

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

May 24, 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

9:00 a.m. Pledge of Allegiance
Approve Agenda

Approve Consent Agenda:

1. May 10, 2016 County Board minutes.
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.

Approve Commissioners' Warrants
Review Auditor's Warrants

9:05 a.m. Brett Corson, County Attorney

1. Update with possible action regarding agreement with Waste Management
2. Consider approval to purchase one (1) desktop computer and four (4) monitors

9:15 a.m. Jessica Erickson, Director of Nursing

1. Consider request to appoint members to the CHS Task Force
2. Consider approval to purchase four (4) tablets for Public Health Department
3. Consider request to approve SHIP purchases
4. Information regarding the County health ranking

9:30 a.m. Citizens Input

9:35 a.m. Ron Gregg, Highway Engineer

1. Consider resolution to accept Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-027 over Deer Creek in the amount of \$250,000
2. Consider resolution to accept Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-028 over Bear Creek in the amount of \$250,000
3. Consider approval of the Master Agreement for Professional Services with Bolton & Menk Inc. for the Fillmore County Airport

9:50 a.m. Tom Kaase, Sheriff

1. Consider request for Emergency Manager to attend First Net Training, paid for through the Southeast Radio Board
2. Discussion with possible action regarding bids for 2006 Chevy Impala, unmarked squad
3. Discussion regarding upcoming jail inspection and kitchen updates
4. Update regarding grant for 800 MHz radios for local fire departments

FILLMORE COUNTY BOARD OF COMMISSIONERS

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10:05 a.m. Shirl Boelter, Auditor/Treasurer

1. Consider resolution to approve 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
2. Consider approval to sign the Grant Contract Amendment for Canfield Creek Bridge, Project #0008-13-C to extend the grant until June 30, 2017
3. Consider approval of signature of Election Service Agreement with SeaChange Print Innovations for election ballot printing
4. Consider pre-approval of recount process agreements with Secretary of State

10:20 a.m. Kristina Kohn, Human Resources Officer

1. Discussion regarding beginning the process to place a question on the general election ballot regarding the Auditor/Treasurer and Recorder positions for whether the positions should be appointed or continue to be elected positions
2. Discussion with possible action regarding interim Auditor/Treasurer
3. Consider request for approval of Memorandum of Understanding with Local #49 "Holidays"
4. Consider request for approval of Memorandum of Understanding with Local #49 "Resource Sharing"

Calendar review, committee reports and announcements

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

Monday, May 23	9:00 a.m.	Resource, Conservation & Development, Rochester
	6:00 p.m.	Zumbro Valley Health Center, Rochester
Tuesday, May 24	7:30 p.m.	Highway Department, Highway Office, Preston
	9:00 a.m.	County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston
	1:00 p.m.	Fillmore-Houston Joint Board of Health, Mabel Community Center, Mabel
Thursday, May 26	5:30 p.m.	Economic Development Authority
Monday, May 30	All Day	Memorial Day Holiday – County Offices Closed

FILLMORE COUNTY COMMISSIONERS' MINUTES

May 10, 2016

This is a preliminary draft of the May 10, 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 regular session this 10th 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; Jon Martin, Solid Waste Administrator; Brett Corson, County Attorney; David Kiehne, Recorder; Thomas Kaase, Sheriff; Ronald Gregg, Highway Engineer; Kristina Kohn, Human Resources Officer; Sam Smith, Economic Development Authority (EDA) Director; Neva Beier, Social Services Manager; Tim Hunter, Crisis Coordinator, Zumbro Valley Health Center; Bonita Underbakke; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

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

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

- 1. May 3, 2016 County Board minutes, as presented.
- 2. Payment of Stantec Consulting Services, Inc., invoice #1041415 in the amount of \$690.00 for Greenleafon Community Sanitary Project professional services for March 12, 2016 through April 8, 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, and Jon Martin, Solid Waste Administrator, were present.

Attorney Corson provided the Commissioners with the most recent draft of the Waste Management Extension Agreement. He noted that with this agreement neither party is waiving their rights per the original agreement, but this will allow for the parties through July 30th to discuss further the request to terminate the contract. Discussion ensued.

On motion by Bakke and seconded by Lenz, the Board unanimously approved for Attorney Corson to negotiate with Waste Management for an extended timeframe through October 31, 2016 for the agreement that was presented.

The Citizen's Input portion of the meeting was opened and closed at 9:30 a.m. as no one was present to speak.

Thomas Kaase, Sheriff, was present.

On motion by Bakke and seconded by Dahl, the Board unanimously approved to rehire Geralyn Stevens, as a temporary jailer immediately, at her hourly base rate of pay as when previously employed at \$23.4136/hr.,

not to exceed three (3) months as recommended by the Sheriff.

On motion by Dahl and seconded by Root, the Board unanimously approved to hire Shane McKee as an intermittent deputy at an hourly rate of \$21.7588 as recommended by the Sheriff.

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

RESOLUTION 2016-023: Support of National Emergency Medical Services Week

Kristina Kohn, Human Resources Officer, was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the reappointment of Ronald Gregg, County Engineer, for four (4) years, effective June 1, 2016, as recommended by the Personnel Committee.

On motion by Dahl and seconded by Root, the Board unanimously accepted the resignation of Kim Wangen, Home Health Aide, effective April 29, 2016 and thanked her for her years of service to Fillmore County.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the resignation of Shirl Boelter, Auditor/Treasurer, effective May 31, 2016 and authorized signature of the separation agreement and thanked her for her years of service to Fillmore County.

Neva Beier, Social Services Manager, and Tim Hunter, Crisis Coordinator, Zumbro Valley Health Center, were present.

A review of the Crisis Response for Southeast Minnesota power point was provided and Commissioner Bakke asked questions regarding the process and how it works.

On motion by Root and seconded by Dahl, the Board unanimously approved the revised Cooperative Agreement for the 2016 Crest Initiative as recommended by the Social Services Manager.

The Chair recessed the meeting at 10:19 a.m. and resumed back in session at 10:25 a.m.

On motion by Bakke and seconded by Root, the Board unanimously approved the signature of the Association of Minnesota Counties (AMC) transportation letter and asked Vickerman to forward the letter to Governor Mark Dayton, Senator Jeremy Miller and Representative Greg Davids.

Sam Smith, EDA Director, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the request to apply for a capitalization grant through the United States Department of Agriculture (USDA) Rural Development Program as recommended by the Economic Development Authority Committee.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the signature of the Property Assessed Clean Energy (PACE) Program agreement as reviewed by the County Attorney.

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

RESOLUTION 2016-024: Support of the Regional Economic Development Study

On motion by Dahl and seconded by Root, the Board unanimously approved for Coordinator Vickerman and Commissioner Bakke to write a letter of response regarding Representative Greg Davids' newspaper article regarding MNSure and Medical Assistance (MA).

On motion by Bakke and seconded by Dahl, the Board unanimously approved to pay the registration fee, plus tax, in the amount of \$1,658.16 for the 2016 Ford Transit Connect XLT Wagon for the Veteran Services Department.

Ronald Gregg, Highway Engineer, was present.

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

RESOLUTION 2016-025: Final payment in the sum of \$65,140.74 for CSAH 9, surface reconditioning project SAP 023-609-004, Bristol Township

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

RESOLUTION 2016-026: Final payment in the sum of \$105,745.93 for CSAH 14 surface reconditioning project SAP 023-614-008, Bloomfield Township

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

RESOLUTION 2016-027: Final payment in the sum of \$6,074.48 for CSAH 20 surface reconditioning project SAP 023-620-003, York Township

On motion by Lentz and seconded by Bakke, the Board unanimously approved to award the CSAH 1 Reconstruction Project SAP 023-601-027, SAP 023-601-028 and SAP 023-601-031 to low bidder Griffin Construction Company, Inc. in the sum of \$3,667,377.39 with only partial State Bridge Bonding.

A review of the calendar was done and the following committee reports and announcements were given: Bakke – Collaboration with Soil and Water Conservation District (SWCD) regarding the Buffer Zone, which included SWCD, Zoning, Extension and GIS. Working on getting letters out to the property owners affected. The County's perspective is that the Shoreland ordinance language and Buffer Law state two different things, looking at language for the Zoning Ordinance so that the Shoreland language matches the Buffer Law language. It would require a public hearing through the Planning Committee prior to coming before the Board. Lentz – Development Achievement Center (DAC) has annual fishing day coming up. Dahl – SEMCAC joint meeting with the HeadStart program. Prestby/Dahl – Personnel meeting with 49ers Union members regarding Memorandums of Understanding. Bakke – noted that not all legislative notices are negative; he was supportive of Senator Miller's recent mailing.

On motion by Bakke and seconded by Dahl, the Chair adjourned the meeting at 10:51 a.m.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
PRESTON SERVICEMEN'S CLUB		8904956

Address	City	State	Zip Code
217 ST PAUL ST SE	PRESTON	Minnesota	55965

Name of person making application	Business phone	Home phone
NICK THOUIN	507-765-2205	507-440-0037

Date(s) of event	Type of organization
6/18/16	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

	Organization officer's name	City	State	Zip
X	CLIFFORD SACKETT 413 LINCOLN ST	PRESTON	Minnesota	55965
X	PHILLIP DURST 25103 COUNTY RD 14	PRESTON	Minnesota	55965
X	DONALD GILDNER 17339 COUNTY RD 17	PRESTON	Minnesota	55965

Add New Officer

Location where permit will be used. If an outdoor area, describe.

BURWOOD HILL INN - OUTDOORS

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

** See attached certificate **

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

FILLMORE COUNTY
City/County
\$25.00
City Fee Amount
5-18-2016
Date Fee Paid

Date Approved
Permit Date
hjones@co.fillmore.mn.us
City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



PRESTON SERVICEMEN'S CLUB, INC.
 GENERAL ACCOUNT
 PO BOX 253
 PRESTON, MN 55965

21362
 75-319/912

DATE 5/18/16

PAY TO THE ORDER OF SHIRL L. BOELTER, CO AUD./TREAS.

\$ 25.00

Twenty Five and 00/100

DOLLARS Security features included. Details on back.

F & M COMMUNITY BANK, N.A.
 "We Make Banking Easy!"
 Preston, MN Chatfield, MN

MEMO WEDDING @ BURWOOD 6/18/16

[Signature]

⑈021362⑈ ⑈091203691⑈ 0001740⑈

BLUE TRADITIONAL

Date: 5/18/16
 Payee: Preston Servicemen's Club
 Acct: 01-001-5120
Temp liquor licenses
 Check Amount: 25-
 Cash Amount: _____
 ACH Amount: _____
 TOTAL DEPOSIT 25-
 Verified By: JB

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3	DEPT		Board Of Commissioners		
	82132 Fillmore Co Journal				
	01-003-000-0000-6233		4/12/16 Board Minutes	74980	Publications
	01-003-000-0000-6233		4/26/2016 Board Minutes	75203	Publications
	82132 Fillmore Co Journal		2 Transactions		
3	DEPT Total:		19.60 Board Of Commissioners	1 Vendors	2 Transactions
11	DEPT		District Court		
	4145 LUHMANN LAW, LLC				
	01-011-000-0000-6261		Court Apointed 23-JV-13-301	375	Court Appointed Attorneys
	4145 LUHMANN LAW, LLC		1 Transactions		
	5418 Novotny/Lee				
	01-011-000-0000-6261		23-JV-16-211		Court Appointed Attorneys
	5418 Novotny/Lee		1 Transactions		
	5992 Suhler,Jr,Atty/Frederick S				
	01-011-000-0000-6261		23-JV-15-597 23-CR-16-63		Court Appointed Attorneys
	5992 Suhler,Jr,Atty/Frederick S		1 Transactions		
11	DEPT Total:		1,640.00 District Court	3 Vendors	3 Transactions
14	DEPT		Law Library		
	437 Thomson Reuters-West Payment Center				
	01-014-000-0000-6451		April 20116		Reference Materials
	437 Thomson Reuters-West Payment Center		1 Transactions		
14	DEPT Total:		539.78 Law Library	1 Vendors	1 Transactions
34	DEPT		Policy Coordinator		
	83550 Kelly Printing & Signs				
	01-034-000-0000-6402		Envelopes	23749	Stationary And Forms
	83550 Kelly Printing & Signs		1 Transactions		
	84638 MN Counties Intergovernmental Trust-M				
	01-034-000-0000-6245		HR Mgmt Seminar KK	SEM314	Registration Fees
	01-034-000-0000-6245		HR Mgmt Seminar BV	SEM315	Registration Fees

*** Fillmore County ***



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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
84638	MN Counties Intergovernmental Trust-M		1,598.00		2 Transactions	
34	DEPT Total:		1,632.70	Policy Coordinator	2 Vendors	3 Transactions
41	DEPT			Auditor/Treasurer		
2988	Bluff Country Newspaper Group 01-041-000-0000-6241		157.50	2nd Publishing Del Taxes	AC203543	Advertising
2988	Bluff Country Newspaper Group		157.50		1 Transactions	
82132	Fillmore Co Journal 01-041-000-0000-6241		27.20	Adv for Acct Tech	74931	Advertising
	01-041-000-0000-6241		27.20	ADV for Account Tech	74932	Advertising
				05/25/2016	05/25/2016	
82132	Fillmore Co Journal		54.40		2 Transactions	
41	DEPT Total:		211.90	Auditor/Treasurer	2 Vendors	3 Transactions
60	DEPT			Information Systems		
82132	Fillmore Co Journal 01-060-000-0000-6241		23.90	Help Wanted Ad	74468	Advertising
	01-060-000-0000-6241		23.90	Help Wanted Ad	74469	Advertising
	01-060-000-0000-6241		23.90	Help Wanted Ad	74470	Advertising
82132	Fillmore Co Journal		71.70		3 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-060-000-0000-6377		31.08	UPS 4-14-2016		Fees And Service Charges
111	Fillmore Co Treasurer- Credit Card/ACH		31.08		1 Transactions	
5397	MN Office Of Enterprise Technology 01-060-000-0000-6639		240.50	April 2016 Spam Filtering	16040481	Asset Inventory
5397	MN Office Of Enterprise Technology		240.50		1 Transactions	
60	DEPT Total:		343.28	Information Systems	3 Vendors	5 Transactions
61	DEPT			Data Processing		
111	Fillmore Co Treasurer- Credit Card/ACH 01-061-000-0000-6405		24.23	Cash Register Ink Cartridge		Data Processing Supplies

*** Fillmore County ***



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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
111	Fillmore Co Treasurer- Credit Card/ACH		24.23	1 Transactions		
83550	Kelly Printing & Signs					
	01-061-000-0000-6402		214.13	Envelopes	23746	Stationary And Forms
83550	Kelly Printing & Signs		214.13	1 Transactions		
61	DEPT Total:		238.36	Data Processing	2 Vendors	2 Transactions
91	DEPT			County Attorney		
2835	Bachman Printing					
	01-091-000-0000-6377		314.60	Rspndents Brief Printing	57131	Fees And Service Charges
2835	Bachman Printing		314.60	1 Transactions		
81188	Civil Process Specialists					
	01-091-000-0000-6377		60.00	Paper Service RS	7838	Fees And Service Charges
81188	Civil Process Specialists		60.00	1 Transactions		
7213	Metro Sales Inc					
	01-091-000-0000-6377		117.09	Copier Lease Payment	INV530215	Fees And Service Charges
				05/19/2016 06/18/2016		
7213	Metro Sales Inc		117.09	1 Transactions		
91	DEPT Total:		491.69	County Attorney	3 Vendors	3 Transactions
100	DEPT			County Recorder Equipment		
4568	US Bank Equipment Finance					
	01-100-000-0000-6310		179.00	Contract Payment Copier	304367691	Contract Repairs And Maintenance
4568	US Bank Equipment Finance		179.00	1 Transactions		
100	DEPT Total:		179.00	County Recorder Equipment	1 Vendors	1 Transactions
102	DEPT			Surveyor		
106	Fillmore Co Treasurer					
	01-102-000-0000-6561		41.52	April 2016 Fuel		Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		41.52	1 Transactions		
4487	PRESTON SERVICE PLUS					
	01-102-000-0000-6311		51.47	Oil Change	4339	Miscellaneous Repairs And Maintenance

*** Fillmore County ***



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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4487	PRESTON SERVICE PLUS		51.47		1 Transactions	
102	DEPT Total:		92.99	Surveyor	2 Vendors	2 Transactions
103	DEPT			Assessor		
3804	Bakke/Duane 01-103-000-0000-6337		338.60	AMC Leg Conf Lodging		Other Travel Expense
3804	Bakke/Duane		338.60		1 Transactions	
4252	Blagsvedt/Cindy 01-103-000-0000-6335		27.54	April Mileage 04/11/2016 04/25/2016		Employee Automobile Allowance
4252	Blagsvedt/Cindy		27.54		1 Transactions	
2988	Bluff Country Newspaper Group 01-103-000-0000-6241		88.00	Ad	AC203868	Advertising
2988	Bluff Country Newspaper Group		88.00		1 Transactions	
106	Fillmore Co Treasurer 01-103-000-0000-6561		34.60	April 2016 Fuel		Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		34.60		1 Transactions	
103	DEPT Total:		488.74	Assessor	4 Vendors	4 Transactions
104	DEPT			Gis		
272	Newman Signs 01-104-000-0000-6515		342.21	Road Signs	TI-0297448	Streets Signs
272	Newman Signs		342.21		1 Transactions	
104	DEPT Total:		342.21	Gis	1 Vendors	1 Transactions
105	DEPT			Planning And Zoning		
82132	Fillmore Co Journal 01-105-000-0000-6241		2.64	legal notice Ordinance 05/06/2016 05/06/2016	74973	Advertising
	01-105-000-0000-6241		2.25	legal notice Ordinance 05/02/2016 05/02/2016	74975	Advertising
	01-105-000-0000-6241		2.13	Notice of Public Hearing	75199	Advertising

*** Fillmore County ***



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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description		
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name		
		01-105-000-0000-6241	0.88	Notices of Ordinance	75202	Advertising
82132	Fillmore Co Journal	7.90		4 Transactions		
105	DEPT Total:	7.90		Planning And Zoning	1 Vendors	4 Transactions
106	DEPT			Unallocated Recording Fee		
4781	Pro-West & Associates, Inc					
	01-106-000-0000-6637	165.00		Technical Assistance	000503	Software Expenses
	01-106-000-0000-6637	810.00		Tax Statement Update	00525	Software Expenses
4781	Pro-West & Associates, Inc	975.00		2 Transactions		
106	DEPT Total:	975.00		Unallocated Recording Fee	1 Vendors	2 Transactions
111	DEPT			Facilities Mtce		
5751	Fastenal Company					
	01-111-000-0000-6580	59.28		Paint for Parking lot lines	MNPRE67897	Other Repair And Maintenance Supplies
5751	Fastenal Company	59.28		1 Transactions		
1340	Mensink Landscaping					
	01-111-000-0000-6316	113.50		Weed Control at Courthouse	7598	Grounds Maintenance
	01-111-000-0000-6316	93.10		Weed Control at FCOB	7599	Grounds Maintenance
1340	Mensink Landscaping	206.60		2 Transactions		
5717	MN Dept Of Labor & Industry					
	01-111-000-0000-6377	10.00		Boiler Certificate for Courthou	ABR01403431	Fees And Service Charges
	01-111-000-0000-6377	20.00		Boiler Certificate for FCOB	ABR01404691	Fees And Service Charges
5717	MN Dept Of Labor & Industry	30.00		2 Transactions		
5988	Preston Auto Parts					
	01-111-000-0000-6580	44.83		Belt for Air handler ,Paint	469527	Other Repair And Maintenance Supplies
	01-111-000-0000-6580	25.96		Belt for Exhaust fan, sandpaer	469687	Other Repair And Maintenance Supplies
	01-111-000-0000-6580	10.98		Paint for Bike Rack	469719	Other Repair And Maintenance Supplies
5988	Preston Auto Parts	81.77		3 Transactions		
1067	Preston Dairy & Farm Assn					
	01-111-000-0000-6580	40.34		Roundup Weed Control	181851	Other Repair And Maintenance Supplies
1067	Preston Dairy & Farm Assn	40.34		1 Transactions		

*** Fillmore County ***



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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3448	Reliable Pest Management 01-111-000-0000-6377		45.00	rodent Control at FCOB		Fees And Service Charges
3448	Reliable Pest Management		45.00	1 Transactions		
85924	Schilling Supply Company 01-111-000-0000-6411		440.41	Custodial Supplies	540213-00	Custodial Supplies
85924	Schilling Supply Company		440.41	1 Transactions		
9206	Winona Heating & Ventilating Inc 01-111-000-0000-6317		175.32	Filter for Air Handler FCOB	87529	Building Maintenance
9206	Winona Heating & Ventilating Inc		175.32	1 Transactions		
111	DEPT Total:		1,078.72	Facilites Mtce	8 Vendors	12 Transactions
149	DEPT			Other General Government		
4928	1Source					
	01-149-000-0000-6408		319.53	Office Supplies HWY	160701-0	County Shared Office Supplies
	01-149-000-0000-6408		49.32	Coordinator Office Supplies	160702-0	County Shared Office Supplies
	01-149-000-0000-6408		49.32	Coordinator Office Supplies	160702-0	County Shared Office Supplies
	01-149-000-0000-6408		308.88	Public Health Office Supplies	160703-0	County Shared Office Supplies
	01-149-000-0000-6408		24.17	Sheriff's Office Supplies	1611193-0	County Shared Office Supplies
	01-149-000-0000-6408		109.11	Extension Office Supples	161189-0	County Shared Office Supplies
	01-149-000-0000-6408		8.29	Auditor Office Envelopes	161191-0	County Shared Office Supplies
	01-149-000-0000-6408		41.99	Facilities Office Supplies	161192-0	County Shared Office Supplies
4928	1Source		910.61	8 Transactions		
83550	Kelly Printing & Signs 01-149-000-0000-6372		1,478.00	Wellness Shirts	23688 & 23687	Wellness Grant Expenses
83550	Kelly Printing & Signs		1,478.00	1 Transactions		
5397	MN Office Of Enterprise Technology 01-149-000-0000-6203		1,300.00	April 2016 WAN		Telephone
5397	MN Office Of Enterprise Technology		1,300.00	1 Transactions		
3870	Phillips/Susan 01-149-000-0000-6377		71.54	Meals MN Safety & Health Conf		Fees And Service Charges
3870	Phillips/Susan		71.54	1 Transactions		
3665	Ratwik,Roszak & Maloney, Pa					

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
		01-149-000-0000-6285		391.00	Prof Services			Professional Fees
3665	Ratwik,Roszak & Maloney, Pa			391.00		04/12/2016 04/29/2016	1 Transactions	
26012	Schultz/Terry	01-149-000-0000-6377		76.17	Meals MN Safty & Health Conf			Fees And Service Charges
26012	Schultz/Terry			76.17			1 Transactions	
149	DEPT Total:			4,227.32	Other General Government		6 Vendors	13 Transactions
201	DEPT				Enhanced 911 System			
4441	Independent Emergency Services, LLC	01-201-000-0000-6310		100.00	May 2016 911		200-0223	Contract Repairs And Maintenance
4441	Independent Emergency Services, LLC			100.00			1 Transactions	
201	DEPT Total:			100.00	Enhanced 911 System		1 Vendors	1 Transactions
202	DEPT				Sheriff			
2492	Chatfield Body Shop	01-202-000-0000-6311		74.00	Service 2014 Impala		599	Miscellaneous Repairs And Maintenance
		01-202-000-0000-6311		42.40	Mount & Balance Tires 2014 Imp		628	Miscellaneous Repairs And Maintenance
2492	Chatfield Body Shop			116.40			2 Transactions	
106	Fillmore Co Treasurer	01-202-000-0000-6561		2,314.74	April 2016 Fuel			Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer			2,314.74			1 Transactions	
532	Herman's Service	01-202-000-0000-6377		95.00	Towing Stolen Vehicle		115788	Fees And Service Charges
		01-202-000-0000-6377		211.85	Squad Car Repairs		61792	Fees And Service Charges
532	Herman's Service			306.85			2 Transactions	
8149	Keene/Charlotte	01-202-000-0000-6377		187.00	Bailiff 17 hours			Fees And Service Charges
		01-202-000-0000-6377		1.08	Bailiff Milage			Fees And Service Charges
		01-202-000-0000-6377		7.17	Bailiff Meals			Fees And Service Charges
8149	Keene/Charlotte			195.25			3 Transactions	

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	Amount			
4795 KUEHN MOTOR COMPANY 01-202-000-0000-6311	34.95	Service 2016 Dodge Ram	180088	Miscellaneous Repairs And Maintenance
4795 KUEHN MOTOR COMPANY	34.95	1 Transactions		
1752 Mark's Electronics 01-202-000-0000-6650	995.00	Squad Care Equip & Installatio	550892	Vehicles Purchased
1752 Mark's Electronics	995.00	1 Transactions		
2819 Motorola 01-202-000-0000-6311	112.50	Equipment	92105992	Miscellaneous Repairs And Maintenance
2819 Motorola	112.50	1 Transactions		
6007 O'Donnell/John 01-202-000-0000-6337	58.32	Bailiff Mileage		Other Travel Expense
		04/20/2016 04/21/2016		
6007 O'Donnell/John	58.32	1 Transactions		
1090 Office Depot 01-202-000-0000-6455	57.86	DVD & CD	83655561001	Law Enforcement Supplies
1090 Office Depot	57.86	1 Transactions		
2273 Olmsted Medical Center 01-202-000-0000-6285	119.00	Pre Employment Physical S. M.		Professional Fees
2273 Olmsted Medical Center	119.00	1 Transactions		
4487 PRESTON SERVICE PLUS 01-202-000-0000-6311	92.71	Service 2012 Impala #1202	4103	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	717.44	2012 Impala #1201	4125	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	30.00	2013 Dodge Van	4157	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	1,111.99	2012 Impala #1202	4178	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	40.82	2013 Dodge Durango #1303	4185	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	34.93	2007 Chevy Uplander	4186	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	44.71	Service Squad Car	4214	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	60.00	2015 Impala	4218	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	604.11	2007 Chevy Uplander	4219	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311	115.02	2012 Impala #1203	4270	Miscellaneous Repairs And Maintenance
4487 PRESTON SERVICE PLUS	2,851.73	10 Transactions		
3551 US Auto Force				

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-202-000-0000-6311		161.10	2 Tires	2481347	Miscellaneous Repairs And Maintenance
3551	US Auto Force		161.10	1 Transactions		
202	DEPT Total:		7,323.70	Sheriff	12 Vendors	25 Transactions
251	DEPT			County Jail		
3435	DALCO					
	01-251-000-0000-6411		245.46	Custodial Supplies	3022212	Custodial Supplies
3435	DALCO		245.46	1 Transactions		
2981	Hoff/Luann					
	01-251-000-0000-6337		29.03	March and April 2016 Mileage		Other Travel Expense
2981	Hoff/Luann		29.03	1 Transactions		
83204	Houston Co Sheriffs Office					
	01-251-000-0000-6384		200.00	Board Inmate J Loveless	2488	Out Of County Board Of Prisoners
83204	Houston Co Sheriffs Office		200.00	1 Transactions		
83550	Kelly Printing & Signs					
	01-251-000-0000-6402		104.00	Letterhead	23679	Stationary And Forms
	01-251-000-0000-6402		109.11	Envelopes	23750	Stationary And Forms
83550	Kelly Printing & Signs		213.11	2 Transactions		
4866	MEEnD CORRECTIONAL CARE,PLLC					
	01-251-000-0000-6429		2,083.33	April 20116 Healthcare	1203	Nurse/Medical Service Agreement
	01-251-000-0000-6429		2,083.33	May 2016 Healthcare	1263	Nurse/Medical Service Agreement
4866	MEEnD CORRECTIONAL CARE,PLLC		4,166.66	2 Transactions		
7156	Midwest Monitoring & Surveillance					
	01-251-000-0000-6285		37.75	Drug Testing	Apr Lab UA	Professional Fees
7156	Midwest Monitoring & Surveillance		37.75	1 Transactions		
5717	MN Dept Of Labor & Industry					
	01-251-000-0000-6377		20.00	Boiler Inspection Jail	ABR01395281	Fees And Service Charges
5717	MN Dept Of Labor & Industry		20.00	1 Transactions		
5988	Preston Auto Parts					
	01-251-000-0000-6580		22.70	Maintenance Supplies	464614	Other Repair And Maintenance Supplies
	01-251-000-0000-6580		2.23	Maintenance Supplies	465036	Other Repair And Maintenance Supplies

*** 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
	01-251-000-0000-6580		Maintenance Supplies	465545	Other Repair And Maintenance Supplies
	01-251-000-0000-6580		Maintenance Supplies	465783	Other Repair And Maintenance Supplies
5988	Preston Auto Parts				4 Transactions
8910	Whitacre/Phillip				
	01-251-000-0000-6205		reimbursemnt for postage		Postage And Postal Box Rent
8910	Whitacre/Phillip				1 Transactions
251	DEPT Total:		4,974.65	County Jail	9 Vendors 14 Transactions
281	DEPT			Emergency Mgmt Services	
4601	REGION NINE				
	01-281-000-0000-6446		2,406.00	April 2016 Contract Services	ED 0269 Hazardous Midigation Grant
4601	REGION NINE		2,406.00		1 Transactions
281	DEPT Total:		2,406.00	Emergency Mgmt Services	1 Vendors 1 Transactions
441	DEPT			Public Health	
2584	CDW Government Inc				
	01-441-000-0000-6448		211.85	AVL Acrobat Ship Grant	20816 Ship Grant Expenses
2584	CDW Government Inc		211.85		1 Transactions
3169	Pohlman/Brenda L				
	01-441-000-0000-6390		82.62	TZD Mileage	TZD Save Roads Basic 20.600
				04/22/2016 05/05/2016	
	01-441-000-0000-6448		43.20	Ship Mileage	Ship Grant Expenses
				04/28/2016 04/28/2016	
3169	Pohlman/Brenda L		125.82		2 Transactions
441	DEPT Total:		337.67	Public Health	2 Vendors 3 Transactions
442	DEPT			Wic Program	
3251	Schultz/Kari				
	01-442-000-0000-6335		5.40	Wic Mileage May 2016	Employee Automobile Allowance
				05/05/2016 05/05/2016	
3251	Schultz/Kari		5.40		1 Transactions

*** 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 #	
442 DEPT Total:		5.40	Wic Program	1 Vendors 1 Transactions
443 DEPT			Nursing Service	
5016 A+ Imaging Systems				
01-443-000-0000-6408		105.00	Stapeles Copy Machine	Other Office Supplies
01-443-000-0000-6310		215.23	Copier Usage	Contract Repairs & Maintenance
			04/09/2016 05/08/2016	
5016 A+ Imaging Systems		320.23		2 Transactions
106 Fillmore Co Treasurer				
01-443-000-0000-6335		20.76	April 2016 Fuel Public Health	Employee Automobile Allowance
106 Fillmore Co Treasurer		20.76		1 Transactions
83550 Kelly Printing & Signs				
01-443-000-0000-6408		56.25	Discharge Summary Forms	Other Office Supplies
01-443-000-0000-6408		40.75	HOmemaker Logs	Other Office Supplies
83550 Kelly Printing & Signs		97.00		2 Transactions
3315 Melver/Paula				
01-443-000-0000-6335		459.70	April 2016 Mileage	Employee Automobile Allowance
			04/01/2016 04/29/2016	
3315 Melver/Paula		459.70		1 Transactions
5056 PETERSON/SARA				
01-443-000-0000-6335		108.00	Nursing Mileage April 2016	Employee Automobile Allowance
			04/07/2016 04/29/2016	
01-443-000-0000-6335		270.54	Nursin Mileage March 2016	Employee Automobile Allowance
			03/08/2016 03/30/2016	
5056 PETERSON/SARA		378.54		2 Transactions
3169 Pohlman/Brenda L				
01-443-000-0000-6408		23.41	Batteries for Glucose Machine	Other Office Supplies
3169 Pohlman/Brenda L		23.41		1 Transactions
7320 Sanofi Pasteur Inc				
01-443-000-0000-6431		55.82	Tubersol	Drugs & Medicine
7320 Sanofi Pasteur Inc		55.82		1 Transactions
2237 Thiss/Kathy				

*** 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 #	
	01-443-000-0000-6335		24.84	April 2016 Nursing Mileage 04/04/2016 04/28/2016	Employee Automobile Allowance
	01-443-000-0000-6437		66.96	CC Mileage April 2016 04/04/2016 04/04/2016	C & Tc Supplies
	01-443-000-0000-6445		287.28	TANF Mileage April 2016 04/04/2016 04/28/2016	TANF Home Visits
2237	Thiss/Kathy		379.08	3 Transactions	
2357	Verizon Wireless				
	01-443-000-0000-6203		125.71		9764742817 Telephone
2357	Verizon Wireless		125.71	1 Transactions	
443	DEPT Total:		1,860.25	Nursing Service 9 Vendors	14 Transactions
444	DEPT			Home Health	
1901	Aske/Nancy J				
	01-444-000-0000-6335		27.81	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
1901	Aske/Nancy J		27.81	1 Transactions	
3801	Bergo/Doreen				
	01-444-000-0000-6335		89.64	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
3801	Bergo/Doreen		89.64	1 Transactions	
2508	Clark/Evelyn				
	01-444-000-0000-6335		10.69	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
2508	Clark/Evelyn		10.69	1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH				
	01-444-000-0000-6433		39.99	Talking Med Box Client 196	Waiver Reimbursables
	01-444-000-0000-6433		509.00	Coag Machine Client 32360	Waiver Reimbursables
	01-444-000-0000-6433		200.90	Test Strips for COAG #32360	Waiver Reimbursables
111	Fillmore Co Treasurer- Credit Card/ACH		749.89	3 Transactions	
3647	Jergenson/Karin				
	01-444-000-0000-6335		42.12	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
3647 Jergenson/Karin		42.12	1 Transactions	
3070 Kallis/Sara 01-444-000-0000-6335		181.98	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
3070 Kallis/Sara		181.98	1 Transactions	
8660 Lopez/Debbilyn 01-444-000-0000-6335		15.12	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
8660 Lopez/Debbilyn		15.12	1 Transactions	
1814 Martin/Debra 01-444-000-0000-6335		60.48	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
1814 Martin/Debra		60.48	1 Transactions	
5997 Ostby/Helen 01-444-000-0000-6335		62.64	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
5997 Ostby/Helen		62.64	1 Transactions	
3735 Pappas/Natalie 01-444-000-0000-6335		1.62	April 2016 HHA Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
3735 Pappas/Natalie		1.62	1 Transactions	
3429 Tienter/Lesa 01-444-000-0000-6335		193.32	April 2016 HHHa Auto Expense 04/18/2016 04/29/2016	Employee Automobile Allowance
3429 Tienter/Lesa		193.32	1 Transactions	
4897 Wangen/Kim 01-444-000-0000-6335		3.24	HHA April 2016 Auto Expense 04/04/2016 04/15/2016	Employee Automobile Allowance
01-444-000-0000-6335		3.24	HHA April 2016 Auto Expense 04/20/2016 05/25/2016	Employee Automobile Allowance
4897 Wangen/Kim		6.48	2 Transactions	

*** 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 #	
444 DEPT Total:		1,441.79	Home Health	12 Vendors 15 Transactions
446 DEPT			Mch Program	
3499 Midwest Special Instruments 01-446-000-0000-6432		286.00	Calib of MA & AuDX	1605037-IN Public Health Supplies
3499 Midwest Special Instruments		286.00		1 Transactions
5056 PETERSON/SARA 01-446-000-0000-6335		132.84	MCH Mileage April 2016 04/07/2016 04/29/2016	Employee Automobile Allowance
01-446-000-0000-6335		78.30	MCH Mileage March 2016 03/08/2016 03/30/2016	Employee Automobile Allowance
5056 PETERSON/SARA		211.14		2 Transactions
446 DEPT Total:		497.14	Mch Program	2 Vendors 3 Transactions
602 DEPT			County Extension Service	
5251 Farm Journal 01-602-000-0000-6233		189.00	Publication	1817767 Publications
5251 Farm Journal		189.00		1 Transactions
4732 Ruesink/Kristi 01-602-000-0000-6335		45.90	Mileage 04/22/2016 05/17/2016	Employee Automobile Allowance
4732 Ruesink/Kristi		45.90		1 Transactions
602 DEPT Total:		234.90	County Extension Service	2 Vendors 2 Transactions
603 DEPT			Feedlot	
111 Fillmore Co Treasurer- Credit Card/ACH 01-603-000-0000-6337		15.00	Meal Reimbursement	Other Travel Expense-Meals
111 Fillmore Co Treasurer- Credit Card/ACH		15.00		1 Transactions
5258 Townspqre Media- Rochrster 01-603-000-0000-6241		160.00	Radio	Advertising
5258 Townspqre Media- Rochrster		160.00		1 Transactions

SBOELTER
 5/19/16 2:28PM
 1 County Revenue 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>
603	DEPT Total:		175.00	Feedlot	2 Vendors	2 Transactions
1	Fund Total:		31,865.69	County Revenue Fund		142 Transactions

SBOELTER
 5/19/16 2:28PM
 12 INFRA 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
111 DEPT		Facilites Mtce		
4876 True Value Hardware				
12-111-000-0000-6625		30.99 Paint for Extension Offie		Building Improvement
4876 True Value Hardware		30.99	1 Transactions	
111 DEPT Total:		30.99 Facilites Mtce	1 Vendors	1 Transactions
12 Fund Total:		30.99 INFRA FUND		1 Transactions



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
300 DEPT				Highway Administration
80445 Beckley's Office Products				
13-300-000-0000-6270		67.00	COMPUTER SUPPLIES 052716	9380 Data Processing
13-300-000-0000-6408		56.00	CHAIR MAT-CHRIS 052716	9380 Other Office Supplies
80445 Beckley's Office Products		123.00		2 Transactions
110 Fillmore Co Treasurer				
13-300-000-0000-6205		159.30	POSTAGE 052716	APRIL Postage And Postal Box Rent
110 Fillmore Co Treasurer		159.30		1 Transactions
2800 Mn Counties Intergovt Trust				
13-300-000-0000-6355		209.00	INSURANCE-NEW LOADER 052716	192107 Insurance
13-300-000-0000-6355		209.00	INSURANCE-NEW ROLLER 052716	192107 Insurance
2800 Mn Counties Intergovt Trust		418.00		2 Transactions
300 DEPT Total:		700.30	Highway Administration	3 Vendors 5 Transactions
310 DEPT				Highway Maintenance
5508 Brand/Dale				
13-310-000-0000-6466		175.99	SAFETY BOOTS 052716	Safety Materials
5508 Brand/Dale		175.99		1 Transactions
1891 Bruening Rock Products, Inc.				
13-310-000-0000-6505		7,790.30	ROCK 052716	7100 Aggregate
13-310-000-0000-6505		1,830.54	ROCK 052716	8028 Aggregate
1891 Bruening Rock Products, Inc.		9,620.84		2 Transactions
145 G & K Services				
13-310-000-0000-6293		360.10	UNIFORMS 052716	1491208 Uniform Expense
145 G & K Services		360.10		1 Transactions
8884 Metal Culverts Inc				
13-310-000-0000-6520		200.00-	CREDIT 052716	A21912 Culverts
8884 Metal Culverts Inc		200.00-		1 Transactions
5250 Meyer/Jay				
13-310-000-0000-6466		50.00	SAFETY BOOTS 052716	Safety Materials
5250 Meyer/Jay		50.00		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
4902	Midstates Equipment & Supply 13-310-000-0000-6528		2,782.82	CRACK FILLING MATERIAL 052716	216353	Bituminous Materials
4902	Midstates Equipment & Supply		2,782.82	1 Transactions		
3632	Milestone Materials Inc 13-310-000-0000-6505		795.42	ROCK 052716	350997	Aggregate
3632	Milestone Materials Inc		795.42	1 Transactions		
272	Newman Signs 13-310-000-0000-6515		4.45	SUPPLIES 052716	RI0297550	Traffic Signs
	13-310-000-0000-6515		2,454.81	SIGNS 052716	TI0297056	Traffic Signs
272	Newman Signs		2,459.26	2 Transactions		
3224	South Central Technical College 13-310-000-0000-6466		1,445.97	SAFETY CLASS 052716	145867	Safety Materials
3224	South Central Technical College		1,445.97	1 Transactions		
5253	Swanston Equipment 13-310-000-0000-6640		19,000.00	ROLLER 052716	E02416	Equipment Purchased
5253	Swanston Equipment		19,000.00	1 Transactions		
310	DEPT Total:		36,490.40	Highway Maintenance	10 Vendors	12 Transactions
320	DEPT			Highway Construction		
5248	Aasum/Chris 13-320-000-0000-6466		163.53	SAFETY BOOTS 052716		Safety Materails
5248	Aasum/Chris		163.53	1 Transactions		
99	Erickson Engineering Co 13-320-000-0000-6265		1,450.00	CONSULTING 052716	11777	Consulting
99	Erickson Engineering Co		1,450.00	1 Transactions		
5751	Fastenal Company 13-320-000-0000-6501		14.61	SUPPLIES 052716	67865	Engineering And Surveying Supplies
5751	Fastenal Company		14.61	1 Transactions		
109	Fillmore Soil & Water Conservation Dist 13-320-000-0000-6377		100.00	WATER TESTS FOR 1 PRJCT 052716	2459	Fees And Service Charges

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
109	Fillmore Soil & Water Conservation Dist		100.00		1 Transactions	
123	Fountain Building Center Inc 13-320-000-0000-6501		145.40	SUPPLIES 052716	142890	Engineering And Surveying Supplies
123	Fountain Building Center Inc		145.40		1 Transactions	
2343	Kingsley Mercantile 13-320-000-0000-6501		34.74	SUPPLIES 052716		Engineering And Surveying Supplies
2343	Kingsley Mercantile		34.74		1 Transactions	
6737	Northern Wood Products Inc 13-320-000-0000-6501		462.23	LATH 052716	30800	Engineering And Surveying Supplies
6737	Northern Wood Products Inc		462.23		1 Transactions	
4814	Pathfinder CRM LLC 13-320-000-0000-6377		1,200.00	HISTORIC SERVICES-MILL 052716	216011	Fees And Service Charges
4814	Pathfinder CRM LLC		1,200.00		1 Transactions	
5988	Preston Auto Parts 13-320-000-0000-6501		7.99-	CREDIT 052716		Engineering And Surveying Supplies
	13-320-000-0000-6501		46.44	SUPPLIES 052716	465853	Engineering And Surveying Supplies
	13-320-000-0000-6501		35.75	SUPPLIES 052716	466793	Engineering And Surveying Supplies
5988	Preston Auto Parts		74.20		3 Transactions	
5225	Sherwin-Williams Co 13-320-000-0000-6501		61.94	SUPPLIES 052716	1330-3	Engineering And Surveying Supplies
5225	Sherwin-Williams Co		61.94		1 Transactions	
2674	Short Elliott Hendrickson Inc-Seh 13-320-000-0000-6265		542.00	CONSULTING 052716	313697	Consulting
	13-320-000-0000-6265		454.00	CONSULTING 052716	313698	Consulting
	13-320-000-0000-6265		413.00	CONSULTING 052716	313698	Consulting
2674	Short Elliott Hendrickson Inc-Seh		1,409.00		3 Transactions	
5252	Skinner/John A and Rachel A 13-320-000-0000-6363		10,455.27	EASEMENT 052716		Right Of Way Costs
	13-320-000-0000-6363		595.27	EASEMENT 052716		Right Of Way Costs
5252	Skinner/John A and Rachel A		11,050.54		2 Transactions	

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3224	South Central Technical College 13-320-000-0000-6466		361.50	SAFETY CLASS 052716	145867	Safety Materails
3224	South Central Technical College		361.50	1 Transactions		
347	State Of Mn 13-320-000-0000-6377		124.94	MATERIALS TESTING 052716	P00005843	Fees And Service Charges
347	State Of Mn		124.94	1 Transactions		
320	DEPT Total:		16,652.63	Highway Construction	14 Vendors	19 Transactions
330	DEPT			Equipment Maintenance Shops		
3691	Bauer Built Inc 13-330-000-0000-6516		17.50	LABOR 052716	20994	Tires & Repairs
	13-330-000-0000-6516		7.50	TIRES/PARTS 052716	20994	Tires & Repairs
	13-330-000-0000-6516		34.00	LABOR 052716	21008	Tires & Repairs
	13-330-000-0000-6516		522.52	TIRES/PARTS 052716	21008	Tires & Repairs
	13-330-000-0000-6516		8.50	LABOR 052716	21014	Tires & Repairs
	13-330-000-0000-6516		579.06	TIRES/PARTS 052716	21014	Tires & Repairs
3691	Bauer Built Inc		1,169.08	6 Transactions		
1425	Continental Research Corp 13-330-000-0000-6576		235.39	SUPPLIES 052716	434313-CRC	Shop Supplies & Tools
1425	Continental Research Corp		235.39	1 Transactions		
8165	Dave Syverson Freightliner 13-330-000-0000-6575		834.47	PARTS 052716	247950	Machinery Parts
	13-330-000-0000-6575		177.19	PARTS 052716	248053	Machinery Parts
	13-330-000-0000-6576		176.00	SUPPLIES 052716	248643	Shop Supplies & Tools
	13-330-000-0000-6575		49.30	PARTS 052716	248644	Machinery Parts
	13-330-000-0000-6575		357.04	PARTS 052716	249168	Machinery Parts
8165	Dave Syverson Freightliner		1,594.00	5 Transactions		
4590	Debauche Truck & Diesel 13-330-000-0000-6575		302.40	LABOR 052716	106315	Machinery Parts
	13-330-000-0000-6575		37.00	PARTS 052716	106315	Machinery Parts
	13-330-000-0000-6575		280.00	LABOR 052716	106363	Machinery Parts
	13-330-000-0000-6575		205.07	PARTS 052716	106363	Machinery Parts
4590	Debauche Truck & Diesel		824.47	4 Transactions		

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5249	Equipment Blades Inc. 13-330-000-0000-6575		531.60	CUTTING EDGES 052716	11557	Machinery Parts
5249	Equipment Blades Inc.		531.60	1 Transactions		
5751	Fastenal Company 13-330-000-0000-6576		20.37	SUPPLIES 052716	67746	Shop Supplies & Tools
	13-330-000-0000-6576		98.92	SUPPLIES 052716	67793	Shop Supplies & Tools
	13-330-000-0000-6576		69.12	SUPPLIES 052716	67833	Shop Supplies & Tools
	13-330-000-0000-6576		58.27	SUPPLIES 052716	67905	Shop Supplies & Tools
5751	Fastenal Company		246.68	4 Transactions		
123	Fountain Building Center Inc 13-330-000-0000-6317		51.98	BLDG MAINT 052716	142638	Building Maintenance
123	Fountain Building Center Inc		51.98	1 Transactions		
145	G & K Services 13-330-000-0000-6576		252.42	SUPPLIES 052716	1491208	Shop Supplies & Tools
145	G & K Services		252.42	1 Transactions		
155	Hammell Equipment Inc 13-330-000-0000-6575		91.63	FILTERS 052716	RI31600	Machinery Parts
	13-330-000-0000-6575		250.55	PARTS 052716	RI31979	Machinery Parts
155	Hammell Equipment Inc		342.18	2 Transactions		
2669	Hammell Equipment Inc 13-330-000-0000-6575		640.58	PARTS 052716	HI30846	Machinery Parts
2669	Hammell Equipment Inc		640.58	1 Transactions		
532	Herman's Service 13-330-000-0000-6575		155.00	LABOR 052716	61661	Machinery Parts
	13-330-000-0000-6575		6.00	PARTS 052716	61661	Machinery Parts
	13-330-000-0000-6575		115.00	LABOR 052716	61806	Machinery Parts
	13-330-000-0000-6575		34.52	PARTS 052716	61806	Machinery Parts
532	Herman's Service		310.52	4 Transactions		
170	Hyland Motor Company 13-330-000-0000-6575		177.09	PARTS 052716	132867	Machinery Parts
170	Hyland Motor Company		177.09	1 Transactions		

*** 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 #	
2343 Kingsley Mercantile				
13-330-000-0000-6317		7.48	BLDG MAINT 052716	Building Maintenance
2343 Kingsley Mercantile		7.48	1 Transactions	
5717 MN Dept Of Labor & Industry				
13-330-000-0000-6317		90.00	BOILER LICENSE RENEWAL 052716	Building Maintenance
5717 MN Dept Of Labor & Industry		90.00	1 Transactions	
137 Praxair Distribution Inc				
13-330-000-0000-6576		56.25	SUPPLIES 052716	Shop Supplies & Tools
137 Praxair Distribution Inc		56.25	1 Transactions	
5988 Preston Auto Parts				
13-330-000-0000-6575		40.47	PARTS 052716	Machinery Parts
13-330-000-0000-6575		27.48	PARTS 052716	Machinery Parts
13-330-000-0000-6575		60.18	PARTS 052716	Machinery Parts
13-330-000-0000-6575		9.16	PARTS 052716	Machinery Parts
13-330-000-0000-6575		8.54	PARTS 052716	Machinery Parts
13-330-000-0000-6575		5.80	PARTS 052716	Machinery Parts
13-330-000-0000-6575		35.89	PARTS 052716	Machinery Parts
13-330-000-0000-6575		51.92	PARTS 052716	Machinery Parts
13-330-000-0000-6576		24.99	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6576		12.90	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6576		49.92	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6575		29.98	PARTS 052716	Machinery Parts
13-330-000-0000-6576		10.85	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6576		6.18	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6576		35.44	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6575		14.68	PARTS 052716	Machinery Parts
13-330-000-0000-6575		6.24	PARTS 052716	Machinery Parts
13-330-000-0000-6575		35.36	PARTS 052716	Machinery Parts
13-330-000-0000-6575		2.27	PARTS 052716	Machinery Parts
13-330-000-0000-6576		80.90	SUPPLIES 052716	Shop Supplies & Tools
13-330-000-0000-6576		32.99	SUPPLIES 052716	Shop Supplies & Tools
5988 Preston Auto Parts		563.82	21 Transactions	
303 Preston Equipment Co				
13-330-000-0000-6575		156.36	PARTS 052716	Machinery Parts

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
				Paid On Bhf #	
303	Preston Equipment Co		156.36	1 Transactions	
5436	Preston Iron Works & Truck Repair Inc				
	13-330-000-0000-6576		16.50	SUPPLIES 052716	22989 Shop Supplies & Tools
	13-330-000-0000-6576		5.00	SUPPLIES 052716	22995 Shop Supplies & Tools
5436	Preston Iron Works & Truck Repair Inc		21.50	2 Transactions	
3989	Ronco Engineering Co Inc				
	13-330-000-0000-6576		202.05	SUPPLIES 052716	3044033 Shop Supplies & Tools
3989	Ronco Engineering Co Inc		202.05	1 Transactions	
85924	Schilling Supply Company				
	13-330-000-0000-6576		135.54	SUPPLIES 052716	21508 Shop Supplies & Tools
85924	Schilling Supply Company		135.54	1 Transactions	
6600	Solberg Welding Inc				
	13-330-000-0000-6575		48.66	PARTS 052716	9109 Machinery Parts
6600	Solberg Welding Inc		48.66	1 Transactions	
4079	Village Farm & Home				
	13-330-000-0000-6576		190.29	SUPPLIES 052716	23788 Shop Supplies & Tools
4079	Village Farm & Home		190.29	1 Transactions	
4384	Zarnoth Brush Works Inc				
	13-330-000-0000-6575		540.00	PARTS 052716	159840 Machinery Parts
4384	Zarnoth Brush Works Inc		540.00	1 Transactions	
330	DEPT Total:		8,387.94	Equipment Maintenance Shops	23 Vendors 63 Transactions
340	DEPT			Local Option Sales Tax	
8884	Metal Culverts Inc				
	13-340-000-0000-6520		6,431.35	CULVERT 052716	M41733 Culverts
	13-340-000-0000-6520		6,431.35	CULVERT 052716	M41734 Culverts
	13-340-000-0000-6520		8,034.30	CULVERT 052716	M41735 Culverts
8884	Metal Culverts Inc		20,897.00	3 Transactions	
340	DEPT Total:		20,897.00	Local Option Sales Tax	1 Vendors 3 Transactions

SBOELTER
5/19/16 2:28PM
13 County Road & Bridge

*** 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>On Behalf of Name</u>
13 Fund Total:		83,128.27	County Road & Bridge	102 Transactions

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
390	DEPT			Resource Recovery Center		
82132	Fillmore Co Journal 14-390-000-0000-6241		220.92	Hazardous Waste Ad	74501	Advertising
	14-390-000-0000-6241		220.92	Hazardous Waste AD	74502	Advertising
82132	Fillmore Co Journal		441.84			2 Transactions
106	Fillmore Co Treasurer 14-390-000-0000-6561		126.18	April Fuel		Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		126.18			1 Transactions
145	G & K Services 14-390-000-0000-6377		31.39	Uniforms		Fees And Service Charges
145	G & K Services		31.39			1 Transactions
9375	Green Lights Recycling Inc 14-390-000-0000-6862		333.23	Recycling	16-2797	Management Of Problem Wastes
9375	Green Lights Recycling Inc		333.23			1 Transactions
253	Morem Electric Inc 14-390-000-0000-6311		60.00	KO Labor	13388	Miscellaneous Repairs And Maintenance
253	Morem Electric Inc		60.00			1 Transactions
8757	OSI Environmental, Inc 14-390-000-0000-6377		100.00	Used Oil Collection Fee	2057311	Fees And Service Charges
	14-390-000-0000-6377		100.00	Used Oil Collection Fee	2057347	Fees And Service Charges
8757	OSI Environmental, Inc		200.00			2 Transactions
3206	S & A Petroleum 14-390-000-0000-6561		69.98	LP Tank for Fork Lift	0154899	Gasoline Diesel And Other Fuels
3206	S & A Petroleum		69.98			1 Transactions
1740	St. Joseph Equipment Inc 14-390-000-0000-6565		152.96	Oil		Motor Oil And Lubricants
1740	St. Joseph Equipment Inc		152.96			1 Transactions
390	DEPT Total:		1,415.58	Resource Recovery Center	8 Vendors	10 Transactions
391	DEPT			Score Grant Program		
2050	Liberty Tire Recycling LLC					

SBOELTER
 5/19/16 2:28PM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	14-391-000-0000-6861		Tire Recycling	893712	Recycling Operation Expense
	2050 Liberty Tire Recycling LLC			1 Transactions	
391	DEPT Total:		Score Grant Program	1 Vendors	1 Transactions
14	Fund Total:		Sanitation Fund		11 Transactions

SBOELTER
 5/19/16 2:28PM
 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	Service Dates	Paid On Bhf #	On Behalf of Name
350 DEPT		County Airport		
170 Hyland Motor Company				
23-350-000-0000-6305		61.90 V-Belt for Wods Mower	132904	Machinery And Equipment Repairs
170 Hyland Motor Company		61.90	1 Transactions	
350 DEPT Total:		61.90 County Airport	1 Vendors	1 Transactions
23 Fund Total:		61.90 County Airport Fund		1 Transactions

SBOELTER
 5/19/16 2:28PM
 91 Economic Development Au

*** 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		
5226 Brown/Michael				
91-705-000-0000-6335		4/28/2016 Board Meetin		Employee Automobile Allowance
5226 Brown/Michael		1 Transactions		
705 DEPT Total:		8.64 Economic Development	1 Vendors	1 Transactions
91 Fund Total:		8.64 Economic Development Author		1 Transactions
Final Total:		117,630.72 157 Vendors	258 Transactions	

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	31,865.69	County Revenue Fund	
	12	30.99	INFRA FUND	
	13	83,128.27	County Road & Bridge	
	14	2,535.23	Sanitation Fund	
	23	61.90	County Airport Fund	
	91	8.64	Economic Development Authori	
	All Funds	117,630.72	Total	Approved by,
			
			

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 01-251-000-0000-6203		71.64	Telephones	1373354466	Telephone
3219	Centurylink		71.64	1 Transactions		
85440	Centurylink 01-203-000-0000-6203		42.44	SV telephone-4/26-5/25	301264120	Telephone
	01-149-000-0000-6203		3,558.80	4/26-5/25 local service	301269347	Telephone
	01-251-000-0000-6203		461.73	4/26-5/25 phones	301269917	Telephone
	01-102-000-0000-6203		48.16	4/26-5/25 phones	301269931	Telephone
	01-251-000-0000-6203		65.66	Telephones 4/26-5/25	406899378	Telephone
85440	Centurylink		4,176.79	5 Transactions		
5154	EO JOHNSON 01-602-000-0000-6310		166.40	April maintenance copies	CNIN846477	Contract Repairs And Maintenance
5154	EO JOHNSON		166.40	1 Transactions		
4728	Kaase/Thomas 01-251-000-0000-6379		5,270.00	April 2016 Board of prisoners		Board Of Prisoners
4728	Kaase/Thomas		5,270.00	1 Transactions		
3080	Nelson Auto Center 01-125-000-0000-6650		24,729.44	2016 Ford Transit	F G150	Vehicles Purchased
3080	Nelson Auto Center		24,729.44	1 Transactions		
423	Tri-County Electric Cooperative 01-251-000-0000-6251		102.23	Radio tower electric	FG4F--11	Electricity
423	Tri-County Electric Cooperative		102.23	1 Transactions		
2357	Verizon Wireless 01-281-000-0000-6203		70.02	Data lines	9764718950	Telephone
2357	Verizon Wireless		70.02	1 Transactions		
1 Fund Total:			34,586.52	County Revenue Fund	7 Vendors	11 Transactions

CJOHNSON
 5/17/16 11:52AM
 12 INFRA FUND

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3679 Stantec Consulting Services, Inc (SCSI) 12-610-000-0000-6273		690.00	Prof Serv 3/12-4/8/16	1041415	Professional Fees
3679 Stantec Consulting Services, Inc (SCSI)		690.00	1 Transactions		
12 Fund Total:		690.00	INFRA FUND	1 Vendors	1 Transactions

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 13-300-000-0000-6203		29.07	TELEPHONE 051316	83398791	Telephone
3219	Centurylink		29.07	1 Transactions		
85440	Centurylink 13-300-000-0000-6203		46.87	TELEPHONE 051316	301264100	Telephone
	13-300-000-0000-6203		187.22	TELEPHONE 051316	301269901	Telephone
	13-300-000-0000-6203		212.20	TELEPHONE 051316	301269908	Telephone
85440	Centurylink		446.29	3 Transactions		
7542	Fillmore Co Treasurer 13-330-000-0000-6561		342.57	APRIL FUEL TAX 051316		Gasoline Diesel And Other Fuels
7542	Fillmore Co Treasurer		342.57	1 Transactions		
423	Tri-County Electric Cooperative 13-330-000-0000-6251		140.53	ELECTRICITY 051316	0504008000	Electricity
	13-300-000-0000-6306		39.29	ELECTRICITY 051316	1407003000	Radio Tower Repair & Services
	13-310-000-0000-6251		41.59	ELECTRICITY 051316	1908001000	Electricity
	13-330-000-0000-6251		21.33	ELECTRICITY 051316	8500771401	Electricity
	13-330-000-0000-6251		64.24	ELECTRICITY 051316	8500773101	Electricity
	13-330-000-0000-6251		189.33	ELECTRICITY 051316	8901996001	Electricity
	13-330-000-0000-6251		25.58	ELECTRICITY 051316	8901997001	Electricity
423	Tri-County Electric Cooperative		521.89	7 Transactions		
13 Fund Total:			1,339.82	County Road & Bridge	4 Vendors	12 Transactions

CJOHNSON
 5/17/16 11:52AM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name Account/Formula</u>	<u>Accr</u>	<u>Rpt Amount</u>	<u>Warrant Description Service Dates</u>	<u>Invoice # Paid On Bhf #</u>	<u>Account/Formula Description On Behalf of Name</u>
85440	Centurylink 14-390-000-0000-6203		50.30	4/26-5/25 phones	301270054	Telephone
85440	Centurylink		50.30	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6374		18,125.72	April 2016 Landfill	0674630-2760-6	Landfill Tipping Fees
	14-391-000-0000-6861		7,917.23	3/26-4/25/16 Roll-off	3103357-2760-1	Recycling Operation Expense
1487	Waste Management - WI-MN		26,042.95	2 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		1,586.64	4/27 & 4/28 household	20684	Landfill Tipping Fees
5882	Winneshiek County Landfill		1,586.64	1 Transactions		
14 Fund Total:			27,679.89	Sanitation Fund	3 Vendors	4 Transactions

*** 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>
3219	Centurylink 23-350-000-0000-6203		5.60	Analog line March	1373334240	Telephone
3219	Centurylink		5.60	1 Transactions		
85440	Centurylink 23-350-000-0000-6203		124.30	4/26-5/25/16 phone	301269537	Telephone
85440	Centurylink		124.30	1 Transactions		
423	Tri-County Electric Cooperative 23-350-000-0000-6251		35.03	4/1-5/1/16 electricity	FG5C-08T	Electricity
	23-350-000-0000-6251		356.76	4/1-5/1/16 electricity	FG5C-09	Electricity
423	Tri-County Electric Cooperative		391.79	2 Transactions		
23 Fund Total:			521.69	County Airport Fund	3 Vendors	4 Transactions

CJOHNSON
 5/17/16 11:52AM
 73 Greenleafton Septic Projec

*** 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>
423 Tri-County Electric Cooperative				
73-611-000-0000-6251		289.31	Treatment plant	GC6--10-1U1 Electricity
73-611-000-0000-6251		39.40	Grinder pumps	GC6B--03-4N Electricity
423 Tri-County Electric Cooperative		328.71	2 Transactions	
73 Fund Total:		328.71	Greenleafton Septic Project	1 Vendors 2 Transactions



<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>
110	Fillmore Co Treasurer 87-000-000-0000-2470 87-000-000-0000-2471		19,106.13 9,012.14	Mtg tax-April Deed Tax-April		Mortgage Reg Tax-State State Deed Tax-State
110	Fillmore Co Treasurer		28,118.27		2 Transactions	
1859	MN Department Of Finance 87-000-000-0000-2100 87-000-000-0000-2313 87-000-000-0000-2404		1,815.00 3,633.00 3.00	April 2016 Vitals April 2016 RE surcharge April 2016 State Assurance		Due To Other Governmental Agencies Real Estate Surcharge State Assurance
1859	MN Department Of Finance		5,451.00		3 Transactions	
5993	Mn Dept Of Health 87-000-000-0000-2312		127.50	April 2016 Well certificate		Well Management Funds
5993	Mn Dept Of Health		127.50		1 Transactions	
87 Fund Total:			33,696.77	State Revenue And School Fund	3 Vendors	6 Transactions
Final Total:			98,843.40	22 Vendors	40 Transactions	

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	34,586.52	County Revenue Fund	
	12	690.00	INFRA FUND	
	13	1,339.82	County Road & Bridge	
	14	27,679.89	Sanitation Fund	
	23	521.69	County Airport Fund	
	73	328.71	Greenleafon Septic Project	
	87	33,696.77	State Revenue And School Fund	
	All Funds	98,843.40	Total	Approved by,
			
			

CJOHNSON
5/19/16 4:22PM

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
7617	Bluff Valley Riders 01-001-000-0000-6876		5,860.80	2016 3rd Benchmark		Snowmobile Trail Payments
7617	Bluff Valley Riders		5,860.80		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-125-000-0000-6650		1,658.16	Lanesboro Vet Van title		Vehicles Purchased
111	Fillmore Co Treasurer- Credit Card/ACH		1,658.16		1 Transactions	
4574	Hanson/Robert G. 01-125-000-0000-6377		65.00	April 2016 Van Trips-VA hospit		Fees And Service Charges
4574	Hanson/Robert G.		65.00		1 Transactions	
695	Hauser/John 01-125-000-0000-6377		260.00	April 2016 Van trips-VA hospit		Fees And Service Charges
695	Hauser/John		260.00		1 Transactions	
5166	Hiawatha Sno Seekers 01-001-000-0000-6876		7,227.00	2016 3rd benchmark		Snowmobile Trail Payments
5166	Hiawatha Sno Seekers		7,227.00		1 Transactions	
4504	Laughlin/Ronald D. 01-125-000-0000-6377		520.00	March/April 2016 Van trips-VA		Fees And Service Charges
4504	Laughlin/Ronald D.		520.00		1 Transactions	
4723	Mabel Canton Trail Busters 01-001-000-0000-6876		3,405.60	2016 3rd Benchmark		Snowmobile Trail Payments
4723	Mabel Canton Trail Busters		3,405.60		1 Transactions	
7213	Metro Sales Inc 01-061-000-0000-6377		219.00	5/23-6/22/16 copier lease	INV530873	Fees And Service Charges
7213	Metro Sales Inc		219.00		1 Transactions	
308	Preston Public Utilities 01-111-000-0000-6251		2,374.79	902 Houst St NW utilities	4 470 1115	Electricity
	01-251-000-0000-6251		1,872.94	901 Houston St NW utilities	4 471 340	Electricity
	01-111-000-0000-6251		4,037.63	101 Fillmore St W utilities	8 8833 822	Electricity
308	Preston Public Utilities		8,285.36		3 Transactions	
5318	Select Account 01-149-000-0000-6289		289.07	May 2016 Select		Select Account Adm.

CJOHNSON

5/19/16 4:22PM

1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5318 Select Account			289.07		1 Transactions	
7369 Tri-County Trailblazers 01-001-000-0000-6876			4,369.20	2016 3rd Benchmark		Snowmobile Trail Payments
7369 Tri-County Trailblazers			4,369.20		1 Transactions	
1 Fund Total:			32,159.19	County Revenue Fund	11 Vendors	13 Transactions



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3956 Icon Constructors, LLC 13-320-000-0000-6341			59,680.14	599-196 T/B #3	SAP 23-599-196	Township Bridge Construction
3956 Icon Constructors, LLC			59,680.14	1 Transactions		
3388 Minnowa Construction Inc 13-320-000-0000-6348 13-320-000-0000-6341			79,846.78 2,824.01	625-09 Fed #5 599-151 T/B #5	SAP 23-599-151 SP 23-625-09	Fed Construction Township Bridge Construction
3388 Minnowa Construction Inc			82,670.79	2 Transactions		
308 Preston Public Utilities 13-330-000-0000-6251 13-330-000-0000-6251 13-330-000-0000-6251 13-330-000-0000-6251			748.19 44.23 37.90 661.52	UTILITIES 052016 UTILITIES 052016 UTILITIES 052016 UTILITIES 052016	4458327 4459875 4473A342 4473B341	Electricity Electricity Electricity Electricity
308 Preston Public Utilities			1,491.84	4 Transactions		
13 Fund Total:			143,842.77	County Road & Bridge	3 Vendors	7 Transactions

CJOHNSON
 5/19/16 4:22PM
 14 Sanitation Fund

*** 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>
308	Preston Public Utilities 14-390-000-0000-6251		435.28	727 Hwy 16 & 52 E utilities	4 457 326	Electricity
308	Preston Public Utilities		435.28	1 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		2,513.28	5/7-5/9/16 household	20700	Landfill Tipping Fees
5882	Winneshiek County Landfill		2,513.28	1 Transactions		
14 Fund Total:			2,948.56	Sanitation Fund	2 Vendors	2 Transactions

CJOHNSON
 5/19/16 4:22PM
 80 Taxes And Penalties 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>
103 F & M Bank Of Preston 80-880-000-0000-6801		71.00	Refund parcel 17.0331.010	Junge escrow Refunds
103 F & M Bank Of Preston		71.00	1 Transactions	
80 Fund Total:		71.00	Taxes And Penalties Fund	1 Vendors 1 Transactions
Final Total:		179,021.52	17 Vendors	23 Transactions

*** Fillmore County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	32,159.19	County Revenue Fund	
	13	143,842.77	County Road & Bridge	
	14	2,948.56	Sanitation Fund	
	80	71.00	Taxes And Penalties Fund	
	All Funds	179,021.52	Total	Approved by,
			
			

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): 15

Department: Public Health

Requested By: Jessica Erickson

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

CHS Task Force- Medical Director Contract Approval

Approval to appoint new CHS Task Force Members

-Jason Marquadt (Mabel)

- Ann Lechner (Spring Valley)

Approval to purchase 4 tablets for staff

Approval of SHIP Grand purchases

County Health Ranking

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

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

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



3131 24th Ave. S.
 Moorhead MN 56560
 PH: 877-553-0777
 Fax: 218-227-0498

QUOTE

Number AAAQ76462

Date Feb 26, 2016

Sold To

Fillmore County MN
 Scott Johnson
 902 Houston Street Suite 5
 Preston, MN 55965

Phone (507)765-3854

Your Sales Rep

Anna Hanson (Archer)

218-227-0445 ext 457

ahanson@bytespeed.com

Terms

Net 30 Days

Ship Via

****QUOTE GOOD FOR 30 DAYS****

Qty	Part #	Description	Unit Price	Ext. Price
1		ByteSpeed Laptop	\$879.00	\$879.00
	M331	ByteSpeed Laptop M331H		
	00N1820CFG2	LAPTOP, LENGDA M331W 13.3" TOUCH I5-5200u, BAREBONE, FLIP STYLE		
	01A1150	WIRELESS CARD, INTEL 7260HMW WIFI/BLUETOOTH 4.0 DUAL BAND 802.11		
	25M5025	MEMORY, AVANT 4GB 1600Mhz DDR3 LOW VOLTAGE		
	35Z1445	SSD, KINGSTON KC400 128GB 2.5" SATA, 7mm		
	60D1281	LICENSE, WINDOWS 10 PRO DGTL COA		
	LOADWIN764	LOAD, WINDOWS 7 PRO 64BIT		
	60M1291	MEDIA, WINDOWS 10 HOME/PRO 64BIT		
	WARRANTY, 2 YEAR	2 YEAR WARRANTY		
	warranty-19	Standard 1 Year Battery Warranty		
	SHIPPING	FREE SHIPPING		

SubTotal	\$879.00
Tax	\$0.00
Shipping	\$0.00
Total	\$879.00



REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): 10 minutes

Department: Highway Department

Requested By: Ron Gregg

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

1. Consider passing a resolution to accept Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-027 over Deer Creek at the amount of \$250,000.
2. Consider passing a resolution to accept Bridge Bonding Grant for the bridge replacement on CSAH 1, SAP 023-601-028 over Bear Creek at the amount of \$250,000.
3. Consider the approval of a Master Agreement for Professional Services with Bolten & Menk Inc. for the Fillmore County Airport.

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

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

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

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date May 24, 2016 Resolution No. 2016-

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS: The County of Fillmore has applied to the Commissioner of Transportation for a Grant from the Minnesota State Transportation Fund for Project No. **SAP 23-601-027**, the construction of Bridge No. 23592, on CSAH 1, in Spring Valley Township, over Deer Creek and

WHEREAS: The amount of the grant has been determined to be **\$250,000.00**, by reason of lowest responsible bid, and

NOW, THEREFORE, BE IT RESOLVED: That the County of Fillmore does hereby affirm that any cost of the bridge/structure in excess of the grant will be appropriated from the funds available to Fillmore County, and that any grant monies appropriated for the bridge/structure but not required, based on the final estimate, shall be returned to the Minnesota State Transportation Fund.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

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

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

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date May 24, 2016 Resolution No. 2016-

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS: The County of Fillmore has applied to the Commissioner of Transportation for a Grant from the Minnesota State Transportation Fund for Project No. **SAP 23-601-028**, the construction of Bridge No. 23593, on CSAH 1, in Spring Valley Township, over Bear Creek and

WHEREAS: The amount of the grant has been determined to be **\$250,000.00**, by reason of lowest responsible bid, and

NOW, THEREFORE, BE IT RESOLVED: That the County of Fillmore does hereby affirm that any cost of the bridge/structure in excess of the grant will be appropriated from the funds available to Fillmore County, and that any grant monies appropriated for the bridge/structure but not required, based on the final estimate, shall be returned to the Minnesota State Transportation Fund.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

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

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

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES
JUNE 2016 THROUGH MAY 2021**

**FILLMORE COUNTY AIRPORT (FKA)
FILLMORE COUNTY MINNESOTA**

This Agreement, made this ____ day of June 2016, by and between the Fillmore County, Minnesota 56378, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55965, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering and construction services as listed in the ACIP for the Fillmore County Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Work Orders or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations in CLIENT's possession. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Ronald Gregg, P.E. Fillmore County Engineer rgregg@co.fillmore.mn.us Pamela Schroeder, Office Manager pschroeder@co.fillmore.mn.us
Fillmore County Airport Fillmore County Highway/Airport Office Manager 909 Houston Street NW Preston MN 55965 Phone: (507)765-3854 Fax: (507) 765-4476

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT for performance of Agreement services as described in future Work Orders.

- a. Additional Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

2. Basic Services and Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. This schedule is subject to change at the start of each new year.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Identifiable reproduction and reprographic charges.
 - d. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B and described in Exhibit I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the rates specified in the Work Order.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. Unless distribution of electronic data to third parties is explicitly authorized or required by this AGREEMENT, the distribution of electronic data from CONSULTANT to the CLIENT shall be for the sole benefit of the CLIENT and any release of such electronic data to third parties by the CLIENT for reuse or adaptation without written approval of CONSULTANT shall be at CLIENT'S sole risk without liability or legal exposure to the CONSULTANT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or

generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice, unless for cause in which event it may be terminated upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The attached Exhibit I, Federal Contract Provisions apply for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP). All references to “contractor” shall also mean “CONSULTANT”.

U. AUDIT REVIEW

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Fillmore County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

Mr. Ronald Greg, P.E., County Engineer

Ronald Roetzel, P.E., Principal

Ms. Pamela Schroeder, Office Manager

EXHIBIT I

FEDERAL CONTRACT PROVISIONS ATTACHMENT

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

- 1) **Title VI Solicitation Notice**

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): Approximately 5 minutes

Department: Fillmore County Sheriff

Requested By: Sheriff Tom Kaase

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

Notification of EM Kevin Beck attending First Net Training June 6-10, paid for by southeast radio board funding.
(discussed at Law Enforcement Committee)

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

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

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

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): Approximately 15-20 minutes

Department: Fillmore County Sheriff

Requested By: Sheriff Tom Kaase

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

Discussion and approval on advertising for bids on 2006 Chevy Impala, unmarked squad, 172,400 miles.

Discussion on upcoming jail inspection and kitchen updates.

Update on grant for 800 MHz radios for local fire departments.

(all three items discussed at Law Enforcement Committee)

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

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

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

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): [Click here to enter text.](#)

Department: Auditor/Treasurer

Requested By: Shirl Boelter

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

Consider resolution to approve sponsorship of the Bluff Valley Riders, Mabel-Canton Trail Busters, Hiawatha I & II and Tri-County Trailblazers snowmobile clubs for 2016 -2017 season, and signature by Auditor/Treasurer.

Approval to sign Grant Contract Amendment for Canfield Creek Bridge, Project #0008-13-C which will extend the grant until June 30, 2017.

Approve signature of Election Services Agreement with Seachange. Seachange has been printing our ballots since 2002. Contract period June 1, 2016- May 31, 2016. Agreement has been sent to County Attorney for review.

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

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

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

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date May 24, 2016 Resolution No. 2016-

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS, the local unit of government desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the club agrees to act as an independent contractor to help and assist the local unit of government to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to the local unit of government for the construction of an approved trail.

NOW THEREFORE BE IT RESOLVED THAT Fillmore County shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the following snowmobile trails: Bluff Valley Riders, Mabel-Canton Trail Busters, Hiawatha I & II and Tri-County Trailblazers for the 2016-2017 snowmobile season.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

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

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

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

Amendment # 1 for Grant Agreement#84657/PO 3000066666

Contract Start Date:	<u>10/3/2014</u>	Total Contract Amount:	<u>\$21,000</u>
Original Contract Expiration Date:	<u>6/30/2016</u>	Original Contract:	<u>\$21,000</u>
Current Contract Expiration Date:	<u>6/30/2016</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>6/30/2017</u>	This Amendment:	<u>NA</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources (“State”) and Fillmore County, 101 Fillmore Street, PO Box 627, Preston, MN 55965 (“Grantee”).

Recitals

1. The State has a grant contract with the Grantee identified as **84657/PO #3000066666** (“Original Grant Contract”) and **Project Number 0008-13-3C** to provide a project to install a snowmobile bridge over Canfield Creek.
2. Grant to be amended to extend the grant agreement to allow for completion of the project to install the bridge.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

REVISION 1. Clause 1 – **The Grant** is amended to add the language as follows:

1.0 The Grant.

- 1.1 The Grantor agrees to disburse funds to Sub grantee pursuant to this Agreement on a reimbursement basis. Grantor agrees to reimburse Sub grantee seventy-five (75) percent of its allowable costs, up to a maximum of **\$21,000**.
- 1.2 Sub grantee shall perform the work as outlined in its Application and in accordance with the provisions of this Agreement from the legally effective date of this Agreement to ~~June 30, 2016~~ **June 30, 2017**. Any material change in the scope of the Project, budget or completion date shall require the prior written approval of Grantor. Where provisions of the Sub grantee's Application, that include but are not limited to project scope, budget, timeline, completion date are inconsistent with other provisions of the Agreement, the provisions of this Agreement shall take precedence over the provisions of the Application.
- 1.3 Funds made available to Sub grantee pursuant to this Agreement shall be used only for allowable expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding any provision of this Agreement to the contrary, it is understood that any reduction or termination of funds allocated to Grantor by the FHWA may result in a reduction of funds to Sub grantee.
- 1.4 Sub grantee agrees to provide to Grantor sufficient written evidence of its authority to enter into this Agreement and be bound thereby on or before the date it signs this Agreement.

REVISION 2. Clause 8 – **Effective Date** is amended to add the language as follows:

- 8.1 The Grant Agreement shall become effective on **October 3, 2014**. No Grant reimbursements will be made until or upon the date this contract is fully executed under Minnesota Statutes Section 16C.05, subdivision 2, and shall remain in effect until ~~June 30, 2016~~ **June 30, 2017**.

Except as amended herein, the terms and conditions of the Original Grant and all previous amendments remain in full force and effect.

Amendment # 1 for Grant Agreement#84657/PO 3000066666

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____
Date: _____

Art Kane
5/6/16

Grant Contract No. 84657

Purchase Order No.: 3000066666

2. GRANTEE

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

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
Title: Deputy Director, Division of Parks and Trails
Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

**SEACHANGE
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: SeaChange Print Innovations, a Minnesota corporation ("SeaChange")

AND: Fillmore County Board of Commissioners ("Customer")

RECITALS:

- A. This agreement shall commence on June 1, 2016 ("Effective Date") and expire May 31, 2020.
- B. Customer has agreed to purchase certain election-related services from SeaChange for use in Fillmore County (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- C. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
 - Exhibit A (Summary of Services)
 - Exhibit B (Ballot Layout and Related Services)
 - Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

SEACHANGE
Attn: Doug Sunde
14505 27th Avenue North
Plymouth, MN 55447
Phone No.: (763) 586-3751
Fax No.: (320) 203-1290

Fillmore County
Attn: Auditor-Treasurer
101 Fillmore
Preston, MN 55965-



Signature

Signature

Douglas T. Sunde

Name (Printed or Typed)

Name (Printed or Typed)

Vice-President, Election Services

Title

Title

April 25, 2016

Date

Date

ARTICLE I
GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to SeaChange for the services provided hereunder is set forth on the accompanying Exhibits.

2. **Limitation of Liability.** Neither party shall be liable for the other party's negligent or willful misconduct. SeaChange's total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to SeaChange hereunder. Any action by Customer against SeaChange must be commenced within one (1) year after the cause of action has accrued. SeaChange shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by Customer's failure to comply with election deadlines as set forth by Minnesota Rules, Statutes and the production calendar provided by SeaChange for each and every election. This Section 2 shall not apply to third party claims for indemnification that arise pursuant to Section 15 solely as a result of SeaChange's actions or inactions.

3. **Excusable Nonperformance.** Except for a delay or failure in the payment of money, if either party is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. SeaChange agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Exclusive Service Provider.** Customer hereby agrees to use SeaChange as its exclusive provider for the products and services set forth on Exhibits B and C attached hereto from SeaChange for the Term of this Agreement at the pricing set forth on each applicable Exhibit. However, it is not mandatory that the county utilize SeaChange for the items listed as optional "Other Layout Related Services" in Exhibit B. Customer's agreement to purchase the ballot layout and printing services from SeaChange for the entire Term entitles Customer to receive the preferred pricing for each product or service as provided herein. In the event that Customer terminates its purchase commitment prior to expiration of the Term of this Agreement for any reason other than for cause pursuant to Article I, Section 5, of this Agreement, or purchases any such products or services from a provider other than SeaChange, or does not pay for such products or services provided by SeaChange pursuant to the payment terms in Exhibit A during the Term, Customer shall no longer be entitled to receive the pricing set forth on Exhibits B-C, as applicable, and shall pay SeaChange its then current rates for future products and services and pay the recovery amount described in Exhibit A.

5. **Term; Termination.** This Agreement shall be in effect for a four-year period beginning on the Effective Date, covering all elections within the Jurisdiction beginning sixty (60) days after the Effective Date (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party or as otherwise set forth in Exhibit A attached hereto. Subject to the terms and conditions set forth on Exhibit A, this Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other. In addition, this Agreement may be terminated by either party, upon seven (7) days written notice, in the event the Customer purchases and/or licenses a voting system from a vendor other than Election Systems & Software, LLC.

4. **Subcontracting & Assignment.** SeaChange shall not enter into any subcontract or performance of any services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the Customer and subject to such conditions and provisions as the Customer may deem necessary. SeaChange shall be responsible for the performance of all subcontractors. In the event of the sale, transfer or assignment of all or substantially all of the ownership interest or assets of SeaChange, or the complete termination of the Government Division of SeaChange, either of which shall be substantiated with reasonably sufficient documentation of the same, either party may terminate this agreement by providing sixty (60) calendar days prior written notice.

5. **Entire Agreement.** This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

6. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties.

7. **Disputes.**

Remedies for Past Due Payments. If any payment to SeaChange is past due more than thirty (30) days, SeaChange may suspend performance under this Agreement until such amount is paid.

Dispute Resolution Process. Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court located within the State of Minnesota having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

8. **Data Privacy.** All data collected, created, received, maintained or disseminated, or used for any purposes in the course of SeaChange's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (the "Act"), or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. SeaChange agrees to abide by these statutes, rules and regulations as they may be amended.

9. **Compliance with Laws; Governing Law.**

a. In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations.

b. No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination including but not limited to the Civil Rights Act of 1964. SeaChange will furnish Customer all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations and orders. The provisions of Minn. Stat. Section 181.59, regarding nondiscrimination and violations related therefrom are incorporated in this Section by reference as an obligation of SeaChange. If during the term of this Agreement, it is discovered that SeaChange is not in compliance with the applicable statutes and regulations or if SeaChange engages in any discriminatory practices, then Customer may cancel this Agreement as set forth in Section 5 above.

c. The laws of the State of Minnesota shall govern this Agreement.

10. **Independent Contractor.** SeaChange is providing its services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983.

11. **Record Disclosures/Monitoring Procedures.** SeaChange records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplications, transcription and audit by Customer and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. SeaChange agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

12. **Insurance.** During the term of this Agreement, SeaChange shall maintain the following insurance:

Commercial General Liability and Professional Liability: \$1,000,000 per incident; \$2,000,000 aggregate;

Automobile Coverage: \$1,000,000 per incident/aggregate; and Workers' Compensation Insurance.

13. **Indemnification.** SeaChange, as one party, and Customer, as another party, hereby agree to indemnify, defend and hold harmless the other party from and against any and all claims, liabilities, losses, damages, costs and expenses, including, but not limited to, court costs and attorneys' fees, which result from or relate to a breach of such party's obligations under this Agreement. The County's obligation to indemnify shall be limited by tort liability caps in Chapter 466 of Minnesota Statutes, and the County does not waive any defenses or immunities it may possess related to such a claim.

14. **Ownership of Documents.** Any reports, studies, or other documents prepared by SeaChange in the performance of its obligations under this Agreement shall be the exclusive property of the Customer, and all such materials shall be remitted to the Customer by the SeaChange upon completion, termination, or cancellation of this Agreement. SeaChange shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of SeaChange's obligations under this Agreement without the prior written consent of the Customer.

15. **Other.** SeaChange will not be responsible for (a) user errors, (b) voter errors or (c) problems encountered by any individual in voting. SeaChange may engage subcontractors to provide certain of the services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6, 8, 10, 13, 15 and this Section 16 shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
SUMMARY OF SERVICES**

Sale Summary:	
Description	Refer to
Ballot Layout and File Management Services	Exhibit B
Ballot Printing Services	Exhibit C
Terms & Conditions:	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: Payment terms: Ballot Layout and Ballot Printing Services will be invoiced as Services are provided. 100% of invoice total due within 35 calendar days of invoice date.	
Note 3: Customer understands, acknowledges and agrees that SeaChange's discounted fees for the products and services described on the accompanying exhibits are based upon (a) a contractual commitment by Customer to exclusively subscribe for and purchase such products and services for a period of at least four (4) years, (b) SeaChange's dedication of sufficient resources during the Term to provide such products, perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such products and services in the accompanying exhibits. In the event that Customer either (a) changes its commitment to a period of less than four (4) years for any reason other than a termination "for cause" pursuant to Article I, Section 5, of this Agreement, or (b) elects to purchase SeaChange's products and/or services on a non-exclusive basis, Customer hereby agrees to promptly pay to SeaChange a fee in an amount equal to the difference between (i) the amount paid or to be paid by Customer for the products and services provided by SeaChange during the immediately preceding twelve month period computed by using the Discounted Fees and (ii) the amount that would have been paid by Customer for such products and services during the same period computed by using the Non-Discounted Fees (the "Recovery Amount"). For purposes of clarification, the Recovery Amount is an amount in addition to (and not in lieu of) any and all other costs, expenses and fees owed by Customer to SeaChange pursuant to the terms of this Agreement.	
Note 4: The fees set forth in Exhibit B and Exhibit C apply to the original order at the time of Customer submission. Any changes, alternations, re-prints or additional ballots are not subject to the fees as set forth in Exhibit B and Exhibit C.	
Note 5: SeaChange may increase the per unit fees as set forth in the accompanying exhibits in 2020 by not more than 8% of the amount of the most recent per unit fees paid by Customer.	
Note 6: The fees set forth in this agreement are for services provided to the Customer. In the event the Customer acts as a facilitator of services for other jurisdictions within their county, in whole or in part, and is the billing entity for the services provided, the fees in the accompanying exhibits would apply.	

**EXHIBIT B
BALLOT LAYOUT SERVICES**

Ballot Layout Service Pricing		
Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout		
English only:		
1 to 500 Ballot Styles	\$90.00 per style	\$55.00 per style
501 or more Ballot Styles	\$70.00 per style	\$45.00 per style
Languages other than English:		
1 to 500 Faces, per Language	\$120.00 per style	\$65.00 per style
501 or more Faces, per Language	\$110.00 per style	\$55.00 per style
Other Layout Related Services (Optional Services)		
UOCAVA Extracted PDF files	\$10.75 per style	\$5.40 per style
SOS Web Formatted Electronic PDF files	\$10.75 per style	\$5.40 per style
Publication Ballot – Federal, State, & County Offices Only	\$350.00	\$185.00
Publication Ballot – All Offices for given election	\$700.00	\$375.00

Note 1: Prices are exclusive of freight which will be billed separately.

Note 2: Any applicable state and local taxes are not included, and are the responsibility of Customer.

Note 3: Payment terms are 100% of invoice total due within 35 calendar days of invoice date.

[END OF EXHIBIT B]

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**EXHIBIT C
BALLOT PRINTING SERVICES**

Service Description	Price per Ballot (Based on Ballots Ordered)	
	< 100,000	> 100,000
Optical Scan Ballots:		
Base ballot charge – 14" Ballot	\$0.26	\$0.25
Base ballot charge – 17" Ballot	\$0.29	\$0.28
Backside of ballot	\$0.03	\$0.03
Stub and / or numbering	\$0.03	\$0.03
Folding (Set-up charge of \$30 also applies)	\$0.04	\$0.04
Corner Cutting ballots	\$0.01	\$0.01
Packaging (if other than 100's)	\$0.01	\$0.01
Prices are exclusive of freight, which will be billed separately.		
19" ballots are quoted separately.		

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: Unexpected and material changes in costs, such as paper, may result in changes to the fees reflected above.

Note 3: SeaChange may increase the per unit fees in years 2016 by not more than 8% of the amount of the most recent per unit fees paid by Customer.

[END OF EXHIBIT C]

20160420v1

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**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Contractor").

Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2016 primary election, as necessary for state offices. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *July 1, 2016*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *September 30, 2016*, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Contractor will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Contractor is the County Auditor and in any additional jurisdiction mutually agreed upon by Contractor and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2016 Recount Guide, all of which are attached to this contract as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The primary election recount will begin on August 17, 2016 at 9:00 A.M, and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this contract immediately and without any further cause. The State and Contractor agree that this process will be completed on August 19, 2016 for any primary election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

3. Payment

- a) **Compensation.** The Contractor will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Contractor's jurisdiction. The Contractor will submit a log of all ballots handled to State to verify the total.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$ 50,000 for all Contractors for the primary election.

4. Authorized Representatives

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the contract.

5 Assignment, Amendments, Waiver, and Contract Complete

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

5.2 Amendments. Any amendment to this 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 agreement, or their successors in office.

5.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Liability

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

DO NOT SIGN OR RETURN THIS DOCUMENT AT THIS TIME

While the text of this document is the final contract, execution cannot take place until FY17 funds become available for encumbrance in mid-June, at which time OSS will send you a copy of this agreement, using the same text above, with signature blocks for execution.

APPENDICES ATTACHED:

APPENDIX A – List of Participating Jurisdictions

APPENDIX B – Minnesota Statutes Relating to Recounts

APPENDIX C – Minnesota Rules Relating to Recounts

APPENDIX D – Minnesota 2016 Recount Guide

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Contractor").

Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2016 general election, as necessary for state offices. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *November 1, 2016*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *December 31, 2016*, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Contractor will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Contractor is the County Auditor and in any additional jurisdiction mutually agreed upon by Contractor and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2016 Recount Guide, all of which are attached to this contract as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The general election recount will begin on November 30, 2016 at 9:00 A.M, and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this contract immediately and without any further cause. The State and Contractor agree that this process will be completed on December 5, 2016 for any general election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

3. Payment

- a) **Compensation.** The Contractor will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Contractor's jurisdiction. The Contractor will submit a log of all ballots handled to State to verify the total.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$120,000 for all Contractors for the general election.

4. Authorized Representatives

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the contract.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this 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 agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Liability

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

DO NOT SIGN OR RETURN THIS DOCUMENT AT THIS TIME

While the text of this document is the final contract, execution cannot take place until FY17 funds become available for encumbrance in mid-June, at which time OSS will send you a copy of this agreement, using the same text above, with signature blocks for execution.

APPENDICES ATTACHED:

APPENDIX A – List of Participating Jurisdictions

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APPENDIX C – Minnesota Rules Relating to Recounts

APPENDIX D – Minnesota 2016 Recount Guide

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/24/2016

Amount of time requested (minutes): 15

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 Diane Strahl, Merit Office Support Specialist, to Merit Grade 22/Grade 4(D) effective April 24, 2016 as recommended by the Social Services Manager
2. 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

REGULAR AGENDA:

1. Discussion regarding beginning process to place Auditor/Treasurer and Recorder positions on the ballot to become appointed rather than elected positions
2. Discussion with possible action regarding interim Auditor/Treasurer
3. Request for approval of Memorandum of Understanding with Local #49 "Holidays"
4. Request for approval of Memorandum of Understanding with Local #49 "Resource Sharing"

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

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

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