

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

December 15, 2015

Fillmore County Courthouse, 101 Fillmore Street West - Preston, MN

Mitch Lentz - First District

Harry Root - Third District

Randy Dahl - Second District

Duane Bakke - Fourth District

Marc Prestby - Fifth District

Pledge of Allegiance

Approve Agenda

Approve Consent Agenda:

1. December 1, 2015 County Board minutes.
2. Annual 2016 Minnesota Counties Computer Cooperative, County Attorney's annual maintenance fee and dues for \$7,250.88 as recommended by County Attorney Corson.

Approve Commissioners' Warrants

Review Auditor's Warrants

9:05 a.m. Steve Sarvi, Administrator, City of Rushford

1. Consider request to adopt resolution for "Safe Routes to School" grant

9:15 a.m. Cristal Adkins, Zoning Administrator, and Michael Frauenkron, Feedlot Officer/Zoning Tech

1. Review 2016-2017 MN Pollution Control Agency Delegation Agreement Work Plan Amendment and consider approval
2. Consider resolution for Conditional Use Permit for Peter and Katie Hershberger for a sawmill on their property

9:30 a.m. Citizens Input

9:35 a.m. Shirl Boelter, Auditor/Treasurer, and Heidi Jones, Accounting Technician

1. Update regarding passport volume and Travel Security Administration updates
2. Update regarding online marriage applications

9:45 a.m. Kristina Kohn, Human Resources Officer

1. Consider first reading of requested changes to "Leaves of Absence" policy
2. Consider request to advertise for Engineering Technician Sr. as requested by the County Engineer
3. Consider first reading regarding changes to "Reimbursed Expenses" policy

10:00 a.m. Bobbie Vickerman, Coordinator

1. Review of proposed changes for 2016 budget
2. Consider final adjustments to 2016 budget and levy
3. Consider 2% adjustments to non-union pay plan effective January 1, 2016
4. Consider 2% adjustments to merit pay plan effective January 1, 2016

FILLMORE COUNTY BOARD OF COMMISSIONERS

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OTHER ADMINISTRATIVE ITEMS:

1. Set salaries for elected officials:
 - Commissioners
 - Attorney
 - Auditor/Treasurer
 - Recorder
 - Sheriff
2. Consider renewal of Independent Contractor Agreement for 2015 with Lisa Stensrud for physical therapy services.

Consider closing meeting pursuant to M.S. 13D.03 for a Local #85 Law Enforcement Labor Services labor contract strategy session.

Calendar review and committee reports

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

Monday, December 14	12:30 p.m.	Southeast MN Regional Emergency Communications Board, Rochester
	6:00 p.m.	Development Achievement Center, Preston
	6:30 p.m.	Semcac, St. Charles
	7:30 p.m.	Winneshiek County Solid Waste Agency Joint Powers Board, Decorah
Tuesday, December 15	8:00 a.m.	Department Head
	9:00 a.m.	County Board – Regular Meeting, Commissioners’ Boardroom, Courthouse, Preston
	12:00 p.m.	Finance Committee, Commissioners’ Boardroom, Courthouse, Preston
	1:00 p.m.	Technology/Land Records/GIS
Wednesday, December 16	9:00 a.m.	Basin Alliance, Rochester
Thursday, December 17	1:00 p.m.	Historical Society, Fountain
	4:30 p.m.	Soil and Water Conservation District, SWCD Office, Preston
Tuesday, December 22	7:30 a.m.	Highway, Highway Office, Preston
	9:00 a.m.	County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston
	12:00 p.m.	Community Services, Commissioners’ Boardroom, Courthouse, Preston (right after the Board Meeting)
Thursday, December 24	2:00 p.m.	County Offices CLOSED
Friday, December 25	All Day	County Offices CLOSED
Tuesday, January 5	9:00 a.m.	County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston

This is a preliminary draft of the December 1, 2015 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 1st day of December, 2015 at 3:00 p.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Randy Dahl, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Shirl Boelter, Auditor/Treasurer; David Kiehne, Recorder; Thomas Kaase, Sheriff; Kevin Beck, Emergency Manager/Asst. Jail Administrator; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

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

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

- 1. November 24, 2015 County Board minutes, as presented.
- 2. Family and Medical Leave for employee #1504 for up to twelve (12) weeks beginning 12/4/2015 in accordance with County policies.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the following Commissioners' warrants:

WARRANTS

The Auditor's warrants were reviewed.

Thomas Kaase, Sheriff, and Kevin Beck, Emergency Manager/Asst. Jail Administrator, were present.

The Board reviewed the changes to the Emergency Operations Plan documents that were requested at the last meeting. Bakke noted that the organizational chart had not been changed based on the recommendations. He stated that it was requested to put the Coordinator on as an arm off of the Board of Commissioners along with the Emergency Manager under the Sheriff. The Board noted that they are adopting the resolution based on the organizational chart changes as suggested.

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

RESOLUTION 2015-055: Emergency Operation Plan

The Citizens Input portion of the meeting was opened and closed at 3:34 p.m. as no one was present to speak.

On motion by Dahl and seconded by Root, the Board unanimously approved the 2016 agreement with Ancom Technical Center, Inc. in the amount of \$8,559.50 for two way radio maintenance as recommended by the Sheriff.

On motion by Dahl and seconded by Root, the Board unanimously approved the transfer of titles and possession of the regional voice logging equipment property located at the Olmsted County/City of Rochester Dispatch Center to the Southeastern Minnesota Regional Emergency Communications Board, which may then

be covered under their insurance, as recommended by the Sheriff.

Shirl Boelter, Auditor/Treasurer, was present.

On motion by Prestby and seconded by Root, the Board unanimously approved the signatures for the audit engagement letter with Eide Bailly, LLP pending Attorney Corson's approval.

Bobbie Vickerman, Coordinator, was present.

Vickerman noted that the Truth in Taxation hearing would be held that evening at 6:30 p.m. to review the preliminary budget and levy that was adopted in September. She provided a spreadsheet that presents the changes made to date, along with suggestions. She noted that once the Board makes the final decisions based on the open positions and salaries for the elected officials, the final budget and levy would be ready to review and adopt.

On motion by Dahl and seconded by Root, the Board unanimously approved a 2016 appropriation of \$46,800 to the Historical Society.

On motion by Root and seconded by Prestby, the Board unanimously approved a 2016 appropriation of \$750 for Memorial Day program costs.

On motion by Dahl and seconded by Prestby, the Board unanimously approved a 2016 appropriation of \$37,000 to the Agricultural Society.

On motion by Root and seconded by Dahl, the Board unanimously approved a 2016 appropriation of \$215,000 to the Soil and Water Conservation District along with a match grant.

On motion by Prestby and seconded by Dahl, the Board unanimously approved a 2016 appropriation of \$6,000 to Semcac, Inc. to be used as follows: \$1,000 to SEMCAC Volunteer Driver Program, \$2,500 to the Senior Nutrition Program, \$1,000 to the Caregiver Advocacy Program, and \$1,500 to the Senior Dining program.

On motion by Root and seconded by Dahl, the Board unanimously approved a 2016 appropriation of \$5,000 to Bluff Country MN Multi-County Housing and Redevelopment Authority.

On motion by Dahl and seconded by Root, the Board unanimously approved a 2016 appropriation of \$1,250 to SE Minnesota Initiative Fund.

On motion by Prestby and seconded by Dahl, the Board unanimously approved a 2016 appropriation of \$1,056.10 to Southern Minnesota Tourism Association.

On motion by Dahl and seconded by Bakke, the Board unanimously approved a 2016 appropriation of \$2,000 to Root River Trails.

Vickerman noted that she was able to serve on the Association of Minnesota Counties' County Program Aid Work Group due to Commissioner Bakke recommending her appointment. She noted that the group worked very hard to come up with a formula to more equitably distribute the County Program Aid and tried to ensure less fluctuation in the distribution amount in any given year. She stated that the resolution presented is a resolution that all 87 counties in the State of Minnesota will be asked to approve. AMC will then seek out legislative support for the additional money and change in the distribution formula.

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

RESOLUTION 2015-056: County Program Aid

Kristina Kohn, Human Resources Officer, was present.

On motion by Dahl and seconded by Prestby, the Board unanimously approved the request to retire from Ronald Means, Engineering Technician, effective February 3, 2016 and thanked him for his years of service to Fillmore County.

On motion by Dahl and seconded by Root, the Board unanimously approved to renew the contract with First Lab for drug testing services in 2016 as recommended by the Safety Coordinator.

On motion by Prestby and seconded by Dahl, the Board unanimously approved Sheriff Thomas Kaase as a replacement for County Attorney Brett Corson as the delegate for the Association of Minnesota Counties annual meeting.

On motion by Root and seconded by Prestby, the Board unanimously approved the low quote of \$2,618.00 from Scheevel and Sons for mound removal for the Greenleafon Septic project.

A review of the calendar was done and the following committee reports and announcements were given: Bakke – One Watershed One Plan – the group will be governed by a Joint Powers Agreement where all requests must go back to each Board. Working through the plan which is over 200 pages, cumbersome and confusing but once it is together it will be understandable. Root – DFO audit meeting – 2014 opinion was good.

Chair Bakke recessed the meeting at 4:41 p.m. pursuant to reconvening for the proposed 2016 Fillmore County budget and levy public hearing.

The Board resumed in session for the purpose of holding a public hearing for the proposed 2016 Fillmore County budget and levy. Chair Bakke opened the public hearing at 6:30 p.m.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Randy Dahl, Harry Root and Mitch Lenz. Also present were: Bobbie Vickerman, Coordinator/Clerk; Shirl Boelter, Auditor/Treasurer; Thomas Kaase, Sheriff; Neva Beier, Social Services Manager; Jon Martin, Solid Waste Administrator; Cynthia Blagsvedt, Assessor; Brian Hoff, Heidi Knepper, and Ron Vikre, Property Appraisers; Ron Gregg, Highway Engineer; Ross Goldsmith; Karen Reisner, Fillmore County Journal and Gretchen Mensink-Lovejoy, Republican-Leader.

Coordinator Vickerman reviewed the following with a power point presentation:

- Review of 2015 Operations
- Performance Measures Report Results Summary
- Planned 2016 Operations
- 2016 Preliminary Expenditures and Trends
- 2016 Preliminary Revenues and Trends
- 2016 Proposed Budget & Levy

Chair Bakke asked for any comments or questions and Ross Goldsmith was present and noted that he is concerned about the value of pasture land.

On motion by Dahl and seconded by Lentz, Chair Bakke adjourned the hearing at 7:03 p.m.



Minnesota Counties Computer Cooperative

(651) 917-6969 Fax: (651) 917-6989 www.mnccc.org

Invoice Due Date January 31, 2016

INVOICE

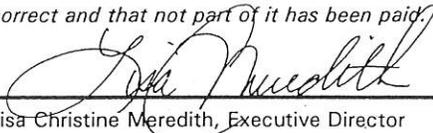
Please send payment to:
MCCC, MI 33
PO Box 1150
Minneapolis, MN 55480-1150

INVOICE NO: 2Y1601164
INVOICE DATE: 1/1/16
AMOUNT DUE: 7,250.88

CUSTOMER:

Fillmore Co Attorney's Office
PO BOX 466
101 Fillmore Street
PRESTON, MN 55965

I declare under penalty of law that this amount is true and correct and that no part of it has been paid.


Lisa Christine Meredith, Executive Director

Item/Description	Units	Price/Unit	Net
2016 County Attorney's Annual Maintenance	4.00	1,262.72	5,050.88
Fee - MCAPS4			
2015 County Attorney's Enhancement Fund (\$225 per attorney)	4.00	225.00	900.00
2016 MCCC County Attorney User Group - Annual Dues	1.00	1,300.00	1,300.00

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

Acct: 01-091-000-0000-6377

Authorized Signature: _____

Dept. Head Signature: Brett Corso

Date: 12-3-15 Vendor No: _____

Notice:
As allowed by our bylaws and approved at the Executive Board Meeting on 10/09/03
1% interest will be applied to any invoices that are over 60 days effective 1/01/04.

Total: 7,250.88



Minnesota Counties Computer Cooperative

(651) 917-6969 Fax: (651) 917-6989 www.mnccc.org

Please return this portion with payment.

CUSTOMER:

Fillmore Co Attorney's Office
PO BOX 466
101 Fillmore Street
PRESTON, MN 55965

INVOICE NO: 2Y1601164
INVOICE DATE: 1/1/16

Please send payment to:
MCCC, MI 33
PO Box 1150
Minneapolis, MN 55480-1150

AMOUNT DUE: 7,250.88
AMOUNT ENCLOSED:

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3	DEPT			Board Of Commissioners		
15	Assoc of MN Counties 01-003-000-0000-6245		100.00	AMC Dist. 9 DB,RD HR ML 10/26/2015 10/26/2015	43606	Registration Fees
15	Assoc of MN Counties		100.00	1 Transactions		
3804	Bakke/Duane 01-003-000-0000-6335		140.30	Mileage 11/02/2015 11/30/2015	Nov 2015	Employee Automobile Allowance
3804	Bakke/Duane		140.30	1 Transactions		
2081	Lentz/Mitch 01-003-000-0000-6335		133.40	Mileage 11/03/2015 11/24/2015	Nov 2015	Employee Automobile Allowance
2081	Lentz/Mitch		133.40	1 Transactions		
1152	Prestby/Marc 01-003-000-0000-6335		178.25	Oct-Nov Mileage 10/13/2015 11/24/2015	Oct-Nov 2015	Employee Automobile Allowance
1152	Prestby/Marc		178.25	1 Transactions		
3731	Root/Harry 01-003-000-0000-6335		158.13	Mileage 11/10/2015 11/30/2015	Nov 2015	Employee Automobile Allowance
3731	Root/Harry		158.13	1 Transactions		
3	DEPT Total:		710.08	Board Of Commissioners	5 Vendors	5 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** Fillmore County ***



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	<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>
11	DEPT			District Court		
	5992 Suhler,Jr,Atty/Frederick S					
	01-011-000-0000-6261		1,750.00	23-PR-09-1209	23-PR-09-1209	Court Appointed Attorneys
	5992 Suhler,Jr,Atty/Frederick S		1,750.00	1 Transactions		
11	DEPT Total:		1,750.00	District Court	1 Vendors	1 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
34	DEPT			Policy Coordinator		
15	Assoc of MN Counties 01-034-000-0000-6245		25.00	AMC District 9 Meeting 10/26/2015 10/26/2015	43606	Registration Fees
15	Assoc of MN Counties		25.00	1 Transactions		
8569	Southeast Service Cooperative 01-034-000-0000-6245		65.00	Exel Training AI	26778	Registration Fees
8569	Southeast Service Cooperative		65.00	1 Transactions		
34	DEPT Total:		90.00	Policy Coordinator	2 Vendors	2 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
41	DEPT		Auditor/Treasurer		
15	Assoc of MN Counties 01-041-000-0000-6245		AMC Conference	42969	Registration Fees
15	Assoc of MN Counties		1 Transactions		
2988	Bluff Country Newspaper Group 01-041-000-0000-6241		Notice to Publisherswnd	11/16/15	Advertising
	01-041-000-0000-6241		Notice to Publishers 1st	11/9/15	Advertising
2988	Bluff Country Newspaper Group		2 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH 01-041-000-0000-6337		AMC Conference Rooms	510325	Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		1 Transactions		
41	DEPT Total:		Auditor/Treasurer	3 Vendors	4 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
60	DEPT		Information Systems		
4571	Center for Professional Development 01-060-000-0000-6244		Continuing Education Scott J	280694	Continuing Education/Training
4571	Center for Professional Development		1 Transactions		
3532	Midwest Teletron, Inc 01-060-000-0000-6640		Wireless Headsets	MW1115110	Equipment Purchased
3532	Midwest Teletron, Inc		1 Transactions		
60	DEPT Total:		Information Systems	2 Vendors	2 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
61	DEPT		Data Processing		
111	Fillmore Co Treasurer- Credit Card/ACH				
	01-061-000-0000-6255		21.88 Gas for Vehicle	12/9/2015	Gas
	01-061-000-0000-6337		96.62 Tax Fort Training HJ	12/9/2015	Other Travel Expense
	01-061-000-0000-6337		193.24 Paymate Training CH, SN	12/9/2015	Other Travel Expense
	01-061-000-0000-6337		91.88 Training Meals	12/9/2015	Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		403.62		
				4 Transactions	
5040	Impact Proven Solutions				
	01-061-000-0000-6377		3,759.27 2016 TNT Expense	108627	Fees And Service Charges
5040	Impact Proven Solutions		3,759.27		
				1 Transactions	
61	DEPT Total:		4,162.89		
			Data Processing	2 Vendors	5 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
91	DEPT		County Attorney		
4927	LEXISNEXIS 01-091-000-0000-6451		Subscription	3090383841	Reference Materials
		350.00	11/01/2015	11/30/2015	
4927	LEXISNEXIS			1 Transactions	
350.00					
85012	Office Depot				
	01-091-000-0000-6408		Supplies	806099369001	Other Office Supplies
	01-091-000-0000-6408		Supplies	806099950001	Other Office Supplies
61.16					
14.98					
85012	Office Depot			2 Transactions	
76.14					
91	DEPT Total:		County Attorney	2 Vendors	3 Transactions
426.14					

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
102	DEPT		Surveyor			
	2223 Brand/Jeffrey R					
	01-102-000-0000-6242		215.00	Membership Dues	2016 Dues	Membership Dues
	2223 Brand/Jeffrey R		215.00	1 Transactions		
102	DEPT Total:		215.00	Surveyor	1 Vendors	1 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** 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
103	DEPT			Assessor		
4252	Blagsvedt/Cindy 01-103-000-0000-6335		73.03	Mileage Region Meeting 10/16/2015 10/16/2015	Oct 2015	Employee Automobile Allowance
4252	Blagsvedt/Cindy		73.03	1 Transactions		
82132	Fillmore Co Journal 01-103-000-0000-6241		220.92	Notice	71427	Advertising
82132	Fillmore Co Journal		220.92	1 Transactions		
106	Fillmore Co Treasurer 01-103-000-0000-6561		48.98	November Fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		48.98	1 Transactions		
9106	Vikre/Ron 01-103-000-0000-6335		35.65	Reassessment Mileage 09/16/2015 11/04/2015	Sept-Nov 2015	Employee Automobile Allowance
9106	Vikre/Ron		35.65	1 Transactions		
103	DEPT Total:		378.58	Assessor	4 Vendors	4 Transactions

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** Fillmore County ***



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	<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>
104	DEPT			Gis		
	2973 Earl F Andersen, Inc					
	01-104-000-0000-6514		187.50	Address Marker	0109911-IN	Address Signs
	2973 Earl F Andersen, Inc		187.50	1 Transactions		
104	DEPT Total:		187.50	Gis	1 Vendors	1 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
105	DEPT			Planning And Zoning		
2988	Bluff Country Newspaper Group 01-105-000-0000-6241		5.95	Legal Notices	Dec 2015	Advertising
2988	Bluff Country Newspaper Group		5.95		1 Transactions	
2540	Duxbury/Steve 01-105-000-0000-6335		92.00	BOA/PC Mtg 07/30/2015	July-Nov 2015	Employee Automobile Allowance
2540	Duxbury/Steve		92.00		1 Transactions	
6896	Erickson/Brad 01-105-000-0000-6335		21.85	BOA/PC Mtg 08/20/2015	Aug 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 08/17/2015	Aug 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 07/30/2015	July 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 07/27/2015	July 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 11/16/2015	Nov 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 11/19/2015	Nov 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 09/24/2015	Sept 2015	Employee Automobile Allowance
	01-105-000-0000-6335		21.85	BOA/PC Mtg 09/21/2015	Sept 2015	Employee Automobile Allowance
6896	Erickson/Brad		174.80		8 Transactions	
106	Fillmore Co Treasurer 01-105-000-0000-6561		45.15	October Fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		45.15		1 Transactions	
4399	Keune/James 01-105-000-0000-6335		57.50	BOA/PC Mtg 06/18/2015	June-Nov 2015	Employee Automobile Allowance
4399	Keune/James		57.50		1 Transactions	
1277	Kuhn/Marvin					

SBOELTER
 12/9/15 5:00PM
 1 County Revenue Fund

*** Fillmore County ***



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Vendor No.	Vendor Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		01-105-000-0000-6335		193.20	BOA/PC Mtg	06/15/2015		June-Nov 2015	Employee Automobile Allowance	
1277	Kuhn/Marvin			193.20		11/19/2015		1 Transactions		
2314	O'Connor/Ann	01-105-000-0000-6335		82.80	BOA/PC Mtg	06/18/2015		June-Nov 2015	Employee Automobile Allowance	
2314	O'Connor/Ann			82.80		11/19/2015		1 Transactions		
6904	Ruskell/Gary L	01-105-000-0000-6335		195.50	BOA/PC Mtg	06/18/2015		Jun-Nov 2015	Employee Automobile Allowance	
6904	Ruskell/Gary L			195.50		11/19/2015		1 Transactions		
105	DEPT Total:			846.90	Planning And Zoning			8 Vendors		15 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
111	DEPT			Facilities Mtce		
9	AmeriPride Services, Inc 01-111-000-0000-6377		29.41	Dust Mop Service	2800567312	Fees And Service Charges
	01-111-000-0000-6377		29.41	Dust Mop Service	2800572460	Fees And Service Charges
9	AmeriPride Services, Inc		58.82	2 Transactions		
7183	CCP Industries, Inc 01-111-000-0000-6411		173.34	Towels	01592842	Custodial Supplies
	01-111-000-0000-6411		85.35	Gloves for Staff	01593516	Custodial Supplies
7183	CCP Industries, Inc		258.69	2 Transactions		
3435	DALCO 01-111-000-0000-6411		74.15	Vacuum Parts	2959542	Custodial Supplies
3435	DALCO		74.15	1 Transactions		
3370	Haakenson Electric Inc 01-111-000-0000-6317		82.11	Replaced 3 ballast at FCOB	2824	Building Maintenance
3370	Haakenson Electric Inc		82.11	1 Transactions		
1340	Mensink Landscaping 01-111-000-0000-6580		480.20	Salt for Sidewalks	11/23/2015	Other Repair And Maintenance Supplies
1340	Mensink Landscaping		480.20	1 Transactions		
5988	Preston Auto Parts 01-111-000-0000-6580		17.96	Toilet Parts	453072	Other Repair And Maintenance Supplies
	01-111-000-0000-6580		12.85	Parts for Air Compressor	453779	Other Repair And Maintenance Supplies
5988	Preston Auto Parts		30.81	2 Transactions		
81511	Preston Foods 01-111-000-0000-6411		52.96	Custodian Supplies	Oct/Nov 2015	Custodial Supplies
81511	Preston Foods		52.96	1 Transactions		
9118	Preston Servicemen's Club 01-111-000-0000-6377		98.00	Flags for Courthouse	12/7/2015	Fees And Service Charges
9118	Preston Servicemen's Club		98.00	1 Transactions		
111	DEPT Total:		1,135.74	Facilities Mtce	8 Vendors	11 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
149	DEPT		Other General Government		
5601	Erickson/Steven 01-149-000-0000-6377		Bucksnot Mowing	May-Oct 15	Fees And Service Charges
		1,040.00	05/01/2015 10/10/2015		
5601	Erickson/Steven		1 Transactions		
22134	Fillmore Co Public Health 01-149-000-0000-6408		2015 Employee Flu Shots	2015 Flu Shots	County Shared Office Supplies
		325.00			
22134	Fillmore Co Public Health		1 Transactions		
		325.00			
149	DEPT Total:		Other General Government	2 Vendors	2 Transactions
		1,365.00			

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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
201	DEPT		Enhanced 911 System		
4441	Independent Emergency Services, LLC 01-201-000-0000-6310		100.00	Monthly Charges	200-0223 Contract Repairs And Maintenance
				12/01/2015 12/31/2015	
4441	Independent Emergency Services, LLC		100.00	1 Transactions	
201	DEPT Total:		100.00	Enhanced 911 System	1 Vendors 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
202	DEPT			Sheriff		
3684	Ask/Mike 01-202-000-0000-6337		27.60	Mileage 11/16/2015 11/18/2015	Nov 2015	Other Travel Expense
3684	Ask/Mike		27.60	1 Transactions		
80306	Auto License Bureau 01-202-000-0000-6311		30.75	App for Title 2016 Ram Pickup	10/28/2015	Miscellaneous Repairs And Maintenance
	01-202-000-0000-6311		30.75	Title 2016 Impala	11/3/2015	Miscellaneous Repairs And Maintenance
80306	Auto License Bureau		61.50	2 Transactions		
5068	FORT/MICHAEL 01-202-000-0000-6377		90.00	Reimb for Post License Fee(Dep	11/20/2015	Fees And Service Charges
5068	FORT/MICHAEL		90.00	1 Transactions		
4795	KUEHN MOTOR COMPANY 01-202-000-0000-6311		28.59	Service 2006 Impala	177549	Miscellaneous Repairs And Maintenance
4795	KUEHN MOTOR COMPANY		28.59	1 Transactions		
4070	Law Enforcement Technology Group LLC 01-202-000-0000-6245		75.00	2 User Conf Registration	15239	Registration Fees
4070	Law Enforcement Technology Group LLC		75.00	1 Transactions		
7651	Lynn Peavey Company 01-202-000-0000-6455		57.50	Rifle Storage Boxes	310841	Law Enforcement Supplies
7651	Lynn Peavey Company		57.50	1 Transactions		
1752	Mark's Electronics 01-202-000-0000-6311		1,745.00	Install Squad Equip	550871	Miscellaneous Repairs And Maintenance
1752	Mark's Electronics		1,745.00	1 Transactions		
5988	Preston Auto Parts 01-202-000-0000-6311		1.04	Gasket & ORing	450616	Miscellaneous Repairs And Maintenance
	01-202-000-0000-6311		32.18	Wiper Blades	451010	Miscellaneous Repairs And Maintenance
5988	Preston Auto Parts		33.22	2 Transactions		
4487	PRESTON SERVICE PLUS 01-202-000-0000-6311		48.00	2 Snowtires Mounted & Tire Rep	3283	Miscellaneous Repairs And Maintenance
	01-202-000-0000-6311		136.71	Service Car 1302 4TiresMounted	3309	Miscellaneous Repairs And Maintenance

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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
4487 PRESTON SERVICE PLUS				
			2 Transactions	
3569 Uniforms Unlimited Inc				
01-202-000-0000-6173		106.99 Felt Hat T Kaase	10874-1	Uniform Allowance
01-202-000-0000-6173		117.84 Collar Letters	10893-1	Uniform Allowance
01-202-000-0000-6173		85.99 Uniform Pant S Keasling	11082-1	Uniform Allowance
01-202-000-0000-6455		367.36 Aerosals Freesse	11508-1	Law Enforcement Supplies
01-202-000-0000-6173		843.78 Uniforms-N Olson	11586-1	Uniform Allowance
01-202-000-0000-6173		847.68 Uniforms M Fort	11780-1	Uniform Allowance
01-202-000-0000-6173		938.59 Uniforms D Huse	11783-1	Uniform Allowance
01-202-000-0000-6173		74.80 Uniforms David Huse	12262-1	Uniform Allowance
3569 Uniforms Unlimited Inc		3,383.03	8 Transactions	
3551 US Auto Force				
01-202-000-0000-6311		476.60 4 Snow Tires	1654662	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		454.92 2 Snow Tires,2 Tires	1667525	Miscellaneous Repairs And Maintenance
3551 US Auto Force		931.52	2 Transactions	
202 DEPT Total:		6,617.67	Sheriff	11 Vendors 22 Transactions

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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
251	DEPT			County Jail		
5016	A+ Imaging Systems 01-251-000-0000-6310		105.27	Copier Contract Mtnce 11/22/2015 12/21/2015	100147	Contract Repairs And Maintenance
5016	A+ Imaging Systems		105.27	1 Transactions		
9	AmeriPride Services, Inc 01-251-000-0000-6377		120.21	November 2015 Laundry	284550621	Fees And Service Charges
9	AmeriPride Services, Inc		120.21	1 Transactions		
5066	BARRY SCREEN PRINT 01-251-000-0000-6455		52.50	3 Name Plaques	11/19/2015	Law Enforcement Supplies
5066	BARRY SCREEN PRINT		52.50	1 Transactions		
5660	De Lage Landen Financial Services 01-251-000-0000-6310		165.78	Copier Lease	48150243	Contract Repairs And Maintenance
5660	De Lage Landen Financial Services		165.78	1 Transactions		
3047	Green & Associates 01-251-000-0000-6285		230.00	Employment Eval&Testing	10/7/2015	Professional Fees
3047	Green & Associates		230.00	1 Transactions		
4070	Law Enforcement Technology Group LLC 01-251-000-0000-6245		75.00	2 User Conf Registration	15239	Registration Fees
4070	Law Enforcement Technology Group LLC		75.00	1 Transactions		
4866	ME nD CORRECTIONAL CARE, PLLC 01-251-000-0000-6429		2,083.33	Healthcare Services Dec 2015	1021	Nurse/Medical Service Agreement
4866	ME nD CORRECTIONAL CARE, PLLC		2,083.33	1 Transactions		
81511	Preston Foods 01-251-000-0000-6416		63.15	Jail Supplies 10/27/2015 11/20/2015	Oct/Nov 2015	Misc Supplies
81511	Preston Foods		63.15	1 Transactions		
251	DEPT Total:		2,895.24	County Jail	8 Vendors	8 Transactions

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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
281	DEPT		Emergency Mgmt Services		
5435	Ag Electrical Specialist, Inc 01-281-000-0000-6305		64.05 Capacitor Installed	A27517	Machinery And Equipment Repairs
5435	Ag Electrical Specialist, Inc		64.05	1 Transactions	
281	DEPT Total:		64.05	Emergency Mgmt Services	1 Vendors 1 Transactions

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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
441	DEPT		Public Health		
3169	Pohlman/Brenda L 01-441-000-0000-6449		PHEP Mileage 11/30/2015	Nov/Dec 2015	Prpardeness Grant
3169	Pohlman/Brenda L		12/01/2015 1 Transactions		
4526	Stevens/Lantha 01-441-000-0000-6449		PHEP Grant Mileage 11/04/2015	Nov 2015	Prpardeness Grant
4526	Stevens/Lantha		11/20/2015 1 Transactions		
441	DEPT Total:		114.43	Public Health	2 Vendors 2 Transactions

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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
442	DEPT		Wic Program		
3581	Root/Emily 01-442-000-0000-6335		WIC Nov 5 2015	Nov 2015	Employee Automobile Allowance
3581	Root/Emily	26.44		1 Transactions	
3251	Schultz/Kari 01-442-000-0000-6335		WIC Nov 23 2015	Nov 2015	Employee Automobile Allowance
	01-442-000-0000-6335	40.83	WIC Nov 5 2015	Nov 2015	Employee Automobile Allowance
	01-442-000-0000-6335	5.75	Oct WIC Mileage	Oct 2015	Employee Automobile Allowance
		5.75	10/01/2015	10/01/2015	
3251	Schultz/Kari	52.33		3 Transactions	
442	DEPT Total:	78.77	Wic Program	2 Vendors	4 Transactions

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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
443	DEPT			Nursing Service		
9405	Anderson/Maureen 01-443-000-0000-6335		40.83	Mileage 09/25/2015 10/08/2015	Sept/Oct Mile	Employee Automobile Allowance
9405	Anderson/Maureen		40.83	1 Transactions		
2138	Baker/Jan 01-443-000-0000-6335		235.75	Nov 15 Mileage 11/04/2015 11/25/2015	Nov 15	Employee Automobile Allowance
2138	Baker/Jan		235.75	1 Transactions		
2988	Bluff Country Newspaper Group 01-443-000-0000-6241		242.80	DON anad .5 RN ad	Nov 2015	Advertising
2988	Bluff Country Newspaper Group		242.80	1 Transactions		
2715	Brevig/Michelle 01-443-000-0000-6335		34.50	Auto Expense 11/23/2015 12/03/2015	Nov/Dec 2015	Employee Automobile Allowance
2715	Brevig/Michelle		34.50	1 Transactions		
5660	De Lage Landen Financial Services 01-443-000-0000-6310		201.01	Medicare Billing Nov 15	48006435	Contract Repairs & Maintenance
5660	De Lage Landen Financial Services		201.01	1 Transactions		
4177	GATZKE/MICHELE 01-443-000-0000-6335		281.75	Nov 15 Mileage 11/02/2015 11/24/2015	Nov 2015	Employee Automobile Allowance
4177	GATZKE/MICHELE		281.75	1 Transactions		
8205	Kruegel/Vicki 01-443-000-0000-6335		67.28	Nov 15 Mileage 11/02/2015 11/25/2015	Nov 2015	Employee Automobile Allowance
8205	Kruegel/Vicki		67.28	1 Transactions		
4752	Logsdon/Linda 01-443-000-0000-6335		205.85	Nov 15 Mileage 11/09/2015 11/30/2015	Nov 2015	Employee Automobile Allowance
4752	Logsdon/Linda		205.85	1 Transactions		

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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
1089	Loven/Julie 01-443-000-0000-6335		192.05	Nov 15 Mileage 11/03/2015 11/30/2015	Nov 15	Employee Automobile Allowance
1089	Loven/Julie		192.05		1 Transactions	
3169	Pohlman/Brenda L 01-443-000-0000-6335		46.00	Nov 20 2015 Mileage 11/20/2015 12/01/2015	Nov/Dec 2015	Employee Automobile Allowance
3169	Pohlman/Brenda L		46.00		1 Transactions	
3581	Root/Emily 01-443-000-0000-6335		13.23	Nursing Mileage Nov15	Nov 15	Employee Automobile Allowance
3581	Root/Emily		13.23		1 Transactions	
3549	Stensrud/Lisa M 01-443-119-0000-6285		80.00	Prof Fees Client 33147 12/03/2015 12/03/2015	Dec 2015	Professional Fees PT
	01-443-119-0000-6335		20.70	Mileage Client 33147 12/03/2015 12/03/2015	Dec 2015	PT Employee Mileage
3549	Stensrud/Lisa M		100.70		2 Transactions	
4526	Stevens/Lantha 01-443-000-0000-6335		50.03	Nov 15 Mileage 11/04/2015 11/20/2015	Nov 2015	Employee Automobile Allowance
4526	Stevens/Lantha		50.03		1 Transactions	
2237	Thiss/Kathy 01-443-000-0000-6335		59.80	Nursing Mileage 9/15	Sept 2015	Employee Automobile Allowance
	01-443-000-0000-6437		27.60	School Vision Supplies	Sept 2015	C & Tc Supplies
	01-443-000-0000-6437		80.50	CTC Mileage 9/15	Sept 2015	C & Tc Supplies
	01-443-000-0000-6445		119.60	Mileage Tanf 9/15	Sept 2015	TANF Home Visits
2237	Thiss/Kathy		287.50		4 Transactions	
443	DEPT Total:		1,999.28	Nursing Service	14 Vendors	18 Transactions



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
444	DEPT			Home Health		
4176	ABILITY NETWORK INC 01-444-000-0000-6310		174.00	Medicare Billing Nov 15	15M-0193244	IT Upkeep
4176	ABILITY NETWORK INC		174.00	1 Transactions		
3801	Bergo/Doreen 01-444-000-0000-6335		105.80	HHA Auto Exp 11/16/2015-11/28 11/16/2015 11/28/2015	Nov 2015	Employee Automobile Allowance
3801	Bergo/Doreen		105.80	1 Transactions		
3370	Haakenson Electric Inc 01-444-000-0000-6433		80.85	Home Modification-Electrical #	2659	Waiver Reimbursables
3370	Haakenson Electric Inc		80.85	1 Transactions		
3647	Jergenson/Karin 01-444-000-0000-6335		54.05	HHA Auto Exp 11/16/2015-11/27	Nov 2015	Employee Automobile Allowance
3647	Jergenson/Karin		54.05	1 Transactions		
3070	Kallis/Sara 01-444-000-0000-6335		151.23	HHA Auto Exp 11/16/2015-11/27	Nov 2015	Employee Automobile Allowance
3070	Kallis/Sara		151.23	1 Transactions		
8660	Lopez/Debbilyn 01-444-000-0000-6335		22.43	HHA Auto Exp 11/16/2015-11/27 11/16/2015 11/27/2015	Nov 2015	Employee Automobile Allowance
8660	Lopez/Debbilyn		22.43	1 Transactions		
1814	Martin/Debra 01-444-000-0000-6335		63.83	HHA Auto Exp 11/16/2015-11/27 11/16/2015 11/27/2015	Nov 2015	Employee Automobile Allowance
1814	Martin/Debra		63.83	1 Transactions		
5997	Ostby/Helen 01-444-000-0000-6335		96.60	HHA Auto Exp 11/16/2015-11/27 11/16/2015 11/27/2015	Nov 2015	Employee Automobile Allowance
5997	Ostby/Helen		96.60	1 Transactions		
4841	ROCHESTER CITY LINES 01-444-000-0000-6433		219.00	Dec 015 Bis (ass #32321	20152014	Waiver Reimbursables

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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			
4841	ROCHESTER CITY LINES	219.00			
86085	Semcac Transportation				
	01-444-000-0000-6433	66.34	Trans Client 31806	3342	Waiver Reimbursables
	01-444-000-0000-6433	141.64	Trans Client 32653	3342	Waiver Reimbursables
86085	Semcac Transportation	207.98			
			2 Transactions		
3429	Tienter/Lesa				
	01-444-000-0000-6335	197.80	HHA Auto Exp 11/16/2015-11/27	Nov 2015	Employee Automobile Allowance
3429	Tienter/Lesa	197.80			
			1 Transactions		
4897	Wangen/Kim				
	01-444-000-0000-6335	1.15	HHA Auto Expense	Nov 2015	Employee Automobile Allowance
			11/02/2015	11/13/2015	
4897	Wangen/Kim	1.15			
			1 Transactions		
444	DEPT Total:	1,374.72	Home Health	12 Vendors	13 Transactions

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
446	DEPT		Mch Program			
3581	Root/Emily 01-446-000-0000-6335		10.36	MCH Nov 2015 11/02/2015	Nov 2015	Employee Automobile Allowance
3581	Root/Emily		10.36	11/05/2015 1 Transactions		
2237	Thiss/Kathy 01-446-000-0000-6335		85.68	MCH Mileage 9/15	Sept 2015	Employee Automobile Allowance
2237	Thiss/Kathy		85.68	1 Transactions		
446	DEPT Total:		96.04	Mch Program	2 Vendors	2 Transactions

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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
602	DEPT			County Extension Service		
5016	A+ Imaging Systems 01-602-000-0000-6310		270.61	Maintenance Copies	100176	Contract Repairs And Maintenance
5016	A+ Imaging Systems		270.61	1 Transactions		
1286	Brown/Keith 01-602-000-0000-6335		24.15	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
1286	Brown/Keith		24.15	1 Transactions		
4793	FENSKE/JESSICA 01-602-000-0000-6335		28.75	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
4793	FENSKE/JESSICA		28.75	1 Transactions		
4758	Fenske/Mike 01-602-000-0000-6335		28.75	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
4758	Fenske/Mike		28.75	1 Transactions		
4255	HOPP/ABIGAIL 01-602-000-0000-6335		23.00	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
4255	HOPP/ABIGAIL		23.00	1 Transactions		
4913	MILLER/MELISSA 01-602-000-0000-6335		27.60	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
4913	MILLER/MELISSA		27.60	1 Transactions		
2874	Winslow/Scott 01-602-000-0000-6335		10.35	Ext Mtg 11/18/2015	Nov 2015	Employee Automobile Allowance
2874	Winslow/Scott		10.35	1 Transactions		
602	DEPT Total:		413.21	County Extension Service	7 Vendors	7 Transactions

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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
603	DEPT			Feedlot		
106	Fillmore Co Treasurer 01-603-000-0000-6561		70.95	October Fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		70.95		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-603-000-0000-6337		12.34	Conference Meal Expense		Other Travel Expense-Meals
	01-603-000-0000-6337		220.72	Hotel Expense	5812,3501	Other Travel Expense-Meals
111	Fillmore Co Treasurer- Credit Card/ACH		233.06		2 Transactions	
1496	Frauenkron/Michael 01-603-000-0000-6311		31.45	Mileage	11/30/2015	Miscellaneous Repairs And Maintenance
				11/30/2015	11/30/2015	
1496	Frauenkron/Michael		31.45		1 Transactions	
4487	PRESTON SERVICE PLUS 01-603-000-0000-6310		511.33	Tires on Equinox	3229	Contract Repairs And Maintenance
4487	PRESTON SERVICE PLUS		511.33		1 Transactions	
603	DEPT Total:		846.79	Feedlot	4 Vendors	5 Transactions
1	Fund Total:		28,885.79	County Revenue Fund		139 Transactions

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 12 INFRA FUND

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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		Facilities Mtce		
3370 Haakenson Electric Inc				
12-111-000-0000-6625		377.82 Wire A/C Unit	2722	Building Improvement
12-111-000-0000-6625		196.74 Wire Transferfan	2733	Building Improvement
12-111-000-0000-6625		159.23 Transfer Fan Rewiring	2773	Building Improvement
3370 Haakenson Electric Inc		733.79		
			3 Transactions	
111 DEPT Total:		733.79	Facilities Mtce	1 Vendors 3 Transactions
12 Fund Total:		733.79	INFRA FUND	3 Transactions

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 13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description		
No. Account/Formula	Accr	Amount	Service Dates	Invoice #	Account/Formula Description	On Behalf of Name
300 DEPT			Highway Administration			
15 Assoc of MN Counties 13-300-000-0000-6245		350.00	REGISTRATION 121815	47610		Registration Fees
15 Assoc of MN Counties		350.00	1 Transactions			
2988 Bluff Country Newspaper Group 13-300-000-0000-6241		99.00	MAINT SPECIALIST AD 121815	FILL_CTY		Advertising
2988 Bluff Country Newspaper Group		99.00	1 Transactions			
110 Fillmore Co Treasurer 13-300-000-0000-6205		34.22	POSTAGE 121815	NOV		Postage And Postal Box Rent
110 Fillmore Co Treasurer		34.22	1 Transactions			
3861 Gregg/ Ronald 13-300-000-0000-6335		85.50	MILEAGE 121815			Employee Automobile Allowance
3861 Gregg/ Ronald		85.50	1 Transactions			
300 DEPT Total:		568.72	Highway Administration	4 Vendors		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
310	DEPT			Highway Maintenance		
374	Arendahl Township 13-310-000-0000-6524		2,800.00	DETOUR DUST CONTROL 121815		Dust Control
374	Arendahl Township		2,800.00	1 Transactions		
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505		274.86	ROCK 121815	73784	Aggregate
	13-310-000-0000-6505		188.66	ROCK 121815	73788	Aggregate
	13-310-000-0000-6505		1,097.02	ROCK 121815	74188	Aggregate
	13-310-000-0000-6505		90.32	ROCK 121815	74189	Aggregate
	13-310-000-0000-6505		362.88	ROCK 121815	74293	Aggregate
	13-310-000-0000-6505		71.82	ROCK 121815	74300	Aggregate
1891	Bruening Rock Products, Inc.		2,085.56	6 Transactions		
145	G & K Services 13-310-000-0000-6293		368.30	UNIFORMS 121815	1491208	Uniform Expense
145	G & K Services		368.30	1 Transactions		
5726	Kohn/Brent 13-310-000-0000-6466		45.25	CDL RENEWAL 121815		Safety Materials
5726	Kohn/Brent		45.25	1 Transactions		
272	Newman Signs 13-310-000-0000-6515		312.21	POSTS 121815	TI0292393	Traffic Signs
	13-310-000-0000-6515		1,361.45	SIGNS 121815	TI0292393	Traffic Signs
	13-310-000-0000-6515		202.38	SUPPLIES 121815	TI0292393	Traffic Signs
272	Newman Signs		1,876.04	3 Transactions		
2274	River City Paving 13-310-000-0000-6528		2,376.39	COLD MIX 121815	430687	Bituminous Materials
2274	River City Paving		2,376.39	1 Transactions		
7757	Universal Truck Equipment Inc 13-310-000-0000-6640		5,960.00	SPREADER 121815	40389	Equipment Purchased
7757	Universal Truck Equipment Inc		5,960.00	1 Transactions		
3420	Vogen/Mike 13-310-000-0000-6466		195.49	SAFETY BOOTS 121815		Safety Materials

SBOELTER
12/9/15 5:00PM
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>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3420 Vogen/Mike		195.49	1 Transactions		
310 DEPT Total:		15,707.03	Highway Maintenance	8 Vendors	15 Transactions

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
DEPT				Paid On Bhf #	
330	DEPT		Equipment Maintenance Shops		
3691	Bauer Built Inc				
	13-330-000-0000-6516		135.00	LABOR 121815	18663 Tires & Repairs
	13-330-000-0000-6516		25.00	TIRES/PARTS 121815	18663 Tires & Repairs
	13-330-000-0000-6516		60.00	LABOR 121815	19117 Tires & Repairs
	13-330-000-0000-6516		1,412.56	TIRES/PARTS 121815	19117 Tires & Repairs
	13-330-000-0000-6516		300.00	LABOR 121815	19158 Tires & Repairs
	13-330-000-0000-6516		4,874.78	TIRES/PARTS 121815	19158 Tires & Repairs
	13-330-000-0000-6516		35.00	LABOR 121815	19163 Tires & Repairs
	13-330-000-0000-6516		15.00	TIRES/PARTS 121815	19163 Tires & Repairs
	13-330-000-0000-6516		800.00-	TIRES/PARTS 121815	19173 Tires & Repairs
	13-330-000-0000-6516		240.00	LABOR 121815	19188 Tires & Repairs
	13-330-000-0000-6516		3,462.72	TIRES/PARTS 121815	19188 Tires & Repairs
	13-330-000-0000-6516		90.00	LABOR 121815	19292 Tires & Repairs
	13-330-000-0000-6516		53.00	TIRES/PARTS 121815	19292 Tires & Repairs
	13-330-000-0000-6516		375.00-	TIRES/PARTS 121815	19460 Tires & Repairs
	13-330-000-0000-6516		88.00	LABOR 121815	19510 Tires & Repairs
	13-330-000-0000-6516		37.00	TIRES/PARTS 121815	19510 Tires & Repairs
	13-330-000-0000-6516		120.00	LABOR 121815	19533 Tires & Repairs
	13-330-000-0000-6516		1,716.36	TIRES/PARTS 121815	19533 Tires & Repairs
	13-330-000-0000-6516		75.00-	TIRES/PARTS 121815	19558 Tires & Repairs
	13-330-000-0000-6516		45.00	LABOR 121815	19605 Tires & Repairs
	13-330-000-0000-6516		25.00	TIRES/PARTS 121815	19605 Tires & Repairs
3691	Bauer Built Inc		11,484.42	21 Transactions	
4545	Brown's Tire & Battery Inc				
	13-330-000-0000-6516		410.08	TIRES/PARTS 121815	146863 Tires & Repairs
4545	Brown's Tire & Battery Inc		410.08	1 Transactions	
2322	Carquest				
	13-330-000-0000-6575		339.14-	PARTS 121815	1537207236 Machinery Parts
	13-330-000-0000-6575		35.19	PARTS 121815	1537207551 Machinery Parts
	13-330-000-0000-6576		196.00	SUPPLIES 121815	1537207714 Shop Supplies & Tools
	13-330-000-0000-6575		423.29-	PARTS 121815	1537208026 Machinery Parts
	13-330-000-0000-6575		363.68	PARTS 121815	1537208716 Machinery Parts
	13-330-000-0000-6576		59.84	SUPPLIES 121815	1537208725 Shop Supplies & Tools
	13-330-000-0000-6576		196.00	SUPPLIES 121815	1537208731 Shop Supplies & Tools
	13-330-000-0000-6575		115.28-	PARTS 121815	1537208830 Machinery Parts
	13-330-000-0000-6575		112.84	FILTERS 121815	1537208878 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 #	
2322 Carquest		85.84	9 Transactions	
6617 Chatfield Parts House				
13-330-000-0000-6576		2.30	SUPPLIES 121815	570779 Shop Supplies & Tools
6617 Chatfield Parts House		2.30	1 Transactions	
4598 Class C Solutions Group				
13-330-000-0000-6576		500.03	SUPPLIES 121815	1672830001 Shop Supplies & Tools
4598 Class C Solutions Group		500.03	1 Transactions	
5826 Culligan Water Conditioning				
13-330-000-0000-6317		31.95	DRINKING WATER 121815	913778 Building Maintenance
5826 Culligan Water Conditioning		31.95	1 Transactions	
145 G & K Services				
13-330-000-0000-6576		229.52	SUPPLIES 121815	1491208 Shop Supplies & Tools
145 G & K Services		229.52	1 Transactions	
1512 G P Truck Painting				
13-330-000-0000-6575		490.00	LABOR 121815	4440 Machinery Parts
1512 G P Truck Painting		490.00	1 Transactions	
4529 Grainger				
13-330-000-0000-6317		246.88	BLDG MAINT 121815	9908284160 Building Maintenance
4529 Grainger		246.88	1 Transactions	
3714 Hovey Oil Co Inc				
13-330-000-0000-6561		1,587.79	#2 DIESEL 121815	89377 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		370.60	GAS 121815	89377 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		4,169.35	GAS 121815	89378 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,568.15	#2 DIESEL 121815	89395 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		359.00	GAS 121815	89395 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		3,067.85	GAS 121815	89451 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		744.80	#1 DIESEL 121815	89452 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		504.67	#2 DIESEL 121815	89452 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,028.50	#1 DIESEL 121815	90662 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		703.07	#2 DIESEL 121815	90662 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		826.80	#1 DIESEL 121815	90675 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		984.40	#2 DIESEL 121815	90675 Gasoline Diesel And Other Fuels

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6561		866.74	#1 DIESEL 121815	90743 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		741.73	#2 DIESEL 121815	90743 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		471.28	GAS 121815	90743 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		558.60	#1 DIESEL 121815	90756 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		595.13	#2 DIESEL 121815	90756 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		318.60	GAS 121815	90756 Gasoline Diesel And Other Fuels
3714 Hovey Oil Co Inc		19,467.06	18 Transactions	
5069 Ken Baker Building Co.				
13-330-000-0000-6625		8,218.00	ROOF REPAIR 121815	Building Improvement
5069 Ken Baker Building Co.		8,218.00	1 Transactions	
4867 Lacrosse Truck Center Inc				
13-330-000-0000-6575		87.16	PARTS 121815	310890 Machinery Parts
13-330-000-0000-6575		319.95	PARTS 121815	311251 Machinery Parts
4867 Lacrosse Truck Center Inc		407.11	2 Transactions	
3032 Motor Parts & Equipment Inc				
13-330-000-0000-6575		3.90	PARTS 121815	15910 Machinery Parts
13-330-000-0000-6575		40.29	PARTS 121815	16811 Machinery Parts
3032 Motor Parts & Equipment Inc		44.19	2 Transactions	
3594 Napa Auto Parts				
13-330-000-0000-6576		5.79	SUPPLIES 121815	919640 Shop Supplies & Tools
13-330-000-0000-6575		1.43	PARTS 121815	920584 Machinery Parts
3594 Napa Auto Parts		7.22	2 Transactions	
8080 Plunkett's Pest Control, Inc				
13-330-000-0000-6317		50.89	PEST CONTROL 121815	5203802 Building Maintenance
13-330-000-0000-6317		66.20	PEST CONTROL 121815	5203803 Building Maintenance
8080 Plunkett's Pest Control, Inc		117.09	2 Transactions	
137 Praxair Distribution Inc				
13-330-000-0000-6576		135.00	SUPPLIES 121815	7099E Shop Supplies & Tools
137 Praxair Distribution Inc		135.00	1 Transactions	
5988 Preston Auto Parts				
13-330-000-0000-6576		97.19	SUPPLIES 121815	450377 Shop Supplies & Tools
13-330-000-0000-6575		25.60	PARTS 121815	450559 Machinery Parts

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6576		25.99	SUPPLIES 121815	450559 Shop Supplies & Tools
13-330-000-0000-6576		16.57	SUPPLIES 121815	451184 Shop Supplies & Tools
13-330-000-0000-6576		15.98	SUPPLIES 121815	451302 Shop Supplies & Tools
13-330-000-0000-6576		13.22	SUPPLIES 121815	451464 Shop Supplies & Tools
13-330-000-0000-6576		18.89	SUPPLIES 121815	451476 Shop Supplies & Tools
13-330-000-0000-6575		17.58	PARTS 121815	451524 Machinery Parts
13-330-000-0000-6576		26.54	SUPPLIES 121815	451527 Shop Supplies & Tools
13-330-000-0000-6576		1.52	SUPPLIES 121815	451605 Shop Supplies & Tools
13-330-000-0000-6576		14.22	SUPPLIES 121815	451644 Shop Supplies & Tools
13-330-000-0000-6576		13.22	SUPPLIES 121815	451735 Shop Supplies & Tools
13-330-000-0000-6576		11.72	SUPPLIES 121815	451742 Shop Supplies & Tools
13-330-000-0000-6576		14.99	SUPPLIES 121815	451857 Shop Supplies & Tools
13-330-000-0000-6575		29.54	PARTS 121815	451879 Machinery Parts
13-330-000-0000-6576		42.66	SUPPLIES 121815	451902 Shop Supplies & Tools
13-330-000-0000-6576		18.78	SUPPLIES 121815	451903 Shop Supplies & Tools
13-330-000-0000-6575		1.58	PARTS 121815	451928 Machinery Parts
13-330-000-0000-6575		6.79	PARTS 121815	452011 Machinery Parts
13-330-000-0000-6576		35.48	SUPPLIES 121815	452055 Shop Supplies & Tools
13-330-000-0000-6576		5.49	SUPPLIES 121815	452279 Shop Supplies & Tools
13-330-000-0000-6576		184.56	SUPPLIES 121815	452427 Shop Supplies & Tools
13-330-000-0000-6576		9.60	SUPPLIES 121815	452447 Shop Supplies & Tools
13-330-000-0000-6576		9.99	SUPPLIES 121815	452455 Shop Supplies & Tools
13-330-000-0000-6576		47.58	SUPPLIES 121815	452921 Shop Supplies & Tools
13-330-000-0000-6576		45.80	SUPPLIES 121815	452926 Shop Supplies & Tools
13-330-000-0000-6576		14.89	SUPPLIES 121815	452937 Shop Supplies & Tools
13-330-000-0000-6576		56.00	SUPPLIES 121815	452957 Shop Supplies & Tools
5988 Preston Auto Parts		821.97		28 Transactions
5753 RDO Equipment Co				
13-330-000-0000-6575		104.74	PARTS 121815	P52907 Machinery Parts
5753 RDO Equipment Co		104.74		1 Transactions
361 Thompson Motors Of Wykoff Inc				
13-330-000-0000-6575		25.22	PARTS 121815	1236006 Machinery Parts
13-330-000-0000-6575		154.57	PARTS 121815	1236034 Machinery Parts
13-330-000-0000-6575		431.25	PARTS 121815	1236075 Machinery Parts
13-330-000-0000-6575		560.00	PARTS 121815	1236107 Machinery Parts
361 Thompson Motors Of Wykoff Inc		1,171.04		4 Transactions

SBOELTER
 12/9/15 5:00PM
 13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
				Paid On Bhf #	
7757	Universal Truck Equipment Inc				
	13-330-000-0000-6575		954.75	PARTS 121815	40170 Machinery Parts
	13-330-000-0000-6576		700.50	SUPPLIES 121815	40170 Shop Supplies & Tools
	13-330-000-0000-6575		1,147.84	PARTS 121815	40171 Machinery Parts
	13-330-000-0000-6575		306.48	PARTS 121815	40344 Machinery Parts
	13-330-000-0000-6575		489.00	PARTS 121815	40390 Machinery Parts
7757	Universal Truck Equipment Inc		3,598.57	5 Transactions	
3761	W.D. Larson Co Ltd Inc				
	13-330-000-0000-6575		80.88	FILTERS 121815	26034 Machinery Parts
	13-330-000-0000-6576		45.00	SUPPLIES 121815	26034 Shop Supplies & Tools
3761	W.D. Larson Co Ltd Inc		125.88	2 Transactions	
3368	Western Petroleum Company d/b/a Tran				
	13-330-000-0000-6565		845.16	HYDRAULIC OIL 121815	117502 Motor Oil And Lubricants
	13-330-000-0000-6565		1,027.80	MOTOR OIL 121815	117502 Motor Oil And Lubricants
3368	Western Petroleum Company d/b/a Tran		1,872.96	2 Transactions	
330	DEPT Total:		49,571.85	Equipment Maintenance Shops	22 Vendors 107 Transactions
13	Fund Total:		65,847.60	County Road & Bridge	126 Transactions

SBOELTER
 12/9/15 5:00PM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
390	DEPT			Resource Recovery Center		
8275	Martin/Jon 14-390-000-0000-6311		301.39	Heater	11/21/2015	Miscellaneous Repairs And Maintenance
8275	Martin/Jon		301.39	1 Transactions		
5988	Preston Auto Parts 14-390-000-0000-6311		19.99	Circuit Breaker	452322	Miscellaneous Repairs And Maintenance
5988	Preston Auto Parts		19.99	1 Transactions		
4617	RECYCLING ASSOCIATION OF MN 14-390-000-0000-6242		150.00	Gov Memb 2015 Paulson	3583	Membership Dues
4617	RECYCLING ASSOCIATION OF MN		150.00	1 Transactions		
3634	Spring Valley Overhead Door Company Ii 14-390-000-0000-6311		297.55	Relays	42400	Miscellaneous Repairs And Maintenance
3634	Spring Valley Overhead Door Company Ii		297.55	1 Transactions		
7385	Veolia Environmental Services 14-390-000-0000-6862		7,755.62	Service	528038786	Management Of Problem Wastes
7385	Veolia Environmental Services		7,755.62	1 Transactions		
390	DEPT Total:		8,524.55	Resource Recovery Center	5 Vendors	5 Transactions
14	Fund Total:		8,524.55	Sanitation Fund		5 Transactions

SBOELTER
 12/9/15 5:00PM
 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		
	3180 Professional Engineering Services,Ltd				
	23-350-000-0000-6265		1,276.49 #5 Proj Mnmnt Txwy Wide Site P	5	Airport Consulting
	3180 Professional Engineering Services,Ltd		1,276.49	1 Transactions	
350	DEPT Total:		1,276.49 County Airport	1 Vendors	1 Transactions
23	Fund Total:		1,276.49 County Airport Fund		1 Transactions

SBOELTER
 12/9/15 5:00PM
 73 Greenleafton Septic Projec

*** 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
612 DEPT		STS Home Repairs Assessments		
3567 STS Plumbing & Heating, LLP				
73-612-000-0000-6321		500.25 STS Home Repair Miner	6615	Other Repair And Maintenance
73-612-000-0000-6321		514.89 STS Home Repair Roelfs	6642	Other Repair And Maintenance
73-612-000-0000-6321		262.43 STS Home Repairs Yonts	6690	Other Repair And Maintenance
3567 STS Plumbing & Heating, LLP		1,277.57 3 Transactions		
612 DEPT Total:		1,277.57 STS Home Repairs Assessments	1 Vendors	3 Transactions
73 Fund Total:		1,277.57 Greenleafton Septic Project		3 Transactions
Final Total:		106,545.79 147 Vendors	277 Transactions	

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	28,885.79	County Revenue Fund	
	12	733.79	INFRA FUND	
	13	65,847.60	County Road & Bridge	
	14	8,524.55	Sanitation Fund	
	23	1,276.49	County Airport Fund	
	73	1,277.57	Greenleafton Septic Project	
	All Funds	106,545.79	Total	Approved by,
			
			



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 01-251-000-0000-6203		46.71	Phones	1358856904	Telephone
3219	Centurylink		46.71	1 Transactions		
85440	Centurylink 01-203-000-0000-6203		97.03	Spring Valley phone	acct 301264120	Telephone
	01-251-000-0000-6203		541.51	Phones	acct 301269917	Telephone
	01-102-000-0000-6203		47.90	11/26-12/25 phones	acct 301269931	Telephone
	01-251-000-0000-6203		65.66	Phones	acct 406899378	Telephone
85440	Centurylink		752.10	4 Transactions		
4574	Hanson/Robert G. 01-125-000-0000-6377		130.00	Nov 2015 Van trips-VA hospital		Fees And Service Charges
4574	Hanson/Robert G.		130.00	1 Transactions		
695	Hauser/John 01-125-000-0000-6377		260.00	Nov 2015 Van Trips-VA hospital		Fees And Service Charges
695	Hauser/John		260.00	1 Transactions		
4728	Kaase/Thomas 01-251-000-0000-6379		3,960.00	Nov 2015 Board of Prisoners		Board Of Prisoners
4728	Kaase/Thomas		3,960.00	1 Transactions		
4504	Laughlin/Ronald D. 01-125-000-0000-6377		520.00	Oct 2015 Van trips-VA hospital		Fees And Service Charges
4504	Laughlin/Ronald D.		520.00	1 Transactions		
6094	MN Energy Resources Corporation 01-111-000-0000-6255		554.01	101 W Fillmore St-gas	4037435-7	Gas
	01-111-000-0000-6255		582.99	902 Houston St-gas	4372592-8	Gas
6094	MN Energy Resources Corporation		1,137.00	2 Transactions		
308	Preston Public Utilities 01-111-000-0000-6251		2,135.91	902 Houston St NW-utilities	acct4 470 1115	Electricity
	01-251-000-0000-6251		1,887.52	901 Houston St NW-utilities	acct4 471 340	Electricity
	01-111-000-0000-6251		3,774.01	101 Fillmore St W utilities	acct8 8833 822	Electricity
308	Preston Public Utilities		7,797.44	3 Transactions		

1 Fund Total: 14,603.25 County Revenue Fund 8 Vendors 14 Transactions



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5011	Alcon Construction Corp 13-320-000-0000-6341		22,147.88	599-186 T/B #3	SAP 23-599-186	Township Bridge Construction
5011	Alcon Construction Corp		22,147.88	1 Transactions		
2208	Canton City 13-330-000-0000-6251		70.78	UTILITIES 121115	44	Electricity
2208	Canton City		70.78	1 Transactions		
3219	Centurylink 13-300-000-0000-6203		34.87	TELEPHONE 121115	83398791	Telephone
3219	Centurylink		34.87	1 Transactions		
85440	Centurylink 13-300-000-0000-6203		46.61	TELEPHONE 121115	301264100	Telephone
	13-300-000-0000-6203		182.36	TELEPHONE 121115	301269901	Telephone
	13-300-000-0000-6203		210.96	TELEPHONE 121115	301269908	Telephone
85440	Centurylink		439.93	3 Transactions		
288	City Of Peterson 13-330-000-0000-6251		146.57	UTILITIES 121115	108A	Electricity
288	City Of Peterson		146.57	1 Transactions		
7542	Fillmore Co Treasurer 13-330-000-0000-6561		629.57	NOVEMBER FUEL 121115		Gasoline Diesel And Other Fuels
7542	Fillmore Co Treasurer		629.57	1 Transactions		
3956	Icon Constructors, LLC 13-320-000-0000-6341		137,320.94	599-196-T/B #1	SAP 23-599-196	Township Bridge Construction
	13-320-000-0000-6351		9,500.00	599-196 Sumner	SAP 23-599-196	Local Cost Participation
3956	Icon Constructors, LLC		146,820.94	2 Transactions		
3388	Minnowa Construction Inc 13-320-000-0000-6341		18,413.85	599-151 T/B #3	SAP 23-599-151	Township Bridge Construction
	13-320-000-0000-6343		21,830.15	625-09 R/C #3	SAP 23-625-09	Regular Construction Contracts
	13-320-000-0000-6348		87,320.58	625-09 Fed #3	SP 23-625-09	Fed Construction
	13-320-000-0000-6361		153,952.25	625-09 B/B #2	SP 23-625-09	State Bridge Bonding (Fund29)
3388	Minnowa Construction Inc		281,516.83	4 Transactions		
308	Preston Public Utilities 13-330-000-0000-6251		572.78	UTILITIES 121115	4458327	Electricity



<u>Vendor No.</u>	<u>Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	13-330-000-0000-6251			41.33	UTILITIES	121115	4459875	Electricity
	13-330-000-0000-6251			40.03	UTILITIES	121115	4473A342	Electricity
	13-330-000-0000-6251			786.37	UTILITIES	121115	4473B341	Electricity
308	Preston Public Utilities			1,440.51		4 Transactions		
1487	Waste Management - WI-MN							
	13-330-000-0000-6251			42.01	UTILITIES	121115	306472427609	Electricity
1487	Waste Management - WI-MN			42.01		1 Transactions		
13 Fund Total:				453,289.89	County Road & Bridge		10 Vendors	19 Transactions

CJOHNSON
 12/9/15 6:42PM
 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>
3219	Centurylink 14-390-000-0000-6203		0.13	phone	1358860390	Telephone
3219	Centurylink		0.13	1 Transactions		
85440	Centurylink 14-390-000-0000-6203		49.87	11/26-12/25 Phones	301270054	Telephone
85440	Centurylink		49.87	1 Transactions		
308	Preston Public Utilities 14-390-000-0000-6251		373.42	727 Hwy 16 & 52 E	acct4-457 326	Electricity
308	Preston Public Utilities		373.42	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6456		7,620.86	10/26-11/25 Roll-Off	3063593-2760-8	Recycling Materials
1487	Waste Management - WI-MN		7,620.86	1 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		1,195.26	12/1/15 hshld	20373	Landfill Tipping Fees
5882	Winneshiek County Landfill		1,195.26	1 Transactions		
14 Fund Total:			9,239.54	Sanitation Fund	5 Vendors	5 Transactions

CJOHNSON
 12/9/15 6:42PM
 83 Prepaid Tax Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
110 Fillmore Co Treasurer 83-883-000-0000-6803		1,200.00	2014-COJ 555.66 & 2015 644.34	Pre Paid Tax Refund
110 Fillmore Co Treasurer		1,200.00	1 Transactions	
83 Fund Total:		1,200.00	Prepaid Tax Fund	1 Vendors 1 Transactions

CJOHNSON
 12/9/15 6:42PM
 87 State Revenue And School

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
110 Fillmore Co Treasurer				
87-000-000-0000-2470		13,267.46	Mtg Tax-Nov 2015	Mortgage Reg Tax-State
87-000-000-0000-2471		21,449.68	Deed tax-Nov 2015	State Deed Tax-State
110 Fillmore Co Treasurer		34,717.14	2 Transactions	
87 Fund Total:		34,717.14	State Revenue And School Fund	1 Vendors 2 Transactions
Final Total:		513,049.82	25 Vendors	41 Transactions

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	14,603.25	County Revenue Fund	
	13	453,289.89	County Road & Bridge	
	14	9,239.54	Sanitation Fund	
	83	1,200.00	Prepaid Tax Fund	
	87	34,717.14	State Revenue And School Fund	
	All Funds	513,049.82	Total	Approved by,
			
			

RESOLUTION

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

Date _____ Resolution No. 2015-_____

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS, the City of Rushford has requested that Fillmore County act as the sponsoring agency for a Safe Routes to School grant application within the City of Rushford which includes Fillmore County acting as the fiscal agent the project, and

WHEREAS, the City of Rushford will ultimately be responsible for all costs not covered by such grant application as well as other liabilities that may arise from such a project,

WHEREAS, the City of Rushford does not intend to ask or require any participation, financial or otherwise, from Fillmore County other than the use of the County Engineer to act as the County’s agent in dealing with matters related to the County acting as fiscal agent for this project, and

BE IT RESOLVED, that the County of Fillmore act as sponsoring agency for a Safe Routes to School (SRTS) Project within the City of Rushford and acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to act as agent on behalf of the City of Rushford.

VOTING AYE

Commissioners Bakke Prestby Dahl Root Lentz

VOTING NAY

Commissioners Bakke Prestby Dahl Root Lentz

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 _____, 2015.

Witness my hand and official seal at Preston, Minnesota the ____ day of _____, 2015.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

REQUEST FOR COUNTY BOARD ACTION

AGENDA DATE: 12/15/2015 ITEM NO.: _____
PREPARED BY: _____ DEPT.: Zoning Feedlots

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

Need Board Chairs Signature on MPCA County Feedlot Program Delegation Agreement Work Plan

REVIEWED BY: _____
COUNTY COORDINATOR

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

MPCA County Feedlot Program Delegation Agreement Work Plan

Work Plan Years:	2016 - 2017
County:	Fillmore County
County Feedlot Officer(s):	Michael P. Frauenkron
Primary Contact Person:	Michael P. Frauenkron
Telephone Number(s):	507-765-2539
E-mail Address(es):	mfrauenkron@co.fillmore.mn.us
Amendment #:	

The revised rules adopted on October 23, 2000 and updated in January 2015, require a Delegated County (County) to prepare a Delegation Agreement that describes the County's plans/strategies and goals for administration and implementation of the Feedlot Program. The attached Work Plan satisfies the Minnesota Rules Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the Delegated County and the Minnesota Pollution Control Agency (MPCA) annually.

Minnesota legislative appropriation language (Minnesota Statutes 116.0711) contains provisions for reducing grants to Delegated Counties if they do not meet minimum program requirements (MPRs) as set forth in this document. Counties that fail to meet the 7% inspection rate MPR and/or 90% of non-inspection MPRs are subject to having base grant reductions and/or loss of eligibility for a performance award.

For any feedlot in which a County employee or a member of the County employee's immediate family has an ownership interest, the County employee will not:

- (a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot;
- (b) Conduct or review inspections for the feedlot.

This County Feedlot Program Delegation Agreement and Work Plan have been prepared by the County for the period of January 1, 2016 - December 31, 2017. The County agrees with the terms and conditions established in this Agreement and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Work Plan will be reviewed by the MPCA after completion of the first year of the Agreement and, if necessary, will be revised.

Signature of Chair of Board of County Commissioners	Date

A. Strategies

The strategies component fulfills County rule requirements (7020.1600, Subp. 3a.) that state the County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities.

Registration Strategy

1. Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt. For additional methods and requirements see the Annual Report Guidance document.
 - a. A 30-day Registration Receipt Letter
 - b. A 30-day Inspection Letter that contains confirmation of re-registration
 - c. A permit cover letter or Certificate of Registration that contains confirmation of re-registration.
 - d. Verbal notification of re-registration as documented by a log.

A, b, c

2. Please indicate the type of registration form used by the County.
 - a. MPCA standard registration form
 - b. County designed form (A copy of the form must be attached to the completed work plan.)

A

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or newly constructed animal holding or manure storage areas.

If there is a significant change in a.u.'s or new construction the County will conduct a site inspection as soon as possible. Registration will be updated and thresholds will be checked for CUPs. If needed a LOW may be issued.

4. Please describe the strategy and timeline that the County intends to follow to address facilities that have not met the re-registration deadline by January 1, 2014 and/or any continuous registration strategy over the next two years.

4 m/c 11-30-15
The county will send written notification of re-registration 2 times and then those sites that have not re-registered the County will follow up with the land owner via phone call. If no contact a follow-up site inspection may be performed and/or the County will re-register the site.

Inspection Strategy For assistance with completing this part of the work plan please see Appendix A. A County must set inspection plans and goals for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

Using the table below, please complete an inspection strategy in accordance with the following factors. The County's inspection strategy must include required goals, as applicable to the County, for conducting inspections at these sites:

- a. Sites proposing construction or expansion

- b. Sites with an Interim or Construction Short Form (CSF) permit. A CSF permit applies to sites with ≥ 900 AU.
- c. Sites with signed open lot agreements (OLAs) that have never been inspected
- d. Sites required to be registered that have never been inspected

Required Inspection Strategies

Strategy Goal	Inspection Goal 2016*	Inspection Goal 2017*
Sites proposing construction or expansion	10	10
Sites with an Interim or CSF permit	6	6
Sites with OLAs that have never been inspected	20	20
Sites required to be registered that have never been inspected	10	10
Total	46	46

**If applicable, enter a number or range for the number of sites the County predicts will be completed for each required strategy goal. If not applicable, simply enter N/A. There will not be a penalty if the County does not meet strategy goal numbers as long as there is a valid reason and the County communicates with the MPCA regional staff in a timely manner.*

The County's inspection strategy can also include goals, as applicable, for conducting inspections at high risk/high priority sites and/or low risk/low priority sites. Examples of these are listed below.

HIGH RISK/HIGH PRIORITY SITES

- a) Sites within shoreland and/or a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS) and/or a TMDL.
- b) Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.
- c) Sites that have an OLA and/or an open lot without runoff controls.
- d) Conduct Level 2 or 3 land application inspections within a formally designated area such as a TMDL.
- e) Alternative strategy.

LOW RISK/LOW PRIORITY SITES

- a) Sites within a specified size category such as 300 – 499 AU or 500 – 999 AU.
- b) Sites within a watershed, township or other formally designated area.
- c) Conduct Level 2 or 3 land application inspections within a watershed, township or other formally designated area.
- d) Level 2 or 3 land application inspections as part of a compliance inspection or a Level 3 land application inspection conducted at non-NPDES sites >300 AU.
- e) Conduct inspections at all sites in the county on a five year or less rotating basis.
- f) Alternative strategy.

Inspection Strategies

Strategy Goal	Inspection Goal 2016*	Inspection Goal 2017*
<i>Example from list above</i> HIGH RISK/HIGH PRIORITY SITES	A, b	A, b

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<i>Example from list above</i> HIGH RISK/HIGH PRIORITY SITES	C	C
<i>Example from list above</i> HIGH RISK/HIGH PRIORITY SITES	D	D
<i>Alternative strategy</i> LOW RISK/LOW PRIORITY SITES	A	A
Total	6	6

Root River WRAPS and Upper Iowa WRAPS.

*Enter the number of inspections the County predicts will be completed for each category.

Note: Numbers entered for Level 3 land application strategy goals must be quantified by feedlot sites and not individual farm fields.

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Inspection Strategy Totals

	Inspection Goal 2016*	Inspection Goal 2017*
Total	52	52

*Enter the total inspections from both the Required Inspection Strategies and Inspection Strategies tables above.

Compliance Strategy

1. Please state the various method(s) and practice(s) that the County will use in response to production site inspections that result in non-compliance, including facilities that have failed to meet OLA timelines:
 - a. Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30 days or less.
 - b. Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
 - c. Issue an Interim Permit that includes timelines for corrective actions.
 - d. Document in a letter to the owner that indicates another agency (NRCS or SWCD) is working to correct identified pollution hazards.
 - e. Other strategies, as described in the space below.

A through E

2. Please indicate in the space below the various method(s) and practice(s) that the County will use in response to land application inspections that result in non-compliance:
 - a. Address non-compliance at the same time the facility non-compliance is addressed. See above.
 - b. Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30 days or less.
 - c. Issue an LOW or NOV that will include corrective actions and deadlines.
 - d. Document in a letter to the owner that indicates another agency (NRCS or SWCD) is working to correct identified pollution hazards.
 - e. Other strategies, as described in the space below.

C if repeated and b.

3. Please state the timelines (scheduled compliance goals) that the County intends to meet when using the methods and practices identified under Item 1 and Item 2:

- a. Notification of inspection results informing the producer of non-compliance including the listing of any corrective action that can be completed within 30 days. Follow-up contact/communication to evaluate producer progress.
- b. Decision to escalate compliance action where progress on corrective actions is not forthcoming.

A depending on size and b.

Owner Assistance Strategy

- 1. Please state the number and type of activities you plan to conduct. (Examples: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing.)

Newspaper articles (Fillmore County Journal), distribute Manure sample kits. CAWT training by SE group.

- 2. Please state the number of producers you expect will attend training and education activities if any are proposed.

5 Newspaper County wide and part of Houston County. CAWT training. 30

- 3. Will you be keeping track of the number of producer contacts? If so, how will it be tracked?

Yes A rough/estimate log will be kept.

B. Delegated County Minimum Program Requirements (MPRs)

MN Stat. 116.0711 Subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

1. Inspection MPR

A delegated County must inspect 7% or more of their State required registered feedlots annually, as determined by the table below, to be eligible for the Inspection MPR award. A feedlot inspection and/or a Level 2 or 3 land application inspection may only count once towards the 7% inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the 7% inspections should be compliance (on site) inspections. The remaining half can be a combination of construction/interim permit, Level 2 and Level 3 inspections.

Inspection MPRs	July 1 – Dec. 31, 2016	Jan. 1 – Dec 31 2017
1. Agency-approved number required to be registered by the State. (Please enter the number that is shown for your County on the 2016 County Program Base Grant Award Schedule in Appendix B.)	737	737
2. County – Agency agreed upon inspection rate. (This is 7% for 2016 and 2017 unless otherwise negotiated.)	7%	7%
3. County – Agency agreed upon inspection number for the identified time period.	52	52

2. Other MPRs

Registration MPRs	YES	NO
<p>1. The County will register and maintain registration data in the Tempo database in accordance with MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C.</p> <p><i>A County program review should indicate that the County uses the MPCA standard feedlot registration form or has been approved to use a County-designed registration form and updates Tempo with the registration information acquired from registration farms and/or permit applications. Tempo fields that must be updated continuously include shoreland status, DWSSMA and OLA as agreed to by FMT-MACFO in 2013.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The County Issues a registration receipt to the feedlot owner within 30 days of receipt of the registration form. (7020.0350, Subp. 5.)</p> <p><i>A file review should indicate that the County has fulfilled the registration receipt requirement as stated in their registration work plan strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>3. The County maintains a record of all compliance inspections, including land application review results, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) a completed copy of the Non-NPDES Inspection Checklist. (7020.1600, Subp. 2. H.)</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation in accordance with the above requirement.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The County completes entry of data from all feedlot compliance inspections, including land application review results, at feedlots required to be registered, into Delta and in accordance with Delta inspection fields by February 1 of the year following the end of the program year. (7020.1600, Subp. 2. H.)</p> <p><i>A Delta/Tempo database query should indicate the entry of inspection data into Tempo occurs within required parameters.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The work plan contains an inspection strategy that has been approved by the agency. (7020.1600, Subp. 3a.B.(1-2))</p> <p><i>The Annual Inspection Strategy Progress report (located in the Supplemental Information Page section of the Annual County Feedlot Officer and Performance Credit Report) should indicate that the County initiated inspection plans and goals as stated in their inspection strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Compliance MPRs	YES	NO
<p>6. The County will notify the producer, in writing, of the results for any compliance inspection conducted. The notification must include a completed copy of the Non-NPDES Inspection Checklist. (7020.1600, Subp. 3a.B. (5a.))</p> <p><i>A file review should indicate that the County has notified the producers of compliance inspection results. Notification must be in writing either by letter or by a document and signed by the producer that he/she has viewed and agree with the completed inspection report and waives any further notification of results by mail.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The County will bring feedlot operations into compliance through the implementation of</p>		

<p>scheduled compliance goals as stated in their compliance strategy (7020.1600, Subp. 3a.B.(5)).</p> <p><i>A file review should indicate that in matters of non-compliance the County followed their compliance strategies.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status. (7020.1600, Subp. 2.H.)</p> <p><i>When a County records a corrective action in Delta/Tempo the file should contain documentation by either the County or another party verifying that the corrective action was implemented and/or installed. (A separate inspection should be entered in Tempo to show return to compliance.) most</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99. (7020.0505, Subp. 5.B.)</p> <p><i>A file review should indicate that the County date stamps all application components and if applicable uses letters to notify producers of incomplete applications. An application component received by the county electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>10. The County will make sure all permit applications are complete. (7020.1600, Subp. 2.C.)</p> <p><i>A file review should indicate that the County uses an agency approved application checklist and that applications are complete.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>11. The County will ensure producer compliance with required notifications. (7020.2000, Subp. 4 and Subp. 5) as quick as I can.</p> <p><i>Public notifications for new or existing feedlots with a capacity of ≥500 AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> a. Owner's names or legal name of the facility; b. Location of facility - county, township, section, and quarter section; c. Species of livestock and total animal units; d. Types of confinement buildings, lots, and areas at the animal feedlot; and e. Types of manure storage areas <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> a. Newspaper (affidavit in file) b. Delivery by mail or in person; or c. As part of a county/township permitting process (CUP). 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. Appropriate permit issuance after completion of required notifications. (7020.2000, Subp. 5)</p> <p><i>A file review should indicate that permits have been issued after the appropriate number (20) of business days following public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140).</p> <p><i>A file review should indicate that a MMP and a MMP checklist completed by the County is on file for any interim permit issued (for a site ≥100 AU); that a manure management checklist completed by the CFO is on file for any CSF permit issued for a feedlot with ≥300 AU where manure is non-transferred; and that a completed copy of the document "MMP When Ownership of Manure Is Transferred" is on file for a feedlot with ≥300 AU where manure is transferred. to the best of my ability. mpf</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in 7020.2100.</p> <p><i>A file review should indicate that the County uses an agency approved LMSA checklist and that plans and specifications are complete.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued <u>or is addressed by the permit</u>. (7020.0500, Subp. 5.B. and 7001.0140)</p> <p><i>A file review should indicate that the County issues interim permits in appropriate situations and conducts an inspection prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Complaint Response MPR	YES	NO
<p>16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6))</p> <p><i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.</i></p> <p><i>The complaint log record includes the following information:</i></p> <ul style="list-style-type: none"> a. Type of complaint b. Location of complaint c. Date and time complaint was made d. Facts and circumstances related to the complaint e. A statement describing the resolution of the complaint 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
<p>17. The work plan contains owner assistance goals that have been approved by the agency. (7020.1600, Subp. 2.J.(5) and Subp. 3a.B.(7))</p> <p><i>The annual delegation review should indicate that the County initiated their plans in accordance with their owner assistance strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
<p>18. The CFO (and other feedlot staff) attends training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.) ME, MYSELF and I</p> <p><i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to MN Rules Ch. 7020 competency areas: regulating new construction; conducting inspections and evaluating compliance; handling complaints and reported spills; responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community. (See Annual CFO Report Form Guidance document for more information about Training Performance credits.) All training sessions attended by the County must be submitted using the Supplementary Report Form.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.1.)</p> <p><i>The County should maintain a pumping notification log. The record includes the following information:</i></p> <ul style="list-style-type: none"> a. <i>Names of the owners/legal facility name</i> b. <i>Location of the facility (county, township, section, quarter)</i> c. <i>Facility permit number</i> d. <i>Start date and number of days to removal</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (H.F. No. 2123, 86th Legislative Session, Article 1, Section 3, Subdivision 1)</p> <p><i>As of July 1 of the current program year the Annual CFO Report and an MPCA financial report (yet to be determined) for the previous program year should be on the County's website.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**2016 County Feedlot Program Delegation Agreement
and Work Plan Review**

A. County Need Requests Please state any specific resources that you are requesting the MPCA provide to help administer the County feedlot program in your County.
Need more training on MMP's. Need more training on Tempo360.

B. Agency Response to County Need Request
Additional Tempo training will continue to be provided for CFO's. Call your regional MPCA staff person if you need additional assistance with MMP's or Tempo. mpf ~~need~~

C. Documentation of Work Plan Revisions and/or Alternate Methods for Meeting MPRs Any work plan revisions including alternate methods for meeting MPRs that have been agreed to by both MPCA and the County must be documented in this space.

D. Work Plan Approval
The 2016 delegation agreement and work plan has Yes No
been reviewed and satisfactorily addresses delegation agreement requirements.

The comments as recorded in the above parts together with the signatures of represented parties constitute that review of the delegation agreement has been conducted and that agreement of County duties and goals by the MPCA and the County for the January 1 – December 31, 2016 period has been achieved.	Michael P. Frauenkron (County Feedlot Officer)
	<i>Michael P. Frauenkron</i> 11-17-2015 (Signature of County Feedlot Officer) (Date)
	Mark Gernes (MPCA Regional Staff)
	<i>Mark Gernes</i> 11-25-15 (Signature of MPCA Regional Staff) (Date)
	Michelle Die (MPCA County Development Lead)
<i>Michelle Die</i> 11-30-15 (Signature of MPCA County Development Lead) (Date)	

2017 County Feedlot Program Delegation Agreement and Work Plan Review

D. County Need Requests Please state any specific resources that you are requesting the MPCA provide to help administer the County feedlot program in your County.

E. Agency Response to County Need Request

F. Documentation of Work Plan Revisions and/or Alternate Methods for Meeting MPRs Any work plan revisions including alternate methods for meeting MPRs that have been agreed to by both MPCA and the County must be documented in this space.

E. Work Plan Approval

The 2017 delegation agreement and work plan has been reviewed and satisfactorily addresses delegation agreement requirements.

Yes No

The comments as recorded in the above parts together with the signatures of represented parties constitute that review of the delegation agreement has been conducted and that agreement of County duties and goals by the MPCA and the County for the January 1 – December 31, 2017 period has been achieved.	
	(County Feedlot Officer)
	(Signature of County Feedlot Officer) (Date)
	(MPCA Regional Staff)
	(Signature of MPCA Regional Staff) (Date)
	(MPCA County Development Lead)
(Signature of MPCA County Development Lead) (Date)	

Amendment: _____

	(Signature of MPCA County Development Lead)	(Date)
--	--	--------

Amendment: _____

Appendix A

2016 – 2017 Work Plan Inspection Strategy Guidance

The Inspection Strategy section of the work plan has been changed for 2016-2017. We have provided this guidance to ensure that Counties understand the work plan inspection strategy and can prepare inspection goals in line with applicable requirements.

There will be no penalty if the County does not meet their strategies as long as they have valid reasons for not meeting it. The MPCA understands this is only a plan and that things happen. But the expectation is that the CFO communicates with their regional staff in a timely manner if they feel they will not be able to meet their goals during the year.

Changes to the work plan inspection strategy for 2016 – 2017:

1. The production site and land application site inspection strategies have been combined.
 - Production site inspection. A production site inspection is a full compliance inspection where all applicable parts of the non-NPDES inspection checklist must be completed including a Level 1 land application review.
 - Land application inspection. Three types of land application inspections can be conducted - Level 1, Level 2 and Level 3. Remember that all full compliance inspections includes a Level 1 land application inspection as applicable to the site. The non-NPDES inspection checklist must be used to document land application inspection results and the results must be entered into Tempo. None of the three types of land application inspections on their own meet the definition of a compliance inspection. However, Level 2 and Level 3 land application inspections will count towards the 7% inspection rate (Level 2 as 1.0 inspection and Level 3 as ½ of an inspection). Credit for a Level 2 land application inspection will be given only if there are records available and if those records are sufficient to meet the Level 1 inspection requirement.

2. The production site inspection component has four mandatory inspection strategy requirements:
 - Sites proposing construction or expansion.
 - Sites receiving an Interim or Construction Short Form (CSF) permit. A CSF permit applies to sites with ≥300 AU.
 - Sites with signed open lot agreements (OLAs) that have never been inspected.
 - Sites required to be registered that have never been inspected.

3. Compliance and construction inspections conducted at sites required to be State registered count toward the 7% inspection rate. A Level 2 land application inspection does count toward the 7% inspection rate as 1.0 inspection. A Level 3 land application inspection does count towards the 7% inspection rate as 0.5 inspections.
4. The County must write an annual inspection strategy progress report. The inspection strategy progress report is included in the Supplemental Information Page of the Annual County Feedlot Officer and Performance Credit Report. The County needs to be realistic in their inspection strategy because they will be required to answer if they fail to meet their goals. See MPR No. 5.

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (production site and land application) and the time commitment required. The County should not design their inspection goals to simply meet the 7% minimum inspection rate. Rather the county is urged to set inspection goals according to their inspections needs such as feedlots that have never been inspected or feedlots with OLAs that have not been inspected.

Recommended approach for developing inspection goals

Step 1. The first step is to calculate the number of feedlots that the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance, construction, Level 2 or Level 3 inspections annually. Two Level 3 land application inspections are needed to be counted as 1.0 compliance or construction inspection.

Step 2. The second step is to calculate the number of sites in the county that are subject to the four required inspection strategy categories (see Item 2 above). For example a County may estimate that, based on past experience, they will need to inspect about 15 sites as a result of permit issuance requirements; and, they estimate that they have 10 sites with signed OLAs that have never been inspected; and, they estimate that they have 50 sites required to be registered that have never been visited. In this case the total number of sites needing to be inspected is 75.

Step 3. The third step is to decide how many inspections the County can conduct in each of the required categories over the next two years. The County must plan to inspect all sites each year where permits are being issued. However, counties may be able to complete only a fraction of the inspections over the next two years at feedlots that have never been inspected or with signed OLAs that have never been inspected. The reason is that some counties still have hundreds of sites that have never been inspected or sites with signed OLAs that have never been inspected. In the example used, the County has determined that they will do a total of 21 inspections annually (see Step 1) and that 15 of them will be due to permit issuances (Step 2). This leaves six inspections available for sites that are required to be registered but have never been inspected and sites with signed OLAs that have never been visited.

Step 4. This step only applies to Counties where the number of planned inspections, as defined by the four required inspection strategy categories, is less than 7% of the total number of feedlots in the County. In that event, the County must choose additional inspection strategies (listed in the work plan or proposed by the County as high risk/priority or low risk/priority) whereby the County will be assured of meeting the 7% minimum inspection requirement.

Appendix B

FY 2016 County Program Base Grant Award Schedule

July 1, 2015 - June 30, 2016

\$1,959,000 Appropriation

1. The funding rate for 2016 is \$68.72/feedlot for Part B and \$30.17 for Part C.
2. Data from the January 1, 2014 Registration Update is used for the Feedlots Eligible-for-Funding column.
3. Eight counties receive the minimum funding of \$7,500 as provided by statute.

Delegated County	Feedlots Eligible for Funding	Part B. Base Grant Award	County Match Requirement	Part C. MPR Award	Total Award
Big Stone	40	\$7,500	\$5,250		\$7,500
Blue Earth	363	\$24,945	\$24,945	\$10,952	\$35,897
Brown	386	\$26,526	\$26,526	\$11,646	\$38,172
Carver	238	\$16,355	\$16,355	\$7,180	\$23,536
Clay	105	\$7,216	\$7,216	\$3,168	\$10,383
Cottonwood	257	\$17,661	\$17,661	\$7,754	\$25,415
Dakota	161	\$11,064	\$11,064	\$4,857	\$15,921
Dodge	237	\$16,287	\$16,287	\$7,150	\$23,437
Douglas	420	\$28,862	\$28,862	\$12,671	\$41,534
Faribault	362	\$24,877	\$24,877	\$10,922	\$35,799
Fillmore	737	\$50,647	\$50,647	\$22,235	\$72,882
Freeborn	295	\$19,585	\$19,585	\$8,598	\$28,184
Goodhue	685	\$47,073	\$47,073	\$20,666	\$67,740
Houston	414	\$28,450	\$28,450	\$12,490	\$40,940
Jackson	330	\$22,678	\$22,678	\$9,956	\$32,634
Kandiyohi	445	\$30,580	\$30,580	\$13,426	\$44,006
Kittson	18	\$7,500	\$5,250		\$7,500
Lac Qui Parle	194	\$13,332	\$13,332	\$5,853	\$19,185
Lake of the Woods	25	\$7,500	\$5,250		\$7,500
Le Sueur	172	\$11,820	\$11,820	\$5,189	\$17,009
Lincoln	414	\$28,450	\$28,450	\$12,490	\$40,940
Lyon	282	\$19,379	\$19,379	\$8,508	\$27,887
McLeod	329	\$22,609	\$22,609	\$9,926	\$32,535
Marshall	41	\$7,500	\$5,250		\$7,500
Martin	474	\$32,573	\$32,573	\$14,301	\$46,874
Meeker	253	\$17,386	\$17,386	\$7,633	\$25,019
Morrison	618	\$42,469	\$42,469	\$18,645	\$61,114
Mower	381	\$26,182	\$26,182	\$11,495	\$37,677
Murray	425	\$29,206	\$29,206	\$12,822	\$42,028
Nicollet	316	\$21,716	\$21,716	\$9,534	\$31,249
Nobles	432	\$29,687	\$29,687	\$13,033	\$42,720
Norman	45	\$7,500	\$5,250		\$7,500
Otter Tail	0	\$0	\$0	\$0	\$0
Pennington	38	\$7,500	\$5,250		\$7,500

Pipestone	451	\$30,993	\$30,993	\$13,807	\$44,599
Polk	77	\$5,291	\$5,291	\$2,323	\$7,615
Pope	294	\$20,204	\$20,204	\$8,870	\$29,074
Red Lake	38	\$7,500	\$5,250		\$7,500
Renville	288	\$19,791	\$19,791	\$8,889	\$28,480
Rice	287	\$19,723	\$19,723	\$8,669	\$28,381
Rock	512	\$35,185	\$35,185	\$15,447	\$50,632
Sibley	289	\$19,850	\$19,850	\$8,719	\$28,579
	1,49				
Stearns	1	\$102,462	\$102,462	\$44,983	\$147,445
Steele	251	\$17,249	\$17,249	\$7,573	\$24,821
Stevens	130	\$8,934	\$8,934	\$3,922	\$12,856
Swift	157	\$10,789	\$10,789	\$4,737	\$15,526
Todd	662	\$46,867	\$46,867	\$20,576	\$67,443
Traverse	34	\$7,500	\$5,250		\$7,500
Wadena	99	\$6,803	\$6,803	\$2,987	\$9,790
Waseca	234	\$16,080	\$16,080	\$7,060	\$23,140
Watsonwan	184	\$12,644	\$12,644	\$5,531	\$18,196
Winona	555	\$38,140	\$38,140	\$16,744	\$54,884
Wright	283	\$18,073	\$18,073	\$7,935	\$26,008
Yellow Medicine	271	\$18,623	\$18,623	\$8,176	\$26,799
TOTAL	16,509	\$1,175,326	\$1,157,326	\$489,859	\$1,664,985

REQUEST FOR COUNTY BOARD ACTION

AGENDA DATE: December 15, 2015 ITEM NO.: 1
PREPARED BY: Cristal Adkins, Zoning Administrator DEPT: Zoning

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

The Zoning Office would like the Fillmore County Commissioners to review a Conditional Use Permit request for Peter and Katie Hershberger for a Sawmill on their property.

A public hearing was held by the Fillmore County Planning Commission on November 19, 2015. There were no public comments in opposition of the Hershbergers Sawmill and the Planning Commission voted unanimously to recommend this project for approval by the Fillmore County Commissioners. The Hershbergers have a sufficiently adequate area for the Sawmill and for off road loading and loading of materials at the site.

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

REVIEWED BY: 
COUNTY COORDINATOR

All requests for County Board agenda time must be in the office of the County Coordinator by **12:00 p.m. Thursday** to be on the agenda for the following Tuesday's meeting of the County Board of Commissioners.

RESOLUTION

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

Date _____ Resolution No. _____

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS; Peter and Katie Hershberger of 10719 – 351st Avenue, Canton, MN 55922 have petitioned for a Conditional Use Permit for a Sawmill on their property located in the NE ¼ of the SE ¼ of Section 31 Canton Township; and

WHEREAS; the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on November 19, 2015; and

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

NOW THEREFORE BE IT RESOLVED; that the Fillmore County Board of Commissioners hereby issue to Peter and Katie Hershberger of 10719 – 351st Avenue, Canton, MN 55922 a Conditional Use Permit for a Sawmill on their property located in the NE ¼ of the SE ¼ of Section 31 Canton Township.

VOTING AY

Commissioners Bakke Prestby Lentz Dahl Root

VOTING

NAY
Commissioners Bakke Prestby Lentz Dahl Root

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 _____, 2015.

Witness my hand and official seal at Preston, Minnesota the _____ day of _____, 2015.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

FILLMORE COUNTY PLANNING COMMISSION
Criteria for Granting Conditional Use Permits

In the matter of the Peter & Katie Hershberger Sawmill Conditional Use Permit
Date: November 19, 2015

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

The Fillmore County Planning Commission finds that:

This Sawmill will not put a burden on streets or other public facilities.

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

The Fillmore County Planning Commission finds that:

The use is compatible with other uses in the area.

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

The Fillmore County Planning Commission finds that:

This Sawmill will not adversely affect adjacent properties.

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

The Fillmore County Planning Commission finds that:

This Sawmill does meet a need in the county.

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

The Fillmore County Planning Commission finds that:

The use of the Sawmill is consistent with the Zoning Ordinance.

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

The Fillmore County Planning Commission finds that:

This Sawmill will not cause a traffic hazard or congestion.

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

The Fillmore County Planning Commission finds that:

The Sawmill will not adversely affect nearby neighbors and there are no nearby businesses.

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

The Fillmore County Planning Commission finds that:

The owner has complied with these conditions.

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

- a. the prevention of soil erosion and other possible pollution of public waters, both during and after

construction; and

- b. the visibility of structures and other facilities as viewed from public waters is limited; and
- c. the site is adequate for water supply and onsite sewage treatment.

The Fillmore County Planning Commission finds that:

This Sawmill is not in a Shore land area.

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

The Fillmore County Planning Commission finds that:

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

11. Other Matters Considered:

The Fillmore County Planning Commission finds that

No other issues were considered.

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

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

The Fillmore County Planning Commission finds that:

None of these conditions were invoked.

Based on the findings above, the Fillmore County Planning Commission hereby votes to recommend approval of the Conditional Use Permit as submitted by Peter and Katie Hershberger.

Policy Statement

The County defines specific situations that may require an employee's absence from work, and the character (paid or unpaid) and quantity of leave time for those situations.

A. Ambulance and Fire Calls

Those County employees serving as volunteer fire fighters and ambulance personnel may answer calls during working hours with the approval of their department head. However, for the time away from their job, they may use accumulated paid time off hours, compensatory time or make up the time, with the approval of the department head, in such a manner that it will not qualify as overtime.

B. Banked Sick Leave

1. Banked Sick Leave may be used for future illness or disability for employee or immediate family including husband, wife, son, daughter, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or a relative living with the employee immediately preceding the event. Use of sick leave benefits for illness or injury in the immediate family which exceeds five (5) consecutive days must have the approval of the department head.
2. Employees claiming sick leave may be required to file competent, written evidence that they have been absent as authorized. If employees have been incapacitated for a major portion of the sick leave time taken, they may be required to provide evidence by a certified medical professional of being physically, mentally and emotionally able to perform their duties before returning to work.
3. Claiming banked sick leave when physically fit, or when not otherwise eligible for banked sick leave within the provisions of this policy, may be cause for disciplinary action, including cancellation of banked sick leave benefits, suspension, demotion or termination.

C. Bereavement Leave

The County will allow the use of paid time off (PTO) for employees to attend funerals and/or to handle matters related to funerals. The amount of PTO use may be determined by the employee based on what they feel is necessary and is subject to supervisory approval.

D. Court and Jury Duty

1. Time off for mandatory jury duty or court appearances required as a result of a valid subpoena or court order is excused and paid at full salary, provided that proof of duty is verified by the employee's department head.
2. Employees will receive their regular compensation, but must return all jury duty fees to the Auditor/Treasurer department. Upon completion of jury duty, a letter from the court showing number of hours or days of jury duty served and amount of fees received should be forwarded to the department head and the payroll department. Employees may retain mileage allowances.
3. Time off for court appearances as a party to any civil or criminal litigation which are non-work required shall not be compensated, and the employee must arrange for time off without pay or use accrued paid time off or floating ½ day holiday pay for such appearances.

E. Educational Leave

1. After completing one (1) year of service, any regular full-time employee, upon request, may be granted a leave of absence without pay for education purposes.
2. Such leaves of absence must be related to the employee's professional career with Fillmore County, and be directly beneficial to the County.
3. The period of the leave of absence shall not exceed one (1) year, but the County Board may, at its discretion, approve extensions not to exceed one (1) additional year.

F. Family and Medical Leave (FMLA)

Refer to the Family and Medical Leave policy for information regarding this type of leave.

G. Military – Active Duty

1. Regular full-time employees who engage in active service in time of war or other emergency in the military or naval forces of the United States shall be granted a leave of absence without pay according to Minnesota Statutes 192.261, not to exceed five (5) years. In order to be eligible for such leave, the employee is to present a copy of their orders to the department head.
2. Employees are paid for all accrued but unused paid time off to which they are entitled upon entering the military service.
3. To be eligible for reinstatement with the County the employee must apply within ninety (90) days from their discharge date, or from hospitalization continuing after discharge for a period of not more than one (1) year.
4. If the employee is disabled during military service, and cannot perform their former job duties, they will be entitled to the nearest comparable job for which they are qualified.
5. A military leave of absence is terminated when an employee is reinstated for active duty beyond the period required by law; when discharge from the military service is under conditions other than honorable; when an employee accepts other employment before returning to Fillmore County; and when the period between discharge and request for reinstatement exceeds ninety (90) days.

H. Military - Reserve Duty

1. Employees required to attend annual reserve training camps will be granted military time off with pay for up to fifteen (15) calendar days per year. Leaves in excess of fifteen (15) calendar days may be granted without pay where required by the nature of an employee's military obligation.
2. There will be no loss of seniority, paid time off rights during such leave. Fillmore County insurance does not cover the employee for any medical or hospital services provided to the employee at Federal and State Government expense. Use of paid time off during military service time is not allowed.

I. Military – Family member of Injured or killed soldier

MS 181.947 requires that up to 10 days of unpaid leaves of absence be granted to an employee whose immediate family member is injured or killed while serving in active military service.

1. Eligible employees include both federal and state active military service for any purpose, including training.

2. Immediate family member is defined as the injured or deceased service member's parent, child, grandparents, siblings or spouse.
3. The employee must give the employer as much notice as is practicable before taking leave.

J. Military - Military Ceremonies

MS. 181.948 requires up to one (1) day of unpaid leave be granted to employees to attend the send-off or homecoming ceremony of an immediate family member who has been ordered into active military service in support of a war or other national emergency.

1. Eligible employees include both federal and state active military service for any purpose, including training.
2. Unpaid leave will be limited to the actual time necessary to attend the ceremony and will not exceed one day in a calendar year. Immediate family member is defined as a grandparent, parent, legal guardian, sibling, child, grandchild, spouse, or fiancé/fiancée of the soldier.

K. Paid Time Off (PTO)

Refer to the paid time off (PTO) policy for information regarding this type of leave.

L. Maternity/Adoption

Maternity/Adoption leave may be covered by banked sick leave, paid time off (PTO), short-term disability, FMLA and unpaid leave depending on eligibility for these leaves. The length of leave shall be determined based on medical necessity, Family and Medical Leave Act eligibility, and the existing work and staffing demands of the employee's department.

M. Short-Term Disability (STD)

The Short-Term Disability Program (STD) provides eligible employees protection against loss of income because of illness or injury. If an employee has an extended non-work related illness, injury, or disability and due to that disability cannot perform the essential functions of their position even if Fillmore County made reasonable accommodations, they may request a Short Term Disability leave. The amount of leave is dependent upon the employee's participation in the voluntary plan. Paid Time Off (PTO) and/or Banked Sick leave may be utilized to supplement STD leave up to a maximum of 100% of the employee's regular schedule not to exceed 40 hours in a week.

1. Usage:

- a. This benefit can be used only for an employee's illness or injury and requires a physician's verification. The information provided by the physician should describe why the employee is unable to perform the essential functions of their position and why there are no options for reasonable accommodation.
- b. The short-term disability shall run concurrent with FMLA leave. See County FMLA Policy for additional information.
- c. Prior to returning to work, the employee will provide written confirmation from their healthcare provider indicating the employee is able to return to work and, if applicable, any limitations and/or requested accommodations.

2. Plan documents shall govern the details of Fillmore County's Short Term Disability program. The County self-funds the Short-Term Disability Program claims. The plan sponsor retains the right to amend or terminate the plan at any time. The program is administered by a third party. The

~~program is administered by a third party. Plan Descriptions are available upon through the Coordinator's Office.~~

- ~~3. After a short term disability leave and in the event of return to work at a reduced schedule, PTO or unpaid leave must be recorded.~~
- ~~4. At the exhaustion of employer approved leave, if an employee is unable to return to work Fillmore County will sever its employment relationship with the employee. Should the employee be unable to work at that time, the employee may then be eligible for Long Term Disability (LTD) benefits through the policy carrier based on medical necessity and program participation.~~

N. Unauthorized Leave

1. Any absence of an employee from duty, including any absences for a day or part of a day that is not approved by policy shall be without pay and the employee shall be subject to disciplinary action.
2. Unauthorized absence by an employee for three (3) consecutive working days without approval shall be deemed a voluntary resignation. . However, the department head may subsequently decide to grant an approved leave of absence if the circumstances surrounding the absence warrant such action.

O. Voting

1. Every employee who is eligible to vote in an election shall be granted up to two (2) hours off with pay to vote. Employees are encouraged to vote before or after regular working hours. If this cannot be arranged, your department head will approve time off to vote either at the beginning or end of your workday provided that you give at least one (1) ~~day's notice~~days' notice to your department head.
2. For purposes of this section, "election" means a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or representative, or a presidential primary.

P. Without Pay

Leave without pay is limited to circumstances when all other applicable leaves have been exhausted and the following conditions are met:

1. An employee must submit a request for an unpaid leave of absence as far in advance as possible in writing to his/her department head. Leaves of less than thirty (30) days may be approved by the department head. Leaves of absence in excess of thirty (30) days must be approved by the County Board.
2. Any leave of absence may be canceled if it is found that an employee is using that leave for other than the stated purpose.
3. Paid time off will not continue to accrue, nor will holidays be credited during leaves without pay.
4. If an employee is in unpaid status for an entire month, he or she shall be required to pay the full County of any premiums due that month to continue coverage. For all other unpaid leaves of absence, the County will not be responsible for making payments on life and health insurance coverage. Arrangements should be made with the Coordinator's office to continue such insurance.

Failure to make the proper payments may result in insurance coverage termination.

5. Every effort will be made to place the returning employee in the position he/she previously held. However, the County will guarantee only to provide a position of like status and pay subject to the availability of a position.
6. Periods of leave of absence shall not be used when evaluating eligibility for paid time off and holiday benefits. Anniversary dates will not be adjusted following periods of unpaid leave.
7. Employees returning from extended leaves of absence (one month or more) shall notify their department head at least two (2) weeks prior to their return from leave or forfeit their reinstatement rights.
8. Failure of an employee to return from an unpaid leave of absence on the date agreed will constitute a voluntary resignation.

Q. Worker's Compensation

Fillmore County will comply with state and federal laws and regulations regarding wage continuations for employees injured on the job.

1. All employees are covered by Workers' Compensation insurance for injuries and loss of time as a result of on-the-job accidents and illnesses. Employees who are injured on the job, regardless of the severity of the injury, must report that injury to their immediate supervisor within 24 hours of the injury and complete a First Report of Injury form. The immediate supervisor shall complete an Accident Report form and both shall be turned into the Coordinator's Office for processing through Minnesota Counties Intergovernmental Trust (MCIT).
2. The Workers' Compensation Administrator will notify the employee at their home address that their Workers' Compensation claim has been accepted or denied. If the employee's claim is accepted, the Workers' Compensation Administrator will make no payment for lost work time until after three calendar days of work have been missed due to the injury or illness. If ten or more calendar days are lost, the Workers' Compensation Administrator will retroactively reimburse the employee for the first three days of the employees lost work time.
3. If the employee has accumulated balances of sick leave, comp time or vacation at the time of the injury, the employee is allowed to use these benefits to help make up the difference between the Workers' Compensation payment and their average weekly wage at the time of the injury.

Hire Analysis Form
(All sections must be completed.)

Date: Department:

Requested By: Title of Position being requested:

Requested date to post:

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

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

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

The work load in the coming years have increased greatly. With the additional Federal Project and the additional projects associated with the 1/2 cent Option Sales Tax Revenue the inspection of these projects have increased.

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

The additional inspection duties can not be absorbed by current staff

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

This position does not work as a part-time position and cannot be filled with an intern or seasonal staff.

Where does the specific funding for this position originate?

A large portion of the funding for this position can be paid through the State Aid funds if the County wishes to do so

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

Having a trained and certified inspector on these construction projects could save the County in possible overruns and or an inferior product

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

A position description exists

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

No

Reviewed by Personnel Committee:

Recommended for Board Approval No Recommendation Made

Not Recommended for Board Approval Reason:

Date on Board Agenda:

Approved by Board Not Approved by Board Reason:

Policy Statement

It is the policy of the County to reimburse employees, officials and authorized representatives for actual expenses incurred while conducting County business. Receipts are required for all reimbursed expenses except mileage. ~~New hires and current e~~ Employees who will be using their private vehicles for County business are required to provide proof of liability insurance on vehicle(s) used for work and agree to notify the County of any lapse of coverage.

Allowable Expenses

- a. All authorized representatives who use their private vehicles for approved County business shall be reimbursed at the rate per mile set by the County Board at its annual meeting.
- b. The County shall pay the actual cost of meals, not to exceed \$30.00 per day, including tips, when business is conducted outside the County. [There will be no reimbursement for alcohol.](#)
 1. To be eligible for breakfast reimbursement, the representative must need to leave prior to 6:00 a.m. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 p.m.
 2. The County shall pay the billed rate for meals when provided as part of a seminar or conference.
- c. The County shall pay the actual cost of lodging when the representative is required to stay away from home in the performance of [his/her/their](#) duties for the County.
- d. Parking and other authorized miscellaneous expenses incurred while on County business shall be reimbursable at actual cost.
- e. The County shall pay the per diem rate set at [the](#) annual meeting, at a rate of one per day, for meetings attended by authorized representatives, ~~other than employees~~, who are appointed members of County committees or commissions by the County Board.

Guidelines

- a. Employees, officials and authorized representatives shall submit an expense sheet and receipts to verify expenses. Receipts are required for all lodging, meals, and for any other expenses except mileage. Other information requirements are dates, beginning and ending locations of travel, a brief description of what the travel was for, and the number of miles actually driven or reimbursable.
- b. The Department Head shall approve all expenses claimed by employees before they are submitted for payment. The Coordinator or Auditor/Treasurer shall approve one another's expense claims and all travel expenses claimed for Department Heads.
- c. Bills are considered for payment the first, second, and fourth Tuesdays. Bills are due by 10:00 a.m. each Wednesday.
- d. Reimbursement claims for expenditures [shall be turned in monthly for payment. Claims](#) in excess of sixty (60) days ~~old may will~~ not be paid. ~~Under no circumstance will a reimbursement claim for expenditures exceeding six (6) months be paid.~~

- | e. Employees shall use the most cost effective means of transportation when traveling. The value of the employee's time shall be a determining factor in the decision.
- f. Employees attending the same function should share transportation and accommodations when it is practical to do so.

2016 MERIT PAY PLAN

GRADES	STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Approximate Years		0	1	2	3	4	5	7	9	11	13	15	17	19	21
PAYROLL USE ONLY		1	2	3	4	5	6	7	8	9	10	11	12	13	14
MERIT 1	HOURLY	11.9048	12.4250	13.0588	13.6388	14.8765	15.5761	16.2637	17.0171	17.7884	18.6016	19.4866			
Range 22	MONTH	2,071	2,162	2,272	2,373	2,589	2,710	2,830	2,961	3,095	3,237	3,391			
	ANNUAL	24,857	25,943	27,267	28,478	31,062	32,523	33,959	35,532	37,142	38,840	40,688			
MERIT 2	HOURLY	13.9198	14.5477	15.2353	15.9289	17.4177	18.2309	19.0321	19.9231	20.7841	21.7348	22.7453	23.8634		
Range 24	MONTH	2,422	2,531	2,651	2,772	3,031	3,172	3,312	3,467	3,616	3,782	3,958	4,152		
	ANNUAL	29,065	30,376	31,811	33,260	36,368	38,066	39,739	41,599	43,397	45,382	47,492	49,827		
MERIT 3	HOURLY	16.2637	17.0171	17.7884	18.6016	20.3297	21.2206	22.2131	23.2595	24.3238	25.4121				
Range 26	MONTH	2,830	2,961	3,095	3,237	3,537	3,692	3,865	4,047	4,232	4,422				
	ANNUAL	33,959	35,532	37,142	38,840	42,448	44,309	46,381	48,566	50,788	53,060				
MERIT 5	HOURLY	17.4177	18.2309	19.0321	19.9231	21.7348	22.7393	23.8574	24.8739	26.0279	27.1819	28.3778			
Range 28	MONTH	3,031	3,172	3,312	3,467	3,782	3,957	4,151	4,328	4,529	4,730	4,938			
	ANNUAL	36,368	38,066	39,739	41,599	45,382	47,480	49,814	51,937	54,346	56,756	59,253			
MERIT 6	HOURLY	18.2309	19.0321	19.9231	20.7841	22.7393	23.8574	24.8739	26.0279	27.1819	28.3778	29.6873	31.0685		
Range 30	MONTH	3,172	3,312	3,467	3,616	3,957	4,151	4,328	4,529	4,730	4,938	5,166	5,406		
	ANNUAL	38,066	39,739	41,599	43,397	47,480	49,814	51,937	54,346	56,756	59,253	61,987	64,871		
MERIT 7	HOURLY	19.0321	19.9231	20.7841	21.7348	23.8574	24.8739	26.0279	27.1819	28.3778	29.6873	31.0685	32.4497	33.9505	35.4633
Range 32	MONTH	3,312	3,467	3,616	3,782	4,151	4,328	4,529	4,730	4,938	5,166	5,406	5,646	5,907	6,171
	ANNUAL	39,739	41,599	43,397	45,382	49,814	51,937	54,346	56,756	59,253	61,987	64,871	67,755	70,889	74,047
MERIT 8	HOURLY	21.7348	22.7393	23.8574	26.0279	27.1819	28.3778	29.6873	31.0685	32.4497	33.9505	35.4633	37.1614		
Range 34	MONTH	3,782	3,957	4,151	4,529	4,730	4,938	5,166	5,406	5,646	5,907	6,171	6,466		
	ANNUAL	45,382	47,480	49,814	54,346	56,756	59,253	61,987	64,871	67,755	70,889	74,047	77,593		
MERIT 9	HOURLY	27.7380	29.0176	30.3928	33.1912	34.6501	36.3363	37.9866	39.7385	41.4486	43.2842				
Range 36	MONTH	4,826	5,049	5,288	5,775	6,029	6,323	6,610	6,914	7,212	7,531				
	ANNUAL	57,917	60,589	63,460	69,303	72,349	75,870	79,316	82,974	86,545	90,377				
MERIT 11	HOURLY	29.6873	31.0685	32.4497	33.9505	37.1614	38.8595	40.6175	42.4053	44.2529	46.1902				
Range 38	MONTH	5,166	5,406	5,646	5,907	6,466	6,762	7,067	7,379	7,700	8,037				
	ANNUAL	61,987	64,871	67,755	70,889	77,593	81,139	84,809	88,542	92,400	96,445				

MERIT CLASSIFICATIONS

MERIT 1 OFFICE SUPPORT SPECIALIST

MERIT 5 ELIGIBILITY WORKER
CHILD SUPPORT OFFICER

MERIT 8 FINANCIAL ASSISTANCE SUPERVISOR

MERIT 2 ACCOUNT TECHNICIAN
SUPPORT ENFORCEMENT AIDE
OFFICE SUPPORT SPECIALIST, SR

MERIT 6 FISCAL OFFICER
CHILD SUPPORT LEAD WORKER

MERIT 9 SOCIAL SERVICES SUPERVISOR

MERIT 3 CASE AIDE

MERIT 7 SOCIAL WORKER

MERIT 11 SOCIAL SERVICES MANAGER

2016 Pay Plan

11/23/2015

	Step	1	2	3	4	5	6
	Tenure	0	1	3	5	7	10
GRADE 1	Hourly	\$12.0431	\$12.7274	\$13.4117	\$14.0959	\$14.7807	\$15.4649
Airport Maintenance Worker	Monthly	\$2,087.48	\$2,206.08	\$2,324.69	\$2,443.29	\$2,561.99	\$2,680.59
Temporary Office Support	Annual	\$25,049.71	\$26,472.98	\$27,896.25	\$29,319.51	\$30,743.82	\$32,167.09
GRADE 2	Hourly	\$13.2796	\$14.0864	\$14.8932	\$15.7000	\$16.5073	\$17.3142
Custodian	Monthly	\$2,301.80	\$2,441.65	\$2,581.49	\$2,721.34	\$2,861.27	\$3,001.12
Home Health Aide	Annual	\$27,621.58	\$29,299.74	\$30,977.91	\$32,656.08	\$34,335.28	\$36,013.45
Office Support Specialist Assistant							
GRADE 3	Hourly	\$14.4806	\$15.3879	\$16.2958	\$17.2036	\$18.1115	\$19.0188
Legal Secretary	Monthly	\$2,509.97	\$2,667.24	\$2,824.60	\$2,981.96	\$3,139.32	\$3,296.59
Office Support Specialist	Annual	\$30,119.58	\$32,006.87	\$33,895.19	\$35,783.52	\$37,671.84	\$39,559.13
GRADE 4	Hourly	\$15.7290	\$16.7734	\$17.8184	\$18.8628	\$19.9077	\$20.9521
Office Support Specialist, Sr.	Monthly	\$2,726.37	\$2,907.40	\$3,088.51	\$3,269.54	\$3,450.66	\$3,631.69
Transfer Station Attendant	Annual	\$32,716.42	\$34,888.77	\$37,062.17	\$39,234.52	\$41,407.92	\$43,580.28
GRADE 5	Hourly	\$16.9540	\$18.1015	\$19.2494	\$20.3973	\$21.5453	\$22.6932
Accounting Technician	Monthly	\$2,938.70	\$3,137.59	\$3,336.56	\$3,535.54	\$3,734.52	\$3,933.49
Licensed Practical Nurse	Annual	\$35,264.36	\$37,651.04	\$40,038.75	\$42,426.47	\$44,814.19	\$47,201.91
Maintenance Mechanic							
GRADE 6	Hourly	\$18.1905	\$19.4560	\$20.7215	\$21.9870	\$23.2524	\$24.5179
Paralegal	Monthly	\$3,153.02	\$3,372.37	\$3,591.72	\$3,811.07	\$4,030.42	\$4,249.77
	Annual	\$37,836.23	\$40,468.44	\$43,100.65	\$45,732.86	\$48,365.07	\$50,997.29
GRADE 7	Hourly	\$19.3669	\$20.7170	\$22.0665	\$23.4160	\$24.7655	\$26.1150
Accounting Technician, Lead	Monthly	\$3,356.94	\$3,590.94	\$3,824.86	\$4,058.77	\$4,292.69	\$4,526.61
Property Appraiser	Annual	\$40,283.25	\$43,091.29	\$45,898.29	\$48,705.29	\$51,512.28	\$54,319.28
Feedlot Officer							
Veteran Services Officer							
Assistant Zoning Administrator							
GRADE 8	Hourly	\$20.6159	\$22.0880	\$23.5601	\$25.0321	\$26.5042	\$27.9763
Engineering Technician	Monthly	\$3,573.43	\$3,828.59	\$4,083.74	\$4,338.90	\$4,594.06	\$4,849.22
Building Maintenance Supervisor	Annual	\$42,881.13	\$45,943.02	\$49,004.92	\$52,066.82	\$55,128.72	\$58,190.61
PC/Network Technician							
Recycling Education Coordinator							
GRADE 9	Hourly	\$21.8524	\$23.4470	\$25.0416	\$26.6362	\$28.2309	\$29.8250
Engineering Technician, Sr.	Monthly	\$3,787.75	\$4,064.15	\$4,340.55	\$4,616.95	\$4,893.35	\$5,169.66
Registered Nurse	Annual	\$45,453.00	\$48,769.79	\$52,086.59	\$55,403.38	\$58,720.18	\$62,035.93
Human Resources Officer							
Finance Officer							

GRADE 10	Hourly	\$23.0534	\$24.7415	\$26.4297	\$28.1178	\$29.8055	\$31.4941
GIS Coordinator	Monthly	\$3,995.92	\$4,288.53	\$4,581.14	\$4,873.75	\$5,166.28	\$5,458.98
Maintenance Superintendent	Annual	\$47,951.00	\$51,462.35	\$54,973.70	\$58,485.05	\$61,995.36	\$65,507.75

Public Health Nurse
Engineering Tech Supervisor
Public Health Nurse/Home Care Coordinator

GRADE 11	Hourly	\$24.2898	\$26.1150	\$27.9402	\$29.7649	\$31.5901	\$33.4153
Health Educator	Monthly	\$4,210.24	\$4,526.61	\$4,842.98	\$5,159.26	\$5,475.63	\$5,791.99
Jail Administrator	Annual	\$50,522.86	\$54,319.28	\$58,115.70	\$61,911.08	\$65,707.50	\$69,503.92

Lead Public Health Nurse
Solid Waste Administrator
Zoning Administrator

GRADE 12	Hourly	\$25.5028	\$27.4095	\$29.3163	\$31.2230	\$33.1292	\$35.0360
County Surveyor	Monthly	\$4,420.49	\$4,750.99	\$5,081.49	\$5,411.99	\$5,742.40	\$6,072.90
Systems Administrator	Annual	\$53,045.83	\$57,011.84	\$60,977.84	\$64,943.85	\$68,908.81	\$72,874.82

GRADE 13	Hourly	\$26.7513	\$28.7996	\$30.8484	\$32.8966	\$34.9449	\$36.9932
Assistant County Attorney	Monthly	\$4,636.89	\$4,991.93	\$5,347.05	\$5,702.09	\$6,057.12	\$6,412.16
County Assessor	Annual	\$55,642.67	\$59,903.11	\$64,164.59	\$68,425.03	\$72,685.47	\$76,945.90

GRADE 14	Hourly	\$27.9522	\$30.0966	\$32.2409	\$34.3852	\$36.5300	\$38.6744
	Monthly	\$4,845.06	\$5,216.74	\$5,588.42	\$5,960.10	\$6,331.87	\$6,703.56
	Annual	\$58,140.67	\$62,600.87	\$67,061.06	\$71,521.26	\$75,982.49	\$80,442.69

GRADE 15	Hourly	\$29.1432	\$31.2760	\$33.4093	\$35.5427	\$37.6645	\$39.7978
	Monthly	\$5,051.49	\$5,421.18	\$5,790.95	\$6,160.73	\$6,528.51	\$6,898.29
	Annual	\$60,617.87	\$65,054.13	\$69,491.44	\$73,928.74	\$78,342.12	\$82,779.43

GRADE 16	Hourly	\$29.8291	\$32.1692	\$34.5093	\$36.8495	\$39.1896	\$41.5297
Director of Nursing	Monthly	\$5,170.38	\$5,576.00	\$5,981.62	\$6,387.24	\$6,792.86	\$7,198.48
	Annual	\$62,044.56	\$66,912.00	\$71,779.44	\$76,646.88	\$81,514.32	\$86,381.76

GRADE 17	Hourly	\$31.6142	\$34.0971	\$36.5801	\$39.0635	\$41.5465	\$44.0294
County Coordinator	Monthly	\$5,479.79	\$5,910.17	\$6,340.54	\$6,771.01	\$7,201.39	\$7,631.77
	Annual	\$65,757.44	\$70,921.99	\$76,086.53	\$81,252.12	\$86,416.66	\$91,581.21

GRADE 18	Hourly	\$32.8391	\$35.4131	\$37.9876	\$40.5616	\$43.1361	\$45.7106
Community Services Administrator	Monthly	\$5,692.12	\$6,138.27	\$6,584.52	\$7,030.68	\$7,476.92	\$7,923.17
County Engineer	Annual	\$68,305.38	\$73,659.28	\$79,014.22	\$84,368.12	\$89,723.06	\$95,077.99

Fillmore County Attorney 2015 Salary Proposal

- | | |
|---|---------------------|
| 1. Average of 10 County Area = | \$111,546.00 |
| 2. 95% of 10 County Area Average = | \$105,969.00 |
| 3. Area average without 3 high and without 3 low salaries = | \$108,520.00 |

It is proposed that the Fillmore County Attorney Salary be set at 95% of the area average which is \$105,969.00

Area average salaries used in calculations

- | | |
|---|---------------|
| 1. Houston County (18,814 population with 2 full time ACAs and 2.2 full time office staff-first year County Attorney) | \$91,000.00 |
| 2. Wabasha County (21,442 population with 2 full time ACAs And 2 office staff-first year County Attorney) | \$90,000.00 |
| 3. Winona County | \$114,438.00 |
| 4. Olmsted County | \$154,835.00 |
| 5. Mower County | \$106,143.00 |
| 6. Goodhue County | \$133,765.00 |
| 7. Rice County | \$118,279.00 |
| 8. Blue Earth | Not available |
| 9. Steele County | \$111,500.00 |
| 10. Freeborn County | \$102,000.00 |
| 11. Fillmore County | \$96,911.00 |
| 12. Dodge County | Not Available |
| 13. Waseca County (19,000 population with 3 full time ACAs and 2 office staff) | \$93,500.00 |

2015 ELECTED OFFICIAL SALARY COMPARISONS

	Commissioner	Chair	Attorney	Auditor	Treasurer	Aud/Treas	Recorder	Sheriff
DODGE *	\$19,407	\$20,007	\$93,124					\$91,234
FILLMORE	\$21,147		\$96,911			\$75,500	\$61,577	\$80,000
FREEBORN	\$22,674		\$102,000			\$68,200	\$63,200	\$75,000
GOODHUE **	\$20,755		\$133,764					\$133,764
HOUSTON	\$19,016		\$91,017	\$70,429	\$57,470		\$61,838	\$86,392
MOWER	\$24,200		\$106,144			\$56,414	\$61,178	\$96,732
OLMSTED	\$38,465		\$154,835					\$125,139
RICE	\$33,908	\$34,408	\$118,279			\$123,345	\$75,521	\$114,817
STEELE	\$21,886		\$113,181	\$88,691				\$104,061
WABASHA	\$17,325	\$17,825	\$90,000			\$69,297	\$68,636	\$90,903
WASECA ****	\$23,500	\$25,000	\$93,500					\$93,975
WINONA	\$24,237		\$114,439			\$62,000	\$71,166	\$90,000

Ave	\$23,877	\$24,310	\$108,933	\$79,560	\$57,470	\$75,793	\$66,159	\$98,501
Ave without Olm	\$22,550	\$24,310	\$104,760	\$79,560	\$57,470	\$75,793	\$66,159	\$96,080
Official's request	\$21,570		\$105,968			\$80,000	\$66,000	\$85,275
Official add'l EM pay								\$6,000
TOTAL REQUEST	\$21,570		\$105,968			\$80,000	\$66,000	\$91,275
BOARD OFFER								
Official add't EM pay								

TOTAL OFFER

DODGE *

Attorney is half time. The actual wage of \$46,562 was doubled for comparison purposes.

Goodhue **

Commissioner salaries vary by Commissioner. The listed salary is an average of the 5

	Commissioner	Chair	Attorney	Auditor	Treasurer	Aud/Treas	Recorder	Sheriff
95% of Average	\$22,682.83	\$23,094.50	\$103,486.19	\$75,582.00	\$54,596.50	\$72,003.03	\$62,851.46	\$93,576.34
95% of Average w/o Olmsted	\$21,422.93	\$23,094.50	\$99,521.91	\$75,582.00	\$54,596.50	\$72,003.03	\$62,851.46	\$91,275.82

INDEPENDENT CONTRACTOR AGREEMENT

The Fillmore County Board of Commissioners, located at 902 Houston Street NW, Preston, MN 55965, acting through the Public Health Department, hereafter referred to as the "County", and **Lisa Stensrud, DPT**, 24280 County 14, Preston, MN 55965, hereafter referred to as the "Provider", enter into this Agreement.

WITNESSETH

WHEREAS, Fillmore County Public Health has determined the need to have the Provider provide physical therapy services to Fillmore County Public Health Nursing Service clients; and

WHEREAS, the Provider is qualified, licensed and willing to provide said services as an Independent Contractor;

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

1. TERM

The term of this Agreement shall commence on January 1, 2016 through December 31, 2016. Either party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other party.

2. RESPONSIBILITIES OF PROVIDER

2.1 Provider will provide licensed physical therapy services to County without regard to race, color, creed, sex, age, national origin, economic or social status, handicap or sexual preference.

2.2 Provider will ensure that it has the necessary licenses to practice in this state. Provider will ensure to maintain such licenses in good standing and will provide the County with copies of required documentation upon implementation of the Agreement and upon renewal of said licenses.

2.3 Provider warrants that neither it nor its owners, direct or indirect, have been excluded from participation in any Medicare or Medicaid program. Provider will immediately notify the County if such exclusion is threatened or imposed.

2.4 For all clients referred to Provider by the County, Provider will respond to County within three (3) days and forward to the County the following timetables completed and accurate documentation of the services provided:

2.4.1 Initial Assessments within 3 days of visit

2.4.2 Periodic Assessments (every 60 days or more frequently if required) within 3 days of visit.

2.4.3 Plan of Care within 3 days of Assessment visit

2.4.4 Clinical notes within 3 days of visit

2.4.5 Periodic summaries (every 60 days or more frequently if required) 14 days prior to due date

2.4.6 Discharge summaries within 3 days of last visit

2.5 Provider will perform all services in compliance with payor coverage criteria, Joint

Commission on the Accreditation of Healthcare Organizations standards, rulings or regulations of the state, CMS, Department of Health and Human Services or any other governmental agency responsible for administering, regulating payment or accrediting homecare or professionals and shall conform to all applicable County policies, including qualification of personnel rendering services to clients.

- 2.6 Following the initial assessments, Provider will assist in development of the Care Plan, in conjunction with the attending physician and other skilled professionals assigned to provide care. Provider is responsible for the therapy services assigned to Provider in a client's Plan of Care. The Plan of Care will be reviewed on an on-going basis with Provider's participation and will be revised/updated as necessary, but at least every 60 days.
- 2.7 Provider will develop a discharge plan related to therapy services provided by Provider and will inform and prepare the client for the discharge plan. The client will be given notice of a pending discharge no later than 10 days prior to the scheduled discharge. The County will also be informed of the anticipated date of discharge.
- 2.8 Provider will participate in patient care coordination and interdisciplinary activities, as requested by County, including case conferences and telephone communication with County's clinical supervisor, client's attending physician and others involved in the client's care.
- 2.9 Provider will perform services in the client's home, and as may be agreed upon, at such times and for the duration as is consistent with the client's medical condition, plan of treatment and professional standards of practice.
- 2.10 Provider will maintain record of all services provided to the County under this Agreement, the computation of charges, and related subject matter and diagnosis and treatment reports for all services rendered.

3. RESPONSIBILITIES OF COUNTY

- 3.1 Only the County will accept clients for care and services shall be provided only in accordance with physician's plan of care, applicable standards in practice and in compliance with payor coverage criteria, Joint Commission on the Accreditation of Healthcare Organizations standards, rulings or regulations of the state, CMS, Department of Health and Human Services or any other governmental agency responsible for administering, regulating payment or accrediting homecare or professionals.
- 3.2 The County will notify Provider of the visit schedule for each County client in accordance with the physician's plan of care. Should Provider wish to modify the frequency of visits, the Provider will obtain with the County's assistance, if requested, a physician's order within twenty-four (24) hours of the decision to change.
- 3.3 The County will furnish to Provider all necessary information, coordination and support needed to assist Provider in providing care and meeting regulatory guidelines in the provision of services under this Agreement, including access to

any records necessary to obtain or validate reimbursement for services rendered or claimed.

4. COMPENSATION

- 4.1 Provider will be compensated by County for services rendered from the first day of the calendar month through the last day of the calendar month (“Billing Period”) according to invoices submitted by Provider to the County. Provider will be paid within 30 days after invoices are submitted by Provider to the County. Invoices will reflect the Schedule of Rates agreed to by Provider and the County. The Schedule of Rates is attached to and incorporated by reference into this Agreement as Attachment A.
- 4.2 Either party may request, upon written notice, the rates and/or terms under this Agreement may be renegotiated, if, at any time, there is a change in the state and/or federal law, regulations or interpretations thereof, which materially alter the consideration and/or benefits to the parties when this Agreement became effective.

5. APPEAL OF MEDICAL CLAIMS REVIEW DENIALS

- 5.1 Claims Disallowance: In the event Provider claims and receives payment from the County for service, reimbursement for which is later disallowed or recaptured in part or in full by the federal, state or local government, or other third party payor, including without limitation the Medicare or Medicaid programs, and where such disallowance or recapture is directly attributable to the acts or omissions of Provider, Provider shall promptly refund the disallowed or recaptured amount previously received by Provider, to the County upon final resolution (by the fiscal intermediary, carrier, or if appealed, by final administrative or judicial determination), but only if the denial is based on a finding that:
 - 5.1.1 The services were not medically necessary;
 - 5.1.2 The services were otherwise not covered services under policies and the rules of any applicable payment program; or
 - 5.1.3 The services were not supported by timely and complete invoices and other necessary documentation of a claim.
- 5.2 Appeals of Disallowed Claims: The County agrees that with regard to any denial or rejection, Provider shall have the right to request that the County appeal said denial or rejection.
 - 5.2.1 If the County does appeal, Provider shall provide the County or its representative with any additional information or documentation appropriate to said appeal in a timely manner. The County agrees to exhaust all available appeals unless otherwise agreed to by Provider. Provider shall cooperate in audit, informal conferences, hearings, appeals and other proceedings, leading to or arising from the disallowance or recapture.
 - 5.2.2 If the County does not appeal and Provider elects to pursue the appeal, the County hereby appoints Provider as the representative of the County to pursue the appeal on behalf of the beneficiary. The County shall assist

as reasonably required by Provider in providing any additional information appropriate to pursue, develop and present such appeals in a timely manner.

5.3 Notice:

5.3.1 The County shall provide Provider with a copy of any written claim denial applicable to Provider's services under this Agreement within fourteen (14) business days of receipt of the denial by the County. Notice for such purposes of this paragraph shall be provided in the same manner as set forth in the Agreement.

5.3.2 In the event the County does not notify Provider of such a claim denial, disallowance or recapture as required herein, Provider shall be entitled to receive and retain full payment of such claim from the County and shall have no obligation to refund or reimburse any portion of such claim to the County under this Section 5, and the County shall have right of offset for such amounts.

6. INDEPENDENT CONTRACTOR

6.1 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the provider as the agent, representative, or employee of the County for any purpose in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

6.2 This Agreement does not restrict either party from entering into any other agreements with other persons or entities for the provision of same or similar services as are the subject of this Agreement.

6.3 The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Worker's Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

7. INSURANCE AND INDEMNITY

- 7.1 In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and \$2,000,000 for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - Worker's compensation insurance per Minnesota Statute, section 176.181.
 - Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- 7.2 If possible, Fillmore County must be listed as additional insured, and shall be sent a current certificate of insurance on an annual basis. The certificate must show that Fillmore County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- 7.3 If the Provider is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Provider must notify Fillmore County by telephone or e-mail the same business day as the Provider receives notice of cancellation or inability to obtain coverage. The Provider shall also provide written notice to Fillmore County within five (5) business days. The Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.
- 7.4 By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- 7.5 The County shall save, indemnify and hold Provider harmless of and from all liability, loss, costs and expenses incurred directly or indirectly from any acts, errors or omissions by the County, its agents, employees or invitees from any cause arising from or relating to the County's performance under this Agreement.
- 7.6 Provider shall save, indemnify and hold the County harmless of and from all liability, loss, costs and expenses incurred directly or indirectly from any acts, errors or omissions by Provider, its agents, employees or invitees from any cause arising from or relating to the Provider's performance under this Agreement.

7.7 The indemnification provisions contained herein survive termination or expiration of the Agreement.

8. CONFIDENTIALITY

- 8.1 Both Provider and the County agree to abide by all federal, state and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services.
- 8.2 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of the County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- 8.3 The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- 8.4 To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the County, including , but not limited to: providing health care services; health care claims processing or administration; data analysis; processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or as otherwise provided by 45 CFR 160.103, the Provider is a business associate of the County for the purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for the purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

9. DEFAULT AND CANCELLATION

- 9.1 If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute default. Unless the Provider's default is excused, the County, through the Public Health Department, may, upon written notice, immediately cancel this Agreement in its entirety.
- 9.2 It is understood and agreed that in the event the funding to the County from State, Federal or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- 9.3 Notwithstanding, this Agreement may be terminated immediately upon the occurrence by either party, of one or more of the following events: a) the dissolution of either party; b) the failure of either party to maintain the insurance

coverage as required hereunder; or c) a determination that any representations made by either party in this Agreement are false.

10. NOTICE

Any notice from one party to another shall be in writing and considered effective three (3) days after deposit with the United States Postal Service by certified or registered mail, first class postage prepaid and addressed to the parties as follows:

PROVIDER: Lisa Stensrud, DPT
24280 County 14
Preston, MN 55965

COUNTY: Fillmore County Public Health
902 Houston Street NW, Suite 2
Preston, MN 55965
Attention: Lantha Stevens, Director

11. ENTIRE AGREEMENT

This Agreement contains, and is intended as, the complete statement of all terms between the parties with respect to the subject matter hereof. This Agreement shall supersede any previous agreements and amendments, whether oral or written, between the parties relating to the provision of therapy services.

12. AMENDMENT AND WAIVER

This Agreement or any part or section of it may be amended or waived at any time during the term of the Agreement by mutual written consent of the duly authorized representatives of the County and Provider. Any such waiver shall operate only in the specified instance.

13. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. Any legal proceeding shall venue in Fillmore County, Minnesota.

14. SEVERABILITY

The provisions of this Agreement are severable and, to the extent that any provision may be unenforceable or may impair the enforcement of any other provision, shall be modified or deleted.

15. ASSIGNMENT

This Agreement may not be assigned by either party without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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

The Provider, having signed this Agreement, and the proper county official having duly approved this Agreement on _____, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF FILLMORE
STATE OF MINNESOTA

LISA STENSRUD

BY: _____
Chairperson
Fillmore County Board of Commissioners

BY: _____
Lisa Stensrud

DATED: _____

DATED: _____

FILLMORE COUNTY PUBLIC HEALTH

BY: _____
Lantha R. Stevens, Director PHN

DATED: _____

APPROVED AS TO LEGALITY AND FORM:

BY: _____
Brett Corson, County Attorney
Fillmore County Attorney's Office

DATED: _____

Service Rate for Physical therapy visit will be:

1. Initial evaluation: \$110.00 per visit
2. Follow-up visit: \$80.00 per visit
3. Mileage for each visit: Mileage will be reimbursed at the current IRS mileage rate and shall consist of one, round-way, trip from Preston to client's home and back.

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Fillmore County (“County”) and **Lisa Stensrud, DPT** (“Provider”) for the period of **January 1, 2016 through December 31, 2016**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - b) Chemical Health Records. “Chemical Health Records” as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
 - c) Confidential Data. “Confidential Data as defined in Minnesota § 13.02, subd. 3.
 - d) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - e) Electronic Health Records. “Electronic Health Records” as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - f) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - g) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h) Medical Data. “Medical Data as governed by Minnesota Statute § 13.384.
 - i) Other Non-Public Data. “Other Non-Public Data” as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
 - j) Privacy Incident. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
 - k) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
 - l) Protected Health Information. The capitalized term “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County and/or Department of Human Services (DHS) or another business associate of County.
 - m) Security Incident. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - n) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.

- o) Welfare Data. “Welfare Data” as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County and/or DHS or to request Protected Health Information on County’s behalf only as follows:
 - a) Functions and Activities on County’s Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County’s behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
 - b) Business Associate’s Operations. Provider may use the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County/DHS, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.

4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County and/or DHS as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County and/or DHS any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County and/or DHS to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

C. Compliance with Standard Transactions.

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County and/or DHS that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County and/or DHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County and/or DHS in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

E. Provisions for the County and/or DHS to Inform Provider of Privacy Practices and Restrictions.

1. The County and/or DHS shall notify Provider of any limitation(s) in the notice of privacy practices of the County and/or DHS under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County and/or DHS shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.

3. The County and/or DHS shall notify Provider of any restriction on the use or disclosure of protected health information that the County and/or DHS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County and/or DHS or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County and/or DHS may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County and/or DHS access to amend any portion of the Protected Health Information, so that County and/or DHS may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
3. **Disclosure Accounting.** So that County and/or DHS may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) **Disclosure Tracking.** Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County and/or DHS or a third party . The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County and/or DHS within 10 days after County's request.
 - b) **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County and/or DHS in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County and/or DHS agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the

Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. Breach of Privacy Obligations.

1. **Breach.** For purposes of this Section, any reference to “Provider” shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County and/or DHS any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a “breach” of privacy obligations unless the Provider, demonstrates to the satisfaction of the County and/or DHS that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re- identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

2. **Reporting.**
 - a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County’s Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County and/or DHS as of the first day on which such breach is known to the County and/or DHS or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach ; and
 - vi. Provide such other information, including any written documentation, as County and/or DHS may reasonably request.
 - b. County and/or DHS will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.

3. **Termination of Agreement.**
 - a. Right to Terminate for Breach. County and/or DHS may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County and/or DHS may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County’s notice of termination.
 - b. Obligations upon Termination.

- i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County/DHS or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County and/or DHS or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County/DHS the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
- ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County and/or DHS will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. **Indemnity.**

Provider will indemnify and hold harmless County and/or DHS and any County and/or DHS affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County and/or DHS is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County and/or DHS will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County and/or DHS will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County and/or DHS may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County and/or DHS under this Addendum Section D.3.

H. Sanctions.

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

I. Amendment to Agreement.

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard

Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

J. Conflicts.

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County and/or DHS or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

County of Fillmore

Lisa Stensrud, DPT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____