
5109	E.O. Johnson Co.,Inc 01-602-000-0000-6310		124.25	Maintenance	18769864	Contract Repairs And Maintenance
5109	E.O. Johnson Co.,Inc		124.25	1 Transactions		
5954	US Bank					
	01-202-000-0000-6245		125.00	SQ The Odyssey -Registration		Registration Fees
	01-202-000-0000-6245		20.00	Holiday Stntstore-gas		Registration Fees
	01-202-000-0000-6245		28.72	Superamerica-gas		Registration Fees
	01-202-000-0000-6245		125.00	Paypal Odysseygroup-registrati		Registration Fees
	01-202-000-0000-6337		19.50	Green Mill-meal		Other Travel Expense
	01-202-000-0000-6337		279.81	Best Western Hotel-lodging		Other Travel Expense
	01-202-000-0000-6337		279.81	Best Western Hotels-lodging		Other Travel Expense
	01-202-000-0000-6337		279.81	Best Western Hotels-lodging		Other Travel Expense
	01-202-000-0000-6337		16.08	Cowboy Jacks Saloon-meal		Other Travel Expense
	01-202-000-0000-6337		37.39	Perkins Rest-meals		Other Travel Expense
	01-202-000-0000-6337		21.85	Applebees-meal		Other Travel Expense
	01-202-000-0000-6337		24.60	Hitching Post Eatery & -meal		Other Travel Expense
	01-202-000-0000-6337		11.75	Subway-meal		Other Travel Expense
	01-202-000-0000-6337		16.39	Hitching Post Eatery &-meal		Other Travel Expense
	01-202-000-0000-6337		12.24	HyVee-meal		Other Travel Expense
	01-202-000-0000-6337		20.20	Green Mill-meal		Other Travel Expense
	01-202-000-0000-6337		12.33	Perkins Family-meal		Other Travel Expense
	01-202-000-0000-6337		6.42	Cowboy Jacks Saloon-meal		Other Travel Expense
	01-202-000-0000-6561		29.86	HyVee-gas		Gasoline Diesel And Other Fuels
	01-202-000-0000-6561		19.00	Superamerica-gas		Gasoline Diesel And Other Fuels

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/7/2016

Amount of time requested (minutes): 30

Department: Coordinator

Requested By: Kristina Kohn

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

CONSENT AGENDA:

1. Merit increase for Elizabeth Fuglestad, Social Worker to Merit Grade 32/Grade 8(H) effective May 2, 2016 as recommended by the Social Services Manager

REGULAR AGENDA:

1. Discussion with possible action regarding changes to "Holiday" policy
2. Discussion with possible action regarding adding item to the November ballot asking if Auditor/Treasurer and Recorder should be appointed
3. Discussion regarding Auditor/Treasurer Office Structure
4. Voluntary position change for Sherida Newgard to Account Tech effective 6/7/16 to Grade 5/ Step 6
 - Current Salary- \$24.7655 (Account Tech Lead)
 - New Salary- \$22.6932 (Account Tech)
5. Discussion with possible action regarding Interim Auditor/Treasurer
6. Resignation of Julie Schreiber, Account Technician, effective June 16, 2016
 - Following 3 years employment
7. Request to hire replacement Account Technician at Grade 5/ Step 1 effective July 5, 2016 as recommended by the Hiring Committee.
 - Sarah Mensink
 - \$16.9540
8. Request to hire replacement Account Technician at Grade 5/ Step 1 effective June 24, 2016 as recommended by the Hiring Committee.
 - Lori Oehlke
 - \$16.9540
9. Request replacement Account Tech/ Case Aide in Community Services- Public Health from current posting
10. Request to advertise for additional Income Maintenance Worker in Community Services- Social Services Division as recommended by the Personnel Committee

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

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Accr	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula		Amount	Service Dates	Paid On Bhf #	On Behalf of Name
01-202-000-0000-6561		29.46	Holiday Stnstore-gas		Gasoline Diesel And Other Fuels
01-205-000-0000-6386		15.98	Netflix.com		Jail Phone Comm 16A.72
01-251-000-0000-6205		47.00	USPS-postage		Postage And Postal Box Rent
01-251-000-0000-6416		10.19	Jones True Value-garbage bags		Misc Supplies
5954 US Bank		1,488.39		24 Transactions	
2357 Verizon Wireless					
01-125-000-0000-6203		15.58	May cell phone	9764775250	Telephone
2357 Verizon Wireless		15.58		1 Transactions	
1 Fund Total:		1,814.83	County Revenue Fund	6 Vendors	32 Transactions

CJOHNSON
 5/26/16 3:06PM
 13 County Road & Bridge

*** 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>
3205	Centurylink 13-300-000-0000-6203		50.08	TELEPHONE 052716	5078673784	Telephone
3205	Centurylink		50.08	1 Transactions		
6094	MN Energy Resources Corporation 13-330-000-0000-6255		62.74	NATURAL GAS 052716	505303491	Gas
6094	MN Energy Resources Corporation		62.74	1 Transactions		
13 Fund Total:			112.82	County Road & Bridge	2 Vendors	2 Transactions

CJOHNSON
 5/26/16 3:06PM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'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 # On Behalf of Name</u>
5882 Winneshiek County Landfill 14-390-000-0000-6374		1,183.38	5/12 household	20716 Landfill Tipping Fees
5882 Winneshiek County Landfill		1,183.38	1 Transactions	
14 Fund Total:		1,183.38	Sanitation Fund	1 Vendors 1 Transactions

CJOHNSON
 5/26/16 3:06PM
 76 Trust And Agency Fund

*** Fillmore County ***



Audit List for Board AUDITOR'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 # On Behalf of Name</u>
110 Fillmore Co Treasurer				
76-000-000-0000-2006		1,206.00	RRC Sales & Use Tax	Commercial Sw Mgmt Tax
76-000-000-0000-2007		190.00	041,101,103&602 Sales & Use Tx	Sales Tax Collected
76-300-000-0000-2007		139.00	R & B Sales & Use Tax	Sales Tax Collected
110 Fillmore Co Treasurer		1,535.00	3 Transactions	
76 Fund Total:		1,535.00	Trust And Agency Fund	1 Vendors 3 Transactions
Final Total:		4,646.03	10 Vendors	38 Transactions

*** Fillmore County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	1,814.83	County Revenue Fund	
	13	112.82	County Road & Bridge	
	14	1,183.38	Sanitation Fund	
	76	1,535.00	Trust And Agency Fund	
	All Funds	4,646.03	Total	Approved by,
			
			

Policy Statement

It is customary to allow employees to observe certain national holidays by granting days off from regular duties with appropriate pay.

A. Paid Holidays

Fillmore County provides ten and one-half paid holidays each year for all regular full-time employees not subject to a collective bargaining agreement. The County, with the exception of the Sheriff's department, is officially closed on the following days:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24 (4 hour Holiday) Mon- Thurs only
Christmas Day	December 25

B. Holidays Falling on Non-Work Days

If these holidays ([excluding Christmas Eve Day](#)) fall on Saturday, the preceding Friday will be a holiday; holidays falling on Sunday shall be observed on the following Monday.

C. Holiday Eligibility

Employees must work the scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay unless time off on these days has been excused with pay (e.g. paid time off). Only regular full-time employees are eligible for full holiday pay. A holiday is an eight (8) hour day with the exception of Christmas Eve Day which is four (4) hours. Holiday pay will not be paid retroactively for part-time employees who become regular full-time employees.

D. Working on Holidays

Scheduled work on holidays is discouraged, except in the interest of public safety or when necessary to maintain operations. Regular full-time employees who are scheduled to work on a recognized holiday shall receive their holiday pay plus compensatory time off for hours worked.

E. Holiday During Paid Time Off (PTO)

If a designated holiday falls within an employee's scheduled PTO period, the employee shall not be charged PTO on the day of the holiday observance.

F. Religious Holidays

Employees may take religious holidays not designated as a County holiday without pay or by use of PTO. Prior approval in advance must be obtained from the employee's department head.

G. Eligible Part-time Employee Holidays

Each November, a full-time employee equivalency (FTE) percentage will be determined for each eligible part-time employee not subject to a collective bargaining agreement.

1. The FTE will be based on the average number of hours per week worked for the previous year.
2. Prorated holiday benefits for the above listed holidays will only be offered to regular part-time employees working 20 or more hours per week.
3. Hourly part-time employees must enter holiday hours on appropriate time voucher.

County Offices: Combining or Making Appointed

This information brief describes the general law governing how certain county government offices may be changed from elected to appointed positions and how certain offices may be combined. It also summarizes what options counties have implemented and whether they have used general or special law.

Contents	Page
What county offices can be changed from elective to appointive and how?.....	2
What county offices can be combined and how?.....	2
How many counties have implemented changes in county offices?.....	4
Can a county change a position that has been combined or made appointed back to an elected position?	10

What county offices can be changed from elective to appointive and how?

Under [Minnesota Statutes, section 382.01](#), each county must have an elected county auditor, treasurer, sheriff, recorder, attorney, and coroner. But since 1973, [Minnesota Statutes, section 375A.10](#), has allowed a county to appoint a county auditor, county treasurer, sheriff, or county recorder, if the offices have not been abolished by the adoption of other options.

These options may be adopted only after the voters in the county approve it in a referendum. [Minn. Stat. § 375A.12](#). The referendum may be initiated by:

- a resolution by the county board,
- a petition signed by voters equal in number to 5 percent of the electors voting at the last election for the office of governor, or
- a recommendation of a county government study commission. If a study commission has been established under [Minnesota Statutes, section 375A.13](#), a referendum on an option may not be initiated by a resolution of the county board or a petition of voters until after the commission has completed its study.

If an office is made appointive, the board of county commissioners makes the appointment to the office. The statutorily required duties, functions, and responsibilities of the office are then vested in and performed by the board of county commissioners through a board-appointed department head. The board can initiate and direct any reorganization, consolidation, reallocation, or delegation of duties, functions, or responsibilities for the purpose of promoting efficiency in county government; the board may also make any other necessary administrative changes including abolishing or terminating the office or the transfer of personnel, without diminishing, prohibiting, or avoiding those specific statutorily required duties to be performed by those officials. [Minn. Stat. § 375A.10](#), subd. 3.

The officer elected to the office at the time of the adoption of this option serves as the head of any department created by the board of county commissioners to perform the functions formerly performed by the office until the term of office expires. [Minn. Stat. § 375A.10](#), subd. 3.

What county offices can be combined and how?

1. Auditor and Treasurer

The offices of the county auditor and treasurer may be combined. [Minn. Stat. § 375A.10](#), subd. 2, cl. (c). If the combined office is to be appointive, a referendum must be held under [section 375A.12](#). If the combined office is to remain elective, the proposed change generally is not subject to a referendum and if a referendum is not held, the resolution providing for the change must be adopted by 80 percent of the county board members. However, the county board may still require a referendum on the change. In addition, a referendum may be required if a petition is signed by a number of voters equal to 10 percent of those voting in the county at the last

general election. The county auditor must receive the petition for a referendum within 30 days after the second publication of the board resolution that orders the combination.

The persons last elected as auditor and treasurer before the resolution has been adopted serve in those offices until the completion of the terms to which they were elected.

The statutorily required duties, functions, and responsibilities of the county auditor and the county treasurer are then vested in and performed by the auditor-treasurer.

2. Assessor and Auditor, Treasurer, or Auditor-Treasurer

A number of counties have combined the office of assessor with that of auditor, treasurer, or auditor-treasurer. Because of concerns with the compatibility of these offices, the law now explicitly provides for combining the offices. Whenever the assessor's office is combined with another, the person holding the office still must meet the qualifications required for assessor.

Compatible offices. The office of county assessor is compatible with the office of auditor, treasurer, or auditor-treasurer if those offices are appointed positions. A combined assessor-auditor must not serve on the board of appeal and equalization. The county board must not delegate any authority, power, or responsibility under the tax abatement process to the combined office.

An elected county auditor, treasurer, or auditor-treasurer may also serve as the county assessor if the auditor, treasurer, or auditor-treasurer office will be an appointed position within five years. The five-year period covers the time it might take from the referendum to make the auditor, treasurer, or auditor-treasurer an appointed office until the current elected officeholder's term expires.

Incompatible offices. A county assessor must not serve in the listed elected positions: county attorney, county board member, elected auditor, elected treasurer, elected auditor-treasurer, town board supervisor for a town in the same county, or mayor or city council member for a city in the same county. Similarly, a city assessor must not also serve as a mayor or city council member for the same city, and a town assessor must not serve as a town board supervisor for the same town.

Except for an elective office that will become appointive, an assessor who accepts an office that is incompatible with the office of assessor is deemed to have resigned from the assessor position on the day of taking the incompatible office.

[Minn. Stat. § 273.061](#), subs. 1a, 1b, 1c.

How many counties have implemented changes in county offices?

Seventy of Minnesota's 87 counties have implemented one or more changes in county offices. The table below indicates what options counties have used and provides a citation to the session law if the option was authorized by special legislation. An "X" means that the 2013-2014 *Minnesota Legislative Manual*¹ indicates the option followed by the county, presumably pursuant to the general law. As can be seen at a glance, the most popular options are making the office of county recorder an appointed position and combining the offices of auditor and treasurer, whether the combined office remains elective or is made appointive. Less than half of the options exercised were done so under general law authority. Those that were exercised under general law authority were the ones that do not require a referendum, although in several instances a referendum was in fact held. Most changes were made following special legislation. To date, no county has opted to make the sheriff an appointive position.

Since 2001, special legislation allowing a county to make a position appointed or combining auditor and treasurer has:

- (1) required the county board to adopt the resolution providing for the change by at least 80 percent;
- (2) provided for a reverse referendum;
- (3) required local approval; and
- (4) provided for the elected officeholder, if any, to continue to hold the office until the term expires.

In 2001, 2006, 2009, and again in 2013, legislation was debated, but not enacted, that would have made it easier under general law to change certain county offices from elective to appointive positions.² Since 2001, 22 counties have gotten special legislation to make the changes under substantially the same conditions as were proposed in these bills to change the general law.

In 2011, an additional provision was enacted in a special law that spells out how the county may revert to making offices elective after having made them appointive under the special law.³

¹ Office of the Minnesota Secretary of State, *Minnesota Legislative Manual 2013-2014* (St. Paul, 2013); also known as the *Minnesota Blue Book*, www.sos.state.mn.us/index.aspx?page=1744.

² See H.F. 1290/S.F. 510 (2001); H.F. 2946/S.F. 2805 (2006); H.F. 1278/S.F. 1125 (2009); H.F. 800/S.F. 966 (2013)

³ See Laws 2011, ch. 99.

Counties That Have Exercised Options					
County	Appointed Auditor	Appointed Treasurer	Appointed Recorder	Elected Auditor-Treasurer	Appointed Auditor-Treasurer
Anoka ⁴	1989 c 243 (RR, LA)	1989 c 243 (RR, LA)	1989 c 243 (RR, LA)		
Becker				X	
Beltrami			2007 c 26 (RR, LA)	X	
Benton ⁵				1997 c 91 (RR)	
Blue Earth	1990 c 431 (RR, LA)	1990 c 431 (RR, LA)	1990 c 431 (RR, LA)		
Brown				X	
Carlton			2002 c 263 (RR, LA)	X	
Carver ⁶	2006 c 173 (RR, LA)	2006 c 173 (RR, LA)	2006 c 173 (RR, LA)		
Cass ⁷			2001 c 105 (RR, LA)		2001 c 105 (RR, LA)
Chippewa				1992 c 421 (RR, LA)	
Chisago ⁸			1998 c 302 (RR, LA)		
Clay			2014 c 146 § 3 (RR, LA)	X	2014 c 146 § 3 (RR, LA)

LA = local approval required and done • NR = no referendum required • RR = reverse referendum required • X = 2013-2014 Minnesota Legislative Manual indicates the position. It is assumed it was established under Minnesota Statutes, chapter 375A, because there is no known special legislation.

⁴ In Laws 2005, chapter 28, these provisions were codified in Minnesota Statutes, sections 383E.03 to 383E.06.

⁵ Laws 1997, chapter 91, also authorized Benton County to make the offices of recorder and auditor-treasurer appointive but these options were not implemented. There was a petition to require a referendum and the part that combined the offices of auditor and treasurer passed, but the part to make the combined office appointive failed.

⁶ The 2013-2014 Minnesota Legislative Manual shows the auditor-treasurer as a combined position.

⁷ Although Cass County approved the law, it has not implemented the option to make the recorder an appointed position. The 2013-2014 Minnesota Legislative Manual shows that the elected recorder's term expires 2015. The auditor-treasurer's position was made appointive effective May 1, 2005.

⁸ The 2013-2014 Minnesota Legislative Manual shows that the county has a recorder-treasurer with a term ending in 2015. The county website shows the offices as separate but occupied by the same person.

Countries That Have Exercised Options					
<small>LA = local approval required and done • NR = no referendum required • RR = reverse referendum required • X = 2013-2014 Minnesota Legislative Manual indicates the position. It is assumed it was established under Minnesota Statutes, chapter 375A, because there is no known special legislation.</small>					
County	Appointed Auditor	Appointed Treasurer	Appointed Recorder	Elected Auditor-Treasurer	Appointed Auditor-Treasurer
Cook ⁹				X	
Cottonwood				X	
Crow Wing				X	
Dakota ¹⁰			1991 c 338 (RR)	1991 c 338 (RR)	1998 c 308 (RR, LA)
Dodge ¹¹			X		X
Douglas				X	
Faribault				X	
Fillmore				X	
Freeborn ¹²				X	
Goodhue			2001 c 184 (RR, LA) 1967 Minn. Stat. § 383B.025		2001 c 184 (RR, LA)
Hennepin					1967 Minn. Stat. § 383B.025
Hubbard	2001 c 105 (RR, LA)	2001 c 105 (RR, LA)	2001 c 105 (RR, LA)		
Isanti				X	
Itasca				1993 c 127 (RR, LA)	

⁹ A referendum on the proposal was held in 1976 and the part to combine the offices passed, but the part to make the combined office appointive failed.

¹⁰ Dakota County's law is now codified in Minnesota Statutes, section 383D.09.

¹¹ The auditor-treasurer's office became an appointed office at the beginning of 2007, following approval by the voters at the 2004 general election. The recorder's office became an appointed office following voter approval at the 2012 primary election.

¹² The offices of auditor and treasurer were combined in 1982 following a referendum on the question. Freeborn County was given special authority to make the county recorder and combined office of auditor-treasurer appointive offices. Laws 1994, ch. 393. Although local approval was completed for the special legislation, the options were not implemented after a referendum was held pursuant to a petition and failed.

Counties That Have Exercised Options					
County	Appointed Auditor	Appointed Treasurer	Appointed Recorder	Elected Auditor-Treasurer	Appointed Auditor-Treasurer
Jackson				X	2014 c 146 § 1 (RR, LA)
Kanabec				X	
Kandiyohi			2014 c 146 § 4 (RR, LA)	1992 c 421 (RR, LA)	2014 c 146 § 4 (RR, LA)
Kitson ¹³			2011 c 99 (RR, LA)	X	2011 c 99 (RR, LA)
Koochiching				X	
Lac qui Parle			2005 c 75 § 2 (RR, LA)		2005 c 75 § 2 (RR, LA)
Lake			2014 c 146 § 2 (RR, LA)	1974 c 227 (RR)	2014 c 146 § 2 (RR, LA)
LeSueur				X	
Lyon			2014 c 146 § 5 (RR, LA)	X	2014 c 146 § 5 (RR, LA)
Marshall				X	
Martin				1991 c 81 (RR, LA)	
McLeod				X	
Mille Lacs ¹⁴			X	X	
Morrison				X	
Mower				X	
Murray				1993 c 200 (RR, LA)	
Nicollet					2008 c 160 (RR, LA)

LA = local approval required and done • NR = no referendum required • RR = reverse referendum required • X = 2013-2014 *Minnesota Legislative Manual* indicates the position. It is assumed it was established under Minnesota Statutes, chapter 375A, because there is no known special legislation.

¹³ The 2013-2014 *Minnesota Legislative Manual* indicated the elected recorder's term ends in 2015.

¹⁴ The auditor-treasurer positions were combined following a referendum in 1980. A 1974 referendum to combine the offices and make the combined office appointive failed. The recorder position became an appointed position at the beginning of 2007, following approval by the voters at the 2004 general election.

Counties That Have Exercised Options					
County	Appointed Auditor	Appointed Treasurer	Appointed Recorder	Elected Auditor-Treasurer	Appointed Auditor-Treasurer
Nobles ¹⁵				1993 c 200 (RR, LA)	
Norman				X	
Olmsted			1992 c 474 (RR, LA)	1990 c 438 (RR, LA)	1998 c 307 (RR, LA)
Pine ¹⁶			2002 c 263 (RR, LA)	X	
Polk			2002 c 258 (RR, LA)	1993 c 127 (RR, LA)	2002 c 258 (RR, LA)
Pope				X	
Ramsey	1971-73 Minn. Stat. § 383A.20	1971-73 Minn. Stat. § 383A.20	1971-73 Minn. Stat. § 383A.20		
Redwood				X	
Renville				X	
Rice				X	
Rock			2003 c 43 (RR, LA)	1993 c 200 (RR, LA)	2008 c 209 (RR, LA)
St. Louis			1986 Minn. Stat. § 383C.136 (NR, LA)	1969 Minn. Stat. § 383C.136	
Scott ¹⁷	1997 c 90 (RR)	1997 c 90 (RR)	1997 c 90 (RR)		
Sherburne				X	
Stearns				X	

LA = local approval required and done • NR = no referendum required • RR = reverse referendum required • X = 2013-2014 Minnesota Legislative Manual indicates the position. It is assumed it was established under Minnesota Statutes, chapter 375A, because there is no known special legislation.

¹⁵ Nobles County was authorized by special law in 2005 to make the recorder and auditor-treasurer positions appointed, subject to local approval and reverse referendum. Laws 2005, ch. 75, § 3. The county did not file the certificate of local approval with the secretary of state and the law did not take effect.

¹⁶ Pine County may also combine the duties of the appointed recorder and the county assessor into one department, as long as the person appointed has the qualifications required in statute for assessors.

¹⁷ Laws 2000, chapter 259, allowed Scott County to generally reorganize and transfer the duties of the appointive positions to the county administrator.

Counties That Have Exercised Options					
County	Appointed Auditor	Appointed Treasurer	Appointed Recorder	Elected Auditor-Treasurer	Appointed Auditor-Treasurer
Steele			2002 c 256 (RR, LA)		
Stevens				X	
Swift ¹⁸	X		X		
Todd				X	
Traverse				X	
Wabasha				X	
Wadena ¹⁹				X	
Waseca				X	
Washington			1997 c 153 (RR, LA)		1997 c 153 (RR, LA)
Winona				X	
Wright			2001 c 180 (RR)	X	
Yellow Medicine			2008 c 161 (RR, LA)		2008 c 161 (RR, LA)

LA = local approval required and done • NR = no referendum required • RR = reverse referendum required • X = 2013-2014 *Minnesota Legislative Manual* indicates the position. It is assumed it was established under Minnesota Statutes, chapter 375A, because there is no known special legislation.

¹⁸ The voters of Swift County approved changing the offices of recorder and auditor to appointed positions at the November 2012 general election.

¹⁹ Wadena County was authorized by Laws 1994, chapter 394, to combine the offices of auditor and treasurer, subject to local approval of the special legislation. Wadena County did not file the local approval as required, and the authority under special law has expired. However, the 2013-2014 *Minnesota Legislative Manual* indicates that the offices are combined; presumably the combination was done under general law in Minnesota Statutes, chapter 375A.

Several counties unsuccessfully tried to change their county offices. Big Stone County was authorized by [Laws 1992, chapter 421](#), to combine the offices of auditor and treasurer (elective, subject to reverse referendum), but never approved the local law as required. A petition for a referendum was filed and the referendum failed. Thus, the option was not implemented and the authority to implement it under special law has expired.

Koochiching County was authorized by [Laws 1994, chapter 387](#), to make the office of county recorder appointive, and although the special legislation was approved by the county board, the option was not implemented after the referendum held pursuant to a petition failed.

Pipestone County was authorized by [Laws 1993, chapter 200](#), to combine the offices of auditor and treasurer, and although the county board approved the local law, the option was not implemented after the referendum held pursuant to a petition failed.

Pope County was authorized by special law in 2005 to make the recorder and auditor-treasurer positions appointed, subject to local approval and reverse referendum. [Laws 2005, ch. 75, § 1](#). When a petition for a referendum was filed, the county board rescinded its resolution. The law was not approved and has expired. A referendum held November 6, 2012, on whether to make the offices of recorder and auditor-treasurer appointed, failed.

[Laws 2011, chapter 99](#), authorized Marshall to provide for appointment of the recorder and auditor-treasurer, but after the Marshall County Board held a public hearing, the board voted not to implement the change. The offices remain elected. (See the county board meeting minutes for August 2, 2011.)

In addition, a number of other counties held referenda that failed on whether to change county offices.

Can a county change a position that has been combined or made appointed back to an elected position?

Yes, but not until at least three years have passed. After three years, any office that has been combined or made appointed under [chapter 375A](#) may be changed back following the same procedures. [Minn. Stat. § 375A.12](#), subd. 6. However, if the change was made pursuant to special law, then special law is needed to change back. Since 2011, special laws to authorize changing offices to appointed positions have also included a provision to provide for reverting to electing the offices.

For more information about local governments, visit the government operations area of our website, www.house.mn/hrd/.

02.03 COUNTY TREASURERS

Overview

Each county has a county treasurer. Treasurers are elected in each county under [Minnesota Statute 385.01](#), however a county board may decide to make it an appointed position. Many counties have a combined auditor-treasurer office.¹

County treasurer may appoint a deputy treasurer, who will have the same authority and responsibility as the treasurer.²

Basic Duties of the County Treasurer

The duties of the county treasurer vary from county to county, depending upon the decisions of the county board. Duties that county treasurers perform are outlined in [Chapter 385 of the Minnesota Statutes](#) and may include any of the following:

- Keep a full and accurate account of all money received and pay out money as directed by law or the proper authority
- Invest excess county funds in order to receive the highest and safest return for the county
- Keep public funds separate from any private funds of any person
- Apply Legislative updates to office procedures
- Comply with Minnesota's retention schedule and determine the disposition of files and records of the office
- Provide information as requested by state agencies, the general public, and other county personnel
- Attend meetings of professional organizations, county/state committees, and agencies to provide services directly related to county treasurer duties
- Maintain and balance the cashbook
- Direct day-to-day operations of the treasurer's office
- Prepare and deposit county funds and account transfers
- Balance funds daily and twice a month with the auditor's office
- Balance and close all ledger accounts for the previous year and prepare reports for audit purposes for the state audit team at the end of the year
- Maintain sufficient liquidity to cover disbursements, ensure appropriate and sufficient collateral is pledged, and maintain a principal/interest earned record on investments and securities
- Work with brokers/banks on Certificates of Deposits and investments
- Mail statements and accept payment for real estate not delinquent, personal property, mineral interest, and mobile home taxes
- Maintain and collect delinquent mobile home taxes
- Mail Truth-in-Taxation notices
- Mail and distribute county payroll, auditor warrants, commissioner warrants, and welfare warrants
- Maintain the escrow listing and escrow transactions
- Maintain mailing addresses on the tax system

¹ See [Section 02.02](#) for more information on the role of the county auditor.

² [Minnesota Statute 385.02, subd. 1.](#)

CHAPTER 2: ADMINISTRATIVE ROLES

- Maintain tax books showing taxes paid or unpaid and changes in ownership or tax payer
- Provide tax searches for the general public, real estate sales agents, mortgage companies, and escrow agencies.
- Collect deed tax and mortgage registration tax and distribute these receipts to the appropriate units of government
- Examine and sign off on county recorder documents for compliance with statute
- Collect NSF checks, refund overpayments, prepare stop payments on outstanding checks, answer correspondence, and prepare media advertisements for tax deadlines
- Sign off on affidavit/permits for manufactured homes for titling and relocation purposes
- Prepare documents to report delinquent manufactured home taxes to the Department of Revenue
- File unclaimed property with the Department of Revenue
- Prepare most of the settlement for payment after each tax deadline
- Handle driver's license renewals, issue birth and death certificates, marriage licenses, and file notary commissions and ministerial credentials

02.02 COUNTY AUDITORS

Overview

Each county has a county auditor. Auditors are elected in each county under [Minn. Stat. § 384.01](#), however a county board may decide to make it an appointed position. Many counties have a combined auditor-treasurer office.¹

County auditors may appoint a deputy auditor, who will have the same authority and responsibility as the auditor.²

Basic Duties of the County Auditor

The duties of the county auditor vary from county to county, depending upon the decisions of the county board. Duties that county auditors perform are outlined in [Chapter 384 of the Minnesota Statutes](#) and may include any of the following:

- Serve as clerk to the county board, responsible for preparing and preserving the minutes and preparing the annual financial statement for the county
- Maintain the official financial records for the county, including ledger journals
- Sign all warrants issued against the county and oversee the monthly trial balance
- Serve as recipient of all bids on behalf of the county construction projects, equipment, and services provided
- Calculate the tax capacity rates for all taxing jurisdictions in the county and compute the tax on each parcel of land
- Send the Truth-in-Taxation and annual tax statements to taxpayers
- Collect delinquent taxes and distribute collections to proper taxing districts
- Research the legality of and initiate Confessions of Judgment relating to the payment of taxes
- Work with property tax credits and the deferment of tax to qualifying Agricultural Preserve Programs and Green Acres Program
- Collect special assessments for cities and townships and distribute collections to proper taxing authority
- Initiate or concur with assessor in the preparation and issuance of tax abatements
- Identify, track, and implement legal proceedings of the tax forfeiture process and conduct tax forfeited land sales
- Remain involved with the Department of Natural Resources on lease lots, state leases, forestry issues and severed minerals
- Issue tax certificates under the seal of the office indicating whether taxes are paid or not
- Complete the auditor's certificate for requesting entities with all pertinent taxing information relating to the taxing district
- Administer the fiscal disparities program, which involves calculating a contributions and redistributing aid
- Administer all aspects of tax increment financing

¹ See [Section 02.03](#) for more information on the role of the county treasurer.

² [Minn. Stat. § 384.08](#).

CHAPTER 2: ADMINISTRATIVE ROLES

- Maintain up to date records on each parcel of land in the county, including legal description and ownership and any transfers, sales, splits, mortgages, etc.
- Record all county and judicial ditch proceedings and assess any payments ordered by the ditch board
- Act as the chief election administrator for the county
- Serve as the deputy registrar for the county
- Serve as the administrator for vital statistics
- Issue liquor, wine, beer, auctioneer, dance, dangerous dog, charitable gambling, and other licenses deemed by the county to be appropriate
- Serve as a member of the Board of Equalization, Canvassing Board, and Secretary of the Extension Committee.

The above list is just an example of the types of duties a county auditor may be required to perform. These duties will vary from county to county. In addition, every auditor has many personnel duties to attend to.

02.04 COUNTY RECORDERS

Duties of the County Recorder

The duties of the county recorder vary from county to county, depending upon the decisions of the county board. Duties that county recorders perform are outlined in [Chapter 386 of the Minnesota Statutes](#) and may include any of the following:

- Perform abstract services and employ licensed abstractors
- Charge and collect all fees as prescribed by law, which shall be paid to the county at least every month
- Keep an index as a grantor's and grantee's reception index
- Enter in the index all deeds and other instruments left, and all copies left, as cautions or notices of liens
- Note within the tract index the date, time, and minute of every instrument affecting the title to any land filed for recording
- Endorse each instrument received for record with a consecutive number and enter the number in all indexes kept in the office
- Keep an index of all records kept in the office showing the number of instrument consecutively, the kind, the time of its reception, and where the same is recorded
- Exhibit any of the records or papers in the recorder's custody to the inspection of any person
- Record certificates of military discharge and releases or transfers from active duty at no fee
- Maintain the power of a public notary
- Keep suitable word-for-word records of all instruments left with the recorder
- Accept security deposits to guarantee payments of charges
- Serve as registrar
- Enter all first and subsequent certificates of title by entering them into the books
- Enter accurate descriptions of all registered lands in tract indexes
- Maintain vital statistics for the county
- Accept, prepare, and issue marriage licenses and certificates
- Hold custody of all records for the county pertaining to real estate title, including deeds and mortgages
- Record military discharge papers and issue certified copies of them
- Record state and federal tax liens
- Hold custody of the original government land survey
- Maintain all legal records of all real estate in the county
- Provide abstracts of title, handle driver's license renewals, issue birth and death certificates, marriage licenses, file notary commissions, and provide passports

The above list is just an example of the types of duties a county recorder may be required to perform. These duties will vary from county to county. Additional duties can also be found throughout Minnesota Statutes, Laws, and Rules.

375A.10 OPTIONS RELATING TO CERTAIN COUNTY OFFICES.

Subdivision 1. **General.** Notwithstanding the provisions of any other law to the contrary and in addition to the other options provided by sections 375A.01 to 375A.13, any county may adopt one or more of the options provided for in this section. Until the adoption of any one or more of the options herein enumerated, each county shall operate under the plan of county government relating to the county offices enumerated in this section which was in effect for that county on July 1, 1973.

Subd. 2. **Certain offices.** In addition to the other options provided by sections 375A.01 to 375A.13, any county may institute one or more of the following options; except that a county which has adopted the auditor-administrator plan may not provide for the appointment of the auditor or the consolidation of the offices of auditor and treasurer while the auditor-administrator plan is in force:

(a) provide for the appointment of one or more of the following offices if they have not been abolished by the adoption of other options: County auditor, county treasurer, sheriff, or county recorder;

(b) provide for the office of county civil counsel;

(c) consolidation of the offices of county auditor and treasurer.

Subd. 3. **Appointment.** In any county exercising the option provided in subdivision 2, clause (a), relating to the offices of county auditor, county treasurer, sheriff, or county recorder, the offices shall be filled by appointment by the board of county commissioners unless the office is hereafter abolished or terminated as provided by law or pursuant to a reorganization or consolidation. The duties, functions and responsibilities which have been heretofore and which shall be hereafter required by statute to be performed by the elected officials whose offices are to be made appointive shall be vested in and performed by the board of county commissioners of that county through department heads appointed by the board for that purpose. In effecting this option, the board of county commissioners shall have the authority to initiate and direct any reorganization, consolidation, reallocation or delegation of such duties, functions or responsibilities for the purpose of promoting efficiency in county government and make such other administrative changes including abolishing or terminating the offices or the transfer of personnel, as are deemed necessary for this purpose without diminishing, prohibiting, or avoiding those specific duties required by statute to be performed by those officials. The officer elected to the respective office at the time of the adoption of this option shall serve as the head of any department created by the board of county commissioners to perform the functions formerly performed by the office and shall serve until the term of office expires.

Subd. 4. **County counsel; county prosecution.** In any county exercising the option provided in subdivision 2, clause (b), the county board is authorized to establish the office of county civil counsel and may by resolution appoint an attorney at law to the office; provided that if a county adopts either the elected executive or the county manager plan, the county civil counsel shall be appointed and removed by the elected executive or county manager, subject to the approval of the county board. The county board shall determine the compensation for the county counsel. If a county counsel is appointed, the county attorney shall continue to exercise all duties relating to the prosecution of crimes as provided by law. The county counsel shall be the legal advisor to the county board and county officials involving any official act of a civil nature. The county counsel shall prosecute and defend all civil actions and proceedings in which the county or any officer is concerned in official capacity or is a party. County counsel shall perform such additional and related duties as may be prescribed by law and directed by the county board. The county counsel and the county attorney may apply for and shall receive opinions from the attorney general on matters of public importance as provided in section 8.07.

Subd. 5. **Auditor-treasurer.** In any county exercising the option provided in subdivision 2, clause (c), the office shall be known thereafter as the office of auditor-treasurer, if the office is to remain elective. If the board chooses to make the office of auditor-treasurer elective, and not require a referendum, it must act with the concurrence of 80 percent of its members.

In the exercise of this option, the county board shall direct which of the offices of auditor or treasurer shall be terminated for the purpose of providing for the election to the single office of auditor-treasurer. The duties, functions and responsibilities which have been heretofore and which shall hereafter be required by statute to be performed by the county auditor and the county treasurer shall be vested in and performed by the auditor-treasurer without diminishing, prohibiting or avoiding those specific duties required by statute to be performed by the county auditor and the county treasurer.

Nothing in this subdivision shall preclude the county from exercising the option to make the combined office of auditor-treasurer appointive as if it had been specifically enumerated in subdivision 2. If the combined office is to be appointive, a referendum under section 375A.12 shall be necessary.

If the combined office is to be elective, a referendum under section 375A.12 shall be necessary if:

(a) the county board requires a referendum; or

(b) a referendum is required by a petition of a number of voters equal to ten percent of those voting in the county at the last general election that is received by the county auditor within 30 days after the second publication of the board resolution that orders the combination.

The persons last elected to the positions of auditor and treasurer before adoption of the resolution shall serve in those offices and perform the duties of those offices until the completion of the terms to which they were elected.

Subd. 6. **Oaths, bonds.** When any of the offices referred to in this section are combined or consolidated, the person filling the combined office shall take the oath of each office and shall give the bond required by the county board provided that if one of the offices combined is the office of county treasurer, the bond shall be in an amount not less than that required of a county treasurer in that county.

History: 1973 c 542 s 10; 1976 c 181 s 2; 1986 c 444; 1993 c 75 s 1

375A.11 CONSOLIDATION OF DUTIES OF COUNTY OFFICES.

Subdivision 1. **Procedure.** Without restriction of the authority of the county board to assign additional duties to the county auditor, county treasurer, court administrator of the district court and county recorder for which additional compensation may be paid, and provided that the office of county auditor, county treasurer, court administrator of district court, county attorney, sheriff or county recorder may not be consolidated with another elective office listed in this subdivision except pursuant to the provisions of section 375A.10, the county board may consolidate the duties of any two or more county offices and may provide additional compensation for the additional duties. The county board shall effect a consolidation by ordinance and may by this means consolidate any two or more county offices provided that the person holding the consolidated office possesses the qualifications required by law.

Subd. 2. **Performance of duties.** If the duties of officers are consolidated pursuant to this section, the county board by ordinance may elect to separate the duties so consolidated and reconsolidate them in any other manner permitted by law or separate the duties without reconsolidation and provide that the duties of each office shall be performed by a separate person, if it deems the change to be in the public interest. When the duties of offices are united and consolidated, the person filling the consolidated offices shall take the oath of each office and give the bond required by the county board for each office and shall discharge all the duties pertaining to each office.

Subd. 3. **Vacancies in certain elective offices.** (a) If any of the offices of county auditor, treasurer or county recorder shall become vacant before the expiration of the term for the office, a county board may appoint either of the holders of the other two offices to fill the vacancy for the unexpired term. The board may provide additional compensation for the added duties imposed on the appointee by virtue of holding two offices for that period. If the office of county auditor or treasurer becomes vacant, the county board may initiate a referendum by resolution to consolidate the two offices into one elected office. The referendum shall be conducted according to section 375A.12, subdivisions 4 and 5.

(b) The authority granted by paragraph (a) shall be in addition to the authorities granted by existing law or statute and by the provisions of sections 375A.01 to 375A.13 relating to consolidation and appointment of county offices; the authority granted by this subdivision may be exercised notwithstanding any prohibitions against the holding of two offices that may exist in the laws or statutes of this state.

History: 1973 c 542 s 11; 1976 c 181 s 2; 1986 c 399 art 1 s 24; 1986 c 416 s 6; 1986 c 444; 1Sp1986 c 3 art 1 s 82

375A.12 HOW, WHEN TO ADOPT, ABANDON OPTIONS.

Subdivision 1. **This section governs; exceptions.** Except as otherwise provided in sections 375A.01 to 375A.13 the options provided in sections 375A.01 to 375A.10 shall be adopted in the manner and at the times specified in this section.

Subd. 2. **Form of government options.** The options provided in sections 375A.01 to 375A.10 shall be adopted in any county only after an affirmative vote of the voters in the county on the question of the adoption of the option. Except as provided in section 375A.01, only one such plan may be submitted at any one election.

Subd. 3. **Referenda; procedure.** Any referendum required to be held as a condition of the adoption of an option may be initiated by a resolution by the county board, a recommendation of a county government study commission or a petition signed by voters equal in number to five percent of the electors voting at the last previous election for the office of governor requesting that a referendum be held on the adoption of one or more of the options provided in sections 375A.01 to 375A.10. If a study commission has been established, a referendum on an option may not be initiated by a resolution of the county board or a petition of voters until after the study commission has completed its study provided for in section 375A.13, subdivision 3.

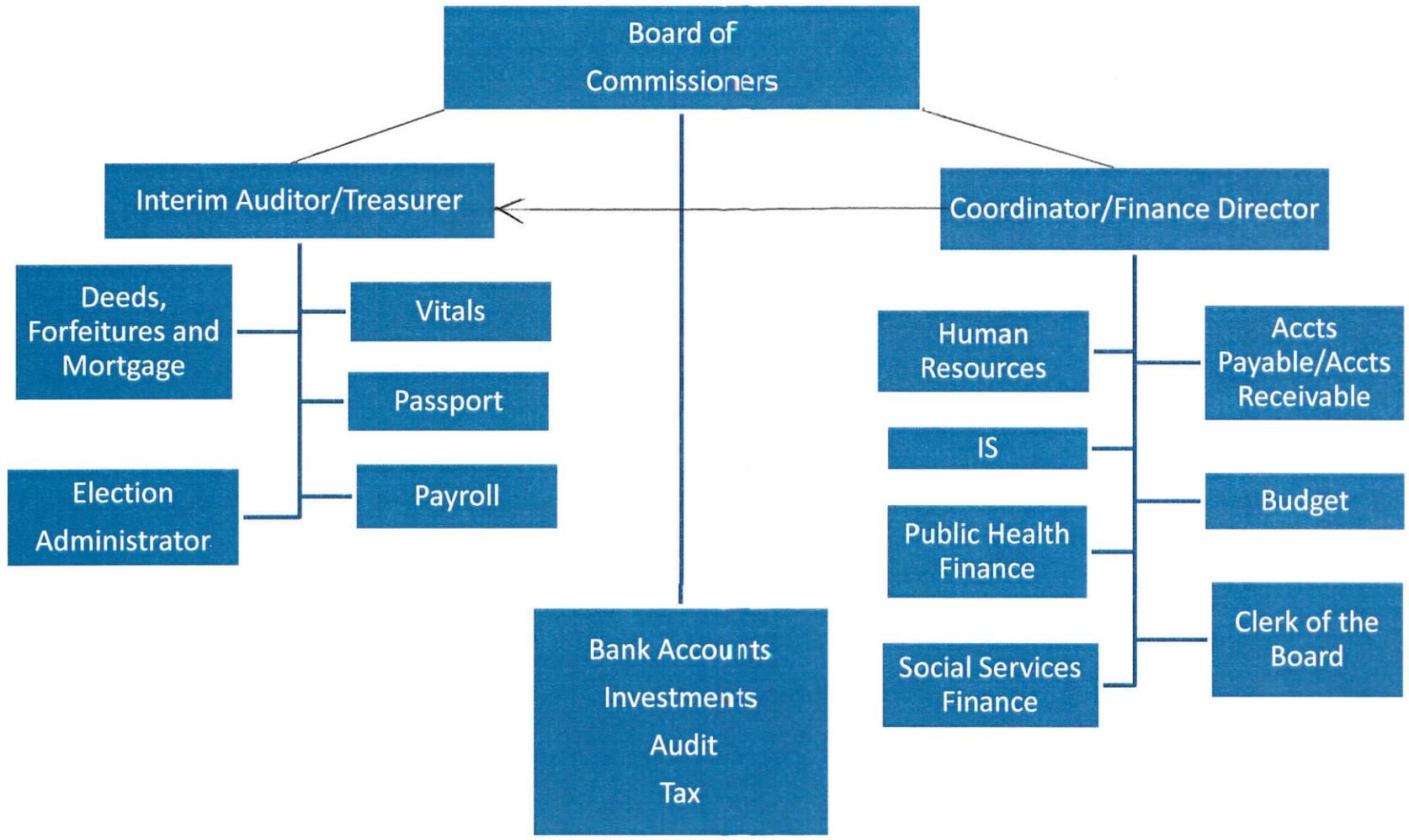
Subd. 4. **Conduct of election.** When a referendum is required to be held, the county auditor shall conduct the referendum following the procedures provided in section 375.20, as far as practicable, and not inconsistent with sections 375A.01 to 375A.10. The referendum may be held at any primary, general or special election held not less than 30 days before the first day on which candidates may file for county office.

Subd. 5. **Form of ballot.** In the submission of any proposal pursuant to subdivision 2 the ballot shall be substantially in the following form:

"Shall the office(s) of be appointed rather than elected at the expiration of the(ir) current term(s)?"

Subd. 6. **Optional forms; abandonment.** Any optional plan or other option provided for in sections 375A.01 to 375A.13 may be abandoned by the same procedures required for the adoption of the optional plan or the option. Except as otherwise provided in sections 375A.01 to 375A.13 any plan or option shall remain in effect until abandoned or another plan or option is adopted, but a plan or option shall remain in effect not less than three years after its adoption before proceedings to abandon may be commenced, except that options consistent with the at-large chair plan and the administrator plan may be adopted at any time after either the at-large chair plan or the administrator plan has been adopted.

History: 1973 c 542 s 12; 1986 c 399 art 1 s 25,26; 1986 c 416 s 7,8; 1986 c 444; 1998 c 349 s 1; 2014 c 264 s 28



2016 Pay Plan

11/23/2015

	Step	1	2	3	4	5	6
	Tenure	0	1	3	5	7	10
GRADE 1	Hourly	\$12.0431	\$12.7273	\$13.4116	\$14.0959	\$14.7806	\$15.4649
Airport Maintenance Worker	Monthly	\$2,087.48	\$2,206.08	\$2,324.69	\$2,443.29	\$2,561.99	\$2,680.59
Temporary Office Support	Annual	\$25,049.71	\$26,472.98	\$27,896.25	\$29,319.51	\$30,743.82	\$32,167.09
GRADE 2	Hourly	\$13.2796	\$14.0864	\$14.8932	\$15.7000	\$16.5073	\$17.3141
Custodian	Monthly	\$2,301.80	\$2,441.65	\$2,581.49	\$2,721.34	\$2,861.27	\$3,001.12
Home Health Aide	Annual	\$27,621.58	\$29,299.74	\$30,977.91	\$32,656.08	\$34,335.28	\$36,013.45
Office Support Specialist Assistant							
GRADE 3	Hourly	\$14.4805	\$15.3879	\$16.2957	\$17.2036	\$18.1114	\$19.0188
Legal Secretary	Monthly	\$2,509.97	\$2,667.24	\$2,824.60	\$2,981.96	\$3,139.32	\$3,296.59
Office Support Specialist	Annual	\$30,119.58	\$32,006.87	\$33,895.19	\$35,783.52	\$37,671.84	\$39,559.13
GRADE 4	Hourly	\$15.7290	\$16.7734	\$17.8183	\$18.8627	\$19.9076	\$20.9520
Office Support Specialist, Sr.	Monthly	\$2,726.37	\$2,907.40	\$3,088.51	\$3,269.54	\$3,450.66	\$3,631.69
Transfer Station Attendant	Annual	\$32,716.42	\$34,888.77	\$37,062.17	\$39,234.52	\$41,407.92	\$43,580.28
GRADE 5	Hourly	\$16.9540	\$18.1014	\$19.2493	\$20.3973	\$21.5452	\$22.6932
Accounting Technician	Monthly	\$2,938.70	\$3,137.59	\$3,336.56	\$3,535.54	\$3,734.52	\$3,933.49
Licensed Practical Nurse	Annual	\$35,264.36	\$37,651.04	\$40,038.75	\$42,426.47	\$44,814.19	\$47,201.91
Maintenance Mechanic							
GRADE 6	Hourly	\$18.1904	\$19.4559	\$20.7214	\$21.9869	\$23.2524	\$24.5179
Paralegal	Monthly	\$3,153.02	\$3,372.37	\$3,591.72	\$3,811.07	\$4,030.42	\$4,249.77
	Annual	\$37,836.23	\$40,468.44	\$43,100.65	\$45,732.86	\$48,365.07	\$50,997.29
GRADE 7	Hourly	\$19.3669	\$20.7169	\$22.0664	\$23.4160	\$24.7655	\$26.1150
Accounting Technician, Lead	Monthly	\$3,356.94	\$3,590.94	\$3,824.86	\$4,058.77	\$4,292.69	\$4,526.61
Property Appraiser	Annual	\$40,283.25	\$43,091.29	\$45,898.29	\$48,705.29	\$51,512.28	\$54,319.28
Feedlot Officer							
Veteran Services Officer							
Assistant Zoning Administrator							
GRADE 8	Hourly	\$20.6159	\$22.0879	\$23.5600	\$25.0321	\$26.5041	\$27.9762
Engineering Technician	Monthly	\$3,573.43	\$3,828.59	\$4,083.74	\$4,338.90	\$4,594.06	\$4,849.22
Building Maintenance Supervisor	Annual	\$42,881.13	\$45,943.02	\$49,004.92	\$52,066.82	\$55,128.72	\$58,190.61
PC/Network Technician							
Recycling Education Coordinator							
GRADE 9	Hourly	\$21.8524	\$23.4470	\$25.0416	\$26.6362	\$28.2308	\$29.8249
Engineering Technician, Sr.	Monthly	\$3,787.75	\$4,064.15	\$4,340.55	\$4,616.95	\$4,893.35	\$5,169.66
Registered Nurse	Annual	\$45,453.00	\$48,769.79	\$52,086.59	\$55,403.38	\$58,720.18	\$62,035.93
Human Resources Officer							
Finance Officer							

Hire Analysis Form
(All sections must be completed.)

Date: Department:

Requested By: Title of Position being requested:

Requested date to post:

Is the position currently in the budget? Yes No If yes, how many hours per week is the position currently?

Number of hours requested: Replacement position: Yes No Date position vacated:

If the request is for a new position, what has created the need for the position?

Why would this position be filled rather than absorbing the job duties within the department?

Has an assessment been made regarding the need for full-time vs. part-time? Explain.

Where does the specific funding for this position originate?

What real or permanent savings can be generated by this position?

Has this position, including job description, been reviewed with HR?

Are similar duties being performed in the County? If yes, could other positions/departments share in completing these tasks? Explain how this might work.

Reviewed by Personnel Committee:

Recommended for Board Approval No Recommendation Made
 Not Recommended for Board Approval Reason:

Date on Board Agenda:

Approved by Board Not Approved by Board Reason:

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: _____

PURCHASE OF SERVICE AGREEMENT
MENTAL HEALTH SERVICES

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, MN 55965, through its local social services agency, Fillmore County Social Services hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive, Southeast, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from July 1st, 2016 to December 31st, 2016 and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Minnesota Comprehensive Mental Health Act; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, Fillmore County, pursuant to Minnesota Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Fillmore County and Provider agree as follows:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, the County agrees to purchase and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner as described in Exhibits A and B.

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or locations as approved by the County.

2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.

- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, section 256M.60, Subd. 6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide the County and

the County's Contract Management Services with information about fees collected and the fee source.

4. Eligibility for Services:

a. Preliminary eligibility for clients will be determined :

By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to the County, Social Services Department, within five (5) working days of the date of application, an Application for Purchased Services.

- b. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- c. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;
 - 2) Consult or note to Social Service Worker when new Service Agreement is in place; and
 - 3) Adhering to Provider's internal policy/procedures.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
- c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.
- d. When a client refuses to release information in accordance with Section 9(d) and refuses further services or agrees to a termination of service, the Provider shall notify the County or County of Financial Responsibility within ten (10) days.
- e. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Individual Service Plan (If Applicable)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
- c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.

7. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to the County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:

Fillmore County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.

8. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
 - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.

- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- e. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- f. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Zumbro Valley Health Center, 343 Woodlake Dr., SE, Rochester, MN 55904 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

- A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
- Quarterly Monthly line item expense and revenue reports within thirty (30) days after the end of the each quarter/month unless otherwise indicated in writing by the County.
- Revenue and Expense Statement and Balance Sheet on an annual basis Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
- Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
- As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- (Other) _____

- d. In accordance with Minnesota Statutes, Section 245.467, subdivision 5 (for adults) and Section 245.4876, subdivision 6 (for children), the Provider must include the name and home address of each client for whom services are included on a bill submitted to the County or County of Financial Responsibility, if the client has consented to the release of that information and if the County or County of Financial Responsibility has requested the information. The Provider shall attempt to obtain client's consent and must explain to the client that the information can only be released with the client's consent and may be used only for purposes of payment and maintaining Provider accountability. The Provider shall document the attempt in the clients' records.
- e. If the Provider is unable to obtain consent for the release of private data, as required under Minnesota Statutes, Section 245.467, and Section 9(d) of this Agreement, the Provider shall report clients' activities to the County or the County of Financial Responsibility by way of non-identifying case numbers which must remain constant over the term of this Agreement.
- f. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- g. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.

- h. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- i. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- j. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- k. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Bobbie Vickerman
Fillmore County Coordinator/Community Services Director
902 Houston St., NW, Suite 1
Preston, MN 55965
bvickerman@co.fillmore.mn.us

b. The Provider: David Cook
Zumbro Valley Health Center, CEO
343 Woodlake Dr., SE
Rochester, MN 55904
dave.cook@zvhc.org

11. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geerts.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or

disbursements paid or incurred to enforce the provisions of this article of the Agreement.

- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Fillmore County Social Services Department (FCSS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363.01 et seq.
- b. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and

agreement by the Manager of Fillmore County Social Services and a Region Ten Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Social Services Department a written appeal. The decision of the County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the FCSS and the County against any and all liability, loss, damages, costs and expenses which FCSS or the County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - 1) A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - 2) Worker's compensation insurance per Minnesota Statute, section 176.181.
 - 3) If applicable and/or as determined by a Region Ten Contract Manager, the Provider must also maintain professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - 4) Fidelity Bond or insurance coverage for employee dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$50,000.
- b. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region Ten Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- c. A Region Ten Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- d. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County 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 of Minnesota or the County. 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 Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) 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 County or agency; and

- 2) Have not within a three (3) year period preceding this Agreement:
 - a) 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;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider 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.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
- 1) 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://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Beth Wilms, Fillmore County Community Services Director, at (507) 765-2175.
20. Conditions of the Parties' Obligations:
- a. Before the termination date specified in the first paragraph of this Agreement, the County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.

- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Fillmore County Social Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

21. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of

the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, Provider shall be legally responsible to County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Providers must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:
 - 1) The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may

recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

- a. Force Majeure: 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 fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, the County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;

- 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
- 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, the County:
- 1) Shall make final payment within thirty-five (35) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Fillmore County Community Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) The County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) The County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

26. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

27. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A - E. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF FILLMORE
STATE OF MINNESOTA

FILLMORE COUNTY
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

BY: _____
Chairperson of the County Board

BY: David E. Cook
David Cook
Chief Executive Officer

DATED: _____

DATED: 5/23/16

FILLMORE COUNTY COMMUNITY SERVICES:

BY: _____
Bobbie Vickerman
Coordinator/Community Services Director

DATED: _____

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Brett Corson
Fillmore County Attorney

DATED: _____

AGENCY NAME: Zumbro Valley Health Center

CONTRACT TYPE: POS – CSP

INVOICES: Fillmore County Community Services
902 Houston Street, Suite 1
Preston, MN 55965

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner	n/a	6	\$6,130.00	MO	\$36,780.00



2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Grant #: 106981

PO#:3000091070

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type State	Vendor Number 0000196178-001
Total Amount \$1,564	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 051268928	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2016	Grant End Date June 30, 2017
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Grantee Name and Address:

Fillmore Co. Sheriff
901 Houston St. NW
Preston, MN 55965

Payment Address:
(where DNR sends the check)

Fillmore Co.
Box 627
Preston, MN 55965

**2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Fillmore Co. Sheriff, 901 Houston St. NW, Preston, MN 55965 ("Grantee"). The payment address for this grant agreement is Fillmore Co., Box 627, Preston, MN 55965.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2016 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2017. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to One thousand five hundred sixty-four dollars (\$1,564).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed One thousand five hundred sixty-four dollars (\$1,564).

4.2. **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this Grant.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County Grantee's Authorized Representative is the County Sheriff or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Liability

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

- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred

17 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during grant work. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Jayard Muse

Date: 3/18/16

SWIFT Grant # 106981

Purchase Order # 3000091070

2. GRANTEE:

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division - Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative