

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA**

February 9, 2016

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

9:00 a.m. Approve agenda

Approve Consent Agenda:

1. February 2, 2016 County Board minutes.

Approve Commissioners' Warrants

Review Auditor's Warrants

9:05 a.m. Don Farrow and Sam Smith, Business and Community Development Specialists, Community and Economic Development Associates (CEDA), and Peter Lindstrom, Local Government Outreach Coordinator for the Clean Energy Resource Teams (CERTs), U of M

1. Presentation on Property Assessed Clean Energy (PACE) financing
2. Consider request to enter into Joint Powers Agreement with the Port Authority of the City of Saint Paul for PACE financing program
3. Introduction of Sam Smith, new Fillmore County Economic Development Authority Director

9:20 a.m. Donna Rasmussen and Jennifer Ronnenberg, SWCD

1. Consider approval of the 2014-Local Water Management – NRBG Financial Water Report

9:30 a.m. Citizen Input

9:35 a.m. Jon Martin, Solid Waste Administrator

1. Consider renewal of hauler permits with the following haulers:

- | | |
|------------------------|------------------------------|
| • Freeborn County Coop | • Waste Management |
| • S&S Sanitation | • Harter's Waste & Recycling |
| • Richard's Sanitation | • Wm. Hanson Waste Removal |
| • Sunshine Sanitation | • Ace Solid Waste, Inc. |

2. Consider recommendation for increase of license fee for 2017 from \$50 to \$75

9:45 a.m. Ronald Gregg, Highway Engineer, and Pam Schroeder, Highway /Airport Office Manager

1. Consider request to advertise for the reconstruction of CSAH No. 1 north of Spring Valley
2. Consider request for approval of the Airport Maintenance and Operation Grant Contract
3. Consider request to purchase desk for Engineering Technician, Senior

10:00 a.m. Thomas Kaase, Sheriff

1. Consider request to purchase two Dodge Durango squads
2. Consider request to either send 2007 Chevy Impala unmarked squad to auction or use as fleet
3. Discussion and possible action on Code Red program and invoice
4. Consider resolution for addition of signature for Jail checking account

FILLMORE COUNTY BOARD OF COMMISSIONERS

February 9, 2016 Meeting Agenda

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- 10:20 a.m. Shirl Boelter, Auditor/Treasurer
1. Consider request to ratify the Professional Services Agreement between Minnesota Counties Computer Cooperative and Trimin Systems, Inc.
- 10:30 a.m. Kristina Kohn, Human Resources Officer
1. Discussion with possible action regarding Elected Official Performance Evaluations
 2. First reading for updates to the “Fleet Vehicles” policy

OTHER ADMINISTRATIVE ITEMS:

1. Discussion regarding Association of Minnesota Counties (AMC) Legislative Conference.

Calendar review and committee reports

11:00 a.m. Employee Recognition

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

- | | | |
|---|------------|---|
| Monday, February 8 | 12:30 p.m. | Southeast MN Regional Radio Advisory Committee (RAC) and the Emergency Communication Board (ECB), Rochester |
| | 6:00 p.m. | Developmental Achievement Center (DAC), Preston |
| | 6:30 p.m. | Semcac Inc., Community Center, St. Charles |
| | 7:30 p.m. | Winneshiek County Solid Waste Agency Joint Powers Board, Decorah |
| Tuesday, February 9 | 8:00 a.m. | Finance |
| | 9:00 a.m. | County Board – Regular Meeting, Commissioners’ Boardroom, Courthouse, Preston |
| | 11:00 a.m. | Employee Recognition, Commissioners’ Boardroom, Courthouse, Preston |
| Thursday, February 11 | 8:00 a.m. | Southeast MN Emergency Medical Services, Workforce Development Building, Rochester |
| | 9:30 a.m. | Workforce Development, Rochester |
| | 12:00 p.m. | Fillmore County Corrections Task Force |
| | 4:30 p.m. | Soil and Water Conservation District, SWCD Building, Preston |
| Monday, February 15 | All Day | County Offices closed in observance of President’s Day |
| Tuesday, February 16 | 9:00 a.m. | Root River Watershed Advisory, Conf. Rm. 108, Fillmore County Office Building, Preston |
| | 1:00 p.m. | Technology/Land Records/GIS |
| Wednesday, February 17 | 9:00 a.m. | Basin Alliance, Rochester |
| Monday, February 22 | 6:00 p.m. | Zumbro Valley Health Services, Rochester |
| Tuesday, February 23 | 7:30 a.m. | Highway, Highway Office, Preston |
| | 9:00 a.m. | County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston |
| | 10:00 a.m. | Legislators at Board – Representative Davids and Senator Miller |
| | 1:00 p.m. | Joint Board of Health, Mabel Community Center |
| | 4:30 p.m. | Economic Development Authority |
| Monday, February 29 | 9:00 a.m. | Root River One Watershed/One Plan, Conference Room 108, Fillmore County Office Building, 902 Houston Street NW, Preston |
| Thursday & Friday March 10 th and 11 th | All Day | AMC Legislative Conference |

FILLMORE COUNTY COMMISSIONERS' MINUTES

February 2, 2016

This is a preliminary draft of the February 2nd, 2016 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 2nd day of February, 2016 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Randy Dahl, Duane Bakke, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Terry Schultz, Building Maintenance Supervisor; Ronald Gregg, Highway Engineer; Michael Frauenkron, Feedlot Officer; Kristina Kohn, Human Resources Officer; and Karen Reisner, Fillmore County Journal.

The Pledge of Allegiance was recited.

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

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

1. January 26, 2016 County Board minutes, as presented.
2. Payment of Stantec Consulting Services, Inc. invoice #1002755 in the amount of \$840.00 for Greenleafon Community Sanitary Projection professional services for December 5, 2015 through January 1, 2016.
3. Family and Medical Leave for Employee #924 for up to twelve (12) weeks effective January 19, 2016 in accordance with County Policies.

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

WARRANTS

The Auditor's warrants were reviewed.

Terry Schultz, Building Maintenance Supervisor, was present.

On motion by Bakke and seconded by Root, the Board unanimously approved the bid for tuck pointing at the Sheriff's Office Building in the amount of \$14,606 and the County Office Building in the amount of \$11,864 from Karr Tuckpointing, LLC.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the proposal from Winona Heating and Ventilating, Inc. in the amount of \$9,820 for the air conditioning compressor at the Fillmore County Office Building.

Michael Frauenkron, Feedlot Officer/Zoning Technician, was present.

On motion by Root and seconded by Dahl, the Board unanimously approved the use of \$16,520 of Feedlot grant dollars towards the Pictometry project.

Ronald Gregg, Highway Engineer, was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved to enter into a contract with the Department of Natural Resources (DNR) to conduct a Mussel Survey for the two bridge replacements

on County State Aid Highway No. 1.

Kristina Kohn, Human Resources Officer, was present.

On motion by Dahl and seconded by Root, the Board unanimously approved the hire of Jay Meyer as replacement Highway Maintenance Specialist I for the Cherry Grove Shop at union scale effective February 12, 2016 as recommended by the Hiring Committee.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the hire of Christopher Aasum as Engineering Technician, Sr. at Grade 9/Step 4, effective March 11, 2016 as recommended by the Hiring Committee. The Hiring Committee recommended starting the candidate at a higher step based on his experience and completed trainings. Highway Engineer Gregg provided a written recommendation based on the Fillmore County Personnel Policy and Procedures, Section 4.01C, noting the candidate has ten certifications completed which will result in savings in training expenses and has the experience that would justify a higher starting step.

On motion by Dahl and seconded by Bakke, the Board unanimously approved the increase in full time equivalency (FTE) for Sara Peterson, RN, from 0.5 to 0.7 FTE effective February 5, 2016 as recommended by the Community Services Committee.

On motion by Dahl and seconded by Root, the Board unanimously approved the hire of a temporary Registered Nurse, not to exceed six (6) months, at Grade 9/Step 1 as recommended by the Community Services Committee.

The Citizens Input portion of the meeting was opened and closed at 9:36 a.m. as no one was present to speak.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the PRI line contract with Centurylink which requires a fee of \$277 for the Sheriff's Office line installation along with a five-year term for \$698.51/month for the PRI line; with the ability to add the other two existing PRI lines to the contract at the end of the year when the contract for those lines is complete for the five year term price.

A Calendar review was done and the following Committee reports and announcements were given:

Root – Attended the Kiwanis meeting in Spring Valley.

Root/Prestby – Solid Waste – upcoming retirements, Winneshiek Landfill renewal, Hauler's License fee recommend increasing to \$75 from \$50.

Calendar – Fillmore-Houston Joint Board of Health at Mabel Community Center at 1:00 p.m., February 23rd.

Airport – Dahl/Bakke – Revision of airport construction needs. Asked Highway/Airport Office Manager Schroeder to prepare for a full Airport Committee meeting to come up with plan, looking at hangars and places for hangars. Original plans will not work due to changes in setbacks per Federal/State requirements. The County levies dollars every year for the airport, however a portion of the levy is paid for by persons that pay property taxes for their hangars.

Bakke – Local Government Water Roundtable – discussed the Governor's conservation initiative that involves long-term money for a program that gives a perpetual easement. Buffer law was discussed. Governor admitted that they did not have private ditches in the original law. The group discussed the set dollar amounts that go to the watersheds, such as the One Watershed, One Plan, after the plan is complete for implementation.

Lentz/Prestby – Law Enforcement had vehicle discussions, Information Systems issues and PRI line discussion.

Dahl/Lentz – Community Services – MNSure, Public Health staffing, Veterans' grant request and discussed functions and shared services.

Lentz – Economic Development Authority

Prestby – Meeting with Amish on permitting for home-based businesses and septic.

On motion by Bakke and seconded by Lentz, the Chair adjourned the meeting at 10:08 a.m.



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		
3804	Bakke/Duane 01-003-000-0000-6335		255.42	Mileage 01/04/2016 01/27/2016	Jan 2016	Employee Automobile Allowance
3804	Bakke/Duane		255.42		1 Transactions	
5887	Dahl/Randy 01-003-000-0000-6335		125.82	Mileage 01/05/2016 02/02/2016	Jan 2016	Employee Automobile Allowance
5887	Dahl/Randy		125.82		1 Transactions	
2081	Lentz/Mitch 01-003-000-0000-6335		71.28	Mileage 01/05/2016 01/26/2016	Jan 2016	Employee Automobile Allowance
2081	Lentz/Mitch		71.28		1 Transactions	
1152	Prestby/Marc 01-003-000-0000-6335		118.80	Mileage 01/05/2016 01/26/2016	Jan 2016	Employee Automobile Allowance
1152	Prestby/Marc		118.80		1 Transactions	
3	DEPT Total:		571.32	Board Of Commissioners	4 Vendors	4 Transactions
60	DEPT			Information Systems		
111	Fillmore Co Treasurer- Credit Card/ACH 01-060-000-0000-6285		78.95	SiteGround.com	4816	Professional Fees
111	Fillmore Co Treasurer- Credit Card/ACH		78.95		1 Transactions	
60	DEPT Total:		78.95	Information Systems	1 Vendors	1 Transactions
103	DEPT			Assessor		
111	Fillmore Co Treasurer- Credit Card/ACH 01-103-000-0000-6242		400.00	MAAO M.Ship CB BH HK RV	8299	Membership Dues
111	Fillmore Co Treasurer- Credit Card/ACH		400.00		1 Transactions	
1191	Hoff/Brian 01-103-000-0000-6335		150.66	Mileage 01/05/2016 01/29/2016	Jan 2016	Employee Automobile Allowance



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
1191 Hoff/Brian		150.66	1 Transactions	
9106 Vikre/Ron				
01-103-000-0000-6335		75.60	Mileage	Employee Automobile Allowance
			01/04/2016 01/21/2016	
9106 Vikre/Ron		75.60	1 Transactions	
103 DEPT Total:		626.26	Assessor	3 Vendors 3 Transactions
104 DEPT			Gis	
272 Newman Signs				
01-104-000-0000-6514		89.31	EC Film Flat	Address Signs
272 Newman Signs		89.31	1 Transactions	
104 DEPT Total:		89.31	Gis	1 Vendors 1 Transactions
106 DEPT			Unallocated Recording Fee	
4844 Stonebrook Engineering				
01-106-000-0000-6340		250.00	N1/4 Corner of Sec. 16-102-12	Re-Monumentation Of Section Corners
4844 Stonebrook Engineering		250.00	1 Transactions	
106 DEPT Total:		250.00	Unallocated Recording Fee	1 Vendors 1 Transactions
111 DEPT			Facilites Mtce	
9 AmeriPride Services, Inc				
01-111-000-0000-6377		29.41	Dust Mop Service	Fees And Service Charges
01-111-000-0000-6377		29.41	Dust Mop Service	Fees And Service Charges
9 AmeriPride Services, Inc		58.82	2 Transactions	
111 Fillmore Co Treasurer- Credit Card/ACH				
01-111-000-0000-6411		129.13	Gloves for Cleaning	Custodial Supplies
111 Fillmore Co Treasurer- Credit Card/ACH		129.13	1 Transactions	
5010 Meldahl/Nick				
01-111-000-0000-6335		4.32	Mileage	Employee Automobile Allowance
			01/04/2016 01/26/2016	
5010 Meldahl/Nick		4.32	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
5988	Preston Auto Parts 01-111-000-0000-6580		35.91	Maintenance Supplies	458746	Other Repair And Maintenance Supplies
5988	Preston Auto Parts		35.91	1 Transactions		
3448	Reliable Pest Management 01-111-000-0000-6377		45.00	Rodent Control at FCOB	3463	Fees And Service Charges
3448	Reliable Pest Management		45.00	1 Transactions		
5050	Tufte/Blaine 01-111-000-0000-6335		12.96	Mileage 01/04/2016 01/26/2016	Jan 2016	Employee Automobile Allowance
5050	Tufte/Blaine		12.96	1 Transactions		
111	DEPT Total:		286.14	Facilites Mtce	6 Vendors	7 Transactions
202	DEPT			Sheriff		
3684	Ask/Mike 01-202-000-0000-6337		17.28	Bailiff Mileage	Jan 2016	Other Travel Expense
3684	Ask/Mike		17.28	1 Transactions		
8070	BCA-CJTE 01-202-000-0000-6357		75.00	DMTG Online Cert D Dornink	20799 OLDMT16C	Peace Officer Training Expense
8070	BCA-CJTE		75.00	1 Transactions		
2988	Bluff Country Newspaper Group 01-202-000-0000-6455	AP P	84.00	Parking Tickets	00046598	Law Enforcement Supplies
2988	Bluff Country Newspaper Group		84.00	1 Transactions		
2584	CDW Government Inc 01-202-000-0000-6455		99.24	Presenter Green Laser	BTC9774	Law Enforcement Supplies
	01-202-000-0000-6455		35.46	Dymo White Shipping Labels	BTF4192	Law Enforcement Supplies
2584	CDW Government Inc		134.70	2 Transactions		
1752	Mark's Electronics 01-202-000-0000-6650		1,433.00	Install Equip 2016 Squad Car	550880	Vehicles Purchased
1752	Mark's Electronics		1,433.00	1 Transactions		
6007	O'Donnell/John 01-202-000-0000-6337		58.32	Bailiff Mileage	Jan 2016	Other Travel Expense



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
6007 O'Donnell/John		58.32	1 Transactions	
4487 PRESTON SERVICE PLUS				
01-202-000-0000-6311		12.00	Tire Repair 1203	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		44.71	Service 1402	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		60.00	Mount Tires 1501	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		40.42	Service 273 NBT	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		54.93	Service 960 PNB	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		62.71	Service 2013 Unmarked Impala	Miscellaneous Repairs And Maintenance
01-202-000-0000-6311		47.85	Service 1201	Miscellaneous Repairs And Maintenance
4487 PRESTON SERVICE PLUS		322.62	7 Transactions	
202 DEPT Total:		2,124.92	Sheriff	7 Vendors 14 Transactions
205 DEPT			Sheriff Contingent Funds	
9155 Lyman's Auto Center, Inc.				
01-205-000-0000-6382		345.00	Towing Forfeiture	Vehicle Forfeiture Exp Ms169A.63
9155 Lyman's Auto Center, Inc.		345.00	1 Transactions	
205 DEPT Total:		345.00	Sheriff Contingent Funds	1 Vendors 1 Transactions
251 DEPT			County Jail	
9 AmeriPride Services, Inc				
01-251-000-0000-6377		61.43	Laundry	Fees And Service Charges
			01/12/2016 01/12/2016	
01-251-000-0000-6377		61.43	Laundry	Fees And Service Charges
			01/26/2016 01/26/2016	
9 AmeriPride Services, Inc		122.86	2 Transactions	
3435 DALCO				
01-251-000-0000-6411		330.58	Custodial Supplies	Custodial Supplies
3435 DALCO		330.58	1 Transactions	
4899 HEALTHDIRECT #119				
01-251-000-0000-6431		647.67	Inmate Meds	Drugs And Medicine
4899 HEALTHDIRECT #119		647.67	1 Transactions	
83550 Kelly Printing & Signs				



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
		01-251-000-0000-6402			67.00	Hold for Cell Cards		22829		Stationary And Forms	
83550	Kelly Printing & Signs				67.00		1 Transactions				
4866	MEnD CORRECTIONAL CARE,PLLC	01-251-000-0000-6429			2,083.33	Healthcare Contract Feb2016		1119		Nurse/Medical Service Agreement	
4866	MEnD CORRECTIONAL CARE,PLLC				2,083.33		1 Transactions				
7156	Midwest Monitoring & Surveillance	01-251-000-0000-6285	AP	P	100.00	Drug Tests		NovLab/UA		Professional Fees	
7156	Midwest Monitoring & Surveillance				100.00		1 Transactions				
2273	Olmsted Medical Center	01-251-000-0000-6431	AP	P	238.00	Inmate medical		Dec 2015		Drugs And Medicine	
2273	Olmsted Medical Center				238.00		1 Transactions				
251	DEPT Total:				3,589.44	County Jail		7 Vendors		8 Transactions	
441	DEPT					Public Health					
3169	Pohlman/Brenda L	01-441-000-0000-6449			43.20	SE MN PHEP		Jan 2016		Prpardeness Grant	
						01/21/2016	01/21/2016				
3169	Pohlman/Brenda L				43.20		1 Transactions				
441	DEPT Total:				43.20	Public Health		1 Vendors		1 Transactions	
443	DEPT					Nursing Service					
9405	Anderson/Maureen	01-443-000-0000-6335	AP	P	56.35	Mileage		Dec 2015		Employee Automobile Allowance	
						12/21/2015	12/30/2015				
		01-443-000-0000-6335			125.28	Jan 2016 Mileage		Jan 2016		Employee Automobile Allowance	
						01/04/2016	01/28/2016				
9405	Anderson/Maureen				181.63		2 Transactions				
2138	Baker/Jan	01-443-000-0000-6335			190.62	Jan 2016 Mileage		Jan 2016		Employee Automobile Allowance	
						01/06/2016	01/28/2016				
2138	Baker/Jan				190.62		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
2988	Bluff Country Newspaper Group 01-443-000-0000-6241		3.50	Display Ad	AC200061	Advertising
2988	Bluff Country Newspaper Group		3.50	1 Transactions		
5660	De Lage Landen Financial Services 01-443-000-0000-6310		201.01	Copy Machine Lease	769634	Contract Repairs & Maintenance
5660	De Lage Landen Financial Services		201.01	1 Transactions		
4637	ERICKSON/JESSICA 01-443-000-0000-6335		442.26	Jan 2016 Mileage 01/05/2016	Jan 2016	Employee Automobile Allowance
4637	ERICKSON/JESSICA		442.26	01/29/2016 1 Transactions		
5936	Jem Movie Theatre 01-443-000-0000-6437		300.00	Movie SorceAdvertisement 01/01/2016	90	C & Tc Supplies
	01-443-000-0000-6437		300.00	06/30/2016 Movie SorceAdvertisement	91	C & Tc Supplies
	01-443-000-0000-6437		60.00	07/01/2016 Rental/CTC	12/31/2016 92	C & Tc Supplies
5936	Jem Movie Theatre		660.00	3 Transactions		
8205	Kruegel/Vicki 01-443-000-0000-6335		100.44	Jan 2016 Mileage 01/05/2016	Jan 2016	Employee Automobile Allowance
8205	Kruegel/Vicki		100.44	01/29/2016 1 Transactions		
4752	Logsdon/Linda 01-443-000-0000-6335		276.75	Jan 2016 Mileage 01/04/2016	Jan 2016	Employee Automobile Allowance
4752	Logsdon/Linda		276.75	01/28/2016 1 Transactions		
443	DEPT Total:		2,056.21	Nursing Service	8 Vendors	11 Transactions
444	DEPT			Home Health		
4176	ABILITY NETWORK INC 01-444-000-0000-6310		174.00	Medicare Billing Jan 2016	16M-0009886	IT Upkeep
4176	ABILITY NETWORK INC		174.00	1 Transactions		
1901	Aske/Nancy J					



Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
		01-444-000-0000-6335		8.32	HHA Auto Expense	01/04/2016 01/08/2016	Jan 2016	Employee Automobile Allowance
		01-444-000-0000-6335		8.32	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
1901	Aske/Nancy J			16.64		2 Transactions		
3801	Bergo/Doreen	01-444-000-0000-6335		54.00	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
3801	Bergo/Doreen			54.00		1 Transactions		
2508	Clark/Evelyn	01-444-000-0000-6335		23.22	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
2508	Clark/Evelyn			23.22		1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH							
		01-444-000-0000-6433	AP P	404.82	CoagSystem Client #31806		Dec 2015	Waiver Reimbursables
		01-444-000-0000-6433	AP P	229.99	Coag Strips Client #31806		Dec 2015	Waiver Reimbursables
		01-444-000-0000-6433	AP P	149.00	Medication System #32309		Dec 2015	Waiver Reimbursables
111	Fillmore Co Treasurer- Credit Card/ACH			783.81		3 Transactions		
3647	Jergenson/Karin	01-444-000-0000-6335		21.60	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
3647	Jergenson/Karin			21.60		1 Transactions		
3070	Kallis/Sara	01-444-000-0000-6335		176.04	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
3070	Kallis/Sara			176.04		1 Transactions		
8660	Lopez/Debbilyn	01-444-000-0000-6335		37.26	HHA Auto Expense	01/11/2016 01/22/2016	Jan 2016	Employee Automobile Allowance
8660	Lopez/Debbilyn			37.26		1 Transactions		
1814	Martin/Debra	01-444-000-0000-6335		74.52	HHA Auto Expense		Jan 2016	Employee Automobile Allowance

CHUFFMAN

2/4/16 10:42AM

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	On Behalf of Name
			Paid On Bhf #	
1814 Martin/Debra		74.52	01/11/2016 01/22/2016 1 Transactions	
5997 Ostby/Helen 01-444-000-0000-6335		123.12	HHA Auto Expense 01/11/2016 01/22/2016 1 Transactions	Jan 2016 Employee Automobile Allowance
5997 Ostby/Helen		123.12		
3429 Tienter/Lesa 01-444-000-0000-6335		159.30	HHA Auto Expense 01/11/2016 01/22/2016 1 Transactions	Jan 2016 Employee Automobile Allowance
3429 Tienter/Lesa		159.30		
444 DEPT Total:		1,643.51	Home Health	11 Vendors 14 Transactions
1 Fund Total:		11,704.26	County Revenue Fund	66 Transactions

CHUFFMAN
 2/4/16 10:42AM
 12 INFRA FUND

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
111	DEPT		Facilities Mtce		
	4546 SCHWICKERT'S				
	12-111-000-0000-6625		994.00 Chimney Repair	S510000371	Building Improvement
	4546 SCHWICKERT'S		994.00	1 Transactions	
111	DEPT Total:		994.00	Facilities Mtce	1 Vendors 1 Transactions
12	Fund Total:		994.00	INFRA FUND	1 Transactions



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
300 DEPT				Highway Administration
111 Fillmore Co Treasurer- Credit Card/ACH 13-300-000-0000-6245		185.00	REGISTRATION 021216	Registration Fees
111 Fillmore Co Treasurer- Credit Card/ACH		185.00	1 Transactions	
1671 Regents Of The University Of Minnesota 13-300-000-0000-6245		125.00	REGISTRATION 021216	Registration Fees
1671 Regents Of The University Of Minnesota		125.00	1 Transactions	
300 DEPT Total:		310.00	Highway Administration	2 Vendors 2 Transactions
310 DEPT				Highway Maintenance
1075 Atssa 13-310-000-0000-6245		145.00	REGISTRATION 021216	J DYRESON Registration Fees
1075 Atssa		145.00	1 Transactions	
1891 Bruening Rock Products, Inc. 13-310-000-0000-6505		11,368.31	ROCK 021216	1667 Aggregate
1891 Bruening Rock Products, Inc.		11,368.31	1 Transactions	
145 G & K Services 13-310-000-0000-6293		318.91	UNIFORMS 021216	1491208 Uniform Expense
145 G & K Services		318.91	1 Transactions	
310 DEPT Total:		11,832.22	Highway Maintenance	3 Vendors 3 Transactions
320 DEPT				Highway Construction
111 Fillmore Co Treasurer- Credit Card/ACH 13-320-000-0000-6337		171.39	LODGING 021216	Other Travel Expense
13-320-000-0000-6377		142.00	CONSTRUCTION SPEC BOOKS 021216	Fees And Service Charges
13-320-000-0000-6501		76.17	SUPPLIES 021216	Engineering And Surveying Supplies
111 Fillmore Co Treasurer- Credit Card/ACH		389.56	3 Transactions	
8517 Frontier Precision, Inc 13-320-000-0000-6245		99.00	REGISTRATION 021216	145074 Registration Fees
13-320-000-0000-6501		47.20	SUPPLIES 021216	145370 Engineering And Surveying Supplies
8517 Frontier Precision, Inc		146.20	2 Transactions	



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
324	Rochester Sand & Gravel Inc 13-320-000-0000-6343 13-320-000-0000-6616		18,171.99 37,500.00	608-43 R/C FNL 608-43 CRIP FNL	SAP 23-608-043 SAP 23-608-043	Regular Construction Contracts Local Road Imporvement Program Grant
324	Rochester Sand & Gravel Inc		55,671.99	2 Transactions		
320	DEPT Total:		56,207.75	Highway Construction	3 Vendors	7 Transactions
330	DEPT			Equipment Maintenance Shops		
2322	Carquest 13-330-000-0000-6575 13-330-000-0000-6575		17.22 223.73	FILTERS 021216 FILTERS 021216	1537211104 1537211162	Machinery Parts Machinery Parts
2322	Carquest		240.95	2 Transactions		
5005	Cintas Corporation- First Aid & Safety 13-330-000-0000-6576		88.67	SUPPLIES 021216	4355567	Shop Supplies & Tools
5005	Cintas Corporation- First Aid & Safety		88.67	1 Transactions		
8165	Dave Syverson Freightliner 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575 13-330-000-0000-6575		829.40 82.33 297.60 818.09 12.33 1,883.76 135.21 330.00 169.96	LABOR 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216 PARTS 021216	103588 103588 242388 242452 242483 242641 242914 242920 243626	Machinery Parts Machinery Parts Machinery Parts Machinery Parts Machinery Parts Machinery Parts Machinery Parts Machinery Parts Machinery Parts
8165	Dave Syverson Freightliner		4,558.68	9 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH 13-330-000-0000-6561		36.00	FUEL 021216		Gasoline Diesel And Other Fuels
111	Fillmore Co Treasurer- Credit Card/ACH		36.00	1 Transactions		
145	G & K Services 13-330-000-0000-6576		240.97	SUPPLIES 021216	1491208	Shop Supplies & Tools
145	G & K Services		240.97	1 Transactions		
3714	Hovey Oil Co Inc 13-330-000-0000-6561		420.90	#1 DIESEL 021216	89742	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		447.00	#2 DIESEL 021216	89742 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		491.05	#1 DIESEL 021216	89757 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		512.56	#2 DIESEL 021216	89757 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		177.88	GAS 021216	89757 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		494.55	#1 DIESEL 021216	89758 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		438.14	#2 DIESEL 021216	89758 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		2,911.69	GAS 021216	89759 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		280.60	#1 DIESEL 021216	89772 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		339.72	#2 DIESEL 021216	89772 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		457.77	#1 DIESEL 021216	89785 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		508.26	#2 DIESEL 021216	89785 Gasoline Diesel And Other Fuels
3714 Hovey Oil Co Inc		7,480.12		12 Transactions
3616 Pro-Stall Auto Glass				
13-330-000-0000-6575		100.00	LABOR 021216	14780 Machinery Parts
13-330-000-0000-6575		346.94	PARTS 021216	14780 Machinery Parts
3616 Pro-Stall Auto Glass		446.94		2 Transactions
3989 Ronco Engineering Co Inc				
13-330-000-0000-6576		645.32	SUPPLIES 021216	3034114 Shop Supplies & Tools
3989 Ronco Engineering Co Inc		645.32		1 Transactions
7757 Universal Truck Equipment Inc				
13-330-000-0000-6575		2,049.24	PARTS 021216	40750 Machinery Parts
13-330-000-0000-6575		232.10	PARTS 021216	40956 Machinery Parts
13-330-000-0000-6575		3,095.37	PARTS 021216	40957 Machinery Parts
7757 Universal Truck Equipment Inc		5,376.71		3 Transactions
3761 W.D. Larson Co Ltd Inc				
13-330-000-0000-6575		971.94	PARTS 021216	26034 Machinery Parts
3761 W.D. Larson Co Ltd Inc		971.94		1 Transactions
3368 Western Petroleum Company d/b/a Tran				
13-330-000-0000-6565		582.90	ANTI-FREEZE 021216	117502 Motor Oil And Lubricants
13-330-000-0000-6565		557.10	SUPPLIES 021216	117502 Motor Oil And Lubricants
3368 Western Petroleum Company d/b/a Tran		1,140.00		2 Transactions
451 Ziegler Inc				
13-330-000-0000-6575		395.65	PARTS 021216	2890800 Machinery Parts

CHUFFMAN

2/4/16 10:42AM

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	Service Dates	Paid On Bhf #	On Behalf of Name
451	Ziegler Inc		395.65	1 Transactions	
330	DEPT Total:		21,621.95	Equipment Maintenance Shops	12 Vendors 36 Transactions
13	Fund Total:		89,971.92	County Road & Bridge	48 Transactions

CHUFFMAN
 2/4/16 10:42AM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
390	DEPT		Resource Recovery Center		
	3621 CUMMINGS/DONALD				
	14-390-000-0000-6242		Govt membership Rate Paulson	3621	Membership Dues
	3621 CUMMINGS/DONALD		1 Transactions		
390	DEPT Total:		Resource Recovery Center	1 Vendors	1 Transactions
14	Fund Total:		Sanitation Fund		1 Transactions

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
350 DEPT		County Airport		
1435 Deters/Isaac				
23-350-000-0000-6316	AP P	15/16 Snow Removal #1	11290	Grounds Maintenance
1435 Deters/Isaac		1 Transactions		
3370 Haakenson Electric Inc				
23-350-000-0000-6317		Infrared Heater Wired	2865	Building Maintenance
3370 Haakenson Electric Inc		1 Transactions		
2421 Vis Plumbing & Heating Inc				
23-350-000-0000-6317	AP P	ReVerver Ray Heat Unit	97093	Building Maintenance
2421 Vis Plumbing & Heating Inc		1 Transactions		
350 DEPT Total:		5,678.96 County Airport	3 Vendors	3 Transactions
23 Fund Total:		5,678.96 County Airport Fund		3 Transactions



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #
				On Behalf of Name
705 DEPT			Economic Development	
3959 Jevne/LeAnn				
91-705-000-0000-6335		21.60	EDA Meeting	Jan 2016
			01/26/2016 01/26/2016	Employee Automobile Allowance
3959 Jevne/LeAnn		21.60	1 Transactions	
8055 Marzolf/Corwin				
91-705-000-0000-6335		21.60	EDA Meeting	Jan 2016
			01/26/2016 01/26/2016	Employee Automobile Allowance
8055 Marzolf/Corwin		21.60	1 Transactions	
1870 Reisner/Karen				
91-705-000-0000-6335		10.26	EDA Meeting	Jan 2016
			01/26/2016 01/26/2016	Employee Automobile Allowance
1870 Reisner/Karen		10.26	1 Transactions	
705 DEPT Total:		53.46	Economic Development	3 Vendors
				3 Transactions
91 Fund Total:		53.46	Economic Development Author	3 Transactions
Final Total:		108,552.60	79 Vendors	122 Transactions

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	11,704.26	County Revenue Fund	
	12	994.00	INFRA FUND	
	13	89,971.92	County Road & Bridge	
	14	150.00	Sanitation Fund	
	23	5,678.96	County Airport Fund	
	91	53.46	Economic Development Authori	
	All Funds	108,552.60	Total	Approved by,
			
			



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5016	A+ Imaging Systems 01-251-000-0000-6310		118.93	copier contract	101243	Contract Repairs And Maintenance
5016	A+ Imaging Systems		118.93	1 Transactions		
3219	Centurylink 01-251-000-0000-6203		70.76	Telephones	1364722770	Telephone
	01-149-000-0000-6203		98.64	Jan 2016-Courthouse	1364723215	Telephone
	01-149-000-0000-6203		165.08	Jan 2016 - FCOB	1364725763	Telephone
3219	Centurylink		334.48	3 Transactions		
4574	Hanson/Robert G. 01-125-000-0000-6377		325.00	Jan 2016 Van trips-VA hospital		Fees And Service Charges
4574	Hanson/Robert G.		325.00	1 Transactions		
695	Hauser/John 01-125-000-0000-6377		325.00	Jan 2016 Van trips-VA hospital		Fees And Service Charges
695	Hauser/John		325.00	1 Transactions		
4504	Laughlin/Ronald D. 01-125-000-0000-6377		195.00	Jan 2016 Van trips-VA hospital		Fees And Service Charges
4504	Laughlin/Ronald D.		195.00	1 Transactions		
6094	MN Energy Resources Corporation 01-251-000-0000-6255		1,168.74	Natural gas-901 NW Houston St	502907328-0001	Gas
6094	MN Energy Resources Corporation		1,168.74	1 Transactions		
1 Fund Total:			2,467.15	County Revenue Fund	6 Vendors	8 Transactions



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4369	AcenTek 13-300-000-0000-6203		47.66	TELEPHONE 020516	43657-3	Telephone
	13-300-000-0000-6203		29.10	TELEPHONE 020516	64164-1	Telephone
4369	AcenTek		76.76	2 Transactions		
3219	Centurylink 13-300-000-0000-6203		30.68	TELEPHONE 020516	83398791	Telephone
3219	Centurylink		30.68	1 Transactions		
6094	MN Energy Resources Corporation 13-330-000-0000-6255		1,249.14	NATURAL GAS 020516	502625354	Gas
	13-330-000-0000-6255		607.40	NATURAL GAS 020516	507313281	Gas
	13-330-000-0000-6255		646.68	NATURAL GAS 020516	507351562	Gas
6094	MN Energy Resources Corporation		2,503.22	3 Transactions		
343	Spring Valley Public Utilities 13-330-000-0000-6251		370.80	UTILITIES 020516	1124	Electricity
343	Spring Valley Public Utilities		370.80	1 Transactions		
13 Fund Total:			2,981.46	County Road & Bridge	4 Vendors	7 Transactions

CJOHNSON
 2/5/16 10:26AM
 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
5882 Winneshiek County Landfill 14-390-000-0000-6374		3,791.70	1/20-1/25 households	20474 Landfill Tipping Fees
5882 Winneshiek County Landfill		3,791.70	1 Transactions	
14 Fund Total:		3,791.70	Sanitation Fund	1 Vendors 1 Transactions

CJOHNSON
 2/5/16 10:26AM
 23 County Airport Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 23-350-000-0000-6203			5.61	January analog line	1364680541	Telephone
3219	Centurylink			5.61	1 Transactions		
423	Tri-County Electric Cooperative 23-350-000-0000-6251	AP	P	137.50	12/1/15-1/1/16 electricity	FG5C-08T	Electricity
	23-350-000-0000-6251	AP	P	495.54	12/1/15-1/1/16 Electricity	FG5C-09	Electricity
423	Tri-County Electric Cooperative			633.04	2 Transactions		
23 Fund Total:				638.65	County Airport Fund	2 Vendors	3 Transactions



<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>
1859 MN Department Of Finance 87-000-000-0000-2100 87-000-000-0000-2313		1,536.00 3,192.00	January 2016 vitals Jan 2016 RE Surcharge	Due To Other Governmental Agencies Real Estate Surcharge
1859 MN Department Of Finance		4,728.00	2 Transactions	
5993 Mn Dept Of Health 87-000-000-0000-2312		255.00	Jan 2016 Well certificate	Well Management Funds
5993 Mn Dept Of Health		255.00	1 Transactions	
87 Fund Total:		4,983.00	State Revenue And School Fund	2 Vendors 3 Transactions
Final Total:		14,861.96	15 Vendors	22 Transactions

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	2,467.15	County Revenue Fund	
	13	2,981.46	County Road & Bridge	
	14	3,791.70	Sanitation Fund	
	23	638.65	County Airport Fund	
	87	4,983.00	State Revenue And School Fund	
	All Funds	14,861.96	Total	Approved by,
			
			

**Port Authority of the City of Saint Paul
Property Assessed Clean Energy Program
(PACE OF MN)
JOINT POWERS AGREEMENT**

Saint Paul Port Authority
850 Lawson Commons
380 St. Peter Street
Saint Paul, MN 55102
(651) 224-5686
(651) 223-5198 (fax)
www.sppa.com

Revised 11/30/2015

JOINT POWERS AGREEMENT

This Agreement, made and entered into as of the ____ day of _____, 2016, by and between the Port Authority of the City of Saint Paul (the "Port Authority"), a body corporate and politic, and the County of Fillmore, Minnesota, a political subdivision under the laws of Minnesota (the "County"), provides as follows:

WHEREAS, the Port Authority has been engaged in governmental programs for providing financing in the County of Ramsey and in other areas of the State of Minnesota (the "State") by making loans evidenced by various financing leases and loan agreements, and in the process of operating these programs the Port Authority has developed a high degree of financial expertise and strength; and

WHEREAS, Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (collectively the "Act") authorize the County to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the "Cost Effective Energy Improvements" as defined in the Act or "Improvements") on Qualifying Real Properties" as defined in the Act (the "Properties" or "Property") located within the boundaries of the County through the use of special assessments; and

WHEREAS, the Act authorizes the County to designate a local government unit other than the County to implement the program under the Act on behalf of the County; and

WHEREAS, the County has one or more projects within the boundaries of the County that have Improvements in need of financing, and has adopted its Resolution No. _____ (a copy of which is attached hereto as Exhibit A) to designate the Port Authority to implement and administer a program on behalf of the County to finance such Improvements; and

WHEREAS, the Port Authority has created a program under the Act known as the Property Assessed Clean Energy Program ("PACE OF MN") for purposes of implementing and administering the activities described in the Act, and the Port Authority is willing to implement and administer that program on behalf of the County as requested herein; and

WHEREAS, the County has expressed a desire to make energy improvement financing programs of the kind managed by the Port Authority available for improvements of eligible properties within its boundaries, including but not limited to the Energy Savings Partnership, Trillion BTU and PACE OF MN, and a joint powers agreement is required between the County and the Port Authority for PACE OF MN; and

WHEREAS, the Improvements will serve citizens of _____ County and the State of Minnesota.

NOW THEREFORE, in consideration of the mutual covenants herein made, the parties to this Agreement hereby agree as follows:

1. The Port Authority will exercise the powers of the Act on behalf of the County by providing financing for Improvements located within the boundaries of the County. Except as otherwise provided in this Joint Powers Agreement, the Port Authority shall be solely responsible for the implementation and administration of PACE OF MN and the financing of the Improvements.

2. In connection with its implementation and administration of PACE OF MN, and its financing of the Improvements located within the boundaries of the County, it is anticipated that the Port Authority will enter into various agreements with persons wishing to obtain financing for Improvements located within the boundaries of the County as well as with sources of financing for such Improvements (collectively the “Program Documents”).

3. The Port Authority may and is permitted to charge fees for its implementation and administration of PACE OF MN, which fee will be described in, and payable under, the Program Documents.

4. The Port Authority will have the sole duty and responsibility to comply with or enforce covenants and agreements contained in the Program Documents. This power specifically includes the responsibility for monitoring and enforcing compliance with the provisions of the Program Documents.

5. Either the Port Authority or a lending institution (the “Lender”) will use its own financial resources to finance the Improvements (the “Loan”), or a taxable special assessment revenue bond(s) (the “Bond(s)”) issued by the Port Authority in favor of the Lender will be used to finance the Improvements. Regardless of the financing mechanism, the Lender will advance funds under the Program Documents to be paid from levied special assessments.

6. The Loan(s) or Bond(s) must be a special/limited obligation of the Port Authority, payable solely from special assessments levied by the County as provided herein. The Loan(s) or Bond(s) and interest thereon must neither constitute nor give rise to a general indebtedness or pecuniary liability, or a general or moral obligation, or a pledge or loan of credit of the Port Authority, the County, the City of Saint Paul or the State of Minnesota, within the meaning of any constitutional or statutory provision. To that end, the Port Authority hereby agrees to indemnify and hold harmless the County from and against any claims or losses arising out of the failure of the Port Authority to provide for the payment of principal of, and the interest or any premium on the Loan(s) or Bond(s), from special assessment payments actually paid to the Port Authority by the County. This indemnity must not, however, be construed to relate to any claims or losses which might arise by virtue of the exercise, by the County, of its governmental powers in connection with the Project, or by virtue of the failure of the County to levy and collect special assessments with respect to the Improvements or promptly remit such special assessment payments to the Port Authority as provided in the Program Documents.

7. As and for its contribution to the financing of the Improvements, and as provided in the Act, the County must impose and collect special assessments necessary to pay debt service on that portion of the Loan(s) or Bond(s) attributable to the Improvements located within the boundaries of the County. Evidence that the County has imposed such special assessments is a

precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County in accordance with the following process:

A. The Port shall provide to County an application from an Applicant under the Program which includes the following documentation:

1) A copy of the Application containing the legal name of the Applicant, its legal status, its legal address, a description of the Project, the cost of the Improvements, the total amount to be assessed against the Property and the address, legal description and tax identification code for the Property upon which the Improvements are to be constructed or installed.

2) A statement from the Port that the proposed Project as described in the Application qualifies under the requirements of the Act and the Port Authority.

3) A fully-executed copy of the Applicant's Petition and Assessment Agreement suitable for evidencing, and recording if necessary, Applicant's agreement to be assessed for the amount of the Improvements.

B. Upon receipt of the documentation described in Subparagraph A above, County agrees that it will levy an assessment against the Property for the amount to be assessed as set forth in Section 7.A. above.

C. Evidence that the County has imposed such special assessments is a precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the County.

D. In the event that, after the County levies an assessment against the Property for the costs of the Improvements and related costs as provided for in Subparagraph B above, the Port does not fund the cost of the Improvements as contemplated by this Agreement, the Port shall promptly notify County that it has not and will not fund the costs of the Improvements under the Program and County shall thereafter inform the County Auditor to remove the subject assessment from the Property.

8. Once the County has imposed special assessments to finance Improvements located within the boundaries of the County, the County transfer all collections of the assessments received by it upon receipt to the Port Authority for application to the payment of the applicable Loan(s) or Bond(s). The County will take all actions permitted by law for the recovery of the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4. The County has no obligation to make any payment on the applicable Loan(s) or Bond(s) other than by the imposition and collection of special assessments pursuant to the Act. The County acknowledges that the Lender is a third-party beneficiary of the County's covenants herein with respect to the imposition and transfer of special assessments described herein.

9. Unless otherwise provided by concurrent action of the Port Authority and the County, this Agreement will terminate upon a 30-day's advanced written notice to the other Joint Powers Agreement partner or upon the retirement or defeasance of all Loan(s) or Bond(s), whichever is later; and notwithstanding any other provisions, this Agreement may not be terminated in advance of such retirement or defeasance.

10. This Agreement may be amended by the Port Authority and the County, at any time, by an instrument executed by both of them. The Port Authority or the County may not amend this Agreement, however, if the effect of the amendment would impair the rights of the holder of the Loan(s) or Bond(s), unless the holder has consented to the amendment.

11. This Agreement may be executed in any number of counterparts, each of which when taken together will constitute a single agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Port Authority and the County have caused this Agreement to be executed on their behalf, by their duly authorized officers, as of the day and year first above written.

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By: _____
Its: President

By: _____
Its: Chief Financial Officer

COUNTY OF _____, MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

DRAFT

EXHIBIT A

Extract of Minutes of Meeting of the
Board of Commissioners of the County of _____, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of the County of _____ (the "County"), was duly held at the _____ County Government Center in the County, on _____, _____, 20____, at _____ P.M.

The following members were present:

and the following were absent:

* * * * *

The Chair announced that the next order of business was consideration of the designation of the Port Authority of the City of Saint Paul to implement and administer a program under Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 on behalf of the County.

Member _____ introduced the following resolution and moved its adoption, the reading of which had been dispensed with by unanimous consent:

RESOLUTION NO. _____

RESOLUTION DESIGNATING THE PORT AUTHORITY TO IMPLEMENT AND ADMINISTER A PROJECT ASSESSED CLEAN ENERGY IMPROVEMENT FINANCING ON BEHALF OF THE COUNTY, AND PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS AS NEEDED IN CONNECTION WITH THAT PROGRAM

BE IT RESOLVED by the Board of Commissioners of the County of _____ (the "County"), as follows:

1. The Port Authority of the City of Saint Paul (the “**Port Authority**”) has established the Property Assessed Clean Energy Program (“**PACE OF MN**”) to finance the acquisition and construction or installation of energy efficiency and conservation improvements (the “**Improvements**”), on properties located throughout the State of Minnesota through the use of special assessments pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (the “Act”).

2. In order to finance the Improvements, the County hereby determines that it is beneficial to participate in PACE OF MN, and to designate the Port Authority as the implementor and administrator of that program on behalf of the County for purposes of financing Improvements located within the County.

3. The County understands that the Port Authority may obtain funding from designated lending institutions or may issue its PACE OF MN special assessment revenue bond(s) to finance the Improvements, and that the sole security for the loan(s) or bond(s) will be special assessments imposed by the governmental entity participating in PACE OF MN.

4. To facilitate and encourage the financing of Improvements located within the County, the County covenants to levy assessments for said Improvements on the property so benefitted, in accordance with the Application and Petition for Special Assessments received from the owner(s) of the Property and approved by the Port Authority. The interest rate on the Special Assessments shall be the interest rate on the Loan(s) or Bond(s), and may include additional interest.

5. After imposition of the special assessments, the County shall collect such assessments and remit them to the Port Authority for use in the repayment of the Loan(s) or Bond(s). The County will take all actions permitted by law to recover the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4.

6. The County Manager or Assistant County Manager are authorized to execute on behalf of the County, any documents, certificates or agreements necessary to implement the program authorized by this resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

I, the undersigned, being the duly qualified and acting _____ of the County of _____, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the Board of Commissioners of said County held _____, with the original thereof on file and of record in my office and the same is a full, true and complete transcript therefrom.

WITNESS My hand officially and the seal of the County this _____ of _____.

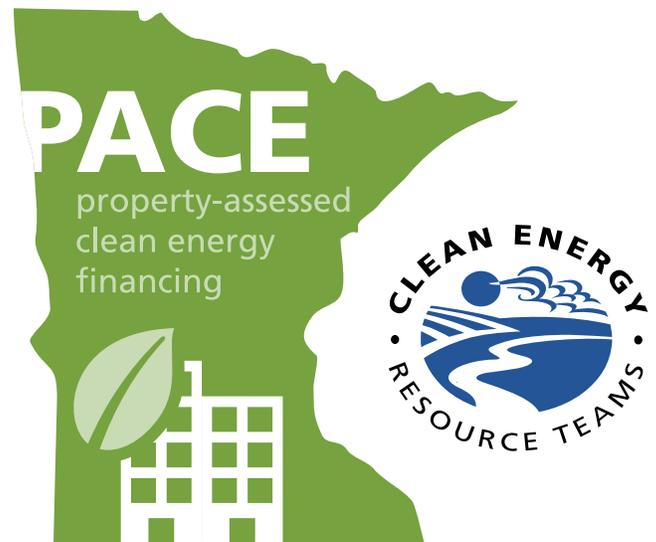
(Seal)

By: _____
Its: _____
County of _____

What is Property Assessed Clean Energy (PACE)?

PACE is a new way to finance energy efficiency and renewable energy upgrades to the buildings of commercial property owners.

Energy-saving measures pursued by the owners receive project financing and are repaid as a separate item on their property tax assessment for a set period. PACE eliminates the burden of upfront costs by providing low-cost, long-term financing.



Why PACE, and how does it work?

PACE financing helps overcome several barriers to making energy improvements:

- Eliminates high up-front costs
- Reduces dependence on credit
- Allows for comprehensive retrofits
- Allows programs to recoup their costs

Property Assessed Clean Energy (PACE) financing allows property owners to finance energy-related improvements to their buildings with affordable, long-term capital.

PACE PROJECT PROCESS



HOW THE MONEY FLOWS



[Learn more on reverse](#)

Can I use PACE to finance building improvements?

Minnesota state law allows local units of government to enter into joint powers agreements to create PACE programs. Under this innovative arrangement, commercial, industrial, nonprofit and multi-housing property owners can take on voluntary special assessments to finance energy efficiency, renewable energy, or electric vehicle infrastructure improvements to their properties.

PACE allows companies the opportunity to maintain a positive cash flow while investing in energy upgrades at no cost to taxpayers. PACE financing can also make it easier for building owners to transfer financed improvement repayment to the next owner upon sale, as the repayment resides with the property tax assessment.

Basic qualifications for PACE financing:

- Property owners must be current on mortgage and property taxes
- No federal or state liens against the property
- Must not be in bankruptcy proceeding
- Lender acknowledgement or "consent" from current mortgage lender
- Term of financing may not exceed weighted average useful life of improvements
- Improvements may not exceed 20% of assessed property value

What programs exist in Minnesota?

There are currently two commercial PACE programs available to Minnesota cities and counties that want to help finance building energy improvements in their jurisdictions.

Rural Minnesota Energy Board

Available to entities in the Rural Minnesota Energy Board's counties. The program is administered by the Southwest Regional Development Commission. Learn more at <http://mncerts.org/pace#rmeb>.



Saint Paul Port Authority

Available to entities in any city or county in Minnesota. Interested local governments can work with the Saint Paul Port Authority to authorize the program. Learn more at <http://mncerts.org/pace#sppa>.



Ready To Get Started?



Dig a little deeper: Visit the CERTs website resource page on PACE, which includes program details, a map of all participating cities and counties, and interviews with business owners who have completed projects at <http://mncerts.org/pace>.

Go further: Contact Pete Lindstrom with the Clean Energy Resource Teams at plindstr@umn.edu or 612-625-9634.



Financial Report

LWM-NRBG 2014

Grant Title: 2014 - Local Water Management - NRBG (Fillmore County)

Grant ID: P14-7906

Organization: Fillmore County

Grant Revenue	Amount
Total Awarded	\$14,278.00

Grant Expenditures

Grant Activity Category	Amount
Administration/Coordination	\$14,278.00
Total Spent	\$14,278.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

This is to certify that the information is a true and accurate representation of the grant program accounts for the 2014 - Local Water Management - NRBG (Fillmore County)- Fillmore County. We believe our records are complete and subject to an audit.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Please forward this completed form to your Board Conservationist.

If returning program funds, please use the Returned Check form.

***Make checks payable and mail to:
Board of Water and Soil Resources
520 Lafayette Road N.
St. Paul, MN 55155***



**STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

State Project Number (S.P.): A2301-MO16

State Project Number (S.P.): A2301-MO17

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and **County of Fillmore** acting through its **County Board** (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2016 and State Fiscal Year 2017.
3. Recipient assures the State that Recipient will operate and maintain the airport according to the duties and obligations set forth in this Contract.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1 **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1 Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2 The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area.
- 2.3 If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.
- 2.4 If the State contracts for the periodic paint striping of the Airport’s runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5 The Recipient will allow a representative of the State’s Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.

3. Recipient's Assurances

- 3.1 In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 3.2 Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.

4. Third-Party Contracting

- 4.1 Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1 **Consideration.** State will pay for all eligible maintenance and operation costs incurred by Recipient under this Contract as follows:
- 5.1.1 **Basis.** Recipient will be paid for 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed **\$26,734.00** ("Base Amount") of state aid for each state fiscal year.
- 5.1.2 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed **\$53,468.00** [Total for both fiscal years] (**\$26,734.00** for FY2016 and **\$26,734.00** for FY2017).

5.2 Payment

- 5.2.1 The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:

- In October, **No later than November 15**, for the period July 1 through September 30.
- In January, **No later than February 15**, for the period October 1 through December 31.
- In April, **No later than May 15**, for the period January 1 through March 31.
- In July, **No later than August 15**, for the period April 1 through June 30.

The State reserves the right to reject items that may not be eligible for reimbursement.

6. Conditions of Payment

- 6.1 All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1 **State's Authorized Representative.** State's Authorized Representative will be:
 Jenny Bahneman, Grants Specialist
 222 East Plato Boulevard
 Saint Paul, Minnesota 55107-1618
 651-234-7240

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will certify acceptance on each reimbursement request submitted for payment.

7.2 Recipient's Authorized Representative. Recipient's Authorized Representative will be:
Pam Schroeder, Fillmore County Highway Accountant
909 Houston Street Northwest, Preston, MN 55965
(507) 765-3854
pschroeder@co.fillmore.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1 Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2 Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3 Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4 Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

9. Indemnification

- 9.1** In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1** Under Minnesota Statutes §16C.05, subdivision 5, Recipient's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

11. Government Data Practices

- 11.1** Government Data Practices. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1** Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

13.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

14.1 Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

15.1 **Termination by State.** State may cancel this contract at any time, with or without cause, upon 30 days' written notice to Recipient. Upon termination, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Recipient. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Recipient notice of the lack of funding within a reasonable time of State's receiving that notice.

16. Discrimination Prohibited by Minnesota Statutes §181.59

16.1 Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: County Engineer

Date: _____

By: _____

Title: Highway/Airport Office Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the County of Fillmore as follows:

1. That the state of Minnesota Contract Number 1000981,

"Airport Maintenance and Operation Grant Contract," at the

Fillmore County Airport is accepted.

2. That the County Engineer _____ and Highway/Airport Office Manager _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Contract and any amendments on behalf of the

County of Fillmore.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Fillmore _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

_____ Fillmore County Board of Commissioners _____
(Name of the Recipient)

at an authorized meeting held on the 9th day of February, 2016

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Highway Department

Request to purchase Engineering Desk

2/9/16 Board agenda

Beckley's Office Products

- Desk surface and supports with file drawers and binder cabinet above and free standing adjacent manual cabinet.

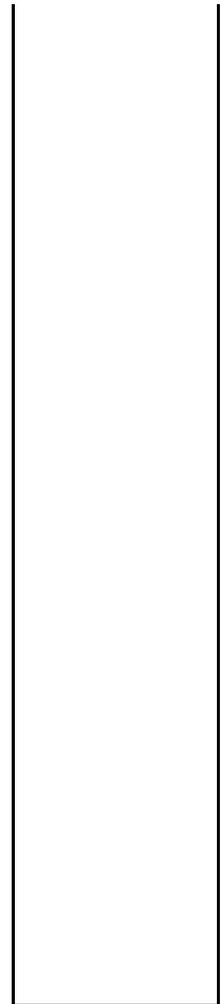
\$4,279.80

*Price Includes Delivery and setup.

Standard Options:

JKP 12V Auxiliary Power Outlet
JCF 140 MPH Primary Cert. Speedometer
WPC 18X8.0 Painted Aluminum Wheels
DJC 195MM Front Axle
DRH 195MM Rear Axle
XCH 2 Additional Key FOB's
BAJ 220 Amp Alternator
NF4 24.6 Gallon Fuel Tank
CFN 2nd Row 60/40 Folding Seat
DLK 3.45 Rear Axle Ratio
ERB 3.6L V6 24V VVT Engine
BR8 4-Wheel Disc Heavy Duty Brakes
CYD 5 Passenger Seating
RFU 5.0" Touchscreen Display
NAS 50 State Emissions
RCG 6 Speakers
DFL 8-Spd Auto 845RE Trans (Make)
BCF 800 Amp Maintenance Free Battery
RD3 Accent Color Shark Fin Antenna
MRD Accent Color Wheel Lip Molding
CBD Active Head Restraints
CG3 Advanced Multistage Front Air Bags**
JMA Air Filtering
HAH ATC w/3 Zone Temp Control
LMG Automatic Headlamps
JJM Auxiliary 12-Volt Rear Power Outlet
MWT AWD Badge
CTL Base Door Trim Panel
MMG Belt Moldings
MFF Black Grille
RSL Bluetooth Streaming Audio
MNK Body Color Door Handles
LEP Body Color Exterior Mirrors
MLH Body Color/Accent Color Front Fascia
MBT Body Color/Accent Color Rear Fascia
XJM Capless Fuel Filler
CKN Cargo Compartment Carpet
CKT Cargo Tie Down Loops
CLH Cargo Trim Panel w/Storage Net
CGU Child Seat Anchor System-LATCH Ready
MFP Chrome Headlamp Bezels

*K7 Cloth Low-Back Bucket Seats
TBK Compact Spare Tire
WKM Compact Spare Wheel
DS7 Conventional Differential Frt Axle
DS8 Conventional Differential Rear Axle
CX8 CORA Tire Press Monitoring Sensor
CLG Covered Cargo Storage
GEG Deep Tint Sunscreen Glass
CF9 Delete 3rd Row Seat
X82 Door Parts Module
CBR Door Trim Panel w/Ambient Lighting
CGY Drvr Inflatable Knee-Bolster Air Bag
JJB Dual Note Electric Horns
MZJ Durango Bright Badge
XXE Electro-Hydraulic Power Steering
BNB Electronic Stability Control
NHA Engine Oil Cooler
LSE Enhanced Accident Response System
NHJ Exterior Mirrors w/Heating Element
CKD Floor Carpet
BNR Four Wheel Traction Control
LBR Front & Rear Interior LED Lamps
GCB Front Door Tinted Glass
X83 Front End Parts Module
X8W Front Fascias Parts Module
MDA Front License Plate Bracket
LAX Front Passenger Seat Belt Alert
X89 Front Suspension Damper Parts Module
X84 Front Suspension Parts Module
CDW Frt Pass Forward Fold Flat Seat
CUF Full Length Floor Console
LBC Glove Box Lamp
JLP GPS Antenna Input
Z6K GVW Rating - 6500#
LMB Halogen Headlamps
X8Y Headliner Parts Module
NMC Heavy Duty Engine Cooling
BNG Hill Start Assist
HGA Hood Insulation
CWP Illuminated Cupholders
LAC Illuminated Entry
X81 Instrument Panel Parts Module
XRB Integrated Voice Command w/Bluetooth
CSV Interior Assist Handles
GX4 Keyless Go
GAP Laminated Front Door Glass
SCV Leather Wrapped Steering Wheel



LA3 LED Taillamps w/Red Accents
CLX Luxury Front & Rear Floor Mats
RSF Media Hub (SD, USB, Aux)
TZH Michelin Brand Tires
APA Monotone Paint
XA8 Non Adjustable Pedals
SDA Normal Duty Suspension
CUN Overhead Console
TP5 P265/60R18 BSW On/Off Road Tires
CSR Passenger Assist Handles
JPU Power 4-Way Driver Lumbar Adjust
JPR Power 8-Way Drvr/Manual Pass Seat
JKY Power Accessory Delay
GTS Power Heated Mirrors, Fold-Away
XJA Power Locking Fuel Filler Door
JPB Power Locks
SBA Power Rack and Pinion Steering
JAJ Premium Instrument Cluster w/Tach
HGP Premium Insulation Group
LNN Projector Fog Lamps
XPF Protective Coating and Remover
JP3 Pwr Front Windows, 1-Touch, Up & Down
BHC Rain Brake Support
BHD Ready Alert Braking
HBB Rear Air Conditioning w/Heater
X8U Rear Fascias Parts Module
SES Rear Load Leveling Suspension
X91 Rear Suspension Damper Parts Module
X85 Rear Suspension Parts Module
GFA Rear Window Defroster
JHB Rear Window Wiper/Washer
GXM Remote Keyless Entry
GXD Remote Proximity Keyless Entry
C1G Rotary Shifter
GN5 RR View Auto Dim Mirror w/Microphone
X8Z Seat Parts Module
GXX Sentry Key Theft Deterrent System
MRF Sill Molding
DHY Single Speed Transfer Case
AHV Special Service Group
NHM Speed Control
LNQ Spot Lamp Wiring Prep.
RDZ Steering Wheel Mounted Audio Ctrls
XBQ Steering Wheel Mounted Shift Control
GNV Sun Visors w/Vanity Mirror
CJ5 Supp. Side Curtain All Rows Air Bags
CJ1 Supplemental Frt Seat Side Air Bags

CGS Supplemental Side Air Bags
SUD Tilt/Telescope Steering Column
GBB Tinted Windshield Glass
XBN Tip Start
X88 Tire & Wheel Parts Module
XGM Tire Pressure Monitoring Display
BNT Trailer Sway Damping



RECEIVED
1-18-16

INVOICE

INVOICE #: ECN-022015
DATE: 01/04/2016

Emergency Communications Network, LLC

780 West Granada Boulevard, Suite 200
Ormond Beach, FL 32174
Phone 386-676-0294 Fax

BILL TO: Fillmore County, MN
Accounts Payable
Tom Kaase
901 Houston Street NW
Preston, MN 55965

REFERENCE #	MEMO	PAYMENT TERMS
		Due on receipt

DESCRIPTION	AMOUNT
CodeRED extension for 01/01/2016 - 12/31/2016	\$10,500.00
CodeRED Weather Warning extension for 01/01/2016 - 12/31/2016	\$5,250.00
SUBTOTAL	\$15,750.00
TOTAL	\$15,750.00

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

Payable To: Emergency Communications Network

Acct: 01-201-6316 \$ 15,750.00

Authorized Signature: _____

Dept. Head Signature: _____ 3708

Date: 1/18/16 Vendor No: _____

Description: 2016 Code Red

RESOLUTION

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

Date _____ Resolution No. _____

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS, the Fillmore County Sheriff’s Office needs authorization for signatures for the Inmate Canteen Account, and

WHEREAS, the Sheriff requests that his electronic or stamped signature along with an additional signature be authorized for any checks authorized to from this account, and

WHEREAS, the following people have been selected as additional official signers on this account as follows:

James Fenske, Ed Hallisy, Corey Merkel, Eugene Johnson, Matthew Hoff and Megan Taylor;

NOW THEREFORE, The Fillmore County Board of Commissioners authorizes the above named to be official signers on the Inmate Canteen Account.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

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

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

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

Approved 2016 IFS Trim Support - JIC

Approved by JIC on December 18, 2015 Updated: January 5, 2016

County/Agency	Population*	Auditor/Treasurer Group	2015 CMHS Support Costs	2015 Aud/Treas Support Costs	Current Total	% of Pop	2016 Proposed CMHS Support Costs	2016 Proposed Aud/Treas Support Costs	Total Agency	Total for 2015	Difference in Totals
Aitkin County	15,749	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.76%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Becker County	33,167	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.59%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Beltrami County	45,652	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.19%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Benton County	39,219	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.88%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Big Stone County	5,127	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.25%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Brown County	25,465	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.22%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Carlton County	35,505	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.70%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Carver County	95,463	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	4.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Cass County	28,604	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.37%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Chippewa County	12,146	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.58%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Chisago County	53,743	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Clay County	60,426	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.90%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Clearwater County	8,837	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.42%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Cook County	5,185	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.25%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Cottonwood County	11,610	MCCC		\$ 2,165.00	\$ 2,165.00	0.56%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Dodge County	20,342	MCIS		\$ 974.60	\$ 974.60	0.98%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Douglas County	36,529	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.75%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Faribault County	14,192	MCCC		\$ 2,165.00	\$ 2,165.00	0.68%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Fillmore County	20,827	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.00%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Freeborn County	30,917	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.48%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Goodhue County	46,447	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.23%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Grant County	5,990	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.29%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Houston County	18,814	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.90%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Hubbard County	20,585	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.99%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Isanti County	38,231	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.83%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Itasca County	45,542	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	2.18%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Jackson County	10,265	MCCC		\$ 2,165.00	\$ 2,165.00	0.49%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Kanabec County	16,009	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.77%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Kandiyohi County	42,351	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	2.03%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Kittson County	4,498	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.22%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Koochiching County	13,217	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.63%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lac qui Parle County	7,041	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.34%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lake County	10,777	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.52%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lake of the Woods County	3,932	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.19%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Le Sueur County	27,834	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.34%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Lincoln County	5,830	CPUI		\$ 974.60	\$ 974.60	0.28%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Lyon County	25,648	CPUI		\$ 974.60	\$ 974.60	1.23%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
McLeod County	36,095	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.73%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Mahnomen County	5,534	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.27%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Marshall County	9,424	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.45%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Martin County	20,429	MCCC		\$ 2,165.00	\$ 2,165.00	0.98%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Meeker County	23,109	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.11%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Mille Lacs County	25,817	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.24%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Morrison County	32,877	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Mower County	39,356	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.89%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Murray County	8,536	CPUI		\$ 974.60	\$ 974.60	0.41%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Nicollet County	33,002	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Nobles County	21,593	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.04%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92

Approved 2016 IFS Trim Support - JIC

Approved by JIC on December 18, 2015

Updated: January 5, 2016

County/Agency	Population*	Auditor/Treasurer Group	2015 CMHS Support Costs	2015 Aud/Treas Support Costs	Current Total	% of Pop	2016 Proposed CMHS Support Costs	2016 Proposed Aud/Treas Support Costs	Total Agency	Total for 2015	Difference in Totals
Norman County	6,634	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.32%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Otter Tail County	57,588	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.76%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pennington County	14,121	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.68%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pine County	29,125	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.40%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pipestone County	9,306	CPUI		\$ 974.60	\$ 974.60	0.45%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Polk County	31,569	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.51%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pope County	10,929	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.52%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Red Lake County	4,071	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.20%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Redwood County	15,755	CPUI		\$ 974.60	\$ 974.60	0.76%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Renville County	15,214	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.73%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Rice County	64,656	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	3.10%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Rock County	9,524	CPUI		\$ 974.60	\$ 974.60	0.46%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Roseau County	15,522	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.74%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Sherburne County	90,203	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	4.33%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Sibley County	15,074	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.72%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Stearns County	152,063	N/A	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	7.30%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 4,577.48	\$ 2,311.52
Steele County	36,417	CPUI		\$ 974.60	\$ 974.60	1.75%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Stevens County	9,748	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.47%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Swift County	9,551	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.46%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Todd County	24,374	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.17%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Traverse County	3,460	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.17%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Wabasha County	21,442	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.03%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wadena County	13,821	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.66%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Waseca County	19,075	MCCC		\$ 2,165.00	\$ 2,165.00	0.92%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Watsonwan County	11,136	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.53%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wilkin County	6,558	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.31%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Winona County	51,362	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.46%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wright County	128,459	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	6.16%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Yellow Medicine County	10,150	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.49%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Tri-County Corrections	15,000	MCCC		\$ 2,165.00	\$ 2,165.00	0.72%	\$ -	\$ 2,827.00	\$ 2,827.00	\$ 2,165.00	\$ 662.00
Kanabec/Pine PH	45,134		\$ 2,412.48		\$ 2,412.48	2.17%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
SW Health & Human Services: LLMP (Lincoln, Lyon, Murray, Pipestone Public Health), Pipestone Family Services, Redwood, and Rock	74,599	N/A	\$ 2,412.48		\$ 2,412.48	3.58%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
Minnesota Prairie Alliance: Dodge, Steele, and Waseca	75,834	N/A	\$ 2,412.48		\$ 2,412.48	3.64%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
Des Moines Valley DVHHS: Cottonwood and Jackson	21,875	N/A	\$ 2,412.48		\$ 2,412.48	1.05%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
							\$ 307,904.00	\$ 267,690.00	\$ 575,594.00	\$ 291,254.64	\$ 284,339.36

**MN Demographer's Annual Estimate (Based on population on April 1, 2013)

**Crow Wing dropping IFS, not included.

TO: IFS Users

FROM: Lisa Christine Meredith, Executive Director
651-917-6996, lisa@mnccc.org

DATE: January 22, 2016

SUBJECT: TriMin Contract for Support Board Ratification

Attached please find a copy of the fully executed Maintenance & Support Contract with TriMin for IFS. The Joint Integrated/IFS Committee (JIC) has approved the contract as well as the MnCCC Board. Your county or agency will now need your Board to approve and sign, then a copy should be returned to MnCCC at the following:

MnCCC
Lisa C. Meredith
100 Empire Drive Suite 201
Saint Paul, MN 55103

-or- via scan and email at lisa@mnccc.org

-or via fax at 651-917-6989

Also attached please find a copy of the approved 2016 Fees for Maintenance & Support. In addition to the Maintenance and Support Fees, there are enhancement fund fees approved by JIC in the amount of \$300 per office or \$600 per county. The MnCCC Membership Fees costs are split by each of the groups (CMHS, Midstates, MCIS, and MnCCC) and billing was sent according to each group's number of votes and split between participating counties/agencies. The billings you have received for maintenance & support, enhancement fund, and membership are all annual fees (no more quarterly billings). MCIS and CPUI provide the level one support for their counties. MCIS and CPUI will continue to bill for this service as they have in the past. MnCCC and CMHS level one support is included in your maintenance and support fee to TriMin through the MnCCC billing.

For more information and a little history on this change:
JIC was moved under MnCCC in 2013. JIC owns and controls IFS on behalf of all of the users which is comprised of four groups: Computer Management for Human Services (CMHS), Midstates-Auditors/Treasurers, MCIS-Auditors/Treasurers, and MnCCC's Finance & General Government (F&GG) Group representing Auditors/Treasurers. Until

the end of 2015, there were approximately 82 contracts with Trimin for maintenance and support of the IFS system. JIC decided it would be in everyone's best interest to simplify to a single contract that represented all users under MnCCC. In addition to changing to one contract, the group approved to increase support with Trimin and add on a modernization piece to support.

To stay informed on JIC meetings and IFS Announcements & Trainings, here is some information that I hope will be helpful:

JIC Committee Information: <http://www.mnccc.org/user-groups/jic-committee>

Our RSVP System is a self-subscribed calendar system that will provide you with information on announcements, meetings, trainings, conferences, etc. Please be sure to sign yourself up along with any staff that may be interested. To set up a profile, click on this link <http://calendar.mnccc.org/register.aspx> Complete the contact information, be sure to include IFS Users and JIC in the meeting categories. And, be sure to include at least JIC and IFS Training in meeting types. You should begin receiving notices after signing up.

For more information on RSVP, you can visit <http://www.mnccc.org/about/rsvp>.

If you need any assistance, please feel free to contact me. Thank you!

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And TRIMIN SYSTEMS, INC. for the maintenance and support of IFS.

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

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

And

TRIMIN SYSTEMS, INC.

January 1, 2016

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making

the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in Section III – H.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in **Attachment B**.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a “bug” in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.
4. On-going design, development, technical testing and deployment as described in “IFSpi Infrastructure Modernization” Section II – E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (MSCC or MCIS), TriMin will perform the installations as part of this optional support element. A minimum hourly fee will be charged per installation per the fee table in **Attachment A**.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst

The TriMin staff assigned the IFSpi Analyst work load will proactively engage in the following:

1. On-going updates to IFSpi end user documentation.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Work directly with MnCCC's and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi, and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The IFSpi infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in

year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2018) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limit to, any “Freeware” or “Shareware”. Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plugins, used in the existing IFSPI application. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add ons, per provision in Section II – G above.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.

I. Service Level Agreement, Priorities and Escalation – See *Attachment B*.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today’s world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. “Virus, Malware, Unapproved and/or Unauthorized Code” shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County,

Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.
3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.
5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

- A. Any third party software (fees or support), this does not include a party code or plugins used in the application.
- B. Server migrations and server setup.
- C. Operating System updates or troubleshooting (IBM i or Windows servers).
- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.
- F. PC issues or PC troubleshooting.
- G. Remote connection issues.
- H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by-MnCCC.
- I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
- J. Future third party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in **Attachment A**.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$575,000 in 2016, \$600,000 in 2017, and \$625,000 in 2018, with support fees as defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III – A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in **Attachment A**.
- D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**.
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software supports services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).
2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC; that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.
4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2016, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in Section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the

provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.

2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

The term of this Agreement shall be January 1, 2016, to December 31, 2018, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

TriMin Systems

By: Jon McMill
Title: Director of Services
Date: 1/19/16

MnCCC

By: [Signature]
Title: Chair
Date: 1/14/2016

MnCCC

By: [Signature]
Title: Executive Director
Date: 1/15/2016

MnCCC

By: Kathleen Rippe
Title: JIC Chair
Date: 12/29/15

ATTACHMENT A

IFSPI Support Agreement 2016 – 2018

Fee Summary – Annual

Support Elements	2016 Support Fees	2017 Support Fees	2018 Support Fees
Level 1 Support	\$ 100,000.00	\$ 107,500.00	\$ 115,000.00
IFSpi Analyst, Level 2/3 Support	\$ 325,000.00	\$ 337,500.00	\$ 350,000.00
Infrastructure Modernization	\$ 150,000.00	\$ 155,000.00	\$ 160,000.00
Annual Contract Total	\$ 575,000.00	\$ 600,000.00	\$ 625,000.00

IFSpi Release Update Fees	2016	2017	2018
Hourly Rates	\$150	\$155	\$160

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - IFSpi system is not accessible
 - Severity 2: Significant Business Impact** – An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
 - Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 4** – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpI will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpI application and while many other factors can affect the availability and performance of IFSpI, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpI support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpI
- IBM core operating systems, except as related to IBM standard updates that IFSpI must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpI must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpI Support Agreement)

Examples of services not covered under the IFSpI Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpI application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpI or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpI / non-Cash Drawer applications or county systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpI (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpI Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpI users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpI users will work with their local IT staff to rule out local issue before contacting TriMin.

- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - If any local diagnostics were run, being able to share them with TriMin.
 - Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
 - Volume of Support Issues (new vs. resolved).
 - Resolution Type for Support Issues.
 - Volume of Issues by reporting agencies.
 - Trends in support.
 - Severity 1, 2, 3, 4 issues reported/resolved.
 - "Bugs" fixed/pending.
 - Enhancements completed/pending.
 - Modernization activities status and hours usage.

ATTACHMENT C

TriMin supports all CMHS counties/agencies for all levels of support.

TriMin supports all MnCCC county auditor/treasurers for all levels of support.

TriMin supports part of Level 2 and all of Level 3 support for MCIS and MSCC counties. MCIS and CPUI will contact TriMin on behalf of their counties for any needed support.

County/Agency	Computer Cooperative
Aitkin County	MCIS
Becker County	MnCCC
Beltrami County	MnCCC
Benton County	MnCCC
Big Stone County	MSCC
Brown County	MnCCC
Carlton County	MCIS
Carver County	MnCCC
Cass County	MCIS
Chippewa County	MCIS
Chisago County	MnCCC
Clay County	MnCCC
Clearwater County	MnCCC
Cook County	MCIS
Cottonwood County	MSCC
Dodge County	MCIS
Douglas County	MSCC
Faribault County	MnCCC
Fillmore County	MnCCC
Freeborn County	MnCCC
Goodhue County	MnCCC
Grant County	MSCC
Houston County	MnCCC
Hubbard County	MnCCC
Isanti County	MnCCC
Itasca County	MCIS
Jackson County	MnCCC
Kanabec County	MnCCC
Kandiyohi County	MSCC
Kittson County	MnCCC
Koochiching County	MCIS
Lac qui Parle County	MCIS
Lake County	MCIS
Lake of the Woods County	MnCCC
Le Sueur County	MnCCC
Lincoln County	MSCC

County/Agency	Computer Cooperative
Lyon County	MSCC
McLeod County	MnCCC
Mahnomen County	MnCCC
Marshall County	MSCC
Martin County	MnCCC
Meeker County	MSCC
Mille Lacs	MSCC
Morrison County	MnCCC
Mower County	MnCCC
Murray County	MSCC
Nicollet County	MnCCC
Nobles County	MSCC
Norman County	MSCC
Otter Tail County	MnCCC
Pennington County	MnCCC
Pine County	MnCCC
Pipestone County	MSCC
Polk County	MnCCC
Pope County	MSCC
Red Lake County	MnCCC
Redwood County	MSCC
Renville County	MSCC
Rice County	MnCCC
Rock County	MSCC
Roseau County	MnCCC
Sherburne County	MCIS
Sibley County	MnCCC
Stearns County	N/A
Steele County	MSCC
Stevens County	MSCC
Swift County	MSCC
Todd County	MSCC
Traverse County	MSCC
Wabasha County	MnCCC
Wadena County	MnCCC
Waseca County	MnCCC

County/Agency	Computer Cooperative
Watsonwan County	MnCCC
Wilkin County	MSCC
Winona County	MnCCC
Wright County	MnCCC
Yellow Medicine County	MSCC
Tri-County Corrections	MnCCC
Kanabec/Pine PH	
SW Health & Human Services: LLMP (Lincoln, Lyon, Murray, Pipestone Public Health), Pipestone Family Services, Redwood, and Rock	
Minnesota Prairie Alliance: Dodge, Steele, and Waseca	
Des Moines Valley DVHHS: Cottonwood and Jackson	

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BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And TRIMIN SYSTEMS, INC. for the maintenance and support of IFS.

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

Signed: _____

Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

HR Materials

02/09/2016

1. Elected Official Performance Evaluation
 - a. Would be presented to the Board during budgeting period/ elected salary requests
 - b. Recommended to be part of the salary request process
 - c. Transparency to voters with regard to performance of their officials
 - d. Elected officials report to the public
2. Fleet Vehicles policy
 - a. Change from “employee” to “persons” so that all who utilize County owned vehicles are covered under policy

Elected Official Annual Review

Year:

Date Prepared:

Official:

Items:

- 1. Training:**
- 2. Performance Evaluations:**
- 3. Personnel Items (Areas of Concern or Accolade):**
- 4. Budgeting and Financial Management:**
- 5. Responsiveness to the Board**
- 6. Other Items:**

General provisions:

Employees, electd officials and authorized representatives (to be further referred to collectively as "person") must possess a valid driver's license to operate a county vehicle or be reimbursed for use of a personal vehicle for official business. A copy of the license will be placed in each employee's-person's personnel-file. Employees-Persons are responsible for notifying the county of any changes in the status of their driving status immediately.

Employees-Persons shall use the most cost effective means of transportation when traveling. The value of the employees'-persons' time shall be a determining factor in the decision.

Employees-Persons attending the same function should share transportation and accommodations when it is practical to do so.

Employees-Persons will sign an acknowledgement form to affirm that they understand that the receipt of reimbursement for mileage on a personal vehicle is payment for minimum insurance coverage on their personal vehicle, fuel, depreciation, and maintenance expenses during the time it is used for official business. During this time, employees' insurance will be primary and County insurance is secondary.

Employees-Persons who use a county vehicle or are reimbursed for use of their personal car for official business must provide a copy of their automobile insurance declaration page. Each employee is responsible for notifying the County immediately in the event of a lapse in coverage.

Tax-exempt plates are required for County vehicles in accordance with State law.

Policy regarding County Vehicles

The following governs use of County vehicles:

1. Minnesota Statutes, Chapter 16B.55, prohibits the personal use of a County vehicle for other than authorized County business or specifically authorized commuting. This means that any other use of a County vehicle for personal benefit is strictly prohibited.
2. By statute, use of a County vehicle for commuting to and from a an employee's-person's residence is also prohibited except under very limited circumstances. A County vehicle may be used by a County employee to travel to and from the employee's residence under the following circumstances:
 - a. On a day when it may become necessary for the employee-person to respond to a work-related emergency during hours when the employee-person is not normally working.
 - b. If the employee-person has been assigned the use of a County vehicle for authorized County business on an extended basis and the employee's-person's primary place of work is not the County workstation to which the employee-person is permanently assigned.
 - c. If the employee-person has been assigned the use of a County vehicle for authorized County business away from the work station to which the employee-person is permanently assigned and the number of miles traveled or the time needed to conduct the business will be minimized if the employee-person uses a County vehicle to travel to the employee's-person's residence before or after traveling to the place of County business.

Unauthorized personal use of a County vehicle may be grounds for disciplinary action.

Reservations:

Vehicles assigned to a specific department are to be reserved according to that department's procedures. Reservation information shall include, at a minimum, the name of the employee-person reserving the vehicle, the destination, and the dates needed.

In the event reservations need to be changed, the department to whom the vehicle is assigned shall attempt to notify the responsible party for departmental vehicles no later than 4:00 p.m. on the working day preceding the proposed trip, or as soon as possible.

Record keeping:

Mileage information and the keys should be returned to the Department office upon the conclusion of the trip.

Fuel and oil:

Fuel should be obtained from the Highway department ~~with cards issued by Highway.~~ An Employee identification number will be needed to refuel at Highway Department. If a refill is needed during the trip, fuel can be charged with the County credit card that can be reserved according to County policy. The vehicle should be refilled with fuel prior to its return to storage.

Parking, storage, and overnight use:

The County vehicle should be stored as directed by the Department in charge of said vehicle. A County vehicle shall only be taken home overnight if it reduces the number of miles traveled or taking the vehicle home minimizes the time needed to travel.

Cleaning and Care:

Every employee-person using a County pool vehicle is responsible for keeping the interior of the vehicle in a neat and clean condition. The vehicle should be returned in the same condition as received. Wash the car and clean the interior as needed.

No tobacco use is allowed in any County vehicle.

Safety:

Vehicles shall be operated in a careful and prudent manner. A pre-operation inspection should be completed before use: tires, lights, oil, damage, and misc. No special privileges of law shall be assumed while using a county vehicle. Safety belts shall be used in accordance with law. Employees-Persons required to have a Commercial Driver's License to perform their job are required to comply with Fillmore County Drug and Alcohol policies. Using County vehicles to push or tow or jump-start other vehicles is discouraged. Any problems with a vehicle must be reported to Department Head or their designee. Any accidents shall be reported to the Department Head or his/her/their designee immediately.

Vehicle Insurance:

There are three types of vehicle ownership: 1) County-owned vehicles, 2) Personal vehicles, and 3) Short-term lease (rental) vehicle. Primary responsibility for insurance falls first upon the vehicle coverage that is in effect at the time of the accident. The second priority for coverage is any coverage in effect for the operator.

For county-owned vehicles, the county's insurance is primary and will be provided at the levels required by MN Statutes. Employee's-Person's insurance would be excess coverage.

In the event that an employee's-person's personal vehicle is being used for official county business, the

primary responsibility for coverage would be with the applicable policy. For employee-person owned vehicles, the employee's-person's personal insurance policy would be the primary insurance. If the vehicle being used by the employee-person is a borrowed vehicle, the owner's policy would be primary and the employee's-person's personal insurance would respond second. Employee-Person leased vehicles will have insurance applied in accordance to any rental agreement with the company and generally primary coverage will rest with the lease company with employee's-person's insurance becoming secondary. In all three of these employee-person vehicle cases, the County's insurance would respond last.