

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
July 26, 2016**

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

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Mitch Lentz - First District  
Randy Dahl - Second District

Harry Root - Third District  
Duane Bakke - Fourth District

Marc Prestby - Fifth District

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

Approve Consent Agenda:

1. July 12, 2016 County Board minutes.
2. Fireworks permit application for Western Days Incorporate for August 14, 2016.
3. Approve the following temporary street closure for 2016 Canton Day Off Celebration as approved by Sheriff Thomas Kaase and Highway Engineer Ronald Gregg:
  - a. CSAH #21 for Main Street Canton on Saturday, August 20 from 9 a.m. until 5 p.m.
4. Request approval for amended Safety Committee list.
5. Family and Medical Leave for Employee #1533 for up to twelve (12) weeks effective October 3, 2016 in accordance with County Policies.
6. Approve two employees from A/T to attend training for tax calculation with five overnights.
7. Approve Temporary On-Sale Liquor License for Preston Servicemen's Club for outdoor wedding on September 10, 2016 at Tom and Renne Pinkerton Farm, Spring Valley, MN.
8. Approve Temporary On-Sale Liquor Licenses for Preston Servicemen's Club for Pizza on Farm events on August 6 & 7, 13 & 14, 20 & 21, and 27 & 28, 2016 at Blossom Hill, Preston, MN.
9. Approve Temporary On-Sale Liquor License for Preston Servicemen's Club for Taste of the Trail event on September 17, 2016, parking lot, Trailhead Inn and Suites, Preston, MN.

Approve Commissioners' Warrants  
Review Auditor's Warrants

9:05 a.m. Jon Martin, Solid Waste

1. Discussion with possible action to build a recycling building to house compactor
2. Discussion with possible action regarding request for proposals for transportation and disposal of landfill material and transportation, processing and marketing of recyclables
3. Consider proposed 2017 budgets for Resource Recovery Center and SCORE

9:25 a.m. Ronald Gregg, Highway

1. Consider award for bridge replacement project SP 023-623-026 on CSAH 23

9:30 a.m. Citizens Input

9:35 a.m. Terry Schultz, Building Maintenance Supervisor

1. Consider approval for carpeting and baseboard for the Cornerhouse Room at the Fillmore County Office Building
2. Consider approval for carpentry related to the Cornerhouse Room at the Fillmore County Office Building

9:45 a.m. Cynthia Blagsvedt, Assessor

1. Consider proposed 2017 budget for Assessor

# FILLMORE COUNTY BOARD OF COMMISSIONERS

July 26, 2016 Meeting Agenda

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- 10:00 a.m. Thomas Kaase, Sheriff
1. Consider request to purchase boosters for squad mobile project
  2. Consider approval for a letter of support for CVS medication disposal unit to be located at the Fillmore County Sheriff's Office
  3. Consider approval of the 2016 Emergency Management Performance Grant agreement
- 10:15 a.m. Carrie Huffman, Interim Auditor/Treasurer
1. Consider approval of Joint Powers Agreement for MnCCC
  2. Consider approval of Bylaws for MnCCC
  3. Consider approval of Xerox AS400 upgrade for updates as recommended by the Technology Committee
- 10:30 a.m. Kristina Kohn, Human Resources Officer
1. Report on Legislative changes to Veteran's Preference Act
  2. Consider request for purchase of HR/Payroll software as recommended by the Technology Committee

## OTHER ADMINISTRATIVE ITEMS:

1. Consider setting date for Truth in Taxation Hearing.
2. Consider approval to purchase Malwarebytes with a three year agreement as recommended by the Technology Committee.
3. Discussion regarding Technology future, five year plan.
4. Discussion regarding badge readers and security.

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

- |                   |            |   |
|-------------------|------------|---|
| Monday, July 25   | 9:00 a.m.  | Resource Conservation and Development Authority, Olmsted County Public Works, Rochester   |
| Tuesday, July 26  | 8:00 a.m.  | Department Head   |
|                   | 9:00 a.m.  | County Board – Special Meeting, Commissioners' Boardroom, Courthouse, Preston   |
|                   | 12:00 p.m. | Highway Department, Commissioners' Boardroom, Courthouse, Preston (Right after the Board meeting)<br>Community Services, Coordinator's Office, Courthouse |
| Thursday, July 28 | 5:30 p.m.  | Economic Development Authority  |
| Tuesday, August 2 | 9:00 a.m.  | County Board – Special Meeting, Commissioners' Boardroom, Courthouse, Preston   |
|                   | 12:00 p.m. | Fillmore County Sewer Committee, Commissioners' Boardroom, Courthouse, Preston (Right after the Board meeting)  |
| Monday, August 8  | 12:30 p.m. | Southeast Minnesota Regional Emergency Communications Board (RECB), Rochester Public Utilities, Rochester   |
|                   | 6:00 p.m.  | Development Achievement Center, Preston   |
|                   | 6:30 p.m.  | Semcac, St. Charles   |
|                   | 7:30 p.m.  | Winneshiek County Solid Waste Agency, Joint Powers Board, Decorah   |
| Tuesday, August 9 | 8:00 a.m.  | Finance Meeting   |
|                   | 9:00 a.m.  | County Board – Regular Meeting, Commissioners' Boardroom, Courthouse, Preston   |

**FILLMORE COUNTY COMMISSIONERS' MINUTES**

**July 12, 2016**

This is a preliminary draft of the July 12, 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.

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The Board of County Commissioners of Fillmore County, Minnesota met in regular session this 12th day of July, 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, Mitch Lentz, and Harry Root. Commissioner Duane Bakke was absent. Also present were: Audrey Inglett, Office Support Specialist/Clerk pro tem; R. Ross Reichard, M.D. and Monica Kendall, M.S., P.A. (ASCP), F-ABMDI, Southern MN Regional Medical Examiner Office; Tim Penny, Southern MN Initiative Foundation (SMIF) and Sue Kolling, SMIF Board Member; Thomas Kaase, Sheriff; Tony Chladek, Rushford City Administrator; Ronald Gregg, Highway Engineer; Bonita Underbakke; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

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

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

1. July 5, 2016 County Board minutes, as presented.
2. Payment of Stantec Consulting Services, Inc. invoice #1067453 in the amount of \$2,222.80 for Greenleafon Community Sanitary project professional services for May 7, 2016 through June 10, 2016.
3. Payment of 2016 2nd quarter invoice of \$14,769.77 to Mayo Clinic for medical examiner/autopsy services in accordance with agreement and 2016 budget.

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

**WARRANTS**

The Auditor's warrants were reviewed.

R. Ross Reichard, M.D., Chief Medical Examiner; and Monica Kendall, M.S. P.A. (American Society for Clinical Pathology), of the Southern Minnesota Regional Medical Examiner's Office, were present.

Chief Medical Examiner Reichard presented an annual update of the medical examiner services and introduced Monica Kendall, M.S., PA (ASCP) to the Board as the Supervisor of the Central Office Investigators. Dr. Reichard reported that the main duties of the Office of the Medical Examiner are to determine the cause and manner of death and certify deaths that are reported to the medical examiner. The cause of death is the disease process or injury that resulted in death and the manner of death is the circumstance of the death, such as natural causes, homicide, suicide or an accident. The Southern Minnesota Regional Medical Examiner's Office investigates sudden, violent, unexpected and suspicious deaths that occur in Dodge, Fillmore, Goodhue, Houston, Olmsted, Wabasha and Winona Counties. Dr. Reichard reported several of the field investigators are from Fillmore County. Dr. Reichard advises that all deaths should be reported to the Medical Examiner. In 2015, Fillmore County had 114 cases reported to the Medical Examiner and 84 of these were declined, not certified by the Medical Examiner's Office, after investigation. Of the 114 cases reported, 98 of the deaths were of natural causes and 16 were accidental or unnatural. Of the natural deaths, throughout the country, it was noted that cardiac deaths are reported to have been higher than the cancer deaths. For Fillmore

County, we had 34 cancer related deaths and 23 cardiac related deaths in 2015. Dr. Reichard reported that the main unnatural cause of death is falls. Falls occur mainly in the elderly. Of the 16 unnatural deaths reported in 2015, 10 were falls. Fillmore County had 1 reported drug related death and no homicides or suicides in 2015.

Dr. Reichard stated that he was proud of the quality of death investigations in Fillmore County, stating that they are among the best in the State. The death scene investigation reports filed by the investigators are very thorough. Dr. Reichard thanked the Board for their support of the medical examiner program.

Tim Penny, President & CEO, and Sue Kolling (Board Member) of Southern MN Initiative Foundation (SMIF) were present.

Mr. Penny presented an annual review of SMIF. Mr. Penny stated the SMIF focus areas are early childhood development, economic development and community development. SMIF had 40% of funding invested in early childhood development and training with a large number of book distribution made. SMIF works close with local Economic Development Authority (EDA) offering loans, grants and assistance to businesses in the area. Business loans were given to Featherstone Fruits & Vegetables LLC in Rushford and to The Driftless Fly Fishing Company in Preston.

President and CEO of SMIF Penny introduced Sue Kolling, SMIF Board Member, from Spring Valley to the Board. Ms. Kolling stated that she is extremely proud of our County and that we have a great partnership with SMIF. The money that we raise stays right here in Fillmore County.

Mr. Penny further stated that SMIF is celebrating 30 years of business. Commissioner Dahl offered his thanks to Mr. Penny for all that the Foundation does for the County.

Thomas Kaase, Sheriff, was present.

On motion by Dahl and seconded by Lenz, the Board unanimously approved to start the process to establish a part-time jailer eligibility list as recommended by the Sheriff. Applications from the public and regular County employees will be received in the Coordinator's Office until 4:30 p.m. on Friday, August 5, 2016.

On motion by Dahl and seconded by Root, the Board unanimously approved to hire part-time jailer Gregory Melartin as a full time jailer effective Friday, July 15, 2016, as recommended by the Sheriff.

On motion by Dahl and seconded by Root, the Board unanimously approved the quote from Horsman Fence in the sum of \$950.00 to rebuild and repair the chain link fence at the Fillmore County Jail as recommended by the Sheriff.

The Citizen's Input portion of the meeting was opened at 9:30 a.m.

Tony Chladek introduced himself to the Board as the new City Administrator for the City of Rushford. Chladek stated that he has been getting out and meeting people.

The Citizen's Input portion of the meeting was closed at 9:35 a.m.

A review of the calendar was done and the following committee reports and announcements were given: Prestby: On the Commissioners' calendar it shows that the Technology/Land Records/GIS committee meeting was changed to 12:00 noon on July 19<sup>th</sup> and stated that it had been discussed at a prior Technology/Land Records/GIS committee meeting to change the time of the meeting to 8:00 a.m. The Technology/Land Records/GIS committee members will be notified to see if the time for the meeting could be changed to 8:00

**FILLMORE COUNTY COMMISSIONERS' MINUTES**

**July 12, 2016**

a.m. on Tuesday, July 19th. The Department Head meeting will be at 8:00 a.m. on Tuesday, July 26, 2016.

Ronald Gregg, Highway Engineer, was present.

On motion by Root and seconded by Dahl, the Board unanimously approved to advertise for the County State Aid Highway (CSAH) 15 surface reconditioning project SAP 023-615-016 as recommended by the Engineer.

On motion by Dahl and seconded by Root, the Board unanimously approved to advertise for the Pilot Mound Township Bridge replacement Project SAP 023-599-131 as recommended by the Engineer.

The committee reports and announcements continued: Lentz: Development Achievement Center (DAC); Dahl: SEMCAC Open House is at 2:00 - 4:00 p.m. today, celebrating 50 yrs.; Root: Solid Waste and Fillmore County Fair is next week, July 19-24, 2016; and Prestby – none.

On motion by Root and seconded by Lentz, the Chair adjourned the meeting at 9:50 a.m.

\$ 20.00

No \_\_\_\_\_

*State of Minnesota* }

County of Fillmore

County Auditor  
Preston, MN

### *Fireworks Permit*

IN CONSIDERATION OF The statements made by  
Western Days in the City of  
Chatfield on the fireworks display application therefore duly filed in  
this office, which application is hereby made a part hereof, PERMISSION IS  
HEREBY GRANTED To said organization to hold a fireworks display on  
08 / 14 / 2016, 9:15 p.m., at Opat Hill - West Chatfield  
\_\_\_\_\_ in Fillmore County.

This permit is granted upon the express conditions that said organization shall comply in all respects with the provisions of M.S. 624.22.

Given and Issued under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
County Auditor

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions:

1. This application must be completed and returned at least 15 days prior to date of display.
2. Fee upon application is \$20.00 and must be payable to FILLMORE COUNTY TREASURER

Name of applicant (Sponsoring Organization): Western Days

Address of applicant: 21 Second St SW

Name of authorized agent of applicant: Susan Kester

Address of agent: 18064 170th Ave Yarmouth IA

Telephone number of agent: 267-392-3890

Date of display: 8/14/16 Time of display 9:15

Location of display: Opathill

Manner and place of storage of fireworks/pyrotechnic special effects prior to display

Brought Day of Show

Type & number of fireworks/pyrotechnic special effects to be discharged:

on proposal

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Jason Hunt Certificate No.: 00895

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent): [Signature] Date of application: 7/11/16

\* **Required attachments:** The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ \_\_\_\_\_.
2. A diagram of the grounds, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.
3. Names and ages of all assistants what will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: \_\_\_\_\_

Signature of fire chief/county sheriff: [Signature] Date: 7-19-16

Signature of issuing authority: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Attorney: Brett Corso Date: 7/12/16



# DISPLAY INFORMATION

Please complete the following information:

Display Date: 8-/4/16 Rain Date: 8-21/16?

Time of Display: ~9:30 PM

Name of **Organization Purchasing** Display: city of Chatfield; Western Days

Billing Address: 21 - 2nd St. SE

City, State, Zip: Chatfield, MN 55923

Telephone: 507-867-4446 Fax: 507-867-9093 E-mail: skester@chatfield.mn.us

Name of **Contact Person**: Sue Kester

Contact Address: same as above

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Send **Invoice** to: Same as above

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

## OFFICE USE ONLY

**Insurance Extension:**  YES or  NO

J & M Fired  Customer Pick Up at \_\_\_\_\_  On Site Delivery

**Delivery:** Contact Delivery Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery County: \_\_\_\_\_

Additional Contact Persons & Telephone Numbers: \_\_\_\_\_

**Proposal #** \_\_\_\_\_ **Final Show \$:** \_\_\_\_\_

**Bonuses:** \_\_\_\_\_ Prepayment \_\_\_\_\_ Multiple Year Agreement \_\_\_\_\_ Pick Up

**Sales Representative:** \_\_\_\_\_ **Customer PO Number:** \_\_\_\_\_

O# \_\_\_\_\_ C# \_\_\_\_\_

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date _____ Check# _____
Exp. _____			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Essig Agency P.O. Box 1269 Spring Valley, MN 55975	CONTACT NAME: DeAnna Larrabee	
	PHONE (A/C, No, Ext): (507) 346-7244 FAX (A/C, No): (507) 346-7245	
	E-MAIL ADDRESS: dlarrabee@essigagency.com	
	PRODUCER CUSTOMER ID #:	
INSURED Chatfield Western Days PO Box 453	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western World Insurance Company	13196
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		NPP8387515	08/11/2016	08/15/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						MED EXP (Any one person) \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Each Professional Incident \$ Not Covered
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is listed as an Additional Insured.

**CERTIFICATE HOLDER**City of Chatfield  
21 Second Street  
Chatfield, MN 55923**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NORTHERN STATES AGENCY, INC. (INSURER'S GENERAL AGENT)

**Draft Safety Committee List:**

- Jason Marquardt (CS- Veterans)
- Terry Schultz (Building Maintenance)
- Susan Philips (Recorder)
- Ken Rislov (Hwy Union)
- Neil Woellert (Hwy Union Alternate)
- Phil Whitacre (LELS Union)
- Lance Boyum (LELS Union Alternate)
- Harry Root (Commissioner)
- Teri Root (CS- Social Services) – **Replacement for Heidi Jones**



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

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

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

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

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

Date(s) of event	Type of organization
SEPTEMBER 10TH - 2016	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

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

Add New Officer

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

TOM + RENNE PINKERTON FARM  
 QUARRY PR.  
 SPRING VALLEY, MN 55975  
 > WILDER/KNUDSON  
 OUTDOOR WEDDING

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

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

\* See attached certificate \*

APPROVAL

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

FILLMORE COUNTY	Date Approved
City/County	Permit Date
\$25.00	City/County E-mail Address
City Fee Amount	
Date Fee Paid	

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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





Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

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

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

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

Date(s) of event: SAT. SEPT 17<sup>TH</sup> - 20/16  
 Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name	City	State	Zip
<input checked="" type="checkbox"/> CLIFFORD SACKETT 413 LINCOLN ST	PRESTON	Minnesota	55965
<input checked="" type="checkbox"/> PHILLIP DURST 25103 COUNTY RD 14	PRESTON	Minnesota	55965
<input checked="" type="checkbox"/> DONALD GILDNER 17339 COUNTY RD 17	PRESTON	Minnesota	55965

Add New Officer

Location where permit will be used. If an outdoor area, describe.  
 PARKING LOT - TRAILHEAD INN/SUITES  
 TASTE OF THE TRAIL

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 \* See attached certificate \*

**APPROVAL**

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

FILLMORE COUNTY  
 \_\_\_\_\_  
 City/County  
 \$25.00  
 \_\_\_\_\_  
 City Fee Amount  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date Fee Paid

\_\_\_\_\_ Date Approved  
 \_\_\_\_\_ Permit Date  
 \_\_\_\_\_ City/County E-mail Address

\_\_\_\_\_  
 Signature City Clerk or County Official  
 CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

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





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

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 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

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

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

Date(s) of event	Type of organization
August 6th + 7th - 2016	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip
<input checked="" type="checkbox"/> CLIFFORD SACKETT 413 LINCOLN ST	PRESTON	Minnesota	55965
<input checked="" type="checkbox"/> PHILLIP DURST 25103 COUNTY RD 14	PRESTON	Minnesota	55965
<input checked="" type="checkbox"/> DONALD GILDNER 17339 COUNTY RD 17	PRESTON	Minnesota	55965

Add New Officer

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

*Blossom Hill  
 645 Hwy 52 E.  
 PRESTON, MN 55965* } *PIZZA ON  
 FARM EVENT*

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

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

*\* See attached certificate \**

**APPROVAL**

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

FILLMORE COUNTY
City/County
\$25.00
City Fee Amount
Date Fee Paid

Date Approved
Permit Date
City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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





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

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

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

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

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

Date(s) of event	Type of organization
August 13 <sup>th</sup> + 14 <sup>th</sup> 2016	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

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

Add New Officer

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

*Blossom Hill  
 645 Hwy 52 E.  
 PRESTON, MN 55965* } *PIZZA ON  
 FARM EVENT*

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

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

*\* See attached certificate \**

**APPROVAL**

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

FILLMORE COUNTY
City/County
\$25.00
City Fee Amount
Date Fee Paid

Date Approved
Permit Date
City/County E-mail Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization PRESTON SERVICEMEN'S CLUB		Date organized	Tax exempt number 8904956	
Address 217 ST PAUL ST SE		City PRESTON	State Minnesota	Zip Code 55965
Name of person making application NICK THOUIN		Business phone 507-765-2205	Home phone 507-440-0037	
Date(s) of event August 20 <sup>TH</sup> + 21 <sup>ST</sup> - 2016		Type of organization <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip
<input checked="" type="checkbox"/> CLIFFORD SACKETT 413 LINCOLN ST	PRESTON	Minnesota	55965
<input checked="" type="checkbox"/> PHILLIP DURST 25103 COUNTY RD 14	PRESTON	Minnesota	55965
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FILLMORE COUNTY	Date Approved
City/County	Permit Date
\$25.00	City/County E-mail Address
City Fee Amount	
Date Fee Paid	

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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

Date(s) of event	Type of organization
AUGUST 27 <sup>TH</sup> + 28 <sup>TH</sup> - 2016	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip
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*Blossom Hill  
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FILLMORE COUNTY	Date Approved
City/County	
\$25.00	Permit Date
City Fee Amount	
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official \_\_\_\_\_ Approved Director Alcohol and Gambling Enforcement \_\_\_\_\_  
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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3	DEPT			Board Of Commissioners		
82132	Fillmore Co Journal					
	01-003-000-0000-6233		9.00	7/5 Board minutes	76760	Publications
	01-003-000-0000-6233		10.75	6/14 Board minutes	76763	Publications
	01-003-000-0000-6233		1.88	6/14 Board of Appeal-Equal	76764	Publications
	01-003-000-0000-6233		13.00	6/28 Board minutes	76766	Publications
82132	Fillmore Co Journal		34.63	4 Transactions		
1152	Prestby/Marc					
	01-003-000-0000-6335		135.00	6/14-7/12/16 mileage		Employee Automobile Allowance
1152	Prestby/Marc		135.00	1 Transactions		
3	DEPT Total:		169.63	Board Of Commissioners	2 Vendors	5 Transactions
11	DEPT			District Court		
4145	Luhmann Law, LLC					
	01-011-000-0000-6261		130.00	7/5&7/6 fees	396	Court Appointed Attorneys
4145	Luhmann Law, LLC		130.00	1 Transactions		
2596	Midwest Clinical Psychologist					
	01-011-000-0000-6285		750.00	Psychosexual eval	23-JV15753	Professional Fees
2596	Midwest Clinical Psychologist		750.00	1 Transactions		
5328	Phipps-Yonas, PH.D/Susan					
	01-011-000-0000-6285		255.00	Record review 6/2-6/6	23CR154999	Professional Fees
5328	Phipps-Yonas, PH.D/Susan		255.00	1 Transactions		
11	DEPT Total:		1,135.00	District Court	3 Vendors	3 Transactions
34	DEPT			Policy Coordinator		
110	Fillmore Co Treasurer					
	01-034-000-0000-6561		21.12	June fuel-Coordinator		Gasoline Diesel And Other Fuels
110	Fillmore Co Treasurer		21.12	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-034-000-0000-6337		153.38	6/18 Best Western Plus-BV&KK		Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		153.38	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
83550	Kelly Printing & Signs 01-034-000-0000-6408		18.50	Scratch pads-	16615	Other Office Supplies
83550	Kelly Printing & Signs		18.50	1 Transactions		
34	DEPT Total:		193.00	Policy Coordinator	3 Vendors	3 Transactions
41	DEPT			Auditor/Treasurer		
3288	MCCC, MI 33 01-041-000-0000-6245		80.00	2016 MCCC Annual Conf reg	2Y1606019	Registration Fees
3288	MCCC, MI 33		80.00	1 Transactions		
6812	MN Dept Of Revenue 01-041-000-0000-6245 01-041-000-0000-6245		275.00 275.00	Aud/Treas Prop tax training-LA Aud/Treas prop tax training-CH		Registration Fees Registration Fees
6812	MN Dept Of Revenue		550.00	2 Transactions		
41	DEPT Total:		630.00	Auditor/Treasurer	2 Vendors	3 Transactions
60	DEPT			Information Systems		
111	Fillmore Co Treasurer- Credit Card/ACH 01-060-000-0000-6285 01-060-000-0000-6285 01-060-000-0000-6285		78.95 78.95 78.95	3 mths of siteground June-Aug 3 mths of Siteground-June-Aug 3 mths of Siteground-June-Aug		Professional Fees Professional Fees Professional Fees
111	Fillmore Co Treasurer- Credit Card/ACH		236.85	3 Transactions		
2545	Marco,Inc 01-060-000-0000-6639		850.00	Zixport 3 yr renewal	INV3221400	Asset Inventory
2545	Marco,Inc		850.00	1 Transactions		
5397	MN Office Of Enterprise Technology 01-060-000-0000-6639		240.50	June 2016 SPAM filtering	16060493	Asset Inventory
5397	MN Office Of Enterprise Technology		240.50	1 Transactions		
60	DEPT Total:		1,327.35	Information Systems	3 Vendors	5 Transactions
61	DEPT			Data Processing		
3288	MCCC, MI 33 01-061-000-0000-6362		14,353.25	3rd Qtr Support & mtce	2Y1607022	Property Tax Support

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3288	MCCC, MI 33		14,353.25		1 Transactions	
61	DEPT Total:		14,353.25	Data Processing	1 Vendors	1 Transactions
62	DEPT			Elections		
3599	DS Solutions, Inc. 01-062-000-0000-6461		962.00	Primary test deck 7/7/16	11343	Ballots
3599	DS Solutions, Inc.		962.00		1 Transactions	
5197	Government Forms and Supplies 01-062-000-0000-6462		2,204.66	Absentee envelopes	0303043	Other Election Supplies
	01-062-000-0000-6462		731.57	Election supplies-envelopes	0303149	Other Election Supplies
5197	Government Forms and Supplies		2,936.23		2 Transactions	
7712	MN Dept Of Human Services 01-062-000-0000-6377		58.44	June PVC cards mailing postage	A300IC23160I	Fees And Service Charges
7712	MN Dept Of Human Services		58.44		1 Transactions	
4430	SEACHANGE PRINTING & MARKETING SE 01-062-000-0000-6245		200.00	ERM refresher training- CH & D	16605	Registration Fees
4430	SEACHANGE PRINTING & MARKETING SE		200.00		1 Transactions	
62	DEPT Total:		4,156.67	Elections	4 Vendors	5 Transactions
91	DEPT			County Attorney		
111	Fillmore Co Treasurer- Credit Card/ACH 01-091-000-0000-6242		200.00	6/21 MN State Bar Assoc-BC		Membership Dues
	01-091-000-0000-6242		200.00	6/23 MN State Bar Assoc-MS		Membership Dues
111	Fillmore Co Treasurer- Credit Card/ACH		400.00		2 Transactions	
83550	Kelly Printing & Signs 01-091-000-0000-6402		18.50	Make scratch pads	16621	Stationary And Forms
83550	Kelly Printing & Signs		18.50		1 Transactions	
4072	Matthew Bender & Co. Inc 01-091-000-0000-6451		1,435.67	MN Digest-2016 index	acct1194616001	Reference Materials
4072	Matthew Bender & Co. Inc		1,435.67		1 Transactions	

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
91	DEPT Total:		1,854.17	County Attorney	3 Vendors	4 Transactions
103	DEPT			Assessor		
110	Fillmore Co Treasurer 01-103-000-0000-6561		21.12	June fuel		Gasoline Diesel And Other Fuels
110	Fillmore Co Treasurer		21.12		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-103-000-0000-6337		199.92	Holiday Inns-lodging-5/26/16		Other Travel Expense
	01-103-000-0000-6337		208.92	Holiday Inns-5/26/16		Other Travel Expense
	01-103-000-0000-6337		199.92	Holiday Inns-5/26/2016		Other Travel Expense
111	Fillmore Co Treasurer- Credit Card/ACH		608.76		3 Transactions	
103	DEPT Total:		629.88	Assessor	2 Vendors	4 Transactions
104	DEPT			Gis		
272	Newman Signs 01-104-000-0000-6514		82.86	Flat signs	TI-02999960	Address Signs
	01-104-000-0000-6515		1,753.15	Flat signs	TI-02999960	Streets Signs
272	Newman Signs		1,836.01		2 Transactions	
104	DEPT Total:		1,836.01	Gis	1 Vendors	2 Transactions
105	DEPT			Planning And Zoning		
82132	Fillmore Co Journal 01-105-000-0000-6241		0.63	Public Hearing Data-6/27/16	76494	Advertising
	01-105-000-0000-6241		2.25	Variance notice	76496	Advertising
82132	Fillmore Co Journal		2.88		2 Transactions	
105	DEPT Total:		2.88	Planning And Zoning	1 Vendors	2 Transactions
106	DEPT			Unallocated Recording Fee		
4781	Pro-West & Associates, Inc 01-106-000-0000-6637		110.00	GIS/Systems Programmer II	00660	Software Expenses
4781	Pro-West & Associates, Inc		110.00		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
106 DEPT Total:		Unallocated Recording Fee	1 Vendors	1 Transactions
111 DEPT		Facilities Mtce		
9 AmeriPride Services, Inc 01-111-000-0000-6377		Dust mop service		Fees And Service Charges
01-111-000-0000-6377	34.40	Dust mop service	2800648320	Fees And Service Charges
9 AmeriPride Services, Inc	68.80		2 Transactions	
7183 CCP Industries, Inc 01-111-000-0000-6411	108.16	Hand soap	IN01719533	Custodial Supplies
7183 CCP Industries, Inc	108.16		1 Transactions	
3435 DALCO 01-111-000-0000-6411	609.35	Vacuum parts	3045378	Custodial Supplies
3435 DALCO	609.35		1 Transactions	
110 Fillmore Co Treasurer 01-111-000-0000-6561	15.36	Gas for mowers-June fuel		Gasoline Diesel And Other Fuels
110 Fillmore Co Treasurer	15.36		1 Transactions	
5988 Preston Auto Parts 01-111-000-0000-6580	11.97	Roof repairs at FCOB	475735	Other Repair And Maintenance Supplies
5988 Preston Auto Parts	11.97		1 Transactions	
3448 Reliable Pest Management 01-111-000-0000-6377	45.00	Rodent management at FCOB	3719	Fees And Service Charges
3448 Reliable Pest Management	45.00		1 Transactions	
744 Root River Hardwoods Inc 01-111-000-0000-6316	53.69	Bark for FCOB landscaping	S12056	Grounds Maintenance
744 Root River Hardwoods Inc	53.69		1 Transactions	
9206 Winona Heating & Ventilating Inc 01-111-000-0000-6377	319.29	Annual RP2 test Cthse & FCOB	87804	Fees And Service Charges
9206 Winona Heating & Ventilating Inc	319.29		1 Transactions	
111 DEPT Total:	1,231.62	Facilities Mtce	8 Vendors	9 Transactions

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
149	DEPT			Other General Government		
4928	1Source					
	01-149-000-0000-6408		32.86	Bond paper office minutes	166024-0	County Shared Office Supplies
	01-149-000-0000-6408		10.31	Sticky notes & pens-Sheriff	166028-0	County Shared Office Supplies
	01-149-000-0000-6408		40.99	folders-Aud-treas	166029-0	County Shared Office Supplies
	01-149-000-0000-6402		1,159.60	40 cases-10 Cthse-30 FCOB	16779-0	County Paper
4928	1Source		1,243.76	4 Transactions		
22134	Fillmore Co Public Health					
	01-149-000-0000-6372		67.58	Wellness-Activity supplies-Jun		Wellness Grant Expenses
22134	Fillmore Co Public Health		67.58	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-149-000-0000-6205		2,500.00	Courthouse postage		Postage And Postal Box Rent
111	Fillmore Co Treasurer- Credit Card/ACH		2,500.00	1 Transactions		
84638	MN Counties Intergovernmental Trust-M					
	01-149-000-0000-6377		248.98	Deductible claim-NK-8/3/2004	15PE0071	Fees And Service Charges
84638	MN Counties Intergovernmental Trust-M		248.98	1 Transactions		
5397	MN Office Of Enterprise Technology					
	01-149-000-0000-6203		1,300.00	Jun 2016 WAN	DV16060411	Telephone
5397	MN Office Of Enterprise Technology		1,300.00	1 Transactions		
5318	Select Account					
	01-149-000-0000-6289		284.85	July 2016 Participant fees	1151858	Select Account Adm.
5318	Select Account		284.85	1 Transactions		
149	DEPT Total:		5,645.17	Other General Government	6 Vendors	9 Transactions
202	DEPT			Sheriff		
3424	DIGITAL-ALLY					
	01-202-000-0000-6650		395.00	Wireless mic	1087018	Vehicles Purchased
3424	DIGITAL-ALLY		395.00	1 Transactions		
355	Streicher's					
	01-202-000-0000-6455		11.38	Traffic vest	11217096	Law Enforcement Supplies
355	Streicher's		11.38	1 Transactions		

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
202	DEPT Total:		406.38	Sheriff	2 Vendors	2 Transactions
205	DEPT			Sheriff Contingent Funds		
9170	Bureau of Criminal Apprehens-State Of M 01-205-000-0000-6387		815.00	Permit to carry fees-2nd qtr	23-000049	Gun Permit Expenses
9170	Bureau of Criminal Apprehens-State Of M		815.00		1 Transactions	
111	Fillmore Co Treasurer- Credit Card/ACH 01-205-000-0000-6387		104.55	ID Printer Ctrg & cards 6/9/16		Gun Permit Expenses
111	Fillmore Co Treasurer- Credit Card/ACH		104.55		1 Transactions	
532	Herman's Service 01-205-000-0000-6382		110.00	Towing-T Miller vehicle	116453	Vehicle Forfeiture Exp Ms169A.63
532	Herman's Service		110.00		1 Transactions	
205	DEPT Total:		1,029.55	Sheriff Contingent Funds	3 Vendors	3 Transactions
251	DEPT			County Jail		
4899	HEALTHDIRECT #119 01-251-000-0000-6431		541.76	June-Inmate meds	20817	Drugs And Medicine
4899	HEALTHDIRECT #119		541.76		1 Transactions	
3736	Horsman Fence 01-251-000-0000-6305		950.00	Restretch fabric-	0331	Machinery And Equipment Repairs
3736	Horsman Fence		950.00		1 Transactions	
83204	Houston Co Sheriffs Office 01-251-000-0000-6431		29.70	DK meds 6/17/16	2532-f	Drugs And Medicine
83204	Houston Co Sheriffs Office		29.70		1 Transactions	
83550	Kelly Printing & Signs 01-251-000-0000-6402		82.00	Inmate Books	24214	Stationary And Forms
83550	Kelly Printing & Signs		82.00		1 Transactions	
4866	MEnd CORRECTIONAL CARE,PLLC 01-251-000-0000-6429		2,125.00	July 2016 Healthcare services	1347	Nurse/Medical Service Agreement
4866	MEnd CORRECTIONAL CARE,PLLC		2,125.00		1 Transactions	

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4554	Schultz/Jessica 01-251-000-0000-6285		75.00	Blood draws-7/8/16		Professional Fees
4554	Schultz/Jessica		75.00	1 Transactions		
355	Streicher's 01-251-000-0000-6285		72.48	2 Mouthpieces-intox	11217096	Professional Fees
355	Streicher's		72.48	1 Transactions		
3073	United Laboratories 01-251-000-0000-6411		152.37	Hand sanitizer	INV150183	Custodial Supplies
3073	United Laboratories		152.37	1 Transactions		
9206	Winona Heating & Ventilating Inc 01-251-000-0000-6305		136.50	Service air conditioner 6/29	87965	Machinery And Equipment Repairs
9206	Winona Heating & Ventilating Inc		136.50	1 Transactions		
251	DEPT Total:		4,164.81	County Jail	9 Vendors	9 Transactions
441	DEPT			Public Health		
5326	Belson Outdoors,LLC 01-441-000-0000-6448		384.54	7 Bike Rack-SHIP	140534	Ship Grant Expenses
5326	Belson Outdoors,LLC		384.54	1 Transactions		
5271	Flaghouse, Inc 01-441-000-0000-6448		1,567.81	Early Childhood Supplies-SHIP	V014314300012	Ship Grant Expenses
	01-441-000-0000-6448		208.63	SHIP supplies	V014314300020	Ship Grant Expenses
	01-441-000-0000-6448		40.54	SHIP supplies	V014314300038	Ship Grant Expenses
5271	Flaghouse, Inc		1,816.98	3 Transactions		
5327	Hillside Nursery 01-441-000-0000-6448		149.85	Premium Potting Soil		Ship Grant Expenses
5327	Hillside Nursery		149.85	1 Transactions		
2343	Kingsley Mercantile 01-441-000-0000-6448		957.50	SHIP garden supplies	45668	Ship Grant Expenses
2343	Kingsley Mercantile		957.50	1 Transactions		
3169	Pohlman/Brenda L 01-441-000-0000-6390		30.24	TZD mileage-7/6/16		TZD Save Roads Basic 20.600

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
01-441-000-0000-6448		8.64	SHIP mileage-7/1/16	Ship Grant Expenses
01-441-000-0000-6449		24.84	PHEP mileage-7/12/2016	Prpardeness Grant
3169 Pohlman/Brenda L		63.72	3 Transactions	
81511 Preston Foods				
01-441-000-0000-6448		76.85	SHIP CC Strategy Trng	001000951136 Ship Grant Expenses
81511 Preston Foods		76.85	1 Transactions	
441 DEPT Total:		3,449.44	Public Health	6 Vendors 10 Transactions
442 DEPT			Wic Program	
2988 Bluff Country Newspaper Group				
01-442-000-0000-6408		95.23	WIC Mailing cards-5/26/16	AC204628 &31 Other Office Supplies
2988 Bluff Country Newspaper Group		95.23	1 Transactions	
40 Briggs Healthcare				
01-442-000-0000-6859		177.74	Lancets & alcohol prep pads	8463459 RI WIC Medical Supplies
40 Briggs Healthcare		177.74	1 Transactions	
4406 Moore Medical				
01-442-000-0000-6859		48.94	Baby scale liners-Ig & small	991303461 WIC Medical Supplies
4406 Moore Medical		48.94	1 Transactions	
3581 Root/Emily				
01-442-000-0000-6335		28.62	Wic mileage 6/2/16	Employee Automobile Allowance
3581 Root/Emily		28.62	1 Transactions	
442 DEPT Total:		350.53	Wic Program	4 Vendors 4 Transactions
443 DEPT			Nursing Service	
5016 A+ Imaging Systems				
01-443-000-0000-6310		321.94	Copy usage 6/9-7/8/16	104202 Contract Repairs & Maintenance
5016 A+ Imaging Systems		321.94	1 Transactions	
111 Fillmore Co Treasurer- Credit Card/ACH				
01-443-000-0000-6234		158.17	First Aid trng material	Printed Materials
111 Fillmore Co Treasurer- Credit Card/ACH		158.17	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
83550	Kelly Printing & Signs 01-443-000-0000-6408		72.00	Bus cards-Lyngholm,Lanz,Ericks	16544	Other Office Supplies
83550	Kelly Printing & Signs		72.00	1 Transactions		
2042	Lyngholm/Margaret 01-443-000-0000-6335		89.64	6/1-6/27/16 mileage		Employee Automobile Allowance
2042	Lyngholm/Margaret		89.64	1 Transactions		
3288	MCCC, MI 33 01-443-000-0000-6419		5,408.00	3rd qtr 2016 PH Doc suppt	2Y1607023	PH Doc Software Support
3288	MCCC, MI 33		5,408.00	1 Transactions		
4406	Moore Medical 01-443-000-0000-6432		51.12	Bleach Germ wipes	991303461	Public Health Supplies
4406	Moore Medical		51.12	1 Transactions		
81511	Preston Foods 01-443-000-0000-6408		65.29	Food Ee"Get your Greens" prese	0010000781129	Other Office Supplies
	01-443-000-0000-6408		2.29	Food Ee presentation"Get your	0020000261133	Other Office Supplies
81511	Preston Foods		67.58	2 Transactions		
7320	Sanofi Pasteur Inc 01-443-000-0000-6432		61.59	Gloves	906306134	Public Health Supplies
7320	Sanofi Pasteur Inc		61.59	1 Transactions		
1472	Stericycle Inc 01-443-000-0000-6310		261.90	Hazardous Waste Disposal	4006442338	Contract Repairs & Maintenance
1472	Stericycle Inc		261.90	1 Transactions		
443	DEPT Total:		6,491.94	Nursing Service	9 Vendors	10 Transactions
444	DEPT			Home Health		
1901	Aske/Nancy J 01-444-000-0000-6335		19.76	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
1901	Aske/Nancy J		19.76	1 Transactions		
3801	Bergo/Doreen 01-444-000-0000-6335		98.28	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3801	Bergo/Doreen		98.28		1 Transactions	
2508	Clark/Evelyn 01-444-000-0000-6335		12.96	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
2508	Clark/Evelyn		12.96		1 Transactions	
3647	Jergenson/Karin 01-444-000-0000-6335		18.36	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
3647	Jergenson/Karin		18.36		1 Transactions	
3070	Kallis/Sara 01-444-000-0000-6335		167.40	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
3070	Kallis/Sara		167.40		1 Transactions	
8660	Lopez/Debbilyn 01-444-000-0000-6335		27.75	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
8660	Lopez/Debbilyn		27.75		1 Transactions	
1814	Martin/Debra 01-444-000-0000-6335		73.98	6/28-7/8/16 HHA auto expense		Employee Automobile Allowance
1814	Martin/Debra		73.98		1 Transactions	
5997	Ostby/Helen 01-444-000-0000-6335		129.87	6/27-7/8/16 HHA Auto expense		Employee Automobile Allowance
5997	Ostby/Helen		129.87		1 Transactions	
3735	Pappas/Natalie 01-444-000-0000-6335		1.62	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
3735	Pappas/Natalie		1.62		1 Transactions	
4841	ROCHESTER CITY LINES 01-444-000-0000-6433		219.00	Bus pass Client#32321	148160621	Waiver Reimbursables
4841	ROCHESTER CITY LINES		219.00		1 Transactions	
3429	Tienter/Lesa 01-444-000-0000-6335		159.30	6/27-7/8/16 HHA auto expense		Employee Automobile Allowance
3429	Tienter/Lesa		159.30		1 Transactions	

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
444 DEPT Total:		928.28	Home Health	11 Vendors	11 Transactions
446 DEPT			Mch Program		
3169 Pohlman/Brenda L 01-446-000-0000-6335		15.12	MCH mileage-7/7/16		Employee Automobile Allowance
3169 Pohlman/Brenda L		15.12		1 Transactions	
3581 Root/Emily 01-446-000-0000-6335		234.90	MCH mileage-June 2016		Employee Automobile Allowance
3581 Root/Emily		234.90		1 Transactions	
2237 Thiss/Kathy 01-446-000-0000-6245		35.00	Reg-Class "Self Care for Educa		Registration Fees
2237 Thiss/Kathy		35.00		1 Transactions	
446 DEPT Total:		285.02	Mch Program	3 Vendors	3 Transactions
602 DEPT			County Extension Service		
2584 CDW Government Inc 01-602-000-0000-6269		6.73	Computer expense	DFZ8346	Computer Expense
2584 CDW Government Inc		6.73		1 Transactions	
602 DEPT Total:		6.73	County Extension Service	1 Vendors	1 Transactions
603 DEPT			Feedlot		
109 Fillmore Soil & Water Conservation Dist 01-603-000-0000-6285		1,762.53	Feedlot grant	9056	Professional Fees
109 Fillmore Soil & Water Conservation Dist		1,762.53		1 Transactions	
4487 Preston Service Plus 01-603-000-0000-6310		41.03	oil change-equinox	4447	Contract Repairs And Maintenance
4487 Preston Service Plus		41.03		1 Transactions	
603 DEPT Total:		1,803.56	Feedlot	2 Vendors	2 Transactions
1 Fund Total:		52,190.87	County Revenue Fund		111 Transactions

CJOHNSON  
 7/21/16 3:54PM  
 12 INFRA FUND

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
111 DEPT		Facilities Mtce		
5330 S & S Sanitation				
12-111-000-0000-6625		534.92 FCOB-needed dumpster	8230	Building Improvement
5330 S & S Sanitation		534.92	1 Transactions	
111 DEPT Total:		534.92 Facilities Mtce	1 Vendors	1 Transactions
12 Fund Total:		534.92 INFRA FUND		1 Transactions



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Invoice #	Account/Formula Description
			Paid On Bhf #	On Behalf of Name
300 DEPT				Highway Administration
110 Fillmore Co Treasurer				
13-300-000-0000-6205		59.27	POSTAGE 072916 JUNE	Postage And Postal Box Rent
110 Fillmore Co Treasurer		59.27	1 Transactions	
111 Fillmore Co Treasurer- Credit Card/ACH				
13-300-000-0000-6270		141.28	FAX CARTRIDGES 072916	Data Processing
111 Fillmore Co Treasurer- Credit Card/ACH		141.28	1 Transactions	
300 DEPT Total:		200.55	Highway Administration 2 Vendors	2 Transactions
310 DEPT				Highway Maintenance
145 G & K Services				
13-310-000-0000-6293		337.92	UNIFORMS 072916 1491208	Uniform Expense
145 G & K Services		337.92	1 Transactions	
5325 Severson Energy				
13-310-000-0000-6528		283.50	CRACK FILLING SUPPLIES 072916	Bituminous Materials
5325 Severson Energy		283.50	1 Transactions	
310 DEPT Total:		621.42	Highway Maintenance 2 Vendors	2 Transactions
320 DEPT				Highway Construction
99 Erickson Engineering Co				
13-320-000-0000-6265		2,318.00	CONSULTING 072916 11846	Consulting
99 Erickson Engineering Co		2,318.00	1 Transactions	
82132 Fillmore Co Journal				
13-320-000-0000-6241		21.00	ADS: 623-26 072916 76656	Advertising
82132 Fillmore Co Journal		21.00	1 Transactions	
2674 Short Elliott Hendrickson Inc-Seh				
13-320-000-0000-6265		118.00	CONSULTING 072916 318006	Consulting
13-320-000-0000-6265		118.00	CONSULTING 072916 318006	Consulting
13-320-000-0000-6265		1,516.80	CONSULTING 072916 318007	Consulting
2674 Short Elliott Hendrickson Inc-Seh		1,752.80	3 Transactions	
4844 Stonebrook Engineering				

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
4844 Stonebrook Engineering		1,597.50	CONSULTING 072916 427.7	Consulting
		1,597.50	1 Transactions	
5209 Teske/John B and Carol I				
13-320-000-0000-6363		224.28	EASEMENT 072916	Right Of Way Costs
5209 Teske/John B and Carol I		224.28	1 Transactions	
320 DEPT Total:		5,913.58	Highway Construction 5 Vendors	7 Transactions
330 DEPT			Equipment Maintenance Shops	
2322 Carquest				
13-330-000-0000-6575		42.56	FILTERS 072916 1537220365	Machinery Parts
13-330-000-0000-6575		53.20	FILTERS 072916 1537220617	Machinery Parts
2322 Carquest		95.76	2 Transactions	
4598 Class C Solutions Group				
13-330-000-0000-6576		95.60	SUPPLIES 072916 8341876001	Shop Supplies & Tools
4598 Class C Solutions Group		95.60	1 Transactions	
5826 Culligan Water Conditioning				
13-330-000-0000-6317		32.95	DRINKING WATER 072916 913778	Building Maintenance
5826 Culligan Water Conditioning		32.95	1 Transactions	
8165 Dave Syverson Freightliner				
13-330-000-0000-6575		111.16	PARTS 072916 252785	Machinery Parts
13-330-000-0000-6575		43.53	PARTS 072916 252787	Machinery Parts
13-330-000-0000-6575		80.26	PARTS 072916 253050	Machinery Parts
13-330-000-0000-6575		79.56	PARTS 072916 253091	Machinery Parts
8165 Dave Syverson Freightliner		314.51	4 Transactions	
145 G & K Services				
13-330-000-0000-6576		252.42	SUPPLIES 072916 1491208	Shop Supplies & Tools
145 G & K Services		252.42	1 Transactions	
532 Herman's Service				
13-330-000-0000-6516		35.00	TIRES/PARTS 072916 115929	Tires & Repairs
13-330-000-0000-6575		75.00	LABOR 072916 61814	Machinery Parts
13-330-000-0000-6575		75.00	LABOR 072916 61888	Machinery Parts
13-330-000-0000-6575		75.00	LABOR 072916 61916	Machinery Parts

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
13-330-000-0000-6575		75.00	LABOR 072916	61956 Machinery Parts
13-330-000-0000-6516		35.00	TIRES/PARTS 072916	62135 Tires & Repairs
13-330-000-0000-6575		75.00	LABOR 072916	62135 Machinery Parts
13-330-000-0000-6575		75.00	LABOR 072916	62148 Machinery Parts
13-330-000-0000-6575		75.00	LABOR 072916	62169 Machinery Parts
532 Herman's Service		595.00	9 Transactions	
3714 Hovey Oil Co Inc				
13-330-000-0000-6561		1,206.90	#2 DIESEL 072916	91326 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,474.08	#2 DIESEL 072916	91356 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		971.78	GAS 072916	91356 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,479.06	#2 DIESEL 072916	91358 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		379.60	GAS 072916	91358 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,112.20	#2 DIESEL 072916	92021 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		381.60	GAS 072916	92021 Gasoline Diesel And Other Fuels
3714 Hovey Oil Co Inc		7,005.22	7 Transactions	
4867 Lacrosse Truck Center Inc				
13-330-000-0000-6575		455.10	LABOR 072916	103627 Machinery Parts
13-330-000-0000-6575		419.19	PARTS 072916	103627 Machinery Parts
4867 Lacrosse Truck Center Inc		874.29	2 Transactions	
303 Preston Equipment Co				
13-330-000-0000-6576		10.95	SUPPLIES 072916	01-10115 Shop Supplies & Tools
13-330-000-0000-6561		23.21	FUEL ADDITIVE 072916	01-10341 Gasoline Diesel And Other Fuels
13-330-000-0000-6575		108.24	PARTS 072916	01-10410 Machinery Parts
303 Preston Equipment Co		142.40	3 Transactions	
5753 RDO Equipment Co				
13-330-000-0000-6575		453.34	PARTS 072916	P58486 Machinery Parts
5753 RDO Equipment Co		453.34	1 Transactions	
3444 Ruffridge Johnson Equipment Co Inc				
13-330-000-0000-6575		170.68	PARTS 072916	IA04009 Machinery Parts
13-330-000-0000-6575		55.83	PARTS 072916	IA04091 Machinery Parts
3444 Ruffridge Johnson Equipment Co Inc		226.51	2 Transactions	
3206 S & A Petroleum				
13-330-000-0000-6561		12.79	DIESEL-ATV 072916	156446 Gasoline Diesel And Other Fuels

CJOHNSON  
 7/21/16 3:54PM  
 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
	13-330-000-0000-6561		DIESEL-ATV	072916	Gasoline Diesel And Other Fuels
3206	S & A Petroleum			156826	
		4.57			
		17.36			
			2 Transactions		
4384	Zarnoth Brush Works Inc				
	13-330-000-0000-6575		PARTS	072916	Machinery Parts
4384	Zarnoth Brush Works Inc			160683-IN	
		639.00			
		639.00			
			1 Transactions		
330	DEPT Total:		Equipment Maintenance Shops	13 Vendors	36 Transactions
		10,744.36			
340	DEPT		Local Option Sales Tax		
5316	Forterra Pipe and Precast				
	13-340-000-0000-6520		CULVERTS	072916	Culverts
5316	Forterra Pipe and Precast			123100	
		7,112.52			
		7,112.52			
			1 Transactions		
340	DEPT Total:		Local Option Sales Tax	1 Vendors	1 Transactions
		7,112.52			
13	Fund Total:		County Road & Bridge		48 Transactions
		24,592.43			

CJOHNSON  
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 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
390 DEPT		Resource Recovery Center		
145 G & K Services				
14-390-000-0000-6377		26.84 6/3-6/24/16 laundry	cust #2511430	Fees And Service Charges
145 G & K Services		26.84	1 Transactions	
390 DEPT Total:		26.84	Resource Recovery Center	1 Vendors 1 Transactions
14 Fund Total:		26.84	Sanitation Fund	1 Transactions

CJOHNSON  
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 23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
350 DEPT		County Airport		
110 Fillmore Co Treasurer		Hwy Dept mowing 6/29/16		Grounds Maintenance
23-350-000-0000-6316				
630.00				
110 Fillmore Co Treasurer		1 Transactions		
630.00				
5315 Minnesota Council of Airports (MCOA)				
23-350-000-0000-6242		2016 MCOA Dues	2016010	Membership Dues
150.00				
5315 Minnesota Council of Airports (MCOA)		1 Transactions		
150.00				
350 DEPT Total:		County Airport	2 Vendors	2 Transactions
780.00				
23 Fund Total:		County Airport Fund		2 Transactions
780.00				
Final Total:		117 Vendors	163 Transactions	
78,125.06				

\*\*\* Fillmore County \*\*\*



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	52,190.87	County Revenue Fund	
	12	534.92	INFRA FUND	
	13	24,592.43	County Road & Bridge	
	14	26.84	Sanitation Fund	
	23	780.00	County Airport Fund	
	All Funds	78,125.06	Total	Approved by, .....
				.....
				.....

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5660	De Lage Landen Financial Services 01-034-000-0000-6310		53.63	May 2016 Maintenance 05/01/2016 05/31/2016	50072857	Contract Repairs And Maintenance
	01-105-000-0000-6310		53.63	May 2016 Maintenance 05/01/2016 05/31/2016	50072857	Contract Repairs And Maintenance
	01-603-000-0000-6310		53.62	May 2016 Maintenance 05/01/2016 05/31/2016	50072857	Contract Repairs And Maintenance
	01-034-000-0000-6310		53.63	June 2016 Maintenance 06/01/2016 06/30/2016	50393102	Contract Repairs And Maintenance
	01-105-000-0000-6310		53.63	June 2016 Maintenance 06/01/2016 06/30/2016	50393102	Contract Repairs And Maintenance
	01-603-000-0000-6310		53.62	June 2016 Maintnenance 06/01/2016 06/30/2016	50393102	Contract Repairs And Maintenance
	01-251-000-0000-6310		196.29	Copier lease - July 07/01/2016 07/31/2016	50718860	Contract Repairs And Maintenance
	01-034-000-0000-6310		53.63	July 2016 Maintenance 07/01/2016 07/31/2016	50806675	Contract Repairs And Maintenance
	01-105-000-0000-6310		53.63	July 2016 Maintenance 07/01/2016 07/31/2016	50806675	Contract Repairs And Maintenance
	01-603-000-0000-6310		53.62	July 2016 Maintenance 07/01/2016 07/31/2016	50806675	Contract Repairs And Maintenance
5660	De Lage Landen Financial Services		678.93	10 Transactions		
7213	Metro Sales Inc 01-061-000-0000-6377		447.54	Ricoh Color Copier Contract 06/23/2016 09/22/2016	INV555411	Fees And Service Charges
	01-091-000-0000-6408		57.50	Staples Type K Cart-Courthouse	INV569344	Other Office Supplies
7213	Metro Sales Inc		505.04	2 Transactions		
308	Preston Public Utilities 01-111-000-0000-6251		3,335.88	902 Houston St NW Utilites 05/25/2016 06/30/2016		Electricity
	01-111-000-0000-6251		4,638.01	101 Fillmore St W Utilites 05/26/2016 06/27/2016		Electricity
	01-251-000-0000-6251		2,743.20	901 Houston St NW Utilities 05/25/2016 06/30/2016		Electricity
308	Preston Public Utilities		10,717.09	3 Transactions		
4568	US Bank Equipment Finance					

smensink  
 7/21/16 9:35AM  
 1 County Revenue 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.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
01-100-000-0000-6310		179.00	Ricoh Copier Contract 8/1/2016	308637776 Contract Repairs And Maintenance
4568 US Bank Equipment Finance		179.00	1 Transactions	
2357 Verizon Wireless				
01-442-000-0000-6203		8.56	WIC Cell Phone 6/3/16 - 7/2/16	9768029086 Telephone
01-443-000-0000-6203		109.33	Nurses Phones 6/3/16 - 7/2/16	9768029086 Telephone
2357 Verizon Wireless		117.89	2 Transactions	
1 Fund Total:		12,197.95	County Revenue Fund	5 Vendors 18 Transactions

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 7/21/16 9:35AM  
 13 County Road & Bridge

\*\*\* 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
7542	Fillmore Co Treasurer 13-330-000-0000-6561		949.34	JUNE FUEL TAX 072216		Gasoline Diesel And Other Fuels
7542	Fillmore Co Treasurer		949.34		1 Transactions	
308	Preston Public Utilities 13-330-000-0000-6251		649.02	UTILITIES 072216	4458327	Electricity
	13-330-000-0000-6251		44.23	UTILITIES 072216	4459875	Electricity
	13-330-000-0000-6251		42.10	UTILITIES 072216	4473A342	Electricity
	13-330-000-0000-6251		721.83	UTILITIES 072216	4473B341	Electricity
308	Preston Public Utilities		1,457.18		4 Transactions	
423	Tri-County Electric Cooperative 13-330-000-0000-6251		76.94	ELECTRICITY 072216	0504008000	Electricity
	13-300-000-0000-6306		40.91	ELECTRICITY 072216	1407003000	Radio Tower Repair & Services
	13-310-000-0000-6251		41.59	ELECTRICITY 072216	1908001000	Electricity
	13-330-000-0000-6251		21.33	ELECTRICITY 072216	8500771401	Electricity
	13-330-000-0000-6251		64.76	ELECTRICITY 072216	8500773101	Electricity
	13-330-000-0000-6251		199.99	ELECTRICITY 072216	8901997001	Electricity
423	Tri-County Electric Cooperative		445.52		6 Transactions	
13 Fund Total:			2,852.04	County Road & Bridge	3 Vendors	11 Transactions

smensink  
 7/21/16 9:35AM  
 14 Sanitation 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
85440	Centurylink 14-390-000-0000-6203		49.14	6/26-7/25 Phones	6/26 Billing	Telephone
85440	Centurylink		49.14	1 Transactions		
308	Preston Public Utilities 14-390-000-0000-6251		325.56	727 Hwy 16 & 52 E Utilites 05/25/2016 06/30/2016		Electricity
308	Preston Public Utilities		325.56	1 Transactions		
1487	Waste Management - WI-MN 14-390-000-0000-6374		22,935.62	June 2016 Landfill	0674646-2760-2	Landfill Tipping Fees
	14-391-000-0000-6861		6,536.57	05/26/2016-06/25/2016 Rolloff	3117305-2760-4	Recycling Operation Expense
1487	Waste Management - WI-MN		29,472.19	2 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		1,216.72	7/11 Household	20841	Landfill Tipping Fees
5882	Winneshiek County Landfill		1,216.72	1 Transactions		
14 Fund Total:			31,063.61	Sanitation Fund	4 Vendors	5 Transactions

smensink  
 7/21/16 9:35AM  
 23 County Airport Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u> <u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
3219	Centurylink 23-350-000-0000-6203		7.90	Analog Line - June	1355886210	Telephone
3219	Centurylink		7.90	1 Transactions		
85440	Centurylink 23-350-000-0000-6203		124.30	6/26 to 7/25 Phones	301269537	Telephone
85440	Centurylink		124.30	1 Transactions		
423	Tri-County Electric Cooperative 23-350-000-0000-6251		34.47	6/1/16 - 7/1/16 Electricity	G10-8T	Electricity
	23-350-000-0000-6251		392.29	6/1/16-7/1/16 Electricity	G10-9	Electricity
423	Tri-County Electric Cooperative		426.76	2 Transactions		
23 Fund Total:			558.96	County Airport Fund	3 Vendors	4 Transactions

smensink  
 7/21/16 9:35AM  
 76 Trust And Agency Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
110 Fillmore Co Treasurer				
76-000-000-0000-2006		1,484.00	RRC Sales & Use Tax	Commercial Sw Mgmt Tax
76-000-000-0000-2007		79.00	041,101 & 149 Sales & Use Tax	Sales Tax Collected
76-300-000-0000-2007		84.00	R & B Sales & Use Tax	Sales Tax Collected
110 Fillmore Co Treasurer		1,647.00	3 Transactions	
76 Fund Total:		1,647.00	Trust And Agency Fund	1 Vendors 3 Transactions
Final Total:		48,319.56	16 Vendors	41 Transactions

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	12,197.95	County Revenue Fund	
	13	2,852.04	County Road & Bridge	
	14	31,063.61	Sanitation Fund	
	23	558.96	County Airport Fund	
	76	1,647.00	Trust And Agency Fund	
	All Funds	48,319.56	Total	Approved by, .....
				.....
				.....

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: Click here to enter a date. 7/20/2014

Amount of time requested (minutes): Click here to enter text. 20

Department: Click here to enter text. Sanitation

Requested By: Click here to enter text. Jon Martin

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

Click here to enter text. Discussion and approval for recycling building, to have a compactor and electrical

Discussion and approval for RFP's for transportation and disposal of landfill material and transportation, processing and marketing of recyclables

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

Reviewed By: Click here to enter text.

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

	<u>Winneshiek County</u>	<u>Lake Mills</u>	<u>Recycling</u>
New Proposal	\$21.21 Transportation only per ton	\$72.03 Transportation and disposal per ton	\$133.94 per ton
Current charges	\$15.25 Transportation only per ton	\$65.97 Transportation and disposal per ton	\$82.56 per ton
Increase per ton	\$5.96 per ton	\$6.06 per ton	\$51.83 per ton
Tons per year	1,839.50 tons	3,500.00 tons	1,091.98 tons
Yearly increase	\$10,963.42	\$21,210.00	\$56,105.93
Total annual increase		<u>\$88,279.35*</u>	

\*This example is based on current tonnages and does not include any recycling rebates, the proposed minimum trip charges or fuel surcharges.

Proposal number 2 utilizes a compactor and semi trailer for the transportation of recyclables. Under this proposal Waste Management offers to provide a compactor, semi trailer, installation and all maintenance for \$57.03 per ton. Under this proposal our cost goes from \$133.94 per ton down to \$57.03 per ton or \$62,275.62 plus rental of the compactor for \$10,200.00 per year for a total of \$72,475.62. Our totals for recycling this year will be \$90,153.87. Neither of these totals includes a rebate of a percentage of the price for the sale of recyclables.

Under this proposal we will need to build a building to house the compactor and provide power to it. If we prefer we can purchase a compactor and eliminate the rental charges and still receive the same

price for transportation and processing at \$57.03 per ton. At this time it is anybody's guess what these three items will cost, but think it will be in the \$200,000.00 range. The building will need to be built whether we own or rent the compactor. Consensus of the solid waste committee was to go with a compactor and buy it outright no matter if we continue with Waste Management or go for requests for proposals to eliminate extra transportation costs associated with roll-off boxes. There is no money budgeted for this project, but there is money available in the Sanitation reserves account to cover all cost associated with this project.

After our last committee meeting the group felt that Waste Management's final proposal was not in the best interest of Fillmore County and we should either hold them to the current 5 year contract and maybe put up with sub-par service or go out for request for proposals now. Waste Management's position is that they have given proper notice to terminate the contract but they have agreed to extend the current contract with no changes until October 31, 2016.

I am requesting approval that we start the process of getting bids on the building, compactor and electrical now as time is of the essence. In addition I am requesting approval that we start the process of soliciting request for proposals for all aspects of our solid waste hauling and for the transportation, processing and marketing of all our recyclables

Based on 2.5% COLA

<b>Solid Waste</b>	<b>Hourly/Salary</b>	<b>Gross Salaries</b>	<b>Life Insurance</b>	<b>PERA</b>	<b>Social Security</b>	<b>Medicare</b>	<b>Health Insurance</b>	<b>Total Cost</b>	<b>FTE</b>
JM	\$ 34.25	\$ 71,241.46	\$ 9.60	\$ 5,343.11	\$ 4,416.97	\$ 1,033.00	\$ 9,063.00	\$ 91,107.14	1
RB	\$ 18.26	\$ 31,523.32	\$ 9.60	\$ 2,364.25	\$ 1,954.45	\$ 457.09	\$ 17,998.00	\$ 54,306.70	1
10/26/2017	\$ 19.33	\$ 6,844.34		\$ 513.33	\$ 424.35	\$ 99.24		\$ 7,881.26	
		<b>\$ 102,764.77</b>	<b>\$ 19.20</b>	<b>\$ 7,707.36</b>	<b>\$ 6,371.42</b>	<b>\$ 1,490.09</b>	<b>\$ 27,061.00</b>	<b>\$ 145,413.84</b>	<b>2</b>

**SCORE**

LP	\$ 24.15	\$ 14,561.85		\$ 1,092.14	\$ 902.83	\$ 211.15		\$ 16,767.97	0.3
		<b>\$ 14,561.85</b>		<b>\$ 1,092.14</b>	<b>\$ 902.83</b>	<b>\$ 211.15</b>		<b>\$ 16,767.97</b>	<b>0.3</b>

<b>Total</b>		<b>\$ 117,326.62</b>	<b>\$ 19.20</b>	<b>\$ 8,799.50</b>	<b>\$ 7,274.25</b>	<b>\$ 1,701.24</b>	<b>\$ 27,061.00</b>	<b>\$ 162,181.81</b>	<b>2.3</b>
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# \*\*\* Fillmore County \*\*\*



## USER- SELECTED BUDGET REPORT

14 FUND Sanitation Fund

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Account Description</u>	<u>BUDGET</u> <u>2015</u>	2015 Act <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2016</u>	2016 Act <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2017</u>
390 DEPT	Resource Recovery Center					
14-390-000-0000-5001	Current Taxes	109,349 -	105,678 -	136,756 -	952	0
14-390-000-0000-5004	Delinquent Taxes	5,000 -	1,342 -	0	0	0
14-390-000-0000-5007	Mobile Home Tax - Current	100 -	21 -	0	0	0
14-390-000-0000-5008	Mobile Home Tax - Prior & Delinqu	0	4 -	0	0	0
14-390-000-0000-5204	Pera Aid	781 -	781 -	0	0	0
14-390-000-0000-5208	Market Value Real & Ag Credit	3,914 -	5,716 -	0	0	0
14-390-000-0000-5210	Disparity Reduction Aid	3,187 -	1,521 -	0	0	0
14-390-000-0000-5228	County Program Aid	9,312 -	7,790 -	0	0	0
14-390-000-0000-5379	Mn - Other State Grants	5,000 -	5,441 -	5,000 -	0	5,000 -
14-390-000-0000-5385	MN - Winneshiek City Waste Agenc	3,050 -	0	2,700 -	0	2,900 -
14-390-000-0000-5502	Refunds And Reimbursements	0	8,720 -	0	0	0
14-390-000-0000-5551	Tipping Fees	274,000 -	271,875 -	267,204 -	111,098 -	234,500 -
14-390-000-0000-5554	Commercial Sw Mgmt Taxable 17%	75,000 -	93,371 -	78,176 -	42,064 -	79,000 -
14-390-000-0000-5832	Misc Revenue	250 -	12,442 -	300 -	425 -	600 -
14-390-000-0000-5932	Sale Of Materials	1,000 -	1,284 -	1,350 -	0	2,700 -
14-390-000-0000-6105	Gross Salaries	115,831	129,375	120,384	64,803	117,327
14-390-000-0000-6110	Overtime Salaries	1,326	962	1,280	575	1,300
14-390-000-0000-6152	Life Insurance	22	20	20	11	19
14-390-000-0000-6154	Short Term Disability Premium	36	36	0	0	0
14-390-000-0000-6162	P.E.R.A. - Employer	8,691	8,846	9,029	4,903	8,800
14-390-000-0000-6171	Social Security- Employer	7,996	7,607	7,464	3,810	7,274
14-390-000-0000-6172	Medicare- Employer	1,870	1,779	1,746	891	1,701
14-390-000-0000-6174	Co.Health Contribution	27,552	27,553	25,290	14,753	27,061
14-390-000-0000-6203	Telephone	600	562	500	356	615
14-390-000-0000-6206	Employee Electronic Device Reimbu	240	240	240	140	120
14-390-000-0000-6241	Advertising	2,500	2,300	2,500	932	2,500
14-390-000-0000-6242	Membership Dues	200	200	200	250	250
14-390-000-0000-6245	Registration Fees	500	0	500	0	500
14-390-000-0000-6251	Electricity	5,500	5,149	7,000	3,101	5,000
14-390-000-0000-6305	Machinery And Equipment Repairs	0	4	0	0	0
14-390-000-0000-6311	Miscellaneous Repairs And Mainte	3,200	7,326	3,200	162	3,200
14-390-000-0000-6316	Grounds Maintenance	400	7,409	400	90	400
14-390-000-0000-6335	Employee Automobile Allowance	400	281	400	0	400
14-390-000-0000-6337	Other Travel Expense	400	649	400	0	400
14-390-000-0000-6354	Property Casualty Insurance	3,808	3,808	3,531	3,531	3,531

Bobbie  
7/22/16 1:22PM

# \*\*\* Fillmore County \*\*\*



## USER- SELECTED BUDGET REPORT

14 FUND Sanitation Fund

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Account Description</u>	BUDGET 2015	2015 Act <u>Mo. 01 - 12</u>	BUDGET 2016	2016 Act <u>Mo. 01 - 12</u>	BUDGET 2017	
14- 390- 000- 0000- 6355	Workmens Comp Insurance	721	721	961	961	961	
14- 390- 000- 0000- 6374	Landfill Tipping Fees	280,000	309,470	280,791	153,579	282,500	
14- 390- 000- 0000- 6377	Fees And Service Charges	1,200	2,315	1,500	698	1,500	
14- 390- 000- 0000- 6402	Stationary And Forms	1,400	1,159	1,400	0	1,400	
14- 390- 000- 0000- 6408	Other Office Supplies	600	636	200	26	200	
14- 390- 000- 0000- 6411	Custodial Supplies	200	264	250	187	250	
14- 390- 000- 0000- 6416	Misc Supplies	900	571	900	17	900	
14- 390- 000- 0000- 6456	Recycling Materials	10,000	16,145	10,000	5,749	11,500	
14- 390- 000- 0000- 6466	Safety Materials	400	170	400	184	600	
14- 390- 000- 0000- 6529	Seeding	250	0	0	0	0	
14- 390- 000- 0000- 6561	Gasoline Diesel And Other Fuels	4,000	2,235	2,700	773	1,500	
14- 390- 000- 0000- 6565	Motor Oil And Lubricants	200	341	300	153	300	
14- 390- 000- 0000- 6580	Other Repair And Maintenance Sup	1,500	3,009	1,500	0	1,500	
14- 390- 000- 0000- 6862	Management Of Problem Wastes	6,000	22,999	5,000	1,505	5,000	
14- 390- 000- 0000- 6864	Mmp Promotion	1,500	1,542	1,500	1,078	1,500	
<b>DEPT 390</b>	<b>Resource Recovery Center</b>	<b>Revenue</b>	<b>489,943 -</b>	<b>515,986 -</b>	<b>491,486 -</b>	<b>152,635 -</b>	<b>324,700 -</b>
		<b>Expend.</b>	<b>489,943</b>	<b>565,683</b>	<b>491,486</b>	<b>263,216</b>	<b>490,009</b>
		<b>Net</b>	<b>0</b>	<b>49,697</b>	<b>0</b>	<b>110,582</b>	<b>165,309</b>
391 DEPT	Score Grant Program						
14- 391- 000- 0000- 5376	Mn - S.C.O.R.E. Grant	55,950 -	69,692 -	69,654 -	33,864 -	69,654 -	
14- 391- 000- 0000- 5830	County Match	13,988 -	0	17,414 -	0	17,414 -	
14- 391- 000- 0000- 6861	Recycling Operation Expense	69,938	73,623	87,068	42,499	140,000	
<b>DEPT 391</b>	<b>Score Grant Program</b>	<b>Revenue</b>	<b>69,938 -</b>	<b>69,692 -</b>	<b>87,068 -</b>	<b>33,864 -</b>	<b>87,068 -</b>
		<b>Expend.</b>	<b>69,938</b>	<b>73,623</b>	<b>87,068</b>	<b>42,499</b>	<b>140,000</b>
		<b>Net</b>	<b>0</b>	<b>3,931</b>	<b>0</b>	<b>8,635</b>	<b>52,932</b>
<b>FUND 14</b>	<b>Sanitation Fund</b>	<b>Revenue</b>	<b>559,881 -</b>	<b>585,678 -</b>	<b>578,554 -</b>	<b>186,499 -</b>	<b>411,768 -</b>
		<b>Expend.</b>	<b>559,881</b>	<b>639,306</b>	<b>578,554</b>	<b>305,716</b>	<b>630,009</b>
		<b>Net</b>	<b>0</b>	<b>53,628</b>	<b>0</b>	<b>119,217</b>	<b>218,241</b>
<b>Final Totals</b>		<b>Revenue</b>	<b>559,881 -</b>	<b>585,678 -</b>	<b>578,554 -</b>	<b>186,499 -</b>	<b>411,768 -</b>
		<b>Expend.</b>	<b>559,881</b>	<b>639,306</b>	<b>578,554</b>	<b>305,716</b>	<b>630,009</b>
		<b>Net</b>	<b>0</b>	<b>53,628</b>	<b>0</b>	<b>119,217</b>	<b>218,241</b>

## REQUEST FOR COUNTY BOARD ACTION

AGENDA DATE: 7/26/16 ITEM NO.: 1  
PREPARED BY: Ronald Gregg DEPT.: Highway

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

Highway has one item:

1. Consider the awarding of the Bridge replacement Project on CSAH 23, project SP 023-623-026.

ICON construction LLC	\$486,833.00
Midwest Contracting LLC	\$456,566.00
Alcon Construction	\$448,933.10
Minnowa Construction	\$439,904.05

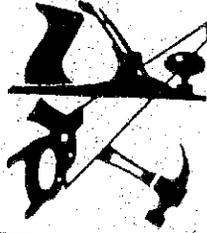
Sincerely, Ron Gregg

REVIEWED BY: \_\_\_\_\_

## COUNTY COORDINATOR

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

# PROPOSAL



**SOLAND CARPENTRY**

**LuVERNE SOLAND**

201 KANSAS 7<sup>th</sup> NE 19467 CO #15  
PRESTON, MN 55965 765-2767

PROPOSAL SUBMITTED TO <i>F. Moore Co.</i>		PHONE	DATE
STREET		JOB NAME	
CITY, STATE, AND ZIP CODE <i>Preston, MN 55965</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

I hereby submit specifications and estimates for:

- No. ① 12' x 9' Wall 1 - 3" Oak Walk Door  
and TRIM, Insulation, Drywall Tape +  
Paint Finished Project (3,500.00)
- No. ② cabin and install 1 - 3" Oak Door  
+ TRIM Finish Wall + Paint (1,500.00)
- No. ③ VA Room Cabinet (600.00)?

I propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ 5600.00 ).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Liability Insurance.

Authorized  
Signature

*Luverne Soland*

Note: This proposal may be  
withdrawn by me if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# PROPOSAL

*Copy  
sent to  
(507) 459-4640*

## TORGERSON ~ OSTBY Floor Coverings & Stone, Inc.

70 Main Ave. N. • P.O. Box 428 • Harmony, MN 55939  
507.886.4257 cell 507.273.8644



PROPOSAL SUBMITTED TO <i>Fullmore County Offices</i>		PHONE	DATE <i>7-5-2016</i>
STREET <i>902 Houston St NW</i>		JOB NAME	
CITY STATE, ZIP <i>Preston, Mn 55965</i>		JOB LOCATION <i>Lower Level Veterans Affairs Office</i>	
ARCHITECT	DATE OF PLANS	JOB # <i>(507) 765-2803</i>	JOB PHONE

We hereby submit specifications and estimates for:

*Prep - grind down & clean up old glue  
on concrete \$280.00 - \$420.00*

*Carpet installed - glued direct - in  
2 offices - Includes new vinyl base,  
(President Coffee Bean) carpet; Burgundy  
vinyl base) \$2271.95*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars \$

**Payment** to be made as follows: *upon completion of job.*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Barb Torgerson*

Note: The proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

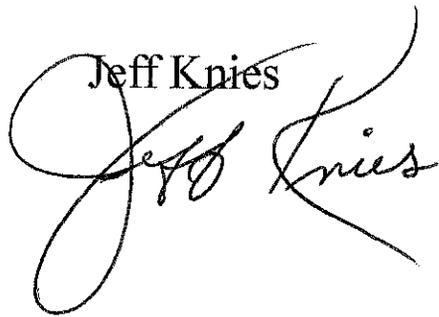
Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

July 20, 2016

Northwest Aluminum, Inc  
PO Box 46  
Preston, MN 55965

Bid for the Fillmore County Courthouse,  
County Building, former Veteran's Office. Carpet style: Point  
Guard, color: Coffee Bean. \$1,956.00  
Price includes carpet, vinyl base, floor patch and installation.

Jeff Knies  


# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 7/26/2016

Amount of time requested (minutes): 15 Minutes

Department: Facilities Maintenance

Requested By: Terry A. Schultz

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

Two Quotes for installation of Carpet and Baseboard for the Corner house at the FCOB. Northwest Aluminum, Inc. for \$ 1,956.00 and Torgerson-Ostby Floor covering for \$2,271.95. A Quote for a new wall and door for the corner room for \$3,500.00 from Soland Carpentry and a Quote for a new door for the Mail room and the VA cabinet in which will be located in the Extension office for \$2,100.00 from Soland Carpentry.

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

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

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

Based on 2.5% COLA

Assessor	Hourly/Salary	Gross Salaries	Life Insurance	PERA	Social Security	Medicare	Health Insurance	Cost to County	FTE
CB	Salary	\$ 74,502.13	\$ 9.60	\$ 5,587.66	\$ 4,619.13	\$ 1,080.28	\$ 9,063.00	\$ 94,861.80	1
SB	\$ 19.49	\$ 40,548.14	\$ 9.60	\$ 3,041.11	\$ 2,513.98	\$ 587.95	\$ 9,063.00	\$ 55,763.79	1
BH	\$ 25.38	\$ 52,799.97	\$ 9.60	\$ 3,960.00	\$ 3,273.60	\$ 765.60	\$ 9,063.00	\$ 69,871.76	1
Replacement	\$ 19.85	\$ 41,290.29	\$ 9.60	\$ 3,096.77	\$ 2,560.00	\$ 598.71	\$ 17,998.00	\$ 65,553.37	1
RV	\$ 26.77	\$ 55,677.23	\$ 9.60	\$ 4,175.79	\$ 3,451.99	\$ 807.32	\$ 9,063.00	\$ 73,184.93	1
		\$ 264,817.76	\$ 48.00	\$ 19,861.33	\$ 16,418.70	\$ 3,839.86	\$ 54,250.00	\$ 359,235.65	5

Done 7/15/16

Bobbie  
7/22/16 1:12PM

# \*\*\* Fillmore County \*\*\*



## USER- SELECTED BUDGET REPORT

01 FUND County Revenue Fund

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Account Description</u>	<u>BUDGET</u> <u>2015</u>	2015 Act <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2016</u>	2016 Act <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2017</u>
103 DEPT Assessor						
01- 103- 000- 0000- 5501	Fees And Charges	76,500 -	76,305 -	76,200 -	47,883 -	77,500 -
01- 103- 000- 0000- 6105	Gross Salaries	256,300	244,914	261,175	140,629	264,818
01- 103- 000- 0000- 6114	Short Term Disability Pay	0	9,000	0	0	0
01- 103- 000- 0000- 6152	Life Insurance	54	50	48	26	48
01- 103- 000- 0000- 6154	Short Term Disability Premium	90	90	0	0	0
01- 103- 000- 0000- 6162	P.E.R.A. - Employer	19,300	18,419	19,588	10,547	19,861
01- 103- 000- 0000- 6171	Social Security- Employer	16,100	15,222	16,193	8,506	16,419
01- 103- 000- 0000- 6172	Medicare- Employer	4,100	3,560	3,787	1,989	3,840
01- 103- 000- 0000- 6174	Co.Health Contribution	55,365	55,357	50,701	26,792	54,250
01- 103- 000- 0000- 6205	Postage And Postal Box Rent	60	68	68	66	68
01- 103- 000- 0000- 6206	Employee Electronic Device Reimbu	540	540	540	315	540
01- 103- 000- 0000- 6241	Advertising	700	431	600	88	540
01- 103- 000- 0000- 6242	Membership Dues	775	755	750	1,270	750
01- 103- 000- 0000- 6244	Continuing Education	1,400	600	1,400	0	1,400
01- 103- 000- 0000- 6245	Registration Fees	735	578	735	0	735
01- 103- 000- 0000- 6335	Employee Automobile Allowance	4,500	3,192	4,500	1,146	4,000
01- 103- 000- 0000- 6337	Other Travel Expense	1,800	1,598	1,800	1,128	1,800
01- 103- 000- 0000- 6377	Fees And Service Charges	800	400	500	400	500
01- 103- 000- 0000- 6401	Office Specific Supplies	0	0	0	32	0
01- 103- 000- 0000- 6402	Stationary And Forms	700	72	300	0	200
01- 103- 000- 0000- 6408	Other Office Supplies	800	52	100	0	0
01- 103- 000- 0000- 6561	Gasoline Diesel And Other Fuels	1,000	263	1,000	126	600
<b>DEPT 103 Assessor</b>	<b>Revenue</b>	<b>76,500 -</b>	<b>76,305 -</b>	<b>76,200 -</b>	<b>47,883 -</b>	<b>77,500 -</b>
	<b>Expend.</b>	<b>365,119</b>	<b>355,160</b>	<b>363,785</b>	<b>193,061</b>	<b>370,369</b>
	<b>Net</b>	<b>288,619</b>	<b>278,855</b>	<b>287,585</b>	<b>145,177</b>	<b>292,869</b>
<b>FUND 01 County Revenue Fund</b>	<b>Revenue</b>	<b>76,500 -</b>	<b>76,305 -</b>	<b>76,200 -</b>	<b>47,883 -</b>	<b>77,500 -</b>
	<b>Expend.</b>	<b>365,119</b>	<b>355,160</b>	<b>363,785</b>	<b>193,061</b>	<b>370,369</b>
	<b>Net</b>	<b>288,619</b>	<b>278,855</b>	<b>287,585</b>	<b>145,177</b>	<b>292,869</b>
<b>Final Totals</b>	<b>Revenue</b>	<b>76,500 -</b>	<b>76,305 -</b>	<b>76,200 -</b>	<b>47,883 -</b>	<b>77,500 -</b>
	<b>Expend.</b>	<b>365,119</b>	<b>355,160</b>	<b>363,785</b>	<b>193,061</b>	<b>370,369</b>
	<b>Net</b>	<b>288,619</b>	<b>278,855</b>	<b>287,585</b>	<b>145,177</b>	<b>292,869</b>

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 7/26/2016

Amount of time requested (minutes): 15-20

Department: Fillmore County Sheriff's Office

Requested By: Sheriff Tom Kaase, presented by Chief Deputy Webber

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

Request and action on purchase of boosters for squad mobile project.

Request and action for letter of support for CVS Medication Disposal Unit to be located at the Fillmore County Sheriff's Office. Provided by CVS Pharmacy Company.

Request and action on 2016 Emergency Management Performance Grant agreement

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

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

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

## CVS/pharmacy Medication Disposal for Safer Communities Application

### Organization/Contact Information

Enter information below as it pertains to the Law Enforcement Agency

Law Enforcement Agency Name  
Fillmore County Sheriff's Office

Street Address  
901 Houston St. NW

Tax ID	Tax Status 1
41-6005794	Other

City	State	Zip Code
Preston	MN	55965

Enter information below as it pertains to the Chief of Police (or corresponding department head, such as the Sheriff)

Prefix	First Name	Last Name
Mr.	Tom	Kaase

Title	Phone Number	Extension
Sheriff	5077653874	

E-mail Address	Mobile Phone	Fax Number
tkaase@co.fillmore.mn.us	5074211290	5077652703

Enter information below as it pertains to the person managing the medication disposal program at your department.

Prefix	First Name	Last Name
Mr.	Jesse	Grabau

Title	Phone Number	Extension
Narcotics Investigator	5077653874	

E-mail	Mobile Phone	Fax Number

jgrabau@co.fillmore.mn.us 5072731578 5077652703

## Program Essentials

### Terms and Conditions

Today's Date  
06/16/2016

#### By submitting this application:

1. Law Enforcement Agency agrees to weigh and record the amount of drugs collected on an ongoing basis. CVS Health will reach out quarterly to collect this data on an ongoing basis.

Yes

2. Law Enforcement Agency agrees to accept receptacle and is responsible for any cost associated with installation.

Yes

3. Law Enforcement Agency is responsible for ongoing costs incurred to maintain the unit and to destroy the drugs collected.

Yes

4. Law Enforcement Agency acknowledges that CVS/pharmacy locations in the vicinity will support awareness of the receptacle by promoting the drug collection program.

Yes

In order to be considered, Law Enforcement Agency must attach a letter of support from an elected or appointed community leader outside of law enforcement (i.e. local governing board/council, public health board, Mayor or Town Administrator, etc.).

Please upload a PDF of the letter here.

**All liability arising from the installation of the receptacles or the collection and/or destruction of the drugs deposited in the receptacles will be the sole responsibility of the agency that accepts the receptacles (the "Agency"). CVS and the Partnership for a Drug Free America ("the Partnership") will not be liable for, and the Agency, to the extent permitted by Law, will indemnify, defend, and hold CVS and the Partnership harmless from and against any claim, injury, damage, loss, expense (including reasonable attorneys' fees), demand, or judgment in any way resulting from any acts or omissions by the Agency in the use of the receptacles or the collection and/or destruction of drugs deposited in the receptacles.**

NOTE: If you do not see the "Review & Submit" button, please overlook your application for black arrow(s) in front of the question(s), which indicate that the answer is incomplete.


[Exit](#)
[Organization/Contact Information](#)   [Program Essentials](#)   [Review My Application](#)

### Program Essentials

[Printer Friendly Version](#) | [E-mail Draft](#)

\* Required before final submission

#### Terms and Conditions

\* Today's Date

#### By submitting this application:

\* 1. Law Enforcement Agency agrees to weigh and record the amount of drugs collected on an ongoing basis. CVS Health will reach out quarterly to collect this data on an ongoing basis.

\* 2. Law Enforcement Agency agrees to accept receptacle and is responsible for any cost associated with installation.

\* 3. Law Enforcement Agency is responsible for ongoing costs incurred to maintain the unit and to destroy the drugs collected.

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In order to be considered, Law Enforcement Agency must attach a letter of support from an elected or appointed community leader outside of law enforcement (i.e. local governing board/council, public health board, Mayor or Town Administrator, etc.).

Please upload a PDF of the letter here.



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NOTE: If you do not see the "Review & Submit" button, please overlook your application for black arrow(s) in front of the question(s), which indicate that the answer is incomplete.



<b>Minnesota Department of Public Safety ("State")</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Emergency Management Performance Grant 2016  <b>Grant Agreement No.:</b> A-EMPG-2016-FILLMOCO-025
<b>Grantee:</b> Fillmore County 901 Houston Street N.W Preston, MN 55965	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 1/1/2016 <b>Expiration Date:</b> 12/31/2016
<b>Grantee's Authorized Representative:</b> Kevin Beck 901 Houston Street N.W Preston, MN 55965 Phone: (507) 765-3874 e-mail: <a href="mailto:kbeck@co.fillmore.mn.us">kbeck@co.fillmore.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 21,420.00  Matching Requirement \$ 21,420.00
<b>State's Authorized Representative:</b> Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 <a href="mailto:Matti.Gurney@state.mn.us">Matti.Gurney@state.mn.us</a>	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 2016 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. A-EMPG-2016-FILLMOCO-025 / PO# 3000041652

**2. GRANTEE**

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

By: \_\_\_\_\_

Title: County Board Chair

Date: 7-26-2016

By: \_\_\_\_\_

Title: County Coordinator/Clerk

Date: 7-26-2016

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Budget Summary (Report)

EMPG	Award	Match
Budget Category		
Planning		
Communications	\$350.00	\$350.00
Wages and Benefits	\$19,595.00	\$19,595.00
<b>Total</b>	<b>\$19,945.00</b>	<b>\$19,945.00</b>
Training		
Conferences and Registrations	\$1,475.00	\$1,475.00
<b>Total</b>	<b>\$1,475.00</b>	<b>\$1,475.00</b>
<b>Total</b>	<b>\$21,420.00</b>	<b>\$21,420.00</b>
Allocation	\$21,420.00	\$21,420.00
Balance	\$0.00	\$0.00

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 7/26/2016

Amount of time requested (minutes): 5 minutes

Department: Auditor/Treasurers

Requested By: Carrie Huffman

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

I am requesting 2 employees from A/T office attend 4 day training in St. Paul regarding tax calculation put on by the Department of Rev. Overnight say for 5 nights \$275.00 for training for each employee.

Here is a summary outline of the A/T Course:

DAY 1:

1. Public Finance Overview
2. Legislative Changes
3. Property Identification
4. Tax Base Overview and Valuation of Property

DAY 2:

1. TIF discussion on calculation
2. Tax Base Overview and Valuation of Property (Continued)
3. Tax Levies and the Budgeting Process
4. Tax Rate Calculation and Determination of Net Tax

DAY 3:

1. Tax Rate Calculation and Determination of Net Tax (Continued)
2. Reporting
3. Tax Collection (Real & Personal)
4. Settlement and Distribution

DAY 4:

1. Determination, publication, judgment, redemption expiration of redemption
2. COJs
3. Management of Tax-Forfeited Land
4. Distribution of the auction dollars
5. Personal Property

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

# REQUEST FOR COUNTY BOARD ACTION

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

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

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

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 8<sup>th</sup> day of June, 2016, by and between the Minnesota Counties Computer Cooperative (“MnCCC”) and \_\_\_\_\_ (“Member”), to amend, restate and redefine the operation of MnCCC, and the rights, benefits, obligations and liabilities of MnCCC members.

**WITNESSETH:**

WHEREAS, MnCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

**Article I: Purpose**

Member and the other members of MnCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MnCCC members and licensees, that can be registered and owned by MnCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MnCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MnCCC software programs and related information systems;
- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MnCCC members and eligible licensees;

- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MnCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MnCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MnCCC;
- H. Organize and conduct annual regional and MnCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MnCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MnCCC members and eligible software licensees.

## **Article II: Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the “MnCCC”.

## **Article III: Membership**

Membership in the MnCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MnCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MnCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended (“Bylaws”), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services

for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MnCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MnCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MnCCC Board or the Executive Director; and that all MnCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MnCCC (or destroyed, if so requested by MnCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MnCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

#### **Article IV: Board of Directors**

There is hereby created a Board of Directors of the MnCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MnCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MnCCC and to do all things necessary or convenient for the furtherance of the purposes of the MnCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MnCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MnCCC, except:(a) as may be limited or otherwise modified from time to time by any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MnCCC annual budget, which shall each be the exclusive province of the Voting Members. The MnCCC Board

shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

#### **Article V: User Groups**

The Board shall be empowered to create, manage, modify, or terminate MnCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

#### **Article VI: Bylaws and Operating Policies and Procedures**

MnCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MnCCC. The Voting Members, by resolution of the affirmative two-thirds vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MnCCC, consistent with this Agreement and the Bylaws.

#### **Article VII: Financial Matters/Limitation of Liability**

MnCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MnCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all MnCCC members. Each User Group shall be responsible for determining and providing amounts to MnCCC’s Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year’s participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MnCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MnCCC invoices, and to pay or reimburse MnCCC for its reasonable attorney’s fees or other costs

incurred in enforcement of this Agreement (collectively, “Costs”). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MnCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MnCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MnCCC, to operate and maintain the MnCCC or to carry out other purposes of the MnCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MnCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MnCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”, and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MnCCC, or of any other MnCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MnCCC member(s) and except as provided in Article IX.B. of this Agreement.

### **Article VIII: Withdrawal of Member**

Member or any other MnCCC members may only withdraw from this Agreement, or any MnCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MnCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MnCCC’s Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member’s participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member’s delivery of the termination notice specified in the

prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MnCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MnCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MnCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MnCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MnCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MnCCC membership.

#### **Article IX: Insurance**

From time to time, MnCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MnCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MnCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MnCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MnCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MnCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

#### **Article X: Term of Agreement/Termination of All Member Agreements**

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MnCCC members;
- B. Suspended or superseded by a subsequent agreement between all MnCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;

- C. Dissolution of MnCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MnCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MnCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MnCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

#### **Article XI: Term of Agreement/Termination of Member's Agreement**

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MnCCC and Member; or
- B. Terminated by MnCCC following delivery of any exclusion notice issued by MnCCC to Member under [Article VI] of the then-current MnCCC Bylaws, or otherwise in any manner provided for therein.

#### **Article XII: Post Termination Use of MnCCC Software**

Termination under Article X or Article XI will also terminate Member's rights and license to use MnCCC software or related services, except with MnCCC's express prior written consent. MnCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MnCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MnCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MnCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

#### **Article XIII: Entire Agreement; Amendments**

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MnCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, the Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the

Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

**Article XIV: Remedies**

Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

**Article XV: Governing Law/Jurisdiction and Venue**

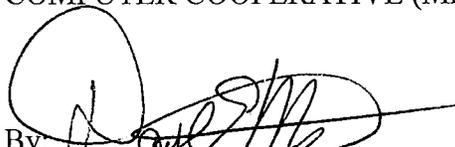
This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MnCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MnCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

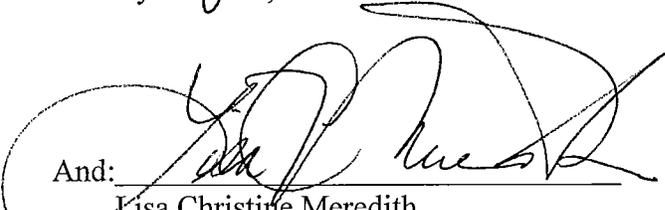
\_\_\_\_\_ (MEMBER)

MINNESOTA COUNTIES  
COMPUTER COOPERATIVE (MnCCC)

By: \_\_\_\_\_

By:   
Dayle Moore, Board Chair

Name: \_\_\_\_\_  
Board Chair

And:   
Lisa Christine Meredith  
Executive Director

**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE**

**BYLAWS**

As adopted March 2, 1978  
As amended November 30, 1978  
As amended June 8, 1979  
As amended June 11, 1982  
As amended September 9, 1983  
As amended June 8, 1984  
As amended October 4, 1984  
As amended June 13, 1986  
As amended June 12, 1987  
As amended November 15, 1988  
As amended June 9, 1989  
As amended June 8, 1990  
As amended June 14, 1991  
As amended June 12, 1992  
As amended June 6, 2002  
As amended June 9, 2004  
As amended June 8, 2005  
As amended June 6, 2007  
As amended June 4, 2008  
As amended June 4, 2014  
As amended June 8, 2016

**MINNESOTA COUNTIES  
COMPUTER COOPERATIVE**

**AMENDED AND RESTATED BYLAWS**

**June 8, 2016**

**ARTICLE I: PURPOSE**

Section 1. The purpose of the Minnesota Counties Computer Cooperative (“MnCCC”) is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, training services, managed professional services and management information systems for the use and benefit of the parties, as well as the commercialization of its proprietary software for licensed use by third parties.

**ARTICLE II: POWERS**

Section 1. The Minnesota Counties Computer Cooperative shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization as set forth in the Amended and Restated Joint Powers Agreement of even date.

**ARTICLE III: DEFINITIONS**

Section 1. "Board" shall mean the MnCCC’s Board of Directors, to be organized and operated as provided herein.

Section 2. "Charges" shall mean any and each of: (a) annual Dues or other periodic charges billed to a Member and/or Licensee for services provided or to be provided to that party as a result of membership in a User Group; (b) such other charges billed to a Member and/or Licensee for goods or services specifically requested by such participant; and (c) an equitable share of the cost of the MnCCC's Annual Meeting.

Section 3. "Dues" shall mean each Member's and/or Licensee’s annual payment to MnCCC, consisting of an equitable share (as determined by the Board) of the annual budget approved by the Board at the Annual Meeting.

Section 4. “ISSG” shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical assistance to the MnCCC staff and User Groups: coordinate MnCCC information systems training; and evaluate and advise on software, hardware, documentation, education and managed professional services.

Section 5. "Joint Powers Agreement" shall mean the Amended and Restated Joint Powers Agreement, as adopted by each eligible Member as provided in Minnesota Statutes 471.59, and as may be amended from time to time.

Section 6. "Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is not eligible to be a Member, including, without limitation, an agency of a non-county governmental entity, or a nonprofit corporation, or a trade association, or such other eligible participant that may be authorized from time to time by the Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with the MnCCC.

Section 7. "Licensee Agreement" shall mean an agreement defining the rights, responsibilities and obligations between MnCCC and a Licensee that wishes to participate in MnCCC programs for the purpose of licensing MnCCC software, acquiring managed professional services, and participating in one or more User Groups and/or the ISSG.

Section 8. "Member" shall mean a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute § 471.59, and that has ratified and executed the Joint Powers Agreement and has paid those membership Dues and other Charges established by the MnCCC from time to time.

Section 9. "Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in only one or two User Groups. Non-Voting Members shall be entitled to receive notice of and attend all Member meetings, but shall not vote, or be counted for determining a quorum for voting purposes at Membership Meetings.

Section 10. "User Group" shall mean a group of Members and/or Licensees who use common software application(s) and who meet regularly to provide direction to the Board regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. For purposes of User Group voting, each Member or Licensee shall be counted as a single user, regardless of the number of internal licensed seats, authorized users, etc. held by such Member or Licensee.

Section 11. "Voter(s)" are those full time or part time employee representatives of Voting Members that attend Member or User Group meetings and that vote on behalf of such Voting Member. Each Voting Member may, at its option, and from time to time, rank and prioritize the Voter participation for any meeting or other Voting Member resolution by delivering written notice thereof to the Executive Director, which ranking shall control for all purposes until revoked or replaced. In the absence of such ranking, any employee(s) of such Voting Member in attendance at a meeting shall determine internally how such ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card distributed at a Member meeting. For ballots, all Voter ballots will be tabulated, and the majority number of Voter votes of eligible employees shall determine the vote of such Voting Member, with any ties counted as a "no" vote, unless and to the extent such Voting Member has ranked and prioritized its Voters. In such event, the then-current ranking shall be followed in determining who is entitled to vote on behalf of such Voting Member.

Section 12. "Voting Member" shall mean a Member county or other governmental entity located within Minnesota that participates in at least three User Groups, or at least two User Groups and the ISSG.

#### **ARTICLE IV: MnCCC OFFICE**

Section 1. The principal office of the MnCCC shall be at a location determined from time to time by the Board.

#### **ARTICLE V: RULES AND REGULATIONS**

Section 1. From time to time, the Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership fees, Charges for software applications, managed services agreements and/or other jointly authorized projects that the group is concerned with, and any other group-related matters not specifically addressed by Articles I through XIII of these Bylaws. Such Rules and Regulations shall be considered supplementary to the Bylaws, and cannot conflict with or be inconsistent with these Bylaws, and may at any time be modified, replaced or repealed by majority vote at any meeting of the Board at which a quorum is present, or by affirmative vote of a majority of written or electronic ballots cast, with the total number of ballots so cast being at least equal to the number as would be sufficient to constitute a quorum for a Board meeting.

Section 2. The Board shall also adopt, maintain and from time to time, update a set of core contract principles and minimum standards that must be included within any software or service agreements (e.g. development, enhancement, licenses, maintenance, support or other service agreements) or other MnCCC contracts. Any deviation from such core principals or minimum standards by any User Group will require the Board's prior written consent.

#### **ARTICLE VI: MEMBERSHIP RIGHTS**

Section 1. (a) Voting Members shall be the only Members entitled to vote on Member resolutions, and each Voting Member shall be entitled to cast one (1) vote for each Member resolution, as well as one (1) vote in each User Group for purposes of managing the application(s) and conducting other business therein, with all voting to be conducted by the Voting Member's Voter(s), subject to any then-current ranking and prioritization of record with the MnCCC's Executive Director.

(b) Each Non-Voting Member is also entitled to participate in and cast one (1) vote in each User Group it belongs to, but shall have no vote on any Member resolution. Its User Group votes shall be cast by the then-current designated User Group representative, if one has been appointed by the Non-Voting Member by giving written notice to the Executive Director, or by those full or part time employees of such Non-Voting Member in attendance at any User Group meeting, or exercising the right, in the absence of any designated representative, to cast an electronic or mailed ballot. In the absence of any designated representative, votes of a Non-Voting Member shall be

counted as cast by the majority of its employees attending such User Group meeting or participating in any electronic or mailed User Group ballot, with any ties counted as a “no” vote. Non-Voting Members shall also have the right to receive notices of and are entitled to attend any Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

(c) Each Licensee shall have the right to receive notice of and attend each User Group or Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

Section 2. (a) A joint powers entity, either as a Member or Licensee, may serve as the representation and fiscal agent for entities belonging to it, but each individual member of such joint powers entity that is not and never has been a Member or Licensee of the MnCCC is liable for and must pay the Dues, One-Time Fee and all other then-current applicable Charges set by the Board, in order to use software and otherwise participate in MnCCC through a joint powers entity.

(b) For each User Group in which it uses MnCCC software or otherwise participates, each Non-Voting Member and Licensee shall pay the then-current annual User Group Dues set by the Board, which Dues shall not exceed the amount of then-current Member Dues set by the Board.

Section 3. A Member or Licensee shall cease to qualify for further use of MnCCC software applications and other participation, and will be excluded and terminated therefrom when it fails to comply with the provisions of the Joint Powers Agreement, a Licensee Agreement, these Bylaws, or such Rules and Regulations as may be issued from time to time by the Board. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Charges, Costs (as defined in the Joint Powers Agreement) or other assessments made by the MnCCC from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding and non-appealable.

Section 4. Any Member or Licensee that ceases to qualify for participation in the MnCCC shall remain liable for its full share of any Dues, Charges or other costs accrued prior to its termination of participation, payable as and when due, or otherwise as designated by the Board, together with any attorney’s fees or other costs incurred in collecting past due amounts, enforcing these Bylaws, the Joint Powers Agreement, any Licensee Agreement, or other agreement or obligation between MnCCC and a Member or Licensee. In lieu of continued payments by such terminated Member or Licensee, the Board reserves the right to assess a lump sum termination payment against such Member or Licensee, to be computed by subtracting the stated value (or such value as may be determined in good faith by the Board) of any accrued, but unpaid Member joint ownership share, if applicable, of MnCCC software applications or other assets co-owned and developed by such Member, from such Member’s remaining aggregate future payments due for all Dues, Charges and other amounts owed, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated Members shall in no event be entitled to any refund or other credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner expressly identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board from time to time and in its sole discretion, no such Member shall retain any ownership, and no such

Member or any terminated Licensee shall retain any usage rights or other interest in any MnCCC software, assets, properties or revenues following termination as specified herein.

## **ARTICLE VII: MEMBER VOTING**

**Section 1.** Each Voting Member shall be entitled from time to time to designate or rank and prioritize those Voters entitled to vote on such Voting Member's behalf, for any Member resolution, whether at a Member meeting, or by electronic or mailed ballot, in the manner identified in Article I, Section 11.

**Section 2.** At each annual Member meeting, as called and noticed by the Board and to be held in the manner provided in Article XI, the Voting Members shall elect the officer(s) and other Board representative designated in Article VIII. Voting Members shall also be entitled to vote at any special meetings called by the Board.

**Section 3.** The Voting Members, to the exclusion of the Board, shall have the sole and exclusive rights to authorize: (a) amendment of the Joint Powers Agreement or the Bylaws; (b) adoption of the MnCCC budget; or (c) changes to the MnCCC staff.

**Section 4.** Special meetings of the Voting Members may be called at any time by the Board, or upon the written request of at least 25% of Voting Members. Upon receipt of such request, the Chair shall give notice of the meeting, setting forth the time and purpose thereof, and to be held as soon as practicable, but in all cases within 60 days of receipt of such request. Business at any special meeting shall be limited to the purpose(s) stated in the meeting notice, and any Member may attend, regardless of voting status.

**Section 5.** The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to transmit business at any meeting thereof.

**Section 6.** Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

**Section 7.** Any action that may be taken at a meeting by Voting Members may be taken without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of Voting Members that would constitute a quorum for meeting purposes.

## **ARTICLE VIII: BOARD OF DIRECTORS**

**Section 1.** At each Annual Meeting, commencing with the Annual Meeting at which the Voting Members approve the amendment and restatement of these Bylaws, the Voting Members shall elect the office of Treasurer, together with any other office occupied in the immediately preceding term by any person filling an office vacancy by appointment, and who had not been elected as an officer within the preceding two years by majority vote of the Voting Members. Subject at all times to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each Annual Meeting thereafter the Board shall appoint the then-current Vice Chairperson as new Chairperson, the then-current Treasurer as new Vice Chairperson, and a the Voting Members shall elect new Treasurer. New officers shall take office at the adjournment of the Annual Meeting in the year in which they are elected.

**Section 2.** In addition to the officer(s) elected by the Voting Members as set forth in Section 1 above, there shall be elected four (4) Regional Representatives of the Board, who shall serve from four (4) geographic regions as may be designated from time to time by the Board. Each Regional Representative shall be elected by the Voting Members of such region, and shall each serve for a term of two (2) years following election. The Regional Representatives of Regions I and III shall be elected in even-numbered years; the Regional Representatives of Regions II and IV shall be elected in odd-numbered years, with all such elections conducted at the designated annual regional meetings.

**Section 3.** Following the approval of these Amended and Restated Bylaws at the 2016 Annual Meeting, and at each Annual Meeting held in even years thereafter, the Voting Members shall also elect an at-large Board member, who shall be an information technology professional employee and then-current ISSG member.

**Section 4.** The Board shall consist of the then-current Board officers, the four (4) Regional Representatives, the ISSG at-large Board member, and the immediate past Chairperson, who shall each have one vote on all Board matters.

**Section 5.** A vacancy in the Board shall immediately occur in the office of any officer or other director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified full or part-time employee of a Voting Member.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Board shall appoint a successor, to serve out the remainder of the then-current term, with a new election for each such vacated office to be held at the next Annual Meeting.

Upon any such vacancy occurring in any office with at least six months remaining in the then-current term, it shall be filled by a special election of the Voting Members, after giving effect to the normal progression of remaining officers from Treasurer to Vice Chair, and Vice Chair to Chair, with the special election to fill each office for the balance of the then-current term, and with such

officers so elected subject to normal progression rules as identified in Section 1 above for succeeding terms.

Upon vacancy of the Past Chair, the immediate former Past Chair will be requested to serve an additional term as Past Chair. In the event, the immediate Past Chair is unable or unwilling to serve an additional term, the Vice Chair will move to the position of Past Chair, Treasurer to Chair and both Treasurer and Vice Chair positions will be filled will a special election or at the Annual Meeting.

Upon vacancy occurring among the Regional Representatives, the Region shall fill such position for the balance of the then-current term, and pursuant to Article VIII, Section 2.

Section 6. The presence of a majority of the members of the Board shall constitute a quorum at any meeting thereof, but the members present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors in attendance at any meeting at which there is a quorum shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board when an action is approved by the Board is presumed to have assented to the action, unless the director votes against the action or is prohibited from voting on the action.

Section 7. The Chairperson shall preside at all meetings of the Board, and shall also serve as MnCCC's principal spokesperson.

Section 8. The Vice Chairperson shall act as the Chairperson by written direction of the Chairperson, and/or in the absence of the Chairperson at any meeting that the Chairperson cannot attend.

Section 9. The Treasurer shall be responsible for keeping a record of all the proceedings of the Board, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated him/her by the Board.

Section 10. The Board may appoint a recording secretary, who, if appointed, shall assist the Treasurer in making a written record of all MnCCC meetings, and with such other duties or assignments as the Chairperson or Treasurer may designate.

Section 11. The Board may create, modify or disband User Groups, the ISSG or any special groups or committees, and may also appoint persons as deemed appropriate to serve on special committees.

Section 12. The Board may be delegated any special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws.

Section 13. The Board or its designees shall participate in the negotiation of contracts with vendors chosen by majority vote of the appropriate User Group or special committee for goods or services and may execute contracts only after approval of a majority of the Members and Licensees participating in the User Group or special group or committee.

Section 14. The Board shall also negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

Section 15. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 16. Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed (or electronic ballot cast) by the number of Voting Members that would be required to take the same action at a meeting of the Members at which all Voting Members were present. All Members shall be notified immediately of the text and effective date of any such written action that is duly taken. Such written action is effective when signed by the requisite number of Voting Members, unless a different effective time is provided for in the written action.

#### **ARTICLE IX: STAFF**

Section 1. The Board may employ or contract for appropriate full time or part time professional, administrative, technical or other staff members. Changes in the number of staff positions shall be approved by the Voting Members.

#### **ARTICLE X: COST SHARING AND FUNDS**

Section 1. The fiscal year of MnCCC shall be the calendar year, beginning January 1 and ending December 31.

Section 2. Subject to approval by the majority of the Voting Members at the Annual Meeting, the Board shall calculate and propose annual Dues and Charges through an equitable cost-sharing formula and annual budget. Upon approval at the Annual Meeting, the cost-sharing formula and annual budget for the next fiscal year shall be final and binding, and a summary thereof shall be prepared and made available to each Member and Licensee no later than July 15<sup>th</sup> of each year.

Section 3. In the absence of a specific agreement stating otherwise, MnCCC's development costs will be shared equally by those Members and Licensees participating in and

belonging to the applicable User Group. In development programs where all members are participating, new User Group members shall participate and share equally by making an initial payment calculated to cover its pro-rata, equitable share of the development costs accrued to the point of becoming a User Group member. In development programs where all User Group members are not participating, new User Group members have the option to participate or not to participate. Where a specific agreement has been approved by majority vote of any User Group, that agreement shall govern the methods used by the Board to allocate and invoice for cost sharing.

Section 4. Dues or other Charges are payable in full upon receipt of invoice from MnCCC and are nonrefundable.

Section 5. Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Section 6. The Treasurer shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institution.

Section 7. By using the modified accrual basis for accounting, expenditures of MnCCC shall not exceed the total approved budget for any one-year; with the exception of the equipment budget which can be carried over year-to-year to be used for equipment purchases only.

## **ARTICLE XI: MEETINGS**

Section 1. The annual meeting of Members (the "Annual Meeting") shall be held each June at a date and location determined by the Board in accordance with these Bylaws. The Annual Meeting shall be held for the election of officer(s), the establishment of an equitable Dues structure and adoption of an annual budget for the following next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of the Annual Meeting, as well as access to those reports prepared for the Annual Meeting, although voting is limited to Voting Members.

Section 2. The Board shall present an annual report to members of the activities of MnCCC. The Board shall keep true and accurate accounts and records of all of its activities.

Section 3. Meetings of the regional membership may be held quarterly or at the call of the duly elected Regional Representative, but shall be held at least annually in all cases.

Section 4. A special meeting of Members may be called by the Chairperson upon giving at least ten (10) days written notice to all Members. Notice of a special meeting may be waived by

any Voting Member before, at, or after such meeting, by a writing signed on behalf of such Voting Member.

Section 5. The regular monthly meeting of the Board shall be held on the second Thursday of each month, which time may be rescheduled in any month for good cause by the Chairperson.

Section 6. A quorum shall consist of 50% or more of the members of the Board, and a vote by the majority present shall determine each Board action.

Section 7. Roberts Rules of Order shall be followed in the conduct of each meeting unless suspended by the members of the Board in attendance at the meeting.

## **ARTICLE XII: AMENDMENT OF BYLAWS**

Section 1. These Bylaws may be amended by affirmative two-thirds vote of Voting Members in attendance at the Annual Meeting or any other duly-called meeting of the Voting Members, or by ballot and approved in the manner identified in Article VII, provided that notice of such proposed amendment shall have been given in writing at least ten (10) days in advance to all Members. The Board shall forthwith notify the Members of any and all amendments adopted.

## **ARTICLE XIII: FINANCIAL OBLIGATION**

Section 1. Pursuant to each Member's Joint Powers Agreement, a Member must provide MnCCC with written notice of its objection to any new proposed financial obligation, other than future Dues, which are exclusively subject to the provisions of Article X above, or One-time Fees, Charges, previously assessed to such Member. Written notice of such objection must be provided within forty-five (45) days of initial notification of the financial obligation by giving written notice to the Executive Director. Declination of any proposed financial obligation may result in suspension or termination of Member rights in the User Group where the financial obligation was approved. Delinquent payment of any amounts owed may also result in suspension and/or termination of any Member or Licensee, in each case, as determined by the Board in its sole discretion.

These Amended and Restated Bylaws have been dated and are effective as of the 8<sup>th</sup> day of June, 2016.

M E M O R A N D U M

TO: MnCCC Membership

FROM: Lisa Christine Meredith, Executive Director  
651-917-6996, [lisa@mnccc.org](mailto:lisa@mnccc.org)

DATE: July 18, 2016

SUBJECT: New JPA and Bylaws

At our 2016 Annual Membership Meeting, the membership approved new Bylaws and a new Joint Powers Agreement. Copies of both are attached. The MnCCC Board has also approved the attached "When A Contract Ratification is Required and Why..." document which has led to several of our user groups updating their User Group Rules and Regulations.

Joint Powers changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- changing the requirement to change the Joint Powers Agreement from a majority vote to a two-thirds vote,
- removal of the language for electronic or mailed ballots, and
- the language regarding failure to pay has been modified to match that language that is included in the bylaws and on our invoices.

Bylaws changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- removal of the special language for ISSG, which is now included with the other user groups in the bylaws language,
- additional language that allows a Past Chair to serve a second term in the event that a Chair is unable to serve as Past Chair in the officer rotation,
- removal of the language for electronic or mailed ballots, and
- added statement noting we use a modified accrual basis for accounting.

Please have the Joint Powers Agreement approved by your Board, signed by your Board Chair, and returned to MnCCC. Return via email to [lisa@mnccc.org](mailto:lisa@mnccc.org) or via usps to MnCCC, 100 Empire Drive Suite 201, Saint Paul, MN 55103.

If you have any questions or would like additional information, please feel free to contact me.



## When A Contract Ratification is Required and Why...

**What is a Contract Ratification?** A Contract Ratification is a form that is sent to a member board to acknowledge receipt of a copy of a contract, agreement to terms, and commitment to both terms and financial obligations during the term of the contract.

**When is it required?** When a User Group Contract requires a certain minimum amount (either by number of participants or some number representing the total number of participating members – e.g. parcel count, population, or employee count) during the entire term of the contract AND the user group would be required to absorb the costs if a member were to leave the user group. The contract would be required to be ratified by each participating member for each contract terms to commit the participating member to remain with the user group and pay all designated contract amounts until which time the contract expires or is modified (through amendment or change in membership) to allow them to leave.

**How to enforce a required Contract Ratification?** We recommended User Group Rules and Regulations contain the following language or similar language when a contract ratification is required...

*Members of the XXX User Group agree to pay the dues established by the MCCC Board of Directors as provided for in Article X., Sections 2 and 4 of the MCCC Bylaws. The Maintenance and Support Contract shall be ratified by the Governing Board of each Member Agency within 90 days after signing by MCCC and the chair. Voting rights and enhancement rights will be placed on hold for agencies without a ratification statement on file after the 90 day period unless this is waived by the Chair of the XXX User Group due to extenuating circumstances. Member agencies may not submit requests for participatory enhancements without a contract ratification on file with MCCC. Member Agencies must promptly pay their assigned rates for Maintenance and Support when billed by MCCC.*

### **When is a Contract Ratification not required?**

- When participation in a contract requires a member to agree to terms outlined in a participatory work order (similar to a purchase order). The participatory work order includes terms, pricing, and references the master agreement; it also requires signatures from both an authorized representative of the member and the MnCCC Executive Director; in some cases, the user group chair is also required to sign.
- When a vendor contract allows users to add and leave a contract with no penalty to the remaining user group members and no contract minimums at risk. In these cases, both the contract and the user group rules and regulations shall contain the required notification process for leaving the user group. Member will be responsible for all fees until which time the proper notification process is met.

*Adopted by the MnCCC Board December 10, 2015.*



ACS Enterprise Solutions, LLC  
130 Division Street  
Waite Park, MN 56387  
Phone 800-800-8235  
Fax 320-255-9986

## Network Services Quote

Fillmore County  
Carrie Huffman

### Terms and Conditions:

**Payment Terms:** All orders are irrevocable. Customer agrees to remit payment to Xerox within 30 days from issuance of invoice.

**Hardware and Commercial Software Warranties:** If hardware and/or commercial software is furnished under this agreement, then Xerox shall, to the maximum extent allowable, pass through to the Customer all manufacturers' warranties for materials furnished hereunder. Xerox shall only provide the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. Xerox makes no other warranties whatsoever express or implied, with regard to the hardware and software, in whole or in part. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

**Licensing:** All software delivered in connection with this agreement will be licensed to Customer by the manufacturer, and is subject to licensing terms and conditions of use specified in one or more license agreements. Some or all of the software components delivered hereunder may qualify as "shrink-wrap" software which is delivered along with standard licensing terms. Other software components may qualify as "click-wrap" software and will require the end-user to accept standard licensing terms upon installation of the Software. For purposes of this agreement, all license agreements, including all standard licensing terms delivered with "shrink-wrap" and/or "click-wrap" software, will be referred to as the "License Agreements." The Customer hereby accepts all provisions contained in the License Agreements that relate to the software delivered hereunder, and agrees to abide by, and to perform all licensee obligations specified in the License Agreements. If Xerox performs installation services in connection with "click-wrap" software, the Customer hereby authorizes and appoints Xerox to accept all applicable licensing terms on its behalf at the time of installation.

**Limitation of Liability:** In no event shall Xerox be liable to the customer hereunder for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding ten percent (10%) of the full price of the ordered goods and services under this agreement. Under no circumstances will Xerox be liable for any incidental, consequential, indirect, punitive or special damages arising out of or in connection with this agreement however caused and based on any theory or liability. This limitation shall apply even if customer has been notified of the possibility of such damages. In no event may any action be brought against Xerox arising out of this agreement more than one year after the claim or cause of action arises, determined without regard to when the aggrieved party shall have learned of the injury or loss. Under no circumstances will ACS be responsible for the loss of data or software.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Risk of Loss & Title:** Xerox shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives or subcontractors. Xerox shall transfer title to the hardware and commercial software to the Customer upon the Customer's full payment for said hardware and commercial software in accordance with this agreement.

**Hardware & Software Maintenance:** For any hardware or software maintenance provided by a third party, the terms and conditions of that third party will apply to Customer. These specific terms and conditions are available upon request. By signing this quote, the Customer agrees to these terms and conditions.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date 7/26/16

Amount of time requested (minutes): 5

Department: Coordinator

Requested By: Kristina Kohn

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

## CONSENT AGENDA:

1. Request approval for amended Safety Committee list
2. Family and Medical Leave for Employee #1533 for up to twelve (12) weeks effective October 3, 2016 in accordance with County Policies.

## REGULAR AGENDA:

1. Report on Legislative changes to Veteran's Preference Act
2. Consider request for purchase of HR/Payroll software as recommended by the Technology Committee

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

Reviewed By:

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

Carlson, Betty L (DHS) <betty.carlson@state.mn.us>

Hi, all,

Governor Dayton signed the supplemental appropriations bill on June 1 (Session Law Chapter 189). Included in this bill was language amending Chapter 197.46, which covers the process for removing a veteran from employment in counties and other local government entities. Fortunately, not a huge number of you have had much experience with veteran demotion/dismissal hearings, and hopefully, you can just file this information away for future reference (and not have to ever use it).

The modifications to the statute are summarized below. The most significant one is that a veteran must pass his or her probationary period before he or she has rights to a hearing. As many of you know, for years, veterans hired by counties and cities had the right to appeal the intent to dismiss right after they were hired (i.e., during the probationary period). The other big change shortens the time (from 60 days to 30 days) that a veteran has to request a hearing. Another amendment allows the veteran to choose an arbitrator in lieu of a hearing panel under a merit or civil service system (e.g., Merit System Council for county human services employees we serve/cover, county sheriff's civil service commissions, etc.)

These are reasonable/sensible changes to the statute. ~~I want to extend my thanks to Kristina Kohn, the Human Resources Director in Fillmore County—and ask her to relay thanks to the others who worked with her in getting them through the Legislature.~~ Good job!

**Section 55 [Veterans Preference Act]** amends the process for removing a veteran from government employment under the Veterans Preference Act in the following ways:

- provides that a veteran's right to a writ of mandamus for removal from a position of employment applies after an initial hiring probationary period expires;
- shortens the time, from 60 days to 30 days, that a veteran who has been notified of intent has to discharge to request a hearing under this section;
- grants a veteran the right to have a challenge to a removal or discharge heard by an arbitrator, even if the veteran's employer has a civil service board or commission or merit system authority; and
- requires the employer to pay all costs associated with the hearing except that the employer is not required to pay the veteran's attorney fees unless the hearing reverses the level of the alleged incompetency or misconduct requiring discharge.



Betty Carlson | Merit System Human Resources Manager, Minnesota Merit System  
Minnesota Department of Human Services  
651-431-3025 (phone) | 651-431-7460 (fax) | [betty.carlson@state.mn.us](mailto:betty.carlson@state.mn.us)

*Healthy People, Stable Families, Strong Communities* | [mn.gov/dhs](http://mn.gov/dhs) |



**Caution: This e-mail and attached documents, if any, may contain information that is protected by state or federal law. E-mail containing private or protected information should not be sent over a public (nonsecure) Internet unless it is encrypted pursuant to DHS standards. This e-mail should be forwarded only on a strictly need-to-know basis. If you are not the intended recipient, please: (1) notify the sender immediately, (2) do not forward the message, (3) do not print the message and (4) erase the message from your system.**

## Discussion Points Re: Optimum Solutions Software Request

1. A/T spends a lot of time (man hours) reviewing and correcting time card errors.
  - a. Optimum would not allow a supervisor/DH to approve timecards that are not correct according to the policy we input
2. Employees would log in and out each day creating their time.
  - a. Increase in accountability for accurate timekeeping and attendance accountability.
3. FLSA pay requirements
  - a. With the log in/out process, employees will be paid properly.
4. Pay stubs would be emailed and available on employee access
  - a. Printing, folding, stuffing, delivering and/or mailing stubs would be gone
5. Single entry system between HR and A/T
  - a. Currently each has separate systems and many spreadsheets to manually input data multiple times
6. PTO, years of service increases done automatically
  - a. Currently paper tracking, creating, signatures, multiple entry
  - b. Email would be sent to employee, department head, Payroll, HR automatically
  - c. Could create authorization requirement for Merit employees that go through Board
7. Employee Self Service would allow employees to update information, find/print pay stubs, W-2 and more
  - a. Currently needs paperwork or request to A/T for these items and multiple entry
8. COLA, union contracts could be put into system and all employees updated
  - a. Current system is manual for all PT and union employees in multiple systems

# OSI/MCCC License and Purchase Agreement - Exhibit A

## OSI/MCCC Product and Services Selection From

All OSI products and services and payment terms listed below are subject to the terms and conditions set forth in the OSI/MCCC Licensing Agreement.

### County Information:

COUNTY NAME:	Fillmore County, MN
CONTACT:	Kristina Kohn
ADDRESS:	101 West Fillmore Street
CITY, STATE, ZIP:	Preston, MN 55965
PHONE:	(507) 765-2809

### Optimum Product/Services List:

### Amount

#### *200 Employee License*

Payroll Software ( <i>Windows</i> )	\$9,500
Payroll Annual License and Support	\$1,710
Human Resources Software ( <i>Windows</i> )	\$7,600
Human Resources Annual License and Support	\$1,368
Time & Attendance Software ( <i>Windows</i> )	\$9,500
Time & Attendance Annual License and Support	\$1,710
Employee Self Service ( <i>Windows</i> )	\$2,500
Employee Self Service Annual License and Support	\$450
OptiAlerts	\$3,750
OptiAlerts Annual License and Support	\$675
Master File Conversion	\$1,000
Balance File Conversion (Year to Date)	\$1,000
Implementation and Training via Phone/Web	\$9,000
<b>Total</b>	<b>\$49,763</b>

**Payment Terms: TBD**

**NOTE – Except as other wise required by state and federal laws and regulations, all information contained within this document and exchanged orally or written shall be considered confidential.**

**Optimum Solutions Work Order: 0005**

**County Information:**

COUNTY NAME:	Fillmore County, MN
CONTACT:	Kristina Kohn
ADDRESS:	101 West Fillmore Street
CITY, STATE, ZIP:	Preston, MN 55965
PHONE:	(507) 765-2809

**Optimum Product/Services List:**

**Amount**

*200 Employee License*

Payroll Software ( <i>Windows</i> )	\$9,500
Payroll Annual License and Support	\$1,710
Human Resources Software ( <i>Windows</i> )	\$7,600
Human Resources Annual License and Support	\$1,368
Time & Attendance Software ( <i>Windows</i> )	\$9,500
Time & Attendance Annual License and Support	\$1,710
Employee Self Service ( <i>Windows</i> )	\$2,500
Employee Self Service Annual License and Support	\$450
OptiAlerts	\$3,750
OptiAlerts Annual License and Support	\$675
Master File Conversion	\$1,000
Balance File Conversion (Year to Date)	\$1,000
Implementation and Training via Phone/Web	\$9,000

**Total** **\$49,763**

**Payment Terms: TBD**

**NOTE – Except as other wise required by state and federal laws and regulations, all information contained within this document and exchanged orally or written shall be considered confidential.**

**Fillmore County Authorized Signature**

**MCCC Authorized Signature**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Optimum Solutions Authorized Signature**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Malwarebytes**  
 3979 Freedom Circle, 12<sup>th</sup> Floor  
 Santa Clara, CA 95054  
 United States  
 www.malwarebytes.com

Quote #: Q020983  
 Date: Jul 11, 2016  
 Expires On: Aug 10, 2016

### BILL TO:

Fillmore County  
 Jeff Cooper  
 902 Houston Street STE 5  
 Preston, MN 55965  
 US  
 (507) 765-2611  
 cooper@co.fillmore.mn.us  
**VAT/Tax ID:**

### LICENSE TO: (If Applicable)

Fillmore County  
 Jeff Cooper  
 902 Houston Street STE 5  
 Preston, MN 55965  
 US  
 (507) 765-2611  
 cooper@co.fillmore.mn.us

### CONTACT DETAILS

Christina Lopez	(669) 231-7883 Ext	clopez@malwarebytes.com
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### SUBSCRIPTION DETAILS

<b>Subscription Start Date:</b>	Jul 11, 2016	<b>Auto Renew:</b>	Yes
<b>Payment Method:</b>	Check	<b>Initial Term:</b>	36 months
<b>Payment Terms:</b>	Net 30	<b>Renewal Term:</b>	36 months

### PURCHASE SUMMARY (USD)

PRODUCT NAME	QTY	UNIT PRICE	EXTENDED PRICE
Malwarebytes Endpoint Security Business License, 36 month, One license per PC	170	72.99 USD	12,408.30 USD
Discount Discount: Non-Commercial		30%	(Applied Below)
<b>Sub Total:</b>			<b>12,408.30 USD</b>
<b>Discount Total:</b>			<b>-3,722.49 USD</b>
<b>Estimated Tax/VAT:</b>			<b>0.00 USD</b>
<b>Total:</b>			<b>8,685.81 USD</b>

### Terms and Conditions:

This Subscription shall be governed by the terms of the End User License Agreement which can be found at <https://www.malwarebytes.com/eula>.  
 Subscription & Support fees begin on the Subscription Start Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term.  
 Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein.  
 All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates.