

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
NOVEMBER 17, 2015**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:03 CONSIDERATION OF AGENDA ITEMS*

3 9:05 CONSENT AGENDA*

- A. November 3, 2015 Meeting Minutes and Synopsis.
- B. October 30, 2015 Auditor's Warrants.
- C. October 30, 2015 Special Auditor's Warrants.
- D. November 5, 2015 Auditor's Warrants.
- E. November 6, 2015 Auditor's Warrants.
- F. Allow Trimin to connect remotely to support and maintain Recorder's office applications. This is our standard contract for remote connectivity for a vendor.
- G. Approve annual review and continuation of a Clinical Learning Experience Agreement between McLeod County Public Health and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead, Moorhead, Minnesota and McLeod County Public Health.
- H. Approve the Clinical Learning Experience Agreement between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Southwest Minnesota State University and McLeod County Public Health.
- I. Approve payment of \$1,256.63 to Glencoe for 2nd Quarter 2015 yard waste reimbursement.
- J. Approve expiration of funding of Glencoe city government recycling services of \$4,904.40 a year on 12/31/2015.
- K. Approve not including non-contracted recycling services under County Recycling Services Contract.
- L. Consider approval of 2016 Registered Nursing Services agreement between McLeod County Public Health Nursing Services and McLeod Treatment Programs. It was approved by MTP Board of Directors on Oct. 14, 2015. Contracted hourly rate of \$44 is unchanged from 2015 contract.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST*

5 PAYMENT OF BILLS - ADDITIONAL MISCELLANEOUS BILLS TO BE PAID BY AUDITORS WARRANTS*

6 9:10 ROAD AND BRIDGE – Highway Engineer John Brunkhorst

- A. Consider final acceptance and payment of \$4,636.58 to Midwest Contracting, LLC (Marshall, MN) for the following box culvert construction projects:*
1. SAP 43-599-37, on Walden Ave in Lynn Township
 2. SAP 43-599-38, on Zane Ave in Round Grove Township
 3. SAP 43-599-39, on Zane Ave in Lynn Township
 4. SAP 43-599-40, on Yacht Ave in Round Grove Township

These projects were completed satisfactorily and final acceptance and payment is recommended.

- B. Consider approval to hire Braun Intertec (St. Cloud, MN) for \$18,680 (lump sum) to perform soil borings for proposed reconstruction projects on CSAH 3 (between CSAH 1 and Carver Co. Line) and CSAH 15 (between CSAH 22 and TH 7) with funding coming from local funds.*

Additional quote received for this project: American Engineering Testing (AET) of St. Paul, MN for \$31,604 for similar work.

The purpose of the borings is to characterize the subsurface soil conditions. The information is used to determine the appropriate design and construction of the roadways.

- C. Consider approval to hire Wilson Development Services, LLC (Chaska, MN) to provide right of way acquisition and appraisal services for upcoming reconstruction projects on CSAH 3 (between CSAH 1 and Carver Co. Line) and CSAH 15 (between CSAH 22 and TH 7). Actual fee to be based as follows:*
1. Field Title and Direct Purchase work: \$181,600 (hourly, not to exceed)
Appraisal Services: \$152,500 (61 parcels @ \$2,500) with funding coming from local funds.

The maximum total fee would be \$334,100; historically the final costs have been lower on past projects.

- D. Consider approval to hire Reiner Contracting, Inc. (Hutchinson, MN) for a total of \$32,067 to complete the Health & Human Services Parking Lot Expansion.*

Additional quotes received for this project include: Luedtke Contracting, LLC (Hutchinson, MN) for \$34,650; Litzau Excavating, Inc. (Lester Prairie, MN) for \$40,275; WM Mueller & Sons, Inc. (Hamburg, MN) for \$42,345; R & R Excavating (Hutchinson, MN) for \$51,522; Hjerpe Contracting, Inc. (Hutchinson, MN) for \$61,470 and Duininck, Inc. (Prinsburg, MN) for \$79,200.

- E. Discussion on CSAH 15 (Morningside) corridor state bonding request.

The Senate Capital Investment Committee is touring various projects around the state and is requesting a presentation for this project on November 19.

The breakdown of the bonding request is as follows:

- State Bond funds - \$2.350 Million
- **County Funds - \$1.025 Million**
- City Funds - \$1.025 Million
- Federal RR funds- \$300 Thousand
- * TOTAL COST \$4.7 Million

- F. Consider approval for out of state travel for Highway Engineer to attend the National Association of County Engineers (NACE) annual conference April 23-27, 2016 in Tacoma, WA with approximate cost including early bird registration, hotel, and airfare of \$1,600 with funding coming from the 2016 highway budget.*

7 9:35 HUMAN RESOURCES – Director Mary Jo Wieseler

- A. Consider approval of new sections and changes to existing sections of the Personnel Policy Manual.*

Consider approval of November 10, 2015 Personnel Committee Recommendations.*

8 10:00 PLANNING & ZONING – Administrator Larry Gasow

- A. Consider approval of Conditional Use Permit 15-18 for United Farmers' Cooperative for a farm related business to construct an agricultural fertilizer plant to mix dry and liquid fertilizer for resale and delivery to local farm members and area cooperatives. The delivery of product to the site will be by rail and finished fertilizer blends will then be distributed by truck. The legal description is as follows: 26.40 acres within the NW ¼ NW ¼ N of RR of Section 31 in Sumter Township.*

Sumter Township recommended approval on October 8, 2015. The Planning Advisory Committee recommended approval on October 28, 2015.

- B. Consider approval of Conditional Use Permit 15-19 for KOCH Pipeline Company, on behalf of Minnesota Pipeline Company, LLC for an improvement to an Essential Services of an existing oil pipeline by adding a pumping station to gain volume and pressure to the line prior to entering the KOCH oil refinery site, the pumping station is to be located in Sections 1 & 2 of Helen Township.*

Helen Township on October 8, 2015 recommended approval with the request of planting trees as a buffer to the site. The Planning Advisory Committee recommended approval on October 28, 2015 with the following conditions:

1. KOCH Pipeline shall provide the Zoning Office with a copy of the landscaping plan once it is available.
2. A one year inspection shall be performed by the Zoning Administrator to ensure the site has established a buffer as proposed and evaluate the noise level.

9 10:30 SHERIFFS DEPARTMENT – Deputy Sheriff Tim Langenfeld and Sheriff Scott Rehmann

- A. Consider approval to replace current 911 system with a new 4 console Vesta 911 system from Independent Emergency Services (Hutchinson, MN) for a total of \$209,507.43 which includes 5 years of support services with funding coming from E911 fund.*

The current Rescue Star 911 system was purchased in the early 2000's and has reached the end of its "life." System has been malfunctioning and replacement parts are no longer readily available. Work would not be started until the first quarter of 2016. This project was previously discussed with the County budget committee. This new system will also allow an easier transition to the NextGen 911 as it is implemented throughout the State.

- B. Consider approval of the Life Savers Grant Program 2016 grant agreement on in the amount of \$2,000.*

This new grant was awarded to McLeod County to cover expenses for the purchase of tracking equipment for Project Lifesaver. The primary mission of Project Lifesaver is to provide timely response to save lives and reduce potential injury for adults and children who wander due to Alzheimer's, Autism, and other related conditions or disorders.

10 10:35 PUBLIC HEALTH – Director Jennifer Hauser

- A. Consider approval that effective January 1, 2016, all employees of Supporting Hands Nurse-Family Partnership that have been paid through the McLeod County payroll system shall be transferred to the Supporting Hands Nurse-Family Partnership payroll system.*

The McLeod County Board further acknowledges that all accumulated vacation and sick leave as of December 31, 2015 shall likewise be transferred with these employees and those sufficient funds to cover the maximum potential payout of that accumulated vacation and sick leave shall remain the sole financial responsibility of Supporting Hands Nurse-Family Partnership. Supporting Hands Nurse-Family Partnership shall continue to establish salary and benefits for these employees.

This is necessary to legally acknowledge the transfer of employment for Supporting Hands Nurse-Family Partnership for employees currently employed through McLeod County who as of Jan. 1, 2016 will be employed by the Joint-Powers entity Supporting Hands Nurse-Family Partnership. The acknowledgement of transfer of employment assures protection to employees related to sick and vacation time already accrued and the assurance they are not being terminated via this change in employer.

11 10:40 MID-MINNESOTA DEVELOPMENT COMMISSION – Community Development Director Matt Johnson

- A. Update on the McLeod County Trails Plan.

12 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
 - Commissioner reports of committee meetings attended since November 3, 2015.
- A. Consider approval of agreement for Medical Examiner Services with Anoka County.*
 - B. Consider approval of scaled back jail courthouse plan with an estimated cost of \$7.9M, with 4M coming from Annamarie Tudhope estate.*
 - C. Consider adoption of Resolution 15-CB-28 authorizing McLeod County enter into a memorandum of agreement to create and adopt a "One Watershed-One Plan" for the North Fork of the Crow River.*
 - D. Consider adoption of Resolution 15-CB-29 discontinuing fiscal agent services including; accounts payable and receivable, payroll and benefits, and financial statement for Supporting Hands Nurse-Family Partnership effective January 1, 2016.*
 - E. Appoint Susan DeMars to the Public Health Advisory Committee.*
 - F. Consider approval for fee schedule Public Hearing on 12/15 at 9:30 a.m.*

13 CLOSED MEETING

- A. Discuss employees request for leave.*

OTHER

Open Forum
Press Relations

RECESS

Next board meeting December 1, 2015 at 4:30 p.m. in the County Boardroom.

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING MINUTES – November 3, 2015**

CALL TO ORDER

The regular meeting of the McLeod County Board of Commissioners was called to order at 9:00 a.m. by Chair Paul Wright in the County Board Room. Commissioners Shimanski, Nagel, Krueger and Nies were present. County Administrator Pat Melvin, Administrative Assistant Donna Rickeman, County Auditor-Treasurer Cindy Schultz and County Attorney Michael Junge were also present.

PLEDGE OF ALLEGIANCE

At the request of the Board Chair, all present recited the Pledge of Allegiance.

CONSIDERATION OF AGENDA ITEMS

Nies/Krueger carried unanimously to approve the agenda.

CONSENT AGENDA

- A) October 20, 2015 Meeting Minutes and Synopsis.
- B) October 16, 2015 Auditor's Warrants.
- C) October 23, 2015 Auditor's Warrants.
- D) October 26, 2015 Auditor's Warrants.
- E) Approve grant agreement to arrange for distribution of 2015 - MPCA Feedlot Performance #2 credit funds in the amount of \$3,386.
- F) Approve the Radiological Emergency Preparedness 2016-17 grant agreement in the amount of \$12,000.
- G) Approve Pat Melvin's performance evaluation summary.

Nagel/Shimanski motion carried unanimously to approve the consent agenda.

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

General Revenue	\$69,085.00
Road & Bridge	\$160,145.73
Solid Waste	\$76,251.63
Human Service Fund	\$350.00
Supporting Hands NFP Fund	\$1,811.55

Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$307,643.91 from the aforementioned funds.

PIONEERLAND LIBRARY – Head Librarians Jackee Fountain and Pam Dille

- A) Jackee Fountain, head librarian for Glencoe and Brownton, and Pam Dille, head librarian for Hutchinson and Winsted appeared before the board to give an update on McLeod County libraries.

Brownton Library includes: 145 cardholders, open 20 hours a week, 4 public computers, 60 children's programs, 12 young adult programs and 13 adult programs.

Glencoe Library includes: 2,514 cardholders, open 48 hours a week, 15 public computers, 200 children's programs, 9 young adult programs and 38 adult programs.

Hutchinson Library includes: 5,451 cardholders, open 58 hours a week, 15 public computers, 95 children's programs, 27 young adult programs and 36 adult programs.

Winsted Library includes: 1,354 cardholders, open 21 hours a week, 2 public computers, 50 children's programs and 2 adult programs.

BUILDING SERVICES – Building Maintenance Supervisor Scott Grivna

- A) Scott Grivna requested approval to award snow removal services for all McLeod County parking lots in Glencoe from for a two year period beginning October, 2015 through May, 2017 to Neubarth Lawn Care & Landscaping (Glencoe, MN) for \$915 per snow event.

Neubarth Lawn Care & Landscaping will be including sidewalks prior to employees reporting to work which is a change in service from previous years.

Additional quotes received: Minnesota Gutter (Glencoe, MN) for \$1,740 per snow event and Hometown Landscape & Design (Glencoe, MN) for \$910 per snow event.

Krueger/Nies motion carried unanimously to award snow removal services for all McLeod County parking lots in Glencoe from for a two year period beginning October, 2015 through May, 2017 to Neubarth Lawn Care & Landscaping (Glencoe, MN) for \$915 per snow event.

PARKS/FAIRGROUNDS – Director Al Koglin

- A) Al Koglin requested approval to purchase a used floor scrubber from Hillyard (Hutchinson, MN) for a cost of \$13,800 plus tax with funding coming from the 2015 fairgrounds budget.

This scrubber was used at St Thomas college on a multi-purpose floor similar to the one installed in the Commercial Building.

Nagel/Krueger motion carried unanimously to purchase a used floor scrubber from Hillyard (Hutchinson, MN) for a cost of \$13,800 plus tax with funding coming from the 2015 fairgrounds budget.

- B) Al Koglin requested approval to purchase a 2015 Ferris 72" zero turn around mower from L & P Supply Co. (Hutchinson, MN) for a cost of \$5,450 plus tax with funding coming from the 2015 parks budget.

Additional quote received: Midwest Machinery (Glencoe, MN) for \$7,695.

Krueger/Nagel motion carried unanimously to purchase a 2015 Ferris 72" zero turn around mower from L & P Supply Co. (Hutchinson, MN) for a cost of \$5,450 plus tax with funding coming from the 2015 parks budget.

- C) Al Koglin requested approval to install Wi-Fi service throughout the fairgrounds including parking lots from NU-telecom for a one-time cost of \$2,400 with an additional \$198 monthly fee.

Universal access to wireless internet will be of benefit to the McLeod County Fair in many different ways; many of which pertain to the various large shows and events that are held in the facilities throughout the year.

Nies/Nagel motion carried unanimously to install Wi-Fi service throughout the fairgrounds including parking lots from NU-telecom for a one-time cost of \$2,400 with an additional \$198 monthly fee pending County Attorney approval of contract.

COUNTY ADMINISTRATION

- A) Pat Melvin requested approval to hire part-time (up to 28 hours per week) Technical Specialist I (grade 11) in Auditor-Treasurer/License Center due to resignation.

Nies/Nagel motion carried unanimously to hire part-time (up to 28 hours per week) Technical Specialist I (grade 11) in Auditor-Treasurer/License Center due to resignation.

OPEN FORUM

- A) Representatives from West Central Industries (WCI) including, Sheila Ward, Ray Skolberg and Renne Nolting approached the board to discuss the future of the thrift store in Hutchinson.

WCI was founded in 1962 in Willmar MN. Its development was an outgrowth of the movement of persons with disabilities from state hospitals to community settings. Once in these settings, it was natural to find employment for these persons. In 1994 WCI was contacted to open a facility in Hutchinson. Majority of the work done in Hutchinson was production and assembly work from 3M; however as time went on work gradually decreased and the emphasis for client employment shifted to community jobs. Various community partners were identified with the two most supportive being McLeod County Solid Waste Management and Wal-Mart.

In 2008 WCI's in-house production and assembly work decreased to near zero; so it was decided to convert the production area to a thrift store which opened in April of 2009. Currently WCI in Hutchinson serves 63 clients, of the 63 there are 23 that work just in the thrift store.

It is with deep regret that WCI made the decision to close the thrift store in Hutchinson at the end of 2015 due to the following: new minimum wage, affordable care act, loss of submission wage, pending new exempt rules and transportation issues. It is WCI's hope to have all 23 clients placed on crews or in individual community placement.

Nagel/Shimanski motion carried unanimously to recess at 10:40 a.m. until 9:00 a.m. November 17, 2015 in the County Boardroom.

ATTEST:

Paul Wright, Board Chair

Patrick Melvin, County Administrator

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – November 3, 2015

1. Commissioners Wright, Shimanski, Nies, Krueger and Nagel were present.
2. Nies/Krueger motion carried unanimously to approve the agenda.
3. Nagel/Shimanski motion carried unanimously to approve the consent agenda including October 20, 2015 Meeting Minutes and Synopsis; October 16, 2015 Auditor's Warrants; October 23, 2015 Auditor's Warrants; October 26, 2015 Auditor's Warrants; Approve grant agreement to arrange for distribution of 2015 - MPCA Feedlot Performance #2 credit funds in the amount of \$3,386; Approve the Radiological Emergency Preparedness 2016-17 grant agreement in the amount of \$12,000; Approve Pat Melvin's performance evaluation summary.
4. Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$307,643.91 from the aforementioned funds.
5. Krueger/Nies motion carried unanimously to award snow removal services for all McLeod County parking lots in Glencoe from for a two year period beginning October, 2015 through May, 2017 to Neubarth Lawn Care & Landscaping (Glencoe, MN) for \$915 per snow event.
6. Nagel/Krueger motion carried unanimously to purchase a used floor scrubber from Hillyard (Hutchinson, MN) for a cost of \$13,800 plus tax with funding coming from the 2015 fairgrounds budget.
7. Krueger/Nagel motion carried unanimously to purchase a 2015 Ferris 72" zero turn around mower from L & P Supply Co. (Hutchinson, MN) for a cost of \$5,450 plus tax with funding coming from the 2015 parks budget.
8. Nies/Nagel motion carried unanimously to install Wi-Fi service throughout the fairgrounds including parking lots from NU-telecom for a one-time cost of \$2,400 with an additional \$198 monthly fee pending County Attorney approval of contract.
9. Nies/Nagel motion carried unanimously to hire part-time (up to 28 hours per week) Technical Specialist I (grade 11) in Auditor-Treasurer/License Center due to resignation.

Complete minutes are on file in the County Administrator's Office. The meeting recessed at 10:40 a.m. until November 17, 2015.

Attest:

Paul Wright, Board Chair

Patrick Melvin, County Administrator

***** McLeod County IFS *****



POOL
10/30/15 3:04PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

***** McLeod County IFS *****



POOL
10/30/15 3:04PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 GENERAL REVENUE FUND

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
0	DEPT			...		
74	2811 CNA GROUP LONG TERM CARE 01-000-000-0000-2048		564.63	LONG TERM CARE GENERAL FUND 11/01/2015 11/30/2015	1607410	Long Term Care Payable
	2811 CNA GROUP LONG TERM CARE		564.63		1 Transactions	
13	3028 MINNESOTA CHILD SUPPORT PAYMENT 01-000-000-0000-2056		314.25	CHILD SUPPORT 10/04/2015 10/17/2015	001124208702	Child Support Garnishment Payable
15	01-000-000-0000-2056		114.90	CHILD SUPPORT 10/04/2015 10/04/2015	001436294701	Child Support Garnishment Payable
12	01-000-000-0000-2056		255.19	CHILD SUPPORT 10/04/2015 10/17/2015	001447664801	Child Support Garnishment Payable
14	01-000-000-0000-2056		130.13	CHILD SUPPORT 10/04/2015 10/04/2015	001499730601	Child Support Garnishment Payable
16	01-000-000-0000-2056		299.49	CHILD SUPPORT 10/04/2015 10/04/2015	001527027301	Child Support Garnishment Payable
17	01-000-000-0000-2056		327.64	CHILD SUPPORT 10/04/2015 10/04/2015	001530953002	Child Support Garnishment Payable
	3028 MINNESOTA CHILD SUPPORT PAYMENT		1,441.60		6 Transactions	
0	DEPT Total:		2,006.23	...	2 Vendors	7 Transactions
3	DEPT			COUNTY WIDE		
25	5281 TASC 01-003-000-0000-6350		430.00	HSA PLAN ADMINISTRATION 12/01/2015 12/31/2015	IN638417	Other Services & Charges
26	01-003-000-0000-6350		369.80	FSA ADMINISTRATION 12/01/2015 12/31/2015	IN638417	Other Services & Charges
27	01-003-000-0000-6350		86.00	FSA CLAIM CARD FEES 12/01/2015 12/31/2015	IN638417	Other Services & Charges
	5281 TASC		885.80		3 Transactions	
3	DEPT Total:		885.80	COUNTY WIDE	1 Vendors	3 Transactions
13	DEPT			COURT ADMINISTRATOR'S		
83	844 CORE PROFESSIONAL SERVICES PA 01-013-000-0000-6262		800.00	PSYCHOSEXUAL EVALUATION-BH	4822	Evaluations

***** McLeod County IFS *****



POOL
10/30/15 3:04PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 GENERAL REVENUE FUND

Vendor No.	Vendor Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
844	CORE PROFESSIONAL SERVICES PA				800.00						
2975	MAYER LAW OFFICE LLC										
84		01-013-000-0000-6272			2,302.50	COURT APPOINT-LS/SL/JH		JV-15-150		Court Appt Atty-Dep/Neg/Ter	
2975	MAYER LAW OFFICE LLC				2,302.50				1 Transactions		
13	DEPT Total:				3,102.50	COURT ADMINISTRATOR'S			2 Vendors		2 Transactions
31	DEPT					COUNTY ADMINISTRATOR'S					
1886	BMO										
145		01-031-000-0000-6245			940.00	WESTERN DETENTION PRODUCTS		1650		Dues And Registration Fees	
146		01-031-000-0000-6336			18.93	TRAVEL GUARD GROUP		1650		Meals, Lodging, Parking & Miscellaneous	
147		01-031-000-0000-6336			344.20	SUN COUNTRY		1650		Meals, Lodging, Parking & Miscellaneous	
1886	BMO				1,303.13				3 Transactions		
31	DEPT Total:				1,303.13	COUNTY ADMINISTRATOR'S			1 Vendors		3 Transactions
41	DEPT					COUNTY AUDITOR-TREASURER'S					
9820	MINNESOTA COUNTIES COMPUTER COO										
58		01-041-000-0000-6245			200.00	REG FEE C KURTZWEG		2Y1509037		Dues And Registration Fees	
9820	MINNESOTA COUNTIES COMPUTER COO				200.00				1 Transactions		
963	MINNESOTA STATE AUDITOR										
59		01-041-000-0000-6269			16,624.32	AUDIT ENDING 12/31/2015		66262		Contracts	
						07/29/2015 08/25/2015					
963	MINNESOTA STATE AUDITOR				16,624.32				1 Transactions		
41	DEPT Total:				16,824.32	COUNTY AUDITOR-TREASURER'S			2 Vendors		2 Transactions
65	DEPT					INFORMATION SYSTEMS					
1886	BMO										
142		01-065-000-0000-6404			43.57	WWW.NEWEGG.COM		1650		Computer Supplies	
148		01-065-000-0000-6404			88.54	WW GRAINGER		1650		Computer Supplies	
1886	BMO				132.11				2 Transactions		
65	DEPT Total:				132.11	INFORMATION SYSTEMS			1 Vendors		2 Transactions

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
75	DEPT 1083 WEX BANK			CENTRAL SERVICES-CHARGE BACKS		
28	01-075-000-0000-6338 1083 WEX BANK		1,176.84 1,176.84	FUEL-SEPTMEBER MOTOR POOL 1 Transactions	42507312	Motor Pool Expenses
75	DEPT Total:		1,176.84	CENTRAL SERVICES-CHARGE BACKS	1 Vendors	1 Transactions
76	DEPT 1886 BMO			CENTRAL SERVICES-COUNTY WIDE		
109	01-076-000-0000-6205 1886 BMO		141.40 141.40	USPS 1 Transactions	9909	Postage And Postal Box Rental
76	DEPT Total:		141.40	CENTRAL SERVICES-COUNTY WIDE	1 Vendors	1 Transactions
85	DEPT 3014 SEACHANGE PRINTING & MARKETING SF			ELECTIONS		
62	01-085-000-0000-6403		3,237.00	OFFICAL BALLOTS 12450	12675	Printed Paper Supplies
63	01-085-000-0000-6403		117.00	ABSENTEE BALLOTS 450	12675	Printed Paper Supplies
64	01-085-000-0000-6403		13.00	TEST BALLOTS 50	12675	Printed Paper Supplies
65	01-085-000-0000-6403		13.00	CODING BALLOTS 50	12675	Printed Paper Supplies
66	01-085-000-0000-6403		1.04	SAMPLE BALLOTS 4	12675	Printed Paper Supplies
67	01-085-000-0000-6403		110.00	BALLOT STYLE 2	12675	Printed Paper Supplies
68	01-085-000-0000-6403		10.00	EXTRACTED UOCAVA FILES	12675	Printed Paper Supplies
69	01-085-000-0000-6403		175.00	PUBLICATION BALLOT	12675	Printed Paper Supplies
70	01-085-000-0000-6403		113.29	FREIGHT	12675	Printed Paper Supplies
	3014 SEACHANGE PRINTING & MARKETING SF		3,789.33	9 Transactions		
85	DEPT Total:		3,789.33	ELECTIONS	1 Vendors	9 Transactions
91	DEPT 1886 BMO			COUNTY ATTORNEY'S		
140	01-091-000-0000-6336 1886 BMO		145.36 145.36	GRAND VIEW LODGE 1 Transactions	1643	Meals, Lodging, Parking & Miscellaneous
91	DEPT Total:		145.36	COUNTY ATTORNEY'S	1 Vendors	1 Transactions
103	DEPT 1886 BMO			COUNTY ASSESSOR'S		

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
1 GENERAL REVENUE FUND

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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
106	01-103-000-0000-6245		MAAO	9891	Dues And Registration Fees
108	01-103-000-0000-6245		MAAO	9891	Dues And Registration Fees
107	01-103-000-0000-6450		BEEN VERIFIED	9891	Subscriptions
1886	BMO	322.86		3 Transactions	
103	DEPT Total:	322.86	COUNTY ASSESSOR'S	1 Vendors	3 Transactions
111	DEPT		COURTHOUSE BUILDING		
1886	BMO				
144	01-111-000-0000-6425	135.68	MENARDS	1650	Repair And Maintenance Supplies
149	01-111-000-0000-6425	76.99	WW GRAINGER	1650	Repair And Maintenance Supplies
150	01-111-000-0000-6425	85.85	MEANARDS	1650	Repair And Maintenance Supplies
1886	BMO	298.52		3 Transactions	
111	DEPT Total:	298.52	COURTHOUSE BUILDING	1 Vendors	3 Transactions
116	DEPT		HEALTH AND HUMAN SERVICES BUILDII		
1886	BMO				
141	01-116-000-0000-6425	77.03	RACK SOLUTIONS	1650	Repair And Maintenance Supplies
143	01-116-000-0000-6425	33.99	WW GRAINGER	1650	Repair And Maintenance Supplies
1886	BMO	111.02		2 Transactions	
116	DEPT Total:	111.02	HEALTH AND HUMAN SERVICES BUILI	1 Vendors	2 Transactions
143	DEPT		LICENSE BUREAU		
3017	KRIPPNER/BEAU				
4	01-143-000-0000-6810	100.00	REFUND FOR 95 FREIGHTLINER		Refunds And Reimbursements
3017	KRIPPNER/BEAU	100.00		1 Transactions	
143	DEPT Total:	100.00	LICENSE BUREAU	1 Vendors	1 Transactions
201	DEPT		COUNTY SHERIFF'S OFFICE		
1886	BMO				
139	01-201-201-0000-6336	9.65	CULVERS	1577	Meals, Lodging, Parking & Miscellaneous
137	01-201-000-0000-6402	18.95	AMAZON	1585	Office Supplies
138	01-201-000-0000-6402	53.95	AMAZON	1585	Office Supplies
134	01-201-201-0000-6336	177.42	CROSSING BY GRANDSTAY	1585	Meals, Lodging, Parking & Miscellaneous
135	01-201-201-0000-6336	177.42	CROSSING BY GRANDSTAY	1585	Meals, Lodging, Parking & Miscellaneous

***** McLeod County IFS *****



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1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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 #	
136 01-201-201-0000-6336		177.42	CROSSING BY GRANDSTAY 1585	Meals, Lodging, Parking & Miscellaneous
132 01-201-000-0000-6456		214.32	BROWNELLS 1593	Shooting Supplies For Firearms Program
1886 BMO		829.13	7 Transactions	
91 FRANKLIN PRINTING INC				
3 01-201-000-0000-6403		500.00	IVORY LINEN 151060	Printed Paper Supplies
91 FRANKLIN PRINTING INC		500.00	1 Transactions	
201 DEPT Total:		1,329.13	COUNTY SHERIFF'S OFFICE 2 Vendors	8 Transactions
251 DEPT			COUNTY JAIL	
1886 BMO				
90 01-251-000-0000-6360		342.72	AMERICINN LODGE & SUITES 1528	Training
91 01-251-000-0000-6360		342.72	AMERICINN LODGE & SUITES 1528	Training
99 01-251-000-0000-6360		11.57	MIKES CAFE 1536	Training
100 01-251-000-0000-6360		5.47	MIKES CAFE 1536	Training
101 01-251-000-0000-6360		12.00	APPLEBEES 1536	Training
102 01-251-000-0000-6360		12.00	APPLEBEES 1536	Training
103 01-251-000-0000-6360		11.47	PERKINS 1536	Training
104 01-251-000-0000-6360		12.00	PERKINS 1536	Training
105 01-251-000-0000-6360		6.09	MCDONALDS 1536	Training
97 01-251-000-0000-6360		10.48	APPLEBEES 1536	Training
98 01-251-000-0000-6360		11.58	APPLEBEES 1536	Training
1886 BMO		778.10	11 Transactions	
5275 CARD SERVICES				
2 01-251-000-0000-6415		18.46	DRANO/WINDOW CLEANER 1359	Cleaning Supplies
5275 CARD SERVICES		18.46	1 Transactions	
251 DEPT Total:		796.56	COUNTY JAIL 2 Vendors	12 Transactions
485 DEPT			COUNTY PUBLIC HEALTH NURSING	
1886 BMO				
120 01-485-000-0000-6245		135.00	EVENTBRIGHT 9556	Dues And Registration Fees
126 01-485-000-0000-6245		85.00	NURSE BOARD 9556	Dues And Registration Fees
122 01-485-000-0000-6364		28.76	SAMS CLUB 9556	County Employee Wellness Committee
127 01-485-000-0000-6364		115.20	BONGARDS 9556	County Employee Wellness Committee
123 01-485-000-0000-6402		20.30	ACCO BRANDS 9556	Office Supplies

***** McLeod County IFS *****

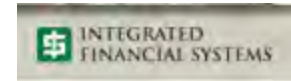


POOL
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1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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 #	
124 01-485-000-0000-6402		76.84	MENARDS	9556 Office Supplies
125 01-485-000-0000-6402		61.46	MENARDS	9556 Office Supplies
128 01-485-000-0000-6403		254.25	BROOKES PUBLISHING	9556 Printed Paper Supplies
121 01-485-472-0000-6245		175.00	EVENTBRIGHT	9556 Dues And Registration Fees
131 01-485-000-0000-6336		305.62	CRAGUNS	9564 Meals, Lodging, Parking & Miscellaneous
1886 BMO		1,257.43		10 Transactions
485 DEPT Total:		1,257.43	COUNTY PUBLIC HEALTH NURSING	1 Vendors 10 Transactions
609 DEPT			ENVIRONMENTAL SERVICES	
3019 MN DIVISION OF HOMELAND SECURITY ,				
23 01-609-000-0000-6810		8,921.76	UNUSED FEMA MONEY	085-99085-03 Refunds And Reimbursements
3019 MN DIVISION OF HOMELAND SECURITY ,		8,921.76		1 Transactions
609 DEPT Total:		8,921.76	ENVIRONMENTAL SERVICES	1 Vendors 1 Transactions
1 Fund Total:		42,644.30	GENERAL REVENUE FUND	71 Transactions

***** McLeod County IFS *****



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3 ROAD & BRIDGE FUND

Audit List for Board AUDITOR'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
0	DEPT			...		
2811	CNA GROUP LONG TERM CARE					
75	03-000-000-0000-2048		131.01	LONG TERM CARE HIGHWAY FUND 11/01/2015 11/30/2015	1607410	Long Term Care Payable
2811	CNA GROUP LONG TERM CARE		131.01	1 Transactions		
0	DEPT Total:		131.01	...	1 Vendors	1 Transactions
105	DEPT			COUNTY SURVEYING & GIS		
1886	BMO					
157	03-105-000-0000-6336		423.60	THE INN ON LAKE SUPERIOR	9937	Meals, Lodging, Parking & Miscellaneous
158	03-105-000-0000-6336		423.60	THE INN ON LAKE SUPERIOR	9937	Meals, Lodging, Parking & Miscellaneous
1886	BMO		847.20	2 Transactions		
105	DEPT Total:		847.20	COUNTY SURVEYING & GIS	1 Vendors	2 Transactions
320	DEPT			HIGHWAY CONSTRUCTION		
1107	MIDWEST CONTRACTING LLC					
9	03-320-000-0000-6644		7,566.91	SAP 043-599-042 JOB 9937		Town Bridge
11	03-320-000-0000-6644		4,917.00	SAP 043-599-042 JOB 9941		Town Bridge
7	03-320-000-0000-6646		4,517.85	SAP 043-598-014 JOB 0582		Bridge Bonding
6	03-320-000-0000-6647		2,306.20	SAP 043-598-014 JOB 0582		Joint Road Projects
8	03-320-000-0000-6647		602.35	SAP 043-599-042 JOB 9937		Joint Road Projects
10	03-320-000-0000-6647		2,760.92	SAP 043-599-041 JOB 9941		Joint Road Projects
1107	MIDWEST CONTRACTING LLC		22,671.23	6 Transactions		
320	DEPT Total:		22,671.23	HIGHWAY CONSTRUCTION	1 Vendors	6 Transactions
330	DEPT			HIGHWAY ADMINISTRATION		
1886	BMO					
161	03-330-000-0000-6245		110.00	TRANSPORTATION ALLIANCE	9929	Dues And Registration Fees
159	03-330-000-0000-6205		6.25	USPS	9937	Postage And Postal Box Rental
160	03-330-000-0000-6205		1.42	USPS	9937	Postage And Postal Box Rental
1886	BMO		117.67	3 Transactions		
963	MINNESOTA STATE AUDITOR					
60	03-330-000-0000-6265		3,272.00	AUDIT ENDING 12/31/2014 07/29/2015 08/25/2015	66264	Professional Services

***** McLeod County IFS *****



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3 ROAD & BRIDGE FUND

Audit List for Board AUDITOR'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
963	MINNESOTA STATE AUDITOR		3,272.00	1 Transactions		
330	DEPT Total:		3,389.67	HIGHWAY ADMINISTRATION	2 Vendors	4 Transactions
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
162	1886 BMO					
	03-340-000-0000-6590		445.00	TWIN CITY HARDWARE	9945	Tools & Shop Materials
	1886 BMO		445.00	1 Transactions		
340	DEPT Total:		445.00	HIGHWAY EQUIPMENT MAINTENANCE	1 Vendors	1 Transactions
3	Fund Total:		27,484.11	ROAD & BRIDGE FUND		14 Transactions



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5 SOLID WASTE FUND

Audit List for Board AUDITOR'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 #	
391 DEPT		SOLID WASTE TIP FEE		
1886 BMO				
168 05-391-000-0000-6245		240.00 RAM/SWANA	1550	Dues And Registration Fees
163 05-391-000-0000-6410		67.80 BIZCHAIRS	1550	Building And Safety Supplies
166 05-391-000-0000-6410		78.20 BIZCHAIRS	1550	Building And Safety Supplies
164 05-391-000-0000-6612		88.95 BIZCHAIRS	1550	Capital - \$100-\$5,000 (Inventory)
165 05-391-000-0000-6612		19.54 BIZCHAIRS	1550	Capital - \$100-\$5,000 (Inventory)
1886 BMO		494.49		
			5 Transactions	
391 DEPT Total:		494.49	1 Vendors	5 Transactions
393 DEPT		MATERIALS RECOVERY FACILITY		
664 LENTSCH TRUCKING				
86 05-393-000-0000-6269		5,135.00 RECYCLED MATL SHIPPING		Contracts
664 LENTSCH TRUCKING		5,135.00	1 Transactions	
4370 MCLEOD COUNTY ALUMINUM REDEMPT				
5 05-393-000-0000-6411		2,034.74 REPLINISH CHECKS 33716-33789		Aluminum Recovery
			10/05/2015 10/21/2015	
4370 MCLEOD COUNTY ALUMINUM REDEMPT		2,034.74	1 Transactions	
3028 MINNESOTA CHILD SUPPORT PAYMENT				
18 05-393-000-0000-2056		304.56 CHILD SUPPORT	001459280201	Child Support Garnishment Payable
			10/04/2015 10/04/2015	
3028 MINNESOTA CHILD SUPPORT PAYMENT		304.56	1 Transactions	
393 DEPT Total:		7,474.30	3 Vendors	3 Transactions
397 DEPT		HOUSEHOLD HAZARDOUS WASTE		
1886 BMO				
167 05-397-000-0000-6410		61.47 TERRYS AUTO SUPPLY INC	1550	Building And Safety Supplies
1886 BMO		61.47	1 Transactions	
664 LENTSCH TRUCKING				
85 05-397-000-0000-6269		640.00 RECYCLABLES PICKED UP		Contracts
664 LENTSCH TRUCKING		640.00	1 Transactions	

***** McLeod County IFS *****



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5 SOLID WASTE FUND

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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
397	DEPT Total:		701.47	HOUSEHOLD HAZARDOUS WASTE	2 Vendors 2 Transactions
5	Fund Total:		8,670.26	SOLID WASTE FUND	10 Transactions

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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'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
420	DEPT			INCOME MAINTENANCE		
	1886 BMO					
169	11-420-600-0007-6336		117.04	ARROWWOOD RESORT	9531	Meals Lodging & Parking-Financial Workr:
170	11-420-600-0007-6336		117.04	ARROWWOOD RESORT	9531	Meals Lodging & Parking-Financial Workr:
171	11-420-600-0007-6336		117.04	ARROWWOOD RESORT	9531	Meals Lodging & Parking-Financial Workr:
172	11-420-600-0007-6336		117.04	ARROWWOOD RESORT	9531	Meals Lodging & Parking-Financial Workr:
	1886 BMO		468.16	4 Transactions		
	2811 CNA GROUP LONG TERM CARE					
76	11-420-000-0000-2048		210.41	LONG TERM CARE WELFARE FUND 11/01/2015 11/30/2015	1607410	Long Term Care Payable
	2811 CNA GROUP LONG TERM CARE		210.41	1 Transactions		
420	DEPT Total:		678.57	INCOME MAINTENANCE	2 Vendors	5 Transactions
430	DEPT			INDIVIDUAL AND FAMILY SOCIAL SERVI		
	1886 BMO					
183	11-430-709-0000-6245		600.00	KEMPE FOUNDATION	0930	Registration Expense - Childrens Unit
182	11-430-710-1450-6027		375.45	TOYS R US	0930	Social & Recreational
180	11-430-710-1670-6057		500.00	WALMART	0930	Parent Support Outreach Program
178	11-430-710-1980-6062		8.97	CUB FOODS	0930	Foster Care Licensing & Resource Develop
179	11-430-710-1980-6062		114.25	SUBWAY	0930	Foster Care Licensing & Resource Develop
181	11-430-710-1980-6062		28.13	WALMART	0930	Foster Care Licensing & Resource Develop
176	11-430-740-4300-6086		50.00	SUPERAMERICA	0940	Family Community Support Services
174	11-430-741-4030-6071		29.73	MOOSE MOUNTAIN	0940	Client Outreach - CSP
175	11-430-741-4030-6071		13.93	WALMART	0940	Client Outreach - CSP
177	11-430-750-5350-6083		134.95	PETERSON SHOE STORE	0940	Family Support Program - D.D.
173	11-430-700-0010-6402		376.68	AMAZON	9531	Office Supplies
	1886 BMO		2,232.09	11 Transactions		
	2811 CNA GROUP LONG TERM CARE					
77	11-430-000-0000-2048		103.02	LONG TERM CARE IN MAINT FUND 11/01/2015 11/30/2015	1607410	Long Term Care Payable
	2811 CNA GROUP LONG TERM CARE		103.02	1 Transactions		
	3028 MINNESOTA CHILD SUPPORT PAYMENT					
19	11-430-000-0000-2056		276.88	CHILD SUPPORT 10/04/2015 10/04/2015	001486828601	Child Support Garnishment Payable

***** McLeod County IFS *****



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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name
3028	MINNESOTA CHILD SUPPORT PAYMENT		276.88		1 Transactions	
430	DEPT Total:		2,611.99	INDIVIDUAL AND FAMILY SOCIAL SER	3 Vendors	13 Transactions
11	Fund Total:		3,290.56	HUMAN SERVICE FUND		18 Transactions

***** McLeod County IFS *****



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20 COUNTY DITCH FUND

Audit List for Board AUDITOR'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
623 DEPT		COUNTY DITCH #10		
972 STRUCTURAL SPECIALTIES INC				
81 20-623-000-0000-6302		CD 10 REPAIR BRIDGE OVER DITCH	1656	Construction And Repairs
972 STRUCTURAL SPECIALTIES INC		1 Transactions		
623 DEPT Total:		COUNTY DITCH #10	1 Vendors	1 Transactions
633 DEPT		COUNTY DITCH #20		
9825 SHORT ELLIOTT HENDRICKSON INC				
71 20-633-000-0000-6302		ENGINEERING WORK CD #20	303712	Construction And Repairs
72 20-633-000-0000-6302		ENGINEERING WORK CD #20	305112	Construction And Repairs
9825 SHORT ELLIOTT HENDRICKSON INC		2 Transactions		
633 DEPT Total:		COUNTY DITCH #20	1 Vendors	2 Transactions
649 DEPT		COUNTY DITCH #40		
2042 HJERPE CONTRACTING INC				
87 20-649-000-0000-6302		CD 40 DITCH REPAIR	5531	Construction And Repairs
2042 HJERPE CONTRACTING INC		1 Transactions		
649 DEPT Total:		COUNTY DITCH #40	1 Vendors	1 Transactions
20 Fund Total:		COUNTY DITCH FUND		4 Transactions

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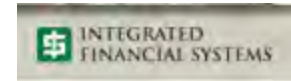


POOL
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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'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 #	
224 DEPT				NEW CANINE ACCOUNT
1886 BMO				
133 25-224-000-0000-6612		459.83	MENARDS	1593 CAPITAL - \$100-\$5,000 (INVENTORY)
1886 BMO		459.83		1 Transactions
3016 PERFORMANCE KENNELS INC				
24 25-224-000-0000-6610		4,100.00	K9 DOG (50% DEPOSIT)	2729 CAPITAL - OVER \$5,000 (FIXED ASSETS)
3016 PERFORMANCE KENNELS INC		4,100.00		1 Transactions
224 DEPT Total:		4,559.83	NEW CANINE ACCOUNT	2 Vendors 2 Transactions
252 DEPT				JAIL CANTEEN ACCOUNT
1886 BMO				
89 25-252-000-0000-6460		36.96	AMAZON	1528 Jail Supplies
92 25-252-000-0000-6460		14.49	AMAZON	1528 Jail Supplies
93 25-252-000-0000-6460		10.08	AMAZON	1528 Jail Supplies
94 25-252-000-0000-6460		116.23	AMAZON	1528 Jail Supplies
95 25-252-000-0000-6460		10.94	AMAZON	1528 Jail Supplies
96 25-252-000-0000-6460		49.94	MAGAZINES.COM	1528 Jail Supplies
1886 BMO		238.64		6 Transactions
3510 BOB BARKER COMPANY INC				
1 25-252-000-0000-6460		258.24	SOCKS/T-SHIRTS	WEB000394995 Jail Supplies
3510 BOB BARKER COMPANY INC		258.24		1 Transactions
252 DEPT Total:		496.88	JAIL CANTEEN ACCOUNT	2 Vendors 7 Transactions
619 DEPT				CROW RIVER SEPTIC SYSTEM LOANS-7
2042 HJERPE CONTRACTING INC				
29 25-619-000-0000-6350		14,450.00	SEPTIC SYSTEM J TROSKA	5425 Other Services & Charges
30 25-619-000-0000-6350		11,460.00	SEPTIC SYSTEM K SKOOG	5446 Other Services & Charges
31 25-619-000-0000-6350		13,750.00	SEPTIC SYSTEM R BUCHHOLZ	5497 Other Services & Charges
2042 HJERPE CONTRACTING INC		39,660.00		3 Transactions
1119 MID MN SEPTIC SERVICES				
54 25-619-000-0000-6350		12,215.21	SEPTIC SYSTEM M DEWITT	2973 Other Services & Charges
55 25-619-000-0000-6350		13,295.00	SEPTIC SYSTEM M KRUEGER	2979 Other Services & Charges
56 25-619-000-0000-6350		12,100.00	SEPTIC SYSTEM M SCHUCH	2983 Other Services & Charges

***** McLeod County IFS *****



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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	<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>
57 25-619-000-0000-6350	12,645.28	SEPTIC SYSTEM R ALBRECHT	3020	Other Services & Charges
1119 MID MN SEPTIC SERVICES	50,255.49	4 Transactions		
3021 SCHUCH/JACQUELINE M				
61 25-619-000-0000-6350	600.00	REIMBURSE SEPTIC SYSTEM DESUGN		Other Services & Charges
3021 SCHUCH/JACQUELINE M	600.00	1 Transactions		
619 DEPT Total:	90,515.49	CROW RIVER SEPTIC SYSTEM LOANS-	3 Vendors	8 Transactions
807 DEPT		DESIGNATED FOR CAPITAL ASSETS		
4762 LITZAU EXCAVATING INC				
51 25-807-000-0000-6350	46,395.00	HISTORICAL MUSEUM PARKING LOT	17483	Other Services & Charges
52 25-807-000-0000-6350	38,795.00	HISTORICAL MUSEUM PARKING LOT	17484	Other Services & Charges
53 25-807-000-0000-6350	6,285.00-	IN EXCESS OF ALLOTMENT	17484	Other Services & Charges
4762 LITZAU EXCAVATING INC	78,905.00	3 Transactions		
807 DEPT Total:	78,905.00	DESIGNATED FOR CAPITAL ASSETS	1 Vendors	3 Transactions
886 DEPT		COUNTY FEEDLOT PROGRAM		
1886 BMO				
88 25-886-000-0000-6336	282.40	THE INN ON LAKE SUPERIOR	0963	Meals, Lodging, Parking & Miscellaneous
1886 BMO	282.40	1 Transactions		
886 DEPT Total:	282.40	COUNTY FEEDLOT PROGRAM	1 Vendors	1 Transactions
25 Fund Total:	174,759.60	SPECIAL REVENUE FUND		21 Transactions



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74 FORFEITED TAX FUND

Audit List for Board AUDITOR'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
987	DEPT			FORFEITED TAX SALE		
	568 JENKINS/TIMOTHY					
32	74-987-000-0000-6350		160.00	LAWN MOWING 05/27/2015 05/27/2015	PARK ISLAND	Other Services & Charges
33	74-987-000-0000-6350		80.00	LAWN MOWING 06/02/2015 06/02/2015	PARK ISLAND	Other Services & Charges
34	74-987-000-0000-6350		80.00	LAWN MOWING 06/09/2015 06/09/2015	PARK ISLAND	Other Services & Charges
35	74-987-000-0000-6350		80.00	LAWN MOWING 06/16/2015 06/16/2015	PARK ISLAND	Other Services & Charges
36	74-987-000-0000-6350		80.00	LAWN MOWING 06/23/2015 06/23/2015	PARK ISLAND	Other Services & Charges
37	74-987-000-0000-6350		80.00	LAWN MOWING 06/30/2015 06/30/2015	PARK ISLAND	Other Services & Charges
38	74-987-000-0000-6350		80.00	LAWN MOWING 07/07/2015 07/07/2015	PARK ISLAND	Other Services & Charges
39	74-987-000-0000-6350		80.00	LAWN MOWING 07/14/2015 07/14/2015	PARK ISLAND	Other Services & Charges
40	74-987-000-0000-6350		80.00	LAWN MOWING 07/21/2015 07/21/2015	PARK ISLAND	Other Services & Charges
41	74-987-000-0000-6350		80.00	LAWN MOWING 07/28/2015 07/28/2015	PARK ISLAND	Other Services & Charges
42	74-987-000-0000-6350		80.00	LAWN MOWING 08/04/2015 08/04/2015	PARK ISLAND	Other Services & Charges
43	74-987-000-0000-6350		80.00	LAWN MOWING 08/11/2015 08/11/2015	PARK ISLAND	Other Services & Charges
44	74-987-000-0000-6350		80.00	LAWN MOWING 08/18/2015 08/18/2015	PARK ISLAND	Other Services & Charges
45	74-987-000-0000-6350		80.00	LAWN MOWING 08/25/2015 08/25/2015	PARK ISLAND	Other Services & Charges
46	74-987-000-0000-6350		80.00	LAWN MOWING 09/01/2015 09/01/2015	PARK ISLAND	Other Services & Charges
47	74-987-000-0000-6350		80.00	LAWN MOWING 09/08/2015 09/08/2015	PARK ISLAND	Other Services & Charges
48	74-987-000-0000-6350		80.00	LAWN MOWING 09/15/2015 09/15/2015	PARK ISLAND	Other Services & Charges
49	74-987-000-0000-6350		80.00	LAWN MOWING 09/22/2015 09/22/2015	PARK ISLAND	Other Services & Charges
50	74-987-000-0000-6350		80.00	LAWN MOWING	PARK ISLAND	Other Services & Charges

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
74 FORFEITED TAX FUND

Audit List for Board AUDITOR'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 #	
568 JENKINS/TIMOTHY		1,600.00	09/29/2015 09/29/2015 19 Transactions	
987 DEPT Total:		1,600.00	FORFEITED TAX SALE	1 Vendors 19 Transactions
74 Fund Total:		1,600.00	FORFEITED TAX FUND	19 Transactions

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'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 #	
852 DEPT				PROJECT HARMONY GRANT
1886 BMO				
129 82-852-000-0000-6336		182.95	9564	Meals, Lodging, Parking & Miscellaneous
130 82-852-000-0000-6336		2,301.84	9564	Meals, Lodging, Parking & Miscellaneous
1886 BMO		2,484.79		2 Transactions
852 DEPT Total:		2,484.79	1 Vendors	2 Transactions
853 DEPT				LOCAL PUBLIC HEALTH GRANT
1886 BMO				
152 82-853-000-0000-6336		12.83	0955	Meals, Lodging, Parking & Miscellaneous
154 82-853-000-0000-6336		95.67	0955	Meals, Lodging, Parking & Miscellaneous
155 82-853-000-0000-6336		192.00	0955	Meals, Lodging, Parking & Miscellaneous
151 82-853-000-0000-6350		69.13	0955	Other Services & Charges
153 82-853-000-0000-6350		27.55	0955	Other Services & Charges
156 82-853-000-0000-6360		30.00	0955	Training
1886 BMO		427.18		6 Transactions
2811 CNA GROUP LONG TERM CARE				
78 82-853-000-0000-2048		10.54	1607410	LONG TERM CARE PAYABLE
			11/01/2015 11/30/2015	
2811 CNA GROUP LONG TERM CARE		10.54		1 Transactions
853 DEPT Total:		437.72	2 Vendors	7 Transactions
862 DEPT				SHIP
5576 BACHMAN/MARY				
82 82-862-000-0000-6121		980.00		Personnel Wages
5576 BACHMAN/MARY		980.00		1 Transactions
862 DEPT Total:		980.00	1 Vendors	1 Transactions
82 Fund Total:		3,902.51		COMMUNITY HEALTH SERVICE 10 Transactions



POOL

10/30/15 3:04PM

84 SUPPORTING HANDS N F F

Audit List for Board AUDITOR'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
490 DEPT		SUPPORTING HANDS NURSE FAMILY PA		
1886 BMO				
111 84-490-000-0000-6338		33.12 CENEX	0971	Motor Pool Expenses
113 84-490-000-0000-6338		11.25 WALS	0971	Motor Pool Expenses
114 84-490-000-0000-6338		35.89 WALS	0971	Motor Pool Expenses
115 84-490-000-0000-6338		36.05 CENEX	0971	Motor Pool Expenses
116 84-490-000-0000-6338		23.38 GASMART	0971	Motor Pool Expenses
119 84-490-000-0000-6360		841.59 CHILDBIRTYH GRAPHICS	0971	Training
112 84-490-000-0000-6410		314.59 WALMART	0971	SAFETY KITS
110 84-490-000-0000-6449		144.32 MOORE MEDICAL	0971	Medical Supplies
117 84-490-000-0000-6449		409.99 AMAZON	0971	Medical Supplies
118 84-490-000-0000-6449		166.54 MOORE MEDICAL	0971	Medical Supplies
184 84-490-000-0000-6338		25.11 CASEY	1213	Motor Pool Expenses
185 84-490-000-0000-6338		37.57 MIKES IN OUT	1213	Motor Pool Expenses
188 84-490-000-0000-6338		24.46 SUPERAMERICA	1213	Motor Pool Expenses
192 84-490-000-0000-6338		33.90 CENEX	1213	Motor Pool Expenses
187 84-490-000-0000-6402		67.08 OFFICE MAX	1213	Office Supplies
189 84-490-000-0000-6402		27.12 WM SUPERCENTER	1213	Office Supplies
190 84-490-000-0000-6402		21.98 AMAZON	1213	Office Supplies
191 84-490-000-0000-6402		65.33 AMAZON	1213	Office Supplies
193 84-490-000-0000-6402		138.52 AMAZON	1213	Office Supplies
195 84-490-000-0000-6402		21.98- AMAZON	1213	Office Supplies
196 84-490-000-0000-6403		20.37 VISTAPRINT	1213	Printed Paper Supplies
186 84-490-000-0000-6612		1,660.00 AMAZON	1213	Capital - \$100-\$5,000 (Inventory)
1886 BMO		4,116.18	22 Transactions	
2811 CNA GROUP LONG TERM CARE				
79 84-490-000-0000-2048		57.77	LONG TERM CARE SHNFP FUND	1607410 Long Term Care Payable
			11/01/2015 11/30/2015	
2811 CNA GROUP LONG TERM CARE		57.77	1 Transactions	
490 DEPT Total:		4,173.95	SUPPORTING HANDS NURSE FAMILY P	2 Vendors 23 Transactions
493 DEPT			MIECHV	
1886 BMO				
194 84-493-000-0000-6336		285.20	DELTA	1213 Meals, Lodging, Parking & Miscellaneous
1886 BMO		285.20	1 Transactions	
2811 CNA GROUP LONG TERM CARE				

***** McLeod County IFS *****



POOL

10/30/15 3:04PM

84 SUPPORTING HANDS N F F

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 21

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
80	84-493-000-0000-2048		105.55	LONG TERM CARE SHNFP FUND	1607410	Long Term Care Payable
				11/01/2015 11/30/2015		
	2811 CNA GROUP LONG TERM CARE		105.55		1 Transactions	
493	DEPT Total:		390.75	MIECHV	2 Vendors	2 Transactions
84	Fund Total:		4,564.70	SUPPORTING HANDS N F P FUN		25 Transactions

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
975	DEPT			DNR CLEARING ACCOUNT		
	509 MINNESOTA DNR					
22	86-975-000-0000-6850		411.00	DNR		Collections For Other Agencies
				10/20/2015 10/26/2015		
	509 MINNESOTA DNR		411.00		1 Transactions	
975	DEPT Total:		411.00	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT			GAME & FISH CLEARING ACCOUNT		
	509 MINNESOTA DNR					
21	86-976-000-0000-6850		30.00	G & F		Collections For Other Agencies
				10/20/2015 10/26/2015		
	509 MINNESOTA DNR		30.00		1 Transactions	
976	DEPT Total:		30.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		441.00	TRUST & AGENCY FUND		2 Transactions

***** McLeod County IFS *****



POOL
10/30/15 3:04PM
87 TAX & PENALTY FUND

Audit List for Board AUDITOR'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
980	DEPT			TAX COLLECTIONS		
125	MINNESOTA DEPARTMENT OF REVENUE					
20	87-980-000-0000-6850		698,681.50	50% STATE GENERAL TAX		Collections For Other Agencies
125	MINNESOTA DEPARTMENT OF REVENUE		698,681.50	1 Transactions		
3022	ZALOMSKY/JAMES & TRUDY					
73	87-980-000-0000-6810		400.00	TAX ABATEMENT-FIRE	20.050.1685	Refunds And Reimbursements
3022	ZALOMSKY/JAMES & TRUDY		400.00	1 Transactions		
980	DEPT Total:		699,081.50	TAX COLLECTIONS	2 Vendors	2 Transactions
87	Fund Total:		699,081.50	TAX & PENALTY FUND		2 Transactions
	Final Total:		987,463.54	65 Vendors	196 Transactions	

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	42,644.30	GENERAL REVENUE FUND	
	3	27,484.11	ROAD & BRIDGE FUND	
	5	8,670.26	SOLID WASTE FUND	
	11	3,290.56	HUMAN SERVICE FUND	
	20	21,025.00	COUNTY DITCH FUND	
	25	174,759.60	SPECIAL REVENUE FUND	
	74	1,600.00	FORFEITED TAX FUND	
	82	3,902.51	COMMUNITY HEALTH SERVICE	
	84	4,564.70	SUPPORTING HANDS N F P FUN	
	86	441.00	TRUST & AGENCY FUND	
	87	699,081.50	TAX & PENALTY FUND	
	All Funds	987,463.54	Total	Approved by,
			
			

***** McLeod County IFS *****



POOL
10/30/15 9:43AM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

***** McLeod County IFS *****



POOL
10/30/15 9:43AM
87 TAX & PENALTY FUND

Audit List for Board AUDITOR'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
980	DEPT			TAX COLLECTIONS		
3	5845 SCHOOL DISTRICT OF BLH 2159 87-980-000-0000-6849		16,835.00	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	5845 SCHOOL DISTRICT OF BLH 2159		16,835.00	1 Transactions		
2	494 SCHOOL DISTRICT OF GFW 2365 87-980-000-0000-6849		9,293.00	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	494 SCHOOL DISTRICT OF GFW 2365		9,293.00	1 Transactions		
7	1576 SCHOOL DISTRICT OF GSL 2859 87-980-000-0000-6849		294,598.50	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	1576 SCHOOL DISTRICT OF GSL 2859		294,598.50	1 Transactions		
1	492 SCHOOL DISTRICT OF HLWW 2687 87-980-000-0000-6849		194,211.50	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	492 SCHOOL DISTRICT OF HLWW 2687		194,211.50	1 Transactions		
5	488 SCHOOL DISTRICT OF HUTCHINSON 04 87-980-000-0000-6849		946,771.00	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	488 SCHOOL DISTRICT OF HUTCHINSON 04		946,771.00	1 Transactions		
6	489 SCHOOL DISTRICT OF LESTER PRAIRIE C 87-980-000-0000-6849		118,801.50	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	489 SCHOOL DISTRICT OF LESTER PRAIRIE C		118,801.50	1 Transactions		
4	493 SCHOOL DISTRICT OF LITCHFIELD 0465 87-980-000-0000-6849		0.91	50% ESTIMATED TAX SETTLEMENT		Collections For School Districts
	493 SCHOOL DISTRICT OF LITCHFIELD 0465		0.91	1 Transactions		
980	DEPT Total:		1,580,511.41	TAX COLLECTIONS	7 Vendors	7 Transactions
87	Fund Total:		1,580,511.41	TAX & PENALTY FUND		7 Transactions
	Final Total:		1,580,511.41	7 Vendors	7 Transactions	

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	87	1,580,511.41	TAX & PENALTY FUND	
	All Funds	1,580,511.41	Total	Approved by,
			
			

***** McLeod County IFS *****



POOL
11/5/15 1:48PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

POOL
 11/5/15 1:48PM
 1 GENERAL REVENUE FUND

***** McLeod County IFS *****



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 #</u>	<u>On Behalf of Name</u>
41	DEPT			COUNTY AUDITOR-TREASURER'S		
	3163 NATIONAL BUSINESS SYSTEMS INC					
1	01-041-000-0000-6205		7,166.80	POSTAGE FOR 2016 PROPOSED TAX	S06008	Postage And Postal Box Rental
	3163 NATIONAL BUSINESS SYSTEMS INC		7,166.80	1 Transactions		
41	DEPT Total:		7,166.80	COUNTY AUDITOR-TREASURER'S	1 Vendors	1 Transactions
1	Fund Total:		7,166.80	GENERAL REVENUE FUND		1 Transactions
	Final Total:		7,166.80	1 Vendors	1 Transactions	

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	7,166.80	GENERAL REVENUE FUND	
	All Funds	7,166.80	Total	Approved by,
			
			

***** McLeod County IFS *****



POOL
11/6/15 1:57PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

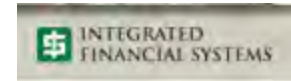
Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

***** McLeod County IFS *****



POOL

11/6/15 1:57PM

1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
0	DEPT			...		
31	4547 AVESIS THIRD PARTY ADMINISTRATOR'S 01-000-000-0000-2044		864.95	VISION PREMIUM GENERAL FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR'S		864.95		1 Transactions	
85	1360 MINNESOTA MUTUAL 01-000-000-0000-2049		1,713.66	LIFE PREMIUM GENERAL FUND 11/01/2015 11/30/2015		Life Insurance Payable
100	01-000-000-0000-2053		5.00	LIFE PREMIUM SELF PAY FUND 11/01/2015 11/30/2015		Cobra Life Insurance Payable
	1360 MINNESOTA MUTUAL		1,718.66		2 Transactions	
70	1874 MN COUNTIES INTERGOVERNMENTAL TI 01-000-000-0000-2045		86,010.21	MEDICAL PREMIUM GENERAL FUND 11/01/2015 11/30/2015		Health Insurance Payable
69	01-000-000-0000-2052		2,080.00	MEDICAL PREMIUM SELF PAY FUND 11/01/2015 11/30/2015		Cobra Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		88,090.21		2 Transactions	
0	DEPT Total:		90,673.82	...	3 Vendors	5 Transactions
13	DEPT			COURT ADMINISTRATOR'S		
41	11580 CENTURYLINK 01-013-000-0000-6203		49.05	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
	11580 CENTURYLINK		49.05		1 Transactions	
9	5485 DOHERTY SCHOOLER/TIFFANY 01-013-000-0000-6272		75.00	COURT APPOINT CR/RB	JV-14-110	Court Appt Atty-Dep/Neg/Ter
10	01-013-000-0000-6272		225.00	COURT APPOINT BW/LD/ED	JV-14-179	Court Appt Atty-Dep/Neg/Ter
12	01-013-000-0000-6272		97.50	COURT APPOINT HR/CS	JV-14-196	Court Appt Atty-Dep/Neg/Ter
11	01-013-000-0000-6272		127.50	COURT APPOINT JO/SB	JV-15-136	Court Appt Atty-Dep/Neg/Ter
13	01-013-000-0000-6272		817.50	COURT APPOINT PS/DP	JV-15-138	Court Appt Atty-Dep/Neg/Ter
14	01-013-000-0000-6272		210.00	COURT APPOINT HW/JW	JV-15-139	Court Appt Atty-Dep/Neg/Ter
15	01-013-000-0000-6272		157.50	COURT APPOINT EW/JW/SJ	JV-15-175	Court Appt Atty-Dep/Neg/Ter
	5485 DOHERTY SCHOOLER/TIFFANY		1,710.00		7 Transactions	
	812 GAVIN WINTERS & LONG LTD					

***** McLeod County IFS *****



POOL
11/6/15 1:57PM
1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
65		01-013-000-0000-6273		11.25	COURT APPT AMS FA-14-1088	2007980-001M	Court Appt Atty-Other
56		01-013-000-0000-6272		90.00	COURT APPT GR/JM JV-15-169	20080257-002M	Court Appt Atty-Dep/Neg/Ter
58		01-013-000-0000-6272		615.00	COURT APPT HW/JW JV-15-139	20120122-000M	Court Appt Atty-Dep/Neg/Ter
55		01-013-000-0000-6272		131.25	COURT APPT CR/RB JV-14-110	20143205-000M	Court Appt Atty-Dep/Neg/Ter
61		01-013-000-0000-6272		11.25	CRT APPT AL/JL/JG/CH JV-14-143	20143234-000M	Court Appt Atty-Dep/Neg/Ter
62		01-013-000-0000-6272		206.25	COURT APPT BW/LD/ED JV-14-179	20143309-000M	Court Appt Atty-Dep/Neg/Ter
64		01-013-000-0000-6273		30.00	COURT APPT SD FA-15-1463	20143321-001M	Court Appt Atty-Other
60		01-013-000-0000-6272		202.50	COURT APPT JO/SB JV-14-255	20143374-000M	Court Appt Atty-Dep/Neg/Ter
57		01-013-000-0000-6272		18.75	COURT APPT NV/DM/EE JV-15-62	20150150-000M	Court Appt Atty-Dep/Neg/Ter
54		01-013-000-0000-6272		172.50	COURT APPT JS/BB JV-15-195	20150194-000M	Court Appt Atty-Dep/Neg/Ter
63		01-013-000-0000-6272		101.25	COURT APPT JG/PG/CY JV-15-156	20150254-000M	Court Appt Atty-Dep/Neg/Ter
59		01-013-000-0000-6272		176.25	CRT APPT AG/MA/RM/DB JV-15-180	20150265-000M	Court Appt Atty-Dep/Neg/Ter
812	GAVIN WINTERS & LONG LTD			1,766.25	12 Transactions		
13	DEPT Total:			3,525.30	COURT ADMINISTRATOR'S	3 Vendors	20 Transactions
76	DEPT				CENTRAL SERVICES-COUNTY WIDE		
5918	CENTURY LINK						
8	01-076-000-0000-6203			55.78	CIRCUIT CHARGE	66XCD6-S-15288	Communications
5918	CENTURY LINK			55.78	1 Transactions		
5906	CENTURYLINK						
5	01-076-000-0000-6203			312.47	LOCAL SVC 10/18/2015 11/17/2015	313623769	Communications
4	01-076-000-0000-6203			3,207.73	LOCAL SVC 10/18/2015 11/17/2015	314019358	Communications
5906	CENTURYLINK			3,520.20	2 Transactions		
11580	CENTURYLINK						
40	01-076-000-0000-6203			528.04	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
11580	CENTURYLINK			528.04	1 Transactions		
5771	NU-TELECOM						
23	01-076-000-0000-6203			1,440.27	EXT, PRI, SW B1	81600705	Communications
5771	NU-TELECOM			1,440.27	1 Transactions		

***** McLeod County IFS *****



POOL 11/6/15 1:57PM

1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
76	DEPT Total:		5,544.29	CENTRAL SERVICES-COUNTY WIDE	4 Vendors	5 Transactions
117	DEPT			FAIRGROUNDS		
5771	NU-TELECOM					
25	01-117-000-0000-6203		89.78	PHONE FOR OCTOBER	81577730	Communications
26	01-117-000-0000-6203		89.78	PHONE FOR NOVEMBER	81600932	Communications
5771	NU-TELECOM		179.56		2 Transactions	
4147	WEST CENTRAL SANITATION INC					
29	01-117-000-0000-6257		895.74	CONTRACTED SERVICE 09/01/2015 09/30/2015	10408515	Sewer, Water And Garbage Removal
4147	WEST CENTRAL SANITATION INC		895.74		1 Transactions	
117	DEPT Total:		1,075.30	FAIRGROUNDS	2 Vendors	3 Transactions
201	DEPT			COUNTY SHERIFF'S OFFICE		
5906	CENTURYLINK					
39	01-201-000-0000-6203		47.51	PHONE CHARGES 10/18/2015 11/17/2015	313138411	Communications
5906	CENTURYLINK		47.51		1 Transactions	
11580	CENTURYLINK					
42	01-201-000-0000-6203		68.21	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
11580	CENTURYLINK		68.21		1 Transactions	
5771	NU-TELECOM					
102	01-201-000-0000-6203		143.68	111-2290 SPEC ACC VOICE 11/01/2015 11/30/2015	81600511	Communications
5771	NU-TELECOM		143.68		1 Transactions	
1083	WEX BANK					
104	01-201-000-0000-6455		5,814.59	FUEL THROUGH 10/31/2015	42814199	Motor Fuels
1083	WEX BANK		5,814.59		1 Transactions	
201	DEPT Total:		6,073.99	COUNTY SHERIFF'S OFFICE	4 Vendors	4 Transactions
251	DEPT			COUNTY JAIL		

***** McLeod County IFS *****



POOL
11/6/15 1:57PM
1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
30	1083 WEX BANK					
	01-251-000-0000-6455		488.87	FUEL	42809674	Motor Fuels And Lubrication
	1083 WEX BANK		488.87		1 Transactions	
251	DEPT Total:		488.87	COUNTY JAIL	1 Vendors	1 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
	11580 CENTURYLINK					
43	01-485-000-0000-6203		84.38	LONG DISTANCE	320439462	Communications
				10/21/2015 11/20/2015		
	11580 CENTURYLINK		84.38		1 Transactions	
485	DEPT Total:		84.38	COUNTY PUBLIC HEALTH NURSING	1 Vendors	1 Transactions
520	DEPT			COUNTY PARK'S		
	5906 CENTURYLINK					
7	01-520-000-0000-6203		79.96	525 CARETAKER OFFICE PHONE	313540758	Communications
				10/18/2015 11/17/2015		
6	01-520-000-0000-6203		64.17	525 SHOP	314102204	Communications
				10/18/2015 11/17/2015		
	5906 CENTURYLINK		144.13		2 Transactions	
	5771 NU-TELECOM					
24	01-520-000-0000-6203		39.01	PIEPENBURG 587-2082	81600705	Communications
	5771 NU-TELECOM		39.01		1 Transactions	
520	DEPT Total:		183.14	COUNTY PARK'S	2 Vendors	3 Transactions
1	Fund Total:		107,649.09	GENERAL REVENUE FUND		42 Transactions

***** McLeod County IFS *****



POOL
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3 ROAD & BRIDGE FUND

Audit List for Board AUDITOR'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
0	DEPT			...		
32	4547 AVESIS THIRD PARTY ADMINISTRATOR: 03-000-000-0000-2044		84.24	VISION PREMIUM HIGHWAY FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		84.24		1 Transactions	
86	1360 MINNESOTA MUTUAL 03-000-000-0000-2049		356.90	LIFE PREMIUM HIGHWAY FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		356.90		1 Transactions	
71	1874 MN COUNTIES INTERGOVERNMENTAL TI 03-000-000-0000-2045		14,494.00	MEDICAL PREMIUM HWY FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		14,494.00		1 Transactions	
0	DEPT Total:		14,935.14	...	3 Vendors	3 Transactions
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
66	540 HUTCHINSON UTILITIES COMMISSION 03-340-000-0000-6253		96.73	ELECTRIC TEMP STORAGE	31021-045101	Electricity
67	03-340-000-0000-6255		36.95	GAS TEMP STORAGE	31021-045101	Natural Gas
68	03-340-000-0000-6255		16.24-	CREDIT ON LATE FEES	31021-045101	Natural Gas
	540 HUTCHINSON UTILITIES COMMISSION		117.44		3 Transactions	
340	DEPT Total:		117.44	HIGHWAY EQUIPMENT MAINTENANCE	1 Vendors	3 Transactions
3	Fund Total:		15,052.58	ROAD & BRIDGE FUND		6 Transactions

***** McLeod County IFS *****



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5 SOLID WASTE FUND

Audit List for Board AUDITOR'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
391	DEPT			SOLID WASTE TIP FEE		
33	4547 AVESIS THIRD PARTY ADMINISTRATOR: 05-391-000-0000-2044		26.32	VISION PREMIUM SW FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		26.32	1 Transactions		
44	11580 CENTURYLINK 05-391-000-0000-6203		8.69	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
	11580 CENTURYLINK		8.69	1 Transactions		
87	1360 MINNESOTA MUTUAL 05-391-000-0000-2049		128.73	LIFE PREMIUM SW FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		128.73	1 Transactions		
72	1874 MN COUNTIES INTERGOVERNMENTAL TI 05-391-000-0000-2045		2,416.00	MEDICAL PREMIUM SW FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		2,416.00	1 Transactions		
391	DEPT Total:		2,579.74	SOLID WASTE TIP FEE	4 Vendors	4 Transactions
393	DEPT			MATERIALS RECOVERY FACILITY		
34	4547 AVESIS THIRD PARTY ADMINISTRATOR: 05-393-000-0000-2044		35.36	VISION PREMIUM MRF FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		35.36	1 Transactions		
45	11580 CENTURYLINK 05-393-000-0000-6203		1.82	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
	11580 CENTURYLINK		1.82	1 Transactions		
88	1360 MINNESOTA MUTUAL 05-393-000-0000-2049		44.30	LIFE PREMIUM MRF FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		44.30	1 Transactions		

***** McLeod County IFS *****



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5 SOLID WASTE FUND

Audit List for Board AUDITOR'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
73	1874 MN COUNTIES INTERGOVERNMENTAL TI 05-393-000-0000-2045		2,132.00	MEDICAL PREMIUM MRF FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		2,132.00		1 Transactions	
103	4170 WASTE MANAGEMENT OF WI MN 05-393-000-0000-6257		801.45	RECYCLING RESIDUE GARBAGE	6847264-1593-9	Sewer, Water And Garbage Removal
	4170 WASTE MANAGEMENT OF WI MN		801.45		1 Transactions	
393	DEPT Total:		3,014.93	MATERIALS RECOVERY FACILITY	5 Vendors	5 Transactions
397	DEPT			HOUSEHOLD HAZARDOUS WASTE		
46	11580 CENTURYLINK 05-397-000-0000-6203		0.20	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications
	11580 CENTURYLINK		0.20		1 Transactions	
89	1360 MINNESOTA MUTUAL 05-397-000-0000-2049		23.15	LIFE PREMIUM HHW FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		23.15		1 Transactions	
74	1874 MN COUNTIES INTERGOVERNMENTAL TI 05-397-000-0000-2045		1,541.00	MEDICAL PREMIUM HHW HUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		1,541.00		1 Transactions	
397	DEPT Total:		1,564.35	HOUSEHOLD HAZARDOUS WASTE	3 Vendors	3 Transactions
5	Fund Total:		7,159.02	SOLID WASTE FUND		12 Transactions

***** McLeod County IFS *****



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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'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
420	DEPT			INCOME MAINTENANCE		
35	4547 AVESIS THIRD PARTY ADMINISTRATOR: 11-420-000-0000-2044		153.72	VISION PREMIUM INC MAINT FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		153.72	1 Transactions		
47	11580 CENTURYLINK 11-420-600-0010-6203		147.16	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications/Postage
	11580 CENTURYLINK		147.16	1 Transactions		
90	1360 MINNESOTA MUTUAL 11-420-000-0000-2049		712.19	LIFE PREMIUM INC MAINT FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		712.19	1 Transactions		
75	1874 MN COUNTIES INTERGOVERNMENTAL TI 11-420-000-0000-2045		16,381.61	MEDICAL PREMIUM INC MAINT FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		16,381.61	1 Transactions		
420	DEPT Total:		17,394.68	INCOME MAINTENANCE	4 Vendors	4 Transactions
430	DEPT			INDIVIDUAL AND FAMILY SOCIAL SERVI		
36	4547 AVESIS THIRD PARTY ADMINISTRATOR: 11-430-000-0000-2044		337.40	VISION PREMIUM WELFARE FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		337.40	1 Transactions		
48	11580 CENTURYLINK 11-430-700-0010-6203		261.61	LONG DISTANCE 10/21/2015 11/20/2015	320439462	Communications/Postage
	11580 CENTURYLINK		261.61	1 Transactions		
91	1360 MINNESOTA MUTUAL 11-430-000-0000-2049		1,178.32	LIFE PREMIUM WELFARE FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		1,178.32	1 Transactions		

***** McLeod County IFS *****



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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'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
76	1874 MN COUNTIES INTERGOVERNMENTAL TI 11-430-000-0000-2045		MEDICAL PREMIUM WELFARE FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		1 Transactions		
430	DEPT Total:		INDIVIDUAL AND FAMILY SOCIAL SER	4 Vendors	4 Transactions
11	Fund Total:		HUMAN SERVICE FUND		8 Transactions

***** McLeod County IFS *****



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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'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
252	DEPT			JAIL CANTEEN ACCOUNT		
5771	NU-TELECOM					
27	25-252-000-0000-6460		104.39	CABLE	81599391	Jail Supplies
				11/01/2015 11/30/2015		
	5771 NU-TELECOM		104.39		1 Transactions	
252	DEPT Total:		104.39	JAIL CANTEEN ACCOUNT	1 Vendors	1 Transactions
285	DEPT			E-911 SYSTEM MAINTENANCE - GRANT		
2654	COMPAR INC					
53	25-285-000-0000-6350		2,572.00	VIDEO EXTENDERS/DISPLAYPORTS	IN14325-1	Other Services & Charges
49	25-285-000-0000-6350		2,534.00	VIDEO EXTENDERS/DISPLAYPORTS	IN14433-1	Other Services & Charges
50	25-285-000-0000-6350		24.00	VIDEO SPLITTERS	IN14433-2	Other Services & Charges
51	25-285-000-0000-6350		3,215.00	VIDEO EXTENDERS/DISPLAYPORTS	IN14434-1	Other Services & Charges
52	25-285-000-0000-6350		1,248.00	VIDEO EXTENDERS	IN14435-1	Other Services & Charges
2654	COMPAR INC		9,593.00		5 Transactions	
5771	NU-TELECOM					
101	25-285-000-0000-6203		588.30	587-0405 E-911	81600925	Communications - Telephone Equipment
				11/01/2015 11/30/2015		
	5771 NU-TELECOM		588.30		1 Transactions	
285	DEPT Total:		10,181.30	E-911 SYSTEM MAINTENANCE - GRAN	2 Vendors	6 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
1360	MINNESOTA MUTUAL					
92	25-485-000-0000-2049		8.23	LIRE PREMIUM PRIME WEST		LIFE INSURANCE PAYABLE
				11/01/2015 11/30/2015		
	1360 MINNESOTA MUTUAL		8.23		1 Transactions	
1874	MN COUNTIES INTERGOVERNMENTAL T1					
77	25-485-000-0000-2045		488.55	MEDICAL PREMIUM PW FUND		HEALTH INSURANCE PAYABLE
				11/01/2015 11/30/2015		
	1874 MN COUNTIES INTERGOVERNMENTAL T1		488.55		1 Transactions	
485	DEPT Total:		496.78	COUNTY PUBLIC HEALTH NURSING	2 Vendors	2 Transactions
612	DEPT			SHORELAND-GRANT		

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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'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
93	1360 MINNESOTA MUTUAL 25-612-000-0000-2049		3.10	LIFE PREMIUM SHORELAND FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		3.10		1 Transactions	
78	1874 MN COUNTIES INTERGOVERNMENTAL TI 25-612-000-0000-2045		24.48	MEDICAL PREMIUM SHORELAND FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		24.48		1 Transactions	
612	DEPT Total:		27.58	SHORELAND-GRANT	2 Vendors	2 Transactions
613	DEPT			WATER RESOURCE MANAGEMENT-GRAN		
94	1360 MINNESOTA MUTUAL 25-613-000-0000-2049		4.99	LIFE PREMIUM WATER RESOURCE 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		4.99		1 Transactions	
79	1874 MN COUNTIES INTERGOVERNMENTAL TI 25-613-000-0000-2045		38.84	MEDICAL PREMIUM WATER RESOURCE 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		38.84		1 Transactions	
613	DEPT Total:		43.83	WATER RESOURCE MANAGEMENT-GR	2 Vendors	2 Transactions
614	DEPT			WETLANDS ADMINISTRATION-GRANT		
18	6009 INNOVATIVE OFFICE SOLUTIONS LLC 25-614-000-0000-6402		157.70	OFFICE SUPPLIES	IN0962219	Office Supplies
	6009 INNOVATIVE OFFICE SOLUTIONS LLC		157.70		1 Transactions	
95	1360 MINNESOTA MUTUAL 25-614-000-0000-2049		11.87	LIFE PREMIUM WETLANDS FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		11.87		1 Transactions	
80	1874 MN COUNTIES INTERGOVERNMENTAL TI 25-614-000-0000-2045		92.28	MEDICAL PREMIUM WETLANDS FUND 11/01/2015 11/30/2015		Health Insurance Payable

***** McLeod County IFS *****



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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'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
1874 MN COUNTIES INTERGOVERNMENTAL TI		92.28	1 Transactions		
614 DEPT Total:		261.85	WETLANDS ADMINISTRATION-GRANT	3 Vendors	3 Transactions
694 DEPT			AQUATIC INVASIVE SPECIES		
658 MCLEOD PUBLISHING INC					
20 25-694-000-0000-6241		305.10	CHRONICLE DISPLAY-4 WK		PRINTING AND PUBLISHING
658 MCLEOD PUBLISHING INC		305.10	1 Transactions		
694 DEPT Total:		305.10	AQUATIC INVASIVE SPECIES	1 Vendors	1 Transactions
886 DEPT			COUNTY FEEDLOT PROGRAM		
1360 MINNESOTA MUTUAL					
96 25-886-000-0000-2049		16.18	LIFE PREMIM FEEDLOT FUND		Life Insurance Payable
			11/01/2015 11/30/2015		
1360 MINNESOTA MUTUAL		16.18	1 Transactions		
1874 MN COUNTIES INTERGOVERNMENTAL TI					
81 25-886-000-0000-2045		359.64	MEDICAL PREMIUM FEEDLOT FUND		Health Insurance Payable
			11/01/2015 11/30/2015		
1874 MN COUNTIES INTERGOVERNMENTAL TI		359.64	1 Transactions		
886 DEPT Total:		375.82	COUNTY FEEDLOT PROGRAM	2 Vendors	2 Transactions
25 Fund Total:		11,796.65	SPECIAL REVENUE FUND		19 Transactions

***** McLeod County IFS *****



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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'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 #	
853 DEPT				LOCAL PUBLIC HEALTH GRANT
1360 MINNESOTA MUTUAL				
97 82-853-000-0000-2049		33.65		LIFE PREMIUM CHS FUND
				11/01/2015 11/30/2015
1360 MINNESOTA MUTUAL		33.65		1 Transactions
1874 MN COUNTIES INTERGOVERNMENTAL TI				
82 82-853-000-0000-2045		1,206.00		MEDICAL PREMIUM CHS FUND
				11/01/2015 11/30/2015
1874 MN COUNTIES INTERGOVERNMENTAL TI		1,206.00		1 Transactions
853 DEPT Total:		1,239.65		LOCAL PUBLIC HEALTH GRANT 2 Vendors 2 Transactions
859 DEPT				HEALTHY COMMUNITIES ACTIVITIES
11184 COMMUNITY EDUCATION - LITCHFIELD				
19 82-859-000-0000-6350		70.00		HEALTHY COMMUNITIES
				Other Services & Charges
11184 COMMUNITY EDUCATION - LITCHFIELD		70.00		1 Transactions
859 DEPT Total:		70.00		HEALTHY COMMUNITIES ACTIVITIES 1 Vendors 1 Transactions
862 DEPT				SHIP
718 BUERKLE/RHONDA				
1 82-862-000-0000-6121		574.00		SHIP GRANT TIME
3 82-862-000-0000-6121		1,230.00		SHIP GRANT (SIBLEY)
2 82-862-000-0000-6335		17.25		SHIP GRANT MILEAGE
718 BUERKLE/RHONDA		1,821.25		3 Transactions
2243 PARAGON PRINTING & MAILING				
28 82-862-000-0000-6241		215.20		POSTCARD PRINTING & MAILING 101091
2243 PARAGON PRINTING & MAILING		215.20		1 Transactions
862 DEPT Total:		2,036.45		SHIP 2 Vendors 4 Transactions
82 Fund Total:		3,346.10		COMMUNITY HEALTH SERVICE 7 Transactions

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POOL
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84 SUPPORTING HANDS N F F

Audit List for Board AUDITOR'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
490	DEPT			SUPPORTING HANDS NURSE FAMILY PA		
37	4547 AVESIS THIRD PARTY ADMINISTRATOR: 84-490-000-0000-2044		117.87	VISION PREMIUM SHNFP FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		117.87	1 Transactions		
16	2519 GLUMACK/BEN 84-490-000-0000-6265		240.00	SEPT/OCT 2015 WEB DEVELOPMENT		Professional Services
17	84-490-000-0000-6402		120.00	SEPT/OCT 2015 OFFICE SUPPLIES		Office Supplies
	2519 GLUMACK/BEN		360.00	2 Transactions		
98	1360 MINNESOTA MUTUAL 84-490-000-0000-2049		208.09	LIFE PREMIUM NFP FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		208.09	1 Transactions		
83	1874 MN COUNTIES INTERGOVERNMENTAL TI 84-490-000-0000-2045		4,950.51	MEDICAL PREMIUM NFP FUND 11/01/2015 11/30/2015		Health Insurance Payable
	1874 MN COUNTIES INTERGOVERNMENTAL TI		4,950.51	1 Transactions		
105	6412 VERIZON WIRELESS 84-490-000-0000-6203		672.21	CALL CHARGES	9754562928	Communications
107	84-490-000-0000-6402		131.51	PHONES	9754562928	Office Supplies
	6412 VERIZON WIRELESS		803.72	2 Transactions		
490	DEPT Total:		6,440.19	SUPPORTING HANDS NURSE FAMILY P	5 Vendors	7 Transactions
493	DEPT			MIECHV		
38	4547 AVESIS THIRD PARTY ADMINISTRATOR: 84-493-000-0000-2044		3.98	VISION PREMIUM SHNFP FUND 10/01/2015 11/30/2015		Vision Insurance Payable
	4547 AVESIS THIRD PARTY ADMINISTRATOR:		3.98	1 Transactions		
99	1360 MINNESOTA MUTUAL 84-493-000-0000-2049		59.21	LIFE PREMIUM NFP FUND 11/01/2015 11/30/2015		Life Insurance Payable
	1360 MINNESOTA MUTUAL		59.21	1 Transactions		

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84 SUPPORTING HANDS N F F

Audit List for Board AUDITOR'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
84	1874 MN COUNTIES INTERGOVERNMENTAL TI		1,379.49	MEDICAL PREMIUM NFP FUND		Health Insurance Payable
	84-493-000-0000-2045			11/01/2015 11/30/2015		
	1874 MN COUNTIES INTERGOVERNMENTAL TI		1,379.49	1 Transactions		
106	6412 VERIZON WIRELESS		220.97	CALL CHARGES MIECHV	9754562928	Communications
	84-493-000-0000-6203		220.97	1 Transactions		
	6412 VERIZON WIRELESS		220.97	1 Transactions		
493	DEPT Total:		1,663.65	MIECHV	4 Vendors	4 Transactions
84	Fund Total:		8,103.84	SUPPORTING HANDS N F P FUN		11 Transactions

***** McLeod County IFS *****



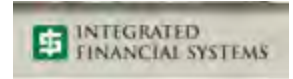
POOL
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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
975	DEPT			DNR CLEARING ACCOUNT		
22	509 MINNESOTA DNR 86-975-000-0000-6850		296.00	DNR 10/27/2015 11/02/2015		Collections For Other Agencies
	509 MINNESOTA DNR		296.00		1 Transactions	
975	DEPT Total:		296.00	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT			GAME & FISH CLEARING ACCOUNT		
21	509 MINNESOTA DNR 86-976-000-0000-6850		225.00	G & F 10/27/2015 11/02/2015		Collections For Other Agencies
	509 MINNESOTA DNR		225.00		1 Transactions	
976	DEPT Total:		225.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		521.00	TRUST & AGENCY FUND		2 Transactions
	Final Total:		213,313.68	75 Vendors	107 Transactions	

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	107,649.09	GENERAL REVENUE FUND	
	3	15,052.58	ROAD & BRIDGE FUND	
	5	7,159.02	SOLID WASTE FUND	
	11	59,685.40	HUMAN SERVICE FUND	
	25	11,796.65	SPECIAL REVENUE FUND	
	82	3,346.10	COMMUNITY HEALTH SERVICE	
	84	8,103.84	SUPPORTING HANDS N F P FUN	
	86	521.00	TRUST & AGENCY FUND	
	All Funds	213,313.68	Total	Approved by,
			
			

Vendor/Contractor Information Technology Usage Agreement

All employees and agents of vendors and contractors who will access McLeod County (The County) information technology in the course of their work for the County ("vendor personnel") are required to sign this document before accessing any County computer system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by the County. Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. The County reserves the right to review, audit, or monitor any information technology used by vendor personnel. All work shall be performed by the contractor submitting the proposal. Subcontractors will not be allowed unless approved in advance by an agent of the County.

1. Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. The County reserves the right to review, audit, or monitor any information technology used by vendor personnel.
 2. All vendor personnel shall use only accounts authorized by The County's IT Staff.
 3. Vendor personnel may access only those resources for which they are specifically authorized.
 4. Vendor personnel are personally responsible for safeguarding their individual account and log-on information. Passwords shall adhere to the following.
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed every 90 days.
 - c. Passwords shall be at least eight characters long.
 - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B*, (ii) English lower case letters, *a, b*, (iii) Westernized Arabic numerals, *0, 1, 2*, and (iv) Non-alphanumeric ("special characters") such as punctuation symbols.
 - e. Passwords may not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise reentered in an unsecured manner.
 5. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
 6. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
 7. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
- Vendor personnel shall notify the County IT Director, of all software loaded onto any County computer. The software must have been approved in writing by The County IT Department in writing, as soon as possible.
8. .
 9. Vendor personnel shall execute only applications that pertain to their specific contract work.
 10. Vendor personnel shall promptly report log-on problems or any other computer errors to the Helpdesk , phone number: 320-484-4357.
 11. Vendor personnel shall promptly notify the County IT Department if they have any reason to suspect a breach of security or potential breach of security.
 12. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County IT Department.
 13. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County IT Department.
 14. Vendor personnel shall not attach any device to the County network without written approval from the County IT Department.
 15. Vendor personnel may not remove any computer hardware from any County building for any reason, without prior written approval from the County IT Department.
 16. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on County hardware.
 17. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County IT Department.
 18. Vendor personnel may not copy any data and/or software from any County resource for personal use.
 19. County data and/or software shall not be removed from a County Building or network without prior written approval from the County.
 20. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-County related, work activity; including ANY personal use
 - d. Any illegal activity.
 - e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.
 21. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County IT Department.
 22. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
 23. All data storage media shall be erased or destroyed prior to disposal.
 24. Vendor personnel may not remove or delete any computer software without the written approval of the County IT Department.
 25. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.
 26. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any County facility for which they are not authorized.
 27. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.
 28. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
 29. Vendor personnel are prohibited from causing County to break copyright laws.
 30. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability. Disciplinary action may include County requesting the vendor consider demotion, suspension and termination.
 31. Vendor personnel may not disclose of any private or confidential County information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged). Vendor personnel will not attempt to access not public data for personal purposes. **Attachment 1** "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all Vendor personnel.

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with the County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information. Attached to the handout is a form which describes your responsibilities and states the type of private/confidential data to be collected and the purpose for which the summary data is being prepared (if applicable). Your signature on the form provides verification that you have read and understand these responsibilities.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes private, nonpublic, confidential, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

- A. Private data is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:
1. the individual who is the subject of the data or a designated representative;
2. anyone to who the individual gives signed consent to view the data;
3. employees of the County and its authorized vendors whose work assignments reasonably require access to the data;
4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

- B. Confidential data is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, MN Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. Any person, even those who are not employees, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

Handwritten signature of Matt Woulsey

Vendor personnel's signature

10-27-15
Date

Tru M. Systems Inc.
Vendor's name, printed

Printed name of Matt Woulsey

Vendor personnel's name, printed

Attachment 2

County Vendor/Contractor Information Technology Scope of Work Document

Description of Work to be done:

Remote support and troubleshooting of IFSpi, LandLink, LandShark, Lighthouse applications.

Timeline:

None

Special Conditions (if Any):

None

Required Insurance Information:

The Contractor shall purchase, provide and maintain at its own expense, insurance coverage as stated in this agreement. Proof of insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this agreement and shall be evidenced by the carriers certificates, filed with the County.

- Minnesota Workers Comp Insurance/Employers Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits and is covered for work in Minnesota.
- Professional Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits.
- Certificate of Insurance: The insurance certificate shall specify the County as an additional insured and list the project name.


Vendor personnel's signature

10-27-15
Date

TriMin Systems Inc.
Vendor's name, printed

Matt Waulsey
Vendor personnel's name, printed

Policy and Procedure For Vendor Remote Access for Software Access

PURPOSE

This Procedure is an agreement between McLeod County, MN (The County), and Trimin Systems (The Vendor). The purpose of the agreement is to ensure the security of County systems and data is not compromised as a result of Vendor's remote access. Vendor requires access to the County communications network for remote support of IFSpi, LandLink, LandShark, and Lighthouse applications.

POLICY

The County allows Vendor controlled, restricted, access to specific network resources for the specific purposes for remote support of the Single Stream Sort Equipment. The County reserves the right to disable any and all Vendor remote access at any time, solely at the discretion of the County and without consulting with Vendor. The County will notify Vendor's project manager in a timely manner if any access is disabled. The County will make reasonable efforts to maintain Vendor's network access to support Vendor's agreed upon project schedule. If Vendor is using a subcontractor, that subcontractor will need to have their own signed agreement with The County. The Vendor is in no way allowed to "reassign" their access right to any other vendor, subcontractor or consultant.

PROCEDURE

1. The County's security officer / IT Director or his/her designee must review all Vendor requests for any form of remote access. The Vendor must have a signed County Vendor Agreement on file with the County IT Department. Vendor must also be under contract with the County IT Department for support / implementation and be in good standing. No access will be allowed until the County's security officer / IT Director or his/her designee; have issued approval.
2. Vendor will maintain up-to-date industry standard anti-virus and network monitoring software on its equipment. Vendor remote access will be via a high-speed secure VPN connection to the County network. The County network will block any split tunneling of the VPN, remove all access to the remote user's local network or local drives, disable remote printing, and may time out after no more than ½ hour of non-use. Vendor access is allowed only by protocols specified by the County. The County will provide Vendor with licenses to any specific third party products, and administrative support services as necessary to configure and use such products to access its network.
3. Vendor access may be limited to business hours, and prior approval may be required for access off-hours. In all cases, Vendor will notify the County IT Department when it will be accessing the County network.
4. Remote access is not allowed to any County end user PC.
5. The County reserves the right to monitor / record any or all session of Vendor remote access at any time, without notification given to the Vendor.
6. Certain parts or segments of the County network may not be available for remote access due to Federal / State laws or rules, or deemed too high of a risk, by the County's security officer / IT Director or his/her designee.
7. The County reserves the right to modify this policy and procedure at any time.

<u>Trimin Systems Inc.</u>	16-27-15	
Name (Vendor)	Date	Title
Chairman County Board	Date	Title
Chairman Administrator	Date	Title

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Minnesota State University Moorhead

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead, Moorhead, Minnesota (“the College/University”) and McLeod County Public Health, 1805 Ford Avenue North #200, Glencoe, Minnesota (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a(n) Nursing (RN to BSN undergraduate), Nursing (graduate), Health Services Administration (undergraduate), Community Health (undergraduate), Health Administration (graduate) Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student’s occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
 - a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.
3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.
4. **TERM OF AGREEMENT**

This Agreement is in effect from November 1, 2015 or when fully executed, and shall remain in effect until October 31, 2020. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.
5. **FINANCIAL CONSIDERATION**
 - a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
 - b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY

**Minnesota State Colleges and Universities
Minnesota State University Moorhead**

Signature : _____

Signature : _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: Dean of Science, Health, & the Environment

Authorized Facility Representative

Date: _____

Date: _____

Signature : _____

Name (printed): _____

Title: Chair of School of Nursing & Healthcare Leadership

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College/University signature)

Title: _____

Date: _____

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

McLeod County Public Health

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter “College/University”), and McLeod County Public Health 1805 Ford Ave North Glencoe, MN 55336 (hereinafter “Facility”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program for qualified students preparing for and/or engaged in nursing careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing for the educational needs of the nursing programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher

Program. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.

- b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. The College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota.
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.
- i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

2. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a “The Joint Commission”) or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility’s library in accordance with the Facility’s policies.
- h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race,

color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. **MUTUAL RESPONSIBILITIES**

- a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - v. Communication to identify areas of mutual need or concern;
 - vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and

- vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's nursing curriculum.
- d. **INSURANCE**. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

i. **Commercial General Liability Insurance**

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

ii. **Professional Liability Insurance**

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

iii. **Additional Conditions:**

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

4. STUDENT REQUIREMENTS

- a. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- b. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- c. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of **October 16, 2015**, or when fully executed, and shall remain in effect until **July 31, 2019**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

8. FINANCIAL CONSIDERATION

- a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in

accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. **OTHER PROVISIONS: NONE**

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. FACILITY: McLeod Public Health

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY: Southwest Minnesota State University

By (authorized signature and printed name) Deb Kerkaert
Title V. P. for Finance and Administration
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) Barb Berkenpas
Title Purchasing-AP Supervisor
Date



McLeod Treatment Programs, Inc.

P.O. Box 364

Hutchinson, MN 55350

(320) 587-9790 * (320) 587-3767 fax

email: mtprules@mcleodtreatmentprograms.org

For Referrals: 1-877-684-2471

October 14, 2015

Ms. Jennifer Hauser
McLeod County Public Health Nursing Services
1805 Ford Ave. NW
Glencoe, MN 55336

Dear Ms. Hauser;

Enclosed is the 2016 Registered Nursing Services agreement between McLeod County Public Health Nursing Services and McLeod Treatment Programs, Inc. It was approved by MTP Board of Directors on October 14, 2015.

I have enclosed the original 2016 Registered Nursing Services Contract Document with the hourly rate remaining the same for 2016 as it was in 2015 (\$44.00). Please review this contract and if you find it acceptable, please obtain signatures from the McLeod County Representatives listed. Please send the original copy of this document back to me with all the signatures. Please contact me if you have questions. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Susan A. Devereaux', is written over a light blue horizontal line.

Susan A. Devereaux
Executive Director
McLeod Treatment Programs, Inc.

Enc.

2016
Contract for Registered Nursing Services
McLeod Treatment Programs

McLeod Treatment Programs and McLeod County Public Health Nursing hereby enter into this agreement to provide health care services to McLeod Treatment Programs (MTP) from January 1, 2016 to December 31, 2016 in accordance with the conditions outlined below:

A. Responsibilities of McLeod County Public Health Nursing:

1. McLeod County Public Health Nursing shall have on file documentation of credentials, current licensure, and satisfaction of qualifications of Registered Nurses.
2. McLeod County Public Health Nursing shall have on file proof of professional liability insurance coverage and shall disclose this information to MTP upon request.
3. Fulfill all requirements of MN Statute 144.057 (applicant background study).
4. Adhere to all MN Statutes regarding Maltreatment to Minors, Vulnerable Adults, and Mandatory Reporting Laws.
5. Provide MTP with protocol to contact the nurse for medication consultation and training.
6. Provide consultation and review of each MTP program's administration of medications at least monthly (average 2-4 hrs/wk) including a) review of medication procedures and policies; b) medication problems including errors and refusals; c) monitoring medication effects, side effects, contraindications; d) medication storage and inventory procedures; e) medication verification procedures; f) medication disposal procedures (the RN Contractor will be responsible for proper disposal of medications); g) documentation procedures and h) staff consultation. The RN Contractor will conduct an on-site consultation and review at each facility as agreed upon by MTP and RN Contractor.
7. The following will be reviewed by the RN Contractor at least annually: a) standing orders (in conjunction with the MTP Contracted Medical Consultant); b) MTP medication administration policy and necessary revisions including RN Contractor signature on policy.
8. Nurse(s) will communicate the need for specific supply items to MTP Program Manager.
9. Nurses will refer non-nursing problems, which have not already been addressed by others, to the appropriate resources.
10. Health Service policies shall be abided by in all respects, including written consent for data privacy, consent for medical treatment, and consent for release of information.
11. Nurses will make recommendations regarding special dietary and exercise needs of residents depending on their medical condition (diabetic diet, exercise, food allergies, or food contraindications) as requested.
12. Nurse(s) will prepare written documentation to Program Manager on weekly consultation content, hours of service, and questions/concerns.
13. Provide medication administration training to all MTP staff (1-2 times per year as MTP needs dictate for 4 hours each) and one-two (1 hour) medication refresher courses and provide certificates of completion to each MTP staff member attending.
14. Provide blood borne pathogens/infectious diseases training to all McLeod Treatment Programs, Inc. staff (1-2 times per year for 1.5 hours) and provide certificates of completion to each MTP staff member attending.
15. Provide child passenger safety training to all McLeod Treatment Programs, Inc. staff (1-2 times per year for 3 hours) and provide certificates of completion to each MTP staff member attending.
16. With prior approval of MTP management, offer health teaching to staff as need arises (diabetic instruction, nutrition, medication side effects, etc.).

17. Provide MTP management with training protocol 1 week prior to training.
18. Registered nurses of McLeod County Public Health Nursing Service will attend training on the procedures of MTP. It is the responsibility of MTP to provide this training.
19. Keep all information gained as a result of contact with MTP, residents or staff confidential and private.
20. Provide services within budget of \$7524.00. This budget for 2016 includes cost for medication consultation and review (\$6864.00) and medication administration, blood borne pathogens/infectious diseases and child passenger safety training (\$660.00).
21. Submit a detailed billing by the 10th day of each month for services provided the previous month.

B. Expectations of McLeod Treatment Programs:

1. Provide a private area of the residence to keep records and supplies.
2. Provide staff with necessary and appropriate equipment to perform their duties such as scale, stethoscope, sphygmomanometer, thermoscan thermometer, and usual and customary first aid equipment (tongue blades, alcohol wipes, tweezers, band aids, 1st aid cream, etc.), blood borne pathogen equipment with safety storage area.
3. MTP staff will be available to assist the nurse(s) and will maintain a safe work environment for the nurse(s).
4. Have available to the nurse any past history or records of residents that are relevant to his mental/medical health.
5. Have parent/guardian-sign the appropriate releases for access to information and medical consent.
6. MTP staff will be responsible for administering all medication and will communicate with the nurse(s) any medication that a resident is receiving and inform the nurse(s) of medication changes on a weekly basis.
7. MTP staff shall be responsible for following through on a recommendation or for making an arrangement in the event that a referral is made by the nurse. Findings should be communicated back to the nurse and documented on the resident's record.
8. MTP staff is responsible for providing transportation in the event that a referral is made.
9. MTP will have available to staff a Medical Consultant for consultation.
10. Provide educational opportunities, which will expand knowledge of nurses especially in the MTP population.
11. Provide administrative supervision and evaluation of RN contract services.
12. Inform McLeod County Public Health Nursing of any changes in licensure or policy that may affect RN Contractors services and contract.
13. Monitor and evaluate RN Contract budget, not to exceed \$7524.00 for 2016.
14. Reimburse the registered nurse at \$44.00 per hour for all services.
15. Remit contract fee within 30 days of receipt of the billing.
16. MTP will provide training to nurses of McLeod County Public Health Nursing Services in the procedures of MTP that pertain to medical concerns, release of information procedures, and parental contact.

- 17. McLeod Treatment Program, Inc. provides assurances to the Public Health Nursing service that it will comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - * Appropriately safeguarded
 - * Any misuse of IIHI will be reported to the Public Health Nursing Service
 - * Secure satisfactory assurances from any subcontractor
 - * Grant individual clients/parents/legal guardians access and ability to amend their IIHI
 - * Make available an accounting of disclosures: release applicable records to the Department of Health or Department of Human Services if requested and
 - * Upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

C. Joint Responsibilities of Nursing and MTP:

- 1. Plan and coordinate health problems and concerns of all parties, including what may be feasible for resident's health care.
- 2. Jointly evaluate the services provided annually.

D. Terms of Contract:

- 1. This contract shall be effective on January 1, 2016 and shall remain in effect until December 31, 2016 or until canceled or terminated as provided herein.

E. Conditions of the parties' obligations:

- 1. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person to the other party. In the event of such a notice, Public Health Nursing shall be entitled to payment for services and duties satisfactory performed.
- 2. Sixty (60) days prior to the termination date specified in this agreement, MTP may evaluate the performance of the Nursing Services in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- 3. No claim for service furnished by the RN Contractors, not specifically provided in the agreement, will be allowed by MTP unless the service is approved in writing by MTP. Such approval shall be considered to be a modification of or addendum to the agreement

Approved as to Form and Execution:

Dated:

McLeod County Attorney

McLeod County Administrator

Chair-McLeod County Board

Director-McLeod County Public Health



Chair-McLeod Treatment Programs Board

10/14/15



Executive Director-McLeod Treatment Programs

10/14/2015



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
Hutchinson, MN 55350

Project SAP 043-599-040 [SAP 043-599-040 (43J22)] - Yacht Ave old L2501 Bridge Replacement
 Project SAP 043-599-039 [SAP 043-599-039 (43J19)] - Zane Ave old L2495 Bridge Replacment
 Project SAP 043-599-038 [SAP 043-599-038 (43J21)] - Zane Ave old L2500 Bridge Replacement
 Project SAP 043-599-037 [SAP 043-599-037 (43J20)] - Walden Ave Old L2497 Bridge Replacement
 Contract Final Pay Request No. 3

Contractor: Midwest Contracting, LLC
 2948 271st Avenue
 Marshall, Mn 56258

Contract No. 9914
 Vendor No. 0023
 For Period: 1/8/2015 - 10/20/2015
 Warrant # _____ Date _____

Contract Amounts	
Original Contract	\$477,300.00
Contract Changes	\$8,016.00
Revised Contract	\$485,316.00

Funds Encumbered	
Original	\$477,300.00
Additional	N/A
Total	\$477,300.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-599-040 [SAP 043-599-040 (43J22)]	\$0.00	\$117,144.56	\$0.00	\$115,973.11	\$1,171.45	\$117,144.56
			Percent Retained: 0%			
SAP 043-599-039 [SAP 043-599-039 (43J19)]	\$0.00	\$119,823.70	\$0.00	\$118,625.46	\$1,198.24	\$119,823.70
			Percent Retained: 0%			
SAP 043-599-038 [SAP 043-599-038 (43J21)]	\$0.00	\$124,111.00	\$0.00	\$122,869.89	\$1,241.11	\$124,111.00
			Percent Retained: 0%			
SAP 043-599-037 [SAP 043-599-037 (43J20)]	\$0.00	\$102,578.00	\$0.00	\$101,552.22	\$1,025.78	\$102,578.00
			Percent Retained: 0%			
Contract 9914	\$0.00	\$463,657.26	\$0.00	\$459,020.68	\$4,636.58	\$463,657.26
			Percent Retained: 0%			
Amount Paid This Contract Final Pay Request					\$4,636.58	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Phillip Schulz
 County/City/Project Engineer
 Date 10/21/15

Approved By Midwest Contracting, LLC
Kim Boe
 Contractor - Kim Boe - Secretary/Treasurer
 Date November 2, 2015

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Contract Final Pay Request No. 3

Project No. SAP 043-599-040 [SAP 043-599-040 (43J22)], SAP 043-599-039 [SAP 043-599-039 (43J19)], SAP 043-599-038 [SAP 043-599-038 (43J21)], SAP 043-599-037 [SAP 043-599-037 (43J20)]

Contract Payment Summary

From Date	To Date	Work Certified Per Period	Amount Retained Per Period	Amount Paid Per Period	Amount Paid To Date
08/01/2014	09/25/2014	\$463,657.26	\$23,182.87	\$440,474.39	\$440,474.39
09/26/2014	01/07/2015	\$0.00	(\$18,546.29)	\$18,546.29	\$459,020.68
01/08/2015	10/20/2015	\$0.00	(\$4,636.58)	\$4,636.58	\$463,657.26
Totals:		\$463,657.26	\$0.00	\$463,657.26	

SAP 043-599-040 [SAP 043-599-040 (43J22)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$117,144.56	\$5,857.23	\$111,287.33
2	09/26/2014	01/07/2015	\$0.00	(\$4,685.78)	\$4,685.78
3	01/08/2015	10/20/2015	\$0.00	(\$1,171.45)	\$1,171.45
Totals:			\$117,144.56	\$0.00	\$117,144.56

SAP 043-599-039 [SAP 043-599-039 (43J19)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$119,823.70	\$5,991.19	\$113,832.51
2	09/26/2014	01/07/2015	\$0.00	(\$4,792.95)	\$4,792.95
3	01/08/2015	10/20/2015	\$0.00	(\$1,198.24)	\$1,198.24
Totals:			\$119,823.70	\$0.00	\$119,823.70

SAP 043-599-038 [SAP 043-599-038 (43J21)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$124,111.00	\$6,205.55	\$117,905.45
2	09/26/2014	01/07/2015	\$0.00	(\$4,964.44)	\$4,964.44
3	01/08/2015	10/20/2015	\$0.00	(\$1,241.11)	\$1,241.11
Totals:			\$124,111.00	\$0.00	\$124,111.00

SAP 043-599-037 [SAP 043-599-037 (43J20)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$102,578.00	\$5,128.90	\$97,449.10
2	09/26/2014	01/07/2015	\$0.00	(\$4,103.12)	\$4,103.12
3	01/08/2015	10/20/2015	\$0.00	(\$1,025.78)	\$1,025.78
Totals:			\$102,578.00	\$0.00	\$102,578.00

MCLEOD COUNTY HIGHWAY DEPARTMENT
1400 Adams Street SE
Hutchinson, MN 55350
Contract Final Pay Request No. 3

Project No. SAP 043-599-040 [SAP 043-599-040 (43J22)], SAP 043-599-039 [SAP 043-599-039 (43J19)], SAP 043-599-038 [SAP 043-599-038 (43J21)], SAP 043-599-037 [SAP 043-599-037 (43J20)]

McLeod County Highway Department
Certificate of Final Contract Acceptance
Final Voucher No.: 3

Low S.P. No.: SAP 043-599-037

Contract No.: 9914

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 10/21/15 Signature *Phillip Selaf* County/City/Project Engineer 3

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$463,657.26 and agrees to the amount of \$4,636.58 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Midwest Contracting, LLC By *Kim Boe*
Kim Boe - Secretary/Treasurer

And _____ And _____
Lyon

State of Minnesota, ~~McLeod County~~ ~~McLeod County~~

On This 2nd Day November, 2015, Before me appeared Kim Boe To me known to

(Individual Acknowledgment)
be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as A free to act and deed
(Corporate Acknowledgment)
_____ And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the _____ and _____ of the _____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

_____ and said _____ and _____ acknowledged said instrument to be true and correct and that of said Corporation.

Notarial Seal

CHERYL A. MORETTER
Notary Public - Minnesota
My Commission Expires Jan 31, 2020

My Commission as Notary Public in Lyon County
Expires 1/31/20 Signature *Cheryl A. Moretter*

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

MCLEOD COUNTY HIGHWAY DEPARTMENT
1400 Adams Street SE
Hutchinson, MN 55350
Contract Final Pay Request No. 3

Project No. SAP 043-599-040 [SAP 043-599-040 (43J22)], SAP 043-599-039 [SAP 043-599-039 (43J19)], SAP 043-599-038 [SAP 043-599-038 (43J21)], SAP 043-599-037 [SAP 043-599-037 (43J20)]

**McLeod County Highway Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 9914
Contractor: 0023 - Midwest Contracting, LLC
Date Certified: 10/20/2015
Payment Number: 3

Whereas; Contract No. 9914 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the McLeod County Highway Department and authorize final payment as specified herein.

McLeod County Highway Department
State of Minnesota

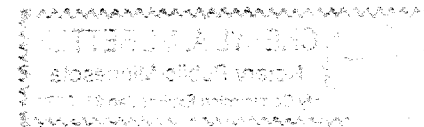
I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

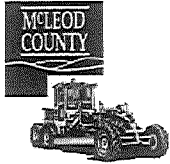
Dated this _____ day of _____, 20__

At _____, Minnesota

Signed By _____
County _____

(SEAL)





MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
Hutchinson, MN 55350

Project SAP 043-599-040 [SAP 043-599-040 (43J22)] - Yacht Ave old L2501 Bridge Replacement
Final Pay Request No. 3

Contractor: Midwest Contracting, LLC
2948 271st Avenue
Marshall, Mn 56258

Contract No. 9914
Vendor No. 0023
For Period: 1/8/2015 - 10/20/2015
Warrant # _____ Date _____

Contract Amounts	
Original Contract	\$114,110.00
Contract Changes	\$8,016.00
Revised Contract	\$122,126.00
Work Certified To Date	
Base Bid Items	\$109,128.56
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$8,016.00
Material On Hand	\$0.00
Total	\$117,144.56

Funds Encumbered	
Original	\$114,110.00
Additional	N/A
Total	\$114,110.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-599-040 [SAP 043-599-040 (43J22)]	\$0.00	\$117,144.56	\$0.00	\$115,973.11	\$1,171.45	\$117,144.56
				Percent Retained: 0%		
Amount Paid This Final Pay Request					\$1,171.45	

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-040 [SAP 043-599-040 (43J22)]
 Final Pay Request No. 3

SAP 043-599-040 [SAP 043-599-040 (43J22)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$117,144.56	\$5,857.23	\$111,287.33
2	09/26/2014	01/07/2015	\$0.00	(\$4,685.78)	\$4,685.78
3	01/08/2015	10/20/2015	\$0.00	(\$1,171.45)	\$1,171.45
Totals:			\$117,144.56	\$0.00	\$117,144.56

SAP 043-599-040 [SAP 043-599-040 (43J22)] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	101,050.56	0.00	100,040.05	1,010.51	101,050.56
002	16,094.00	0.00	15,933.06	160.94	16,094.00
Totals:		\$117,144.56	\$0.00	\$115,973.11	\$1,171.45

SAP 043-599-040 [SAP 043-599-040 (43J22)] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
9940	Local	100.00	10,000.00	7,880.00	10,000.00
9940-04	Town Bridge	1,071.45	112,126.00	106,230.00	107,144.56
Totals:		\$1,171.45	\$122,126.00	\$114,110.00	\$117,144.56

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-040 [SAP 043-599-040 (43J22)]
 Final Pay Request No. 3

SAP 043-599-040 [SAP 043-599-040 (43J22)] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base									
1	2021.501	MOBILIZATION	LUMP SUM	\$7,000.00	1	0	\$0.00	1	\$7,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$30.00	60	0	\$0.00	60	\$1,800.00
3	2105.601	APPROACH GRADING	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
4	2211.501	AGGREGATE BASE CLASS 5	TON	\$14.00	95	0	\$0.00	127	\$1,778.00
5	2412.511	10X8 PRECAST CONCRETE BOX CULVERT	LIN FT	\$750.00	66	0	\$0.00	66	\$49,500.00
6	2412.512	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$11,000.00	2	0	\$0.00	2	\$22,000.00
7	2451.503	GRANULAR BACKFILL (CV)	CU YD	\$19.00	220	0	\$0.00	220	\$4,180.00
8	2451.511	COARSE FILTER AGGREGATE (CV)	CU YD	\$42.00	325	0	\$0.00	250	\$10,500.00
9	2511.504	QUARRY RUN RIPRAP	TON	\$48.00	205	0	\$0.00	162.72	\$7,810.56
10	2557.603	TEMPORARY FENCE DESIGN SPECIAL	LIN FT	\$2.00	80	0	\$0.00	80	\$160.00
11	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,200.00	1	0	\$0.00	1	\$1,200.00
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.25	200	0	\$0.00	0	\$0.00
13	2575.555	TURF ESTABLISHMENT	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
Totals For Section Base:							\$0.00		\$109,128.56
Work Order 1 - Driveway Culverts									
14	2104.501	REMOVE PIPE CULVERTS	L F	\$9.60	160	0	\$0.00	160	\$1,536.00
15	2501.511	15" CS PIPE CULVERT	L F	\$27.00	240	0	\$0.00	240	\$6,480.00
Totals For Work Order 1 - Driveway Culverts:							\$0.00		\$8,016.00
Project Totals:							\$0.00		\$117,144.56

SAP 043-599-040 [SAP 043-599-040 (43J22)] Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	9/3/2014	Driveway Culvert Replacements adjacent to the box culvert construction.	\$8,016.00	\$8,016.00
Contract Change Totals:				\$8,016.00	\$8,016.00



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
 Hutchinson, MN 55350
 Project SAP 043-599-039 [SAP 043-599-039 (43J19)] - Zane Ave old L2495 Bridge Replacement
 Final Pay Request No. 3

Contractor: Midwest Contracting, LLC
 2948 271st Avenue
 Marshall, Mn 56258

Contract No. 9914
 Vendor No. 0023
 For Period: 1/8/2015 - 10/20/2015
 Warrant # _____ Date _____

Contract Amounts	
Original Contract	\$127,020.00
Contract Changes	\$0.00
Revised Contract	\$127,020.00

Funds Encumbered	
Original	\$127,020.00
Additional	N/A
Total	\$127,020.00

Work Certified To Date	
Base Bid Items	\$119,823.70
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$119,823.70

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-599-039 [SAP 043-599-039 (43J19)]	\$0.00	\$119,823.70	\$0.00	\$118,625.46	\$1,198.24	\$119,823.70
				Percent Retained: 0%		
Amount Paid This Final Pay Request					\$1,198.24	

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-039 [SAP 043-599-039 (43J19)]
 Final Pay Request No. 3

SAP 043-599-039 [SAP 043-599-039 (43J19)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$119,823.70	\$5,991.19	\$113,832.51
2	09/26/2014	01/07/2015	\$0.00	(\$4,792.95)	\$4,792.95
3	01/08/2015	10/20/2015	\$0.00	(\$1,198.24)	\$1,198.24
Totals:			\$119,823.70	\$0.00	\$119,823.70

SAP 043-599-039 [SAP 043-599-039 (43J19)] Funding Category Report

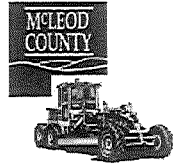
Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	112,403.70	0.00	111,279.66	1,124.04	112,403.70	
002	7,420.00	0.00	7,345.80	74.20	7,420.00	
Totals:		\$119,823.70	\$0.00	\$118,625.46	\$1,198.24	\$119,823.70

SAP 043-599-039 [SAP 043-599-039 (43J19)] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
9939	Local	74.20	8,230.00	8,230.00	7,420.00
9939-04	Town Bridge	1,124.04	118,790.00	118,790.00	112,403.70
Totals:		\$1,198.24	\$127,020.00	\$127,020.00	\$119,823.70

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-039 [SAP 043-599-039 (43J19)]
 Final Pay Request No. 3

SAP 043-599-039 [SAP 043-599-039 (43J19)] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base									
1	2021.501	MOBILIZATION	LUMP SUM	\$7,000.00	1	0	\$0.00	1	\$7,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$30.00	71	0	\$0.00	71	\$2,130.00
3	2105.601	APPROACH GRADING	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
4	2211.501	AGGREGATE BASE CLASS 5	TON	\$13.00	100	0	\$0.00	100	\$1,300.00
5	2412.511	10X8 PRECAST CONCRETE BOX CULVERT	LIN FT	\$750.00	74	0	\$0.00	74	\$55,500.00
6	2412.512	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$11,000.00	2	0	\$0.00	2	\$22,000.00
7	2451.503	GRANULAR BACKFILL (CV)	CU YD	\$14.00	295	0	\$0.00	153	\$2,142.00
8	2451.511	COARSE FILTER AGGREGATE (CV)	CU YD	\$50.00	350	0	\$0.00	252	\$12,600.00
9	2511.504	QUARRY RUN RIPRAP	TON	\$55.00	230	0	\$0.00	228.94	\$12,591.70
10	2557.603	TEMPORARY FENCE DESIGN SPECIAL	LIN FT	\$2.00	80	0	\$0.00	80	\$160.00
11	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,200.00	1	0	\$0.00	1	\$1,200.00
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.25	200	0	\$0.00	0	\$0.00
13	2575.555	TURF ESTABLISHMENT	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
Totals For Base:							\$0.00		\$119,823.70
Project Totals:							\$0.00		\$119,823.70



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
Hutchinson, MN 55350

Project SAP 043-599-038 [SAP 043-599-038 (43J21)] - Zane Ave old L2500 Bridge Replacement
Final Pay Request No. 3

Contractor: Midwest Contracting, LLC
2948 271st Avenue
Marshall, Mn 56258

Contract No. 9914
Vendor No. 0023
For Period: 1/8/2015 - 10/20/2015
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$130,185.00
Contract Changes	\$0.00
Revised Contract	\$130,185.00

Work Certified To Date

Base Bid Items	\$124,111.00
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$124,111.00

Funds Encumbered

Original	\$130,185.00
Additional	N/A
Total	\$130,185.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-599-038 [SAP 043-599-038 (43J21)]	\$0.00	\$124,111.00	\$0.00	\$122,869.89	\$1,241.11	\$124,111.00
				Percent Retained: 0%		
Amount Paid This Final Pay Request					\$1,241.11	

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-038 [SAP 043-599-038 (43J21)]
 Final Pay Request No. 3

SAP 043-599-038 [SAP 043-599-038 (43J21)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$124,111.00	\$6,205.55	\$117,905.45
2	09/26/2014	01/07/2015	\$0.00	(\$4,964.44)	\$4,964.44
3	01/08/2015	10/20/2015	\$0.00	(\$1,241.11)	\$1,241.11
Totals:			\$124,111.00	\$0.00	\$124,111.00

SAP 043-599-038 [SAP 043-599-038 (43J21)] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	115,145.00	0.00	113,993.55	1,151.45	115,145.00	
002	8,966.00	0.00	8,876.34	89.66	8,966.00	
Totals:		\$124,111.00	\$0.00	\$122,869.89	\$1,241.11	\$124,111.00

SAP 043-599-038 [SAP 043-599-038 (43J21)] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
9938	Local	89.66	9,160.00	9,160.00	8,966.00
9938-04	Town Bridge	1,151.45	121,025.00	121,025.00	115,145.00
Totals:		\$1,241.11	\$130,185.00	\$130,185.00	\$124,111.00

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-038 [SAP 043-599-038 (43J21)]
 Final Pay Request No. 3

SAP 043-599-038 [SAP 043-599-038 (43J21)] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base									
1	2021.501	MOBILIZATION	LUMP SUM	\$7,000.00	1	0	\$0.00	1	\$7,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$30.00	60	0	\$0.00	60	\$1,800.00
3	2105.601	APPROACH GRADING	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
4	2211.501	AGGREGATE BASE CLASS 5	TON	\$14.00	105	0	\$0.00	109	\$1,526.00
5	2412.511	10X7 PRECAST CONCRETE BOX CULVERT	LIN FT	\$715.00	88	0	\$0.00	88	\$62,920.00
6	2412.512	10X7 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$12,000.00	2	0	\$0.00	2	\$24,000.00
7	2451.503	GRANULAR BACKFILL (CV)	CU YD	\$19.00	315	0	\$0.00	315	\$5,985.00
8	2451.511	COARSE FILTER AGGREGATE (CV)	CU YD	\$42.00	380	0	\$0.00	240	\$10,080.00
9	2511.504	QUARRY RUN RIPRAP	TON	\$48.00	130	0	\$0.00	130	\$6,240.00
10	2557.603	TEMPORARY FENCE DESIGN SPECIAL	LIN FT	\$2.00	80	0	\$0.00	80	\$160.00
11	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,200.00	1	0	\$0.00	1	\$1,200.00
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.25	200	0	\$0.00	0	\$0.00
13	2575.555	TURF ESTABLISHMENT	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
Totals For Base:							\$0.00		\$124,111.00
Project Totals:							\$0.00		\$124,111.00



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
Hutchinson, MN 55350

Project SAP 043-599-037 [SAP 043-599-037 (43J20)] - Walden Ave Old L2497 Bridge Replacement
Final Pay Request No. 3

Contractor: Midwest Contracting, LLC
2948 271st Avenue
Marshall, Mn 56258

Contract No. 9914
Vendor No. 0023
For Period: 1/8/2015 - 10/20/2015
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$105,985.00
Contract Changes	\$0.00
Revised Contract	\$105,985.00

Work Certified To Date

Base Bid Items	\$102,578.00
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$102,578.00

Funds Encumbered

Original	\$105,985.00
Additional	N/A
Total	\$105,985.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-599-037 [SAP 043-599-037 (43J20)]	\$0.00	\$102,578.00	\$0.00	\$101,552.22	\$1,025.78	\$102,578.00
				Percent Retained: 0%		
Amount Paid This Final Pay Request					\$1,025.78	

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-037 [SAP 043-599-037 (43J20)]
 Final Pay Request No. 3

SAP 043-599-037 [SAP 043-599-037 (43J20)] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/01/2014	09/25/2014	\$102,578.00	\$5,128.90	\$97,449.10
2	09/26/2014	01/07/2015	\$0.00	(\$4,103.12)	\$4,103.12
3	01/08/2015	10/20/2015	\$0.00	(\$1,025.78)	\$1,025.78
Totals:			\$102,578.00	\$0.00	\$102,578.00

SAP 043-599-037 [SAP 043-599-037 (43J20)] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	96,435.00	0.00	95,470.65	964.35	96,435.00	
002	6,143.00	0.00	6,081.57	61.43	6,143.00	
Totals:		\$102,578.00	\$0.00	\$101,552.22	\$1,025.78	\$102,578.00

SAP 043-599-037 [SAP 043-599-037 (43J20)] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
9937	Local	61.43	6,250.00	6,250.00	6,143.00
9937-04	Town Bridge	964.35	99,735.00	99,735.00	96,435.00
Totals:		\$1,025.78	\$105,985.00	\$105,985.00	\$102,578.00

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SAP 043-599-037 [SAP 043-599-037 (43J20)]
 Final Pay Request No. 3

SAP 043-599-037 [SAP 043-599-037 (43J20)] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base									
1	2021.501	MOBILIZATION	LUMP SUM	\$7,000.00	1	0	\$0.00	1	\$7,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$30.00	42	0	\$0.00	42	\$1,260.00
3	2105.601	APPROACH GRADING	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
4	2211.501	AGGREGATE BASE CLASS 5	TON	\$13.00	90	0	\$0.00	101	\$1,313.00
5	2412.511	10X8 PRECAST CONCRETE BOX CULVERT	LIN FT	\$750.00	56	0	\$0.00	56	\$42,000.00
6	2412.512	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$11,000.00	2	0	\$0.00	2	\$22,000.00
7	2451.503	GRANULAR BACKFILL (CV)	CU YD	\$14.00	180	0	\$0.00	180	\$2,520.00
8	2451.511	COARSE FILTER AGGREGATE (CV)	CU YD	\$50.00	290	0	\$0.00	224	\$11,200.00
9	2511.504	QUARRY RUN RIPRAP	TON	\$55.00	195	0	\$0.00	195	\$10,725.00
10	2557.603	TEMPORARY FENCE DESIGN SPECIAL	LIN FT	\$2.00	80	0	\$0.00	80	\$160.00
11	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,200.00	1	0	\$0.00	1	\$1,200.00
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.25	200	0	\$0.00	0	\$0.00
13	2575.555	TURF ESTABLISHMENT	LUMP SUM	\$1,600.00	1	0	\$0.00	1	\$1,600.00
Totals For Base:							\$0.00		\$102,578.00
Project Totals:							\$0.00		\$102,578.00

October 14, 2015

ProposalQTB028500

Mr. Russell Fellbaum
McLeod County Highway Department
1400 Adams Street SE
Hutchinson, MN 55350

Re: Proposal for Soil Borings
Highway Reconstruction and Realignment
CSAH 3 and CSAH 15
Glencoe, Minnesota

Dear Mr. Fellbaum:

Braun Intertec Corporation respectfully submits this proposal to complete Soil Borings for the proposed reconstruction and realignment of sections of CSAH 3 and CSAH 15, north of Glencoe, Minnesota.

Our Understanding of Project

Per the Request for Proposal, the project will include reconstructing and realigning 4.2 miles of CSAH 3, northeast of Glencoe and approximately 2.1 miles of CSAH 15 (Falcon Avenue North), north of Glencoe.

Purpose

The purpose of our soil Borings will be to characterize subsurface geologic conditions at selected exploration locations and provide this information for your design and construction of the roadways.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on the plans you provided, it appears that 32 of the borings will be within the existing roadways and 18 of the borings will be off the road, in realignment areas. We plan to use a truck-mounted drill rig for the borings on the road and an all terrain drill rig for the borings off the roads.

We will provide traffic warning signs during our drilling but have assumed McLeod County will provide flag personnel if necessary. We can also provide flaggers at additional cost, if necessary.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references

appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 50 standard penetration test borings for the project, extending them each to a depth of 5 feet. Standard penetration tests will be performed continuously to a depth of about 5 feet.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the borings.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. As requested, we have budgeted to perform three (3) R-value tests and three (3) Proctor tests.

Reporting

Data obtained from the borings and laboratory tests will be summarized in a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.

An electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Additional Services

If borings must be extended beyond their intended termination depths, we will charge an additional \$20 per lineal foot beyond the originally intended termination depth.

Cost

We will furnish the services described in this proposal for a lump sum fee of **\$18,680**. A breakdown of the proposed fees is provided in the table below.

Service	Fee
Drilling Services	13,020
Staking, Utility Clearance and CADD	1,490
Geotechnical Soil Test	1,800
Engineering, Report Compilation, Coordination	2,370
Total	\$18,680

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately 2 to 3 weeks of written authorization; the field exploration will take a week to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately 5 to 6 weeks of authorization of services.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, EIT
Staff Engineer



Steve A. Thayer, PE
Associate Principal/Senior Engineer

Attachments:
General Conditions (9/1/13)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Section 1: Our Agreement

1.1 Our agreement (“Agreement”) with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing.

We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.6 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

October 12, 2015

Mr. Russell Fellbaum
McLeod County Highway Department
1400 Adams Street SE
Hutchinson, MN 55350

Re: Proposal for Geotechnical Exploration
Various Highway Projects
McLeod County, Minnesota

Dear Mr. Fellbaum:

On behalf of American Engineering Testing, Inc. (AET), we are pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a schedule of our services, and an estimate of our fees.

Project Information:

Specific project details have not been provided to us; however, we understand that McLeod County is in the process of designing three highway construction projects:

1. CSAH 3 (from CSAH 1 to CSAH 9)
2. CSAH 3 (from CSAH 9 to East County Line)
3. CSAH 15 (from TH7 to CSAH 22)

These are grading projects with only slight realignments from existing roadways.

Scope of Services:

Field Exploration

You have requested that we drill a total of 50 borings for this project (41 roadway borings and 9 pond borings). Each boring is to be drilled to a minimum depth of 5 feet. We will drill the borings to this depth, or to refusal whichever comes first. If we encounter refusal, we will contact you to discuss whether a boring off-set or rock coring is required.

We will stake the boring locations based on GPS coordinates that you will provide; however, we request that your surveyor obtain the ground surface elevations at the borings.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private lines. If there are private utilities on the site, it may be necessary to contact a private locating company, and these companies charge for their services. We have not included a fee in this proposal for retaining a private locator. If this is found to be necessary, we will pass this fee along to you at cost, in addition to our fee for the geotechnical exploration.



We will drill the borings with a truck- or ATV-mounted drill rig. We assume that you will have access agreements with any private land owners, and that you will compensate the owner for any site restoration work or compensation for crop damaged required. We have not included a fee for site restoration or crop damage compensation in our cost estimate. Nor have we made any allowance in our fee estimate for snow plowing or tree clearing to access the boring locations. We request that you also make the initial contact with the land owner. We will then contact the landowner with our schedule for drilling. We also assume that we can access the property through drivable access points, and that we can temporarily park our drill rig and low-boy transport at the site while we perform the field work.

We will drill the borings using either solid stem or hollow stem augers and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

Upon completion of drilling, we will backfill the boreholes to comply with the Minnesota Department of Health Regulations.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. As requested, our laboratory testing will include 3 Standard Proctor tests and 3 R-value tests. We also anticipate performing up to 3 Atterberg Limits tests and 9 organic content tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the MnDOT Triangular Classification and AASHTO Classification systems, and prepare the boring logs.

Engineering Report

We will prepare a report in which we will present the results of our subsurface exploration (boring logs), boring location diagram, and results of the laboratory testing. No engineering has been requested.

Fees:

For the scope of services defined above (50 borings, up to 435 feet of drilling, laboratory testing, data report) our estimated fee will be \$31,604. Our estimate includes 3 days of 2-person flaggers. If the County provides the flaggers, reduce our estimated cost by \$6,750.

In the event the scope of our services needs to be revised (for example, additional or deeper borings, rock coring, or additional laboratory testing), we will review such scope adjustments and the associated fees with you, and receive your approval before proceeding. Our fees will be in effect until December 31, 2015, after which they will be subjected to review and possible escalation.

Mr. Russell Fellbaum
McLeod County Highway Department
October 12, 2015
Page 3 of 3

Anticipated Schedule:

Based on our current workload, we anticipate beginning the borings about 2 weeks after being given formal authorization to proceed.

Environmental Concerns:

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified sites. This proposal does not cover an environmental assessment of the sites or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions:

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance:

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

If you have questions regarding this proposal, please contact us.

Sincerely,

American Engineering Testing, Inc.



Gregory R. Reuter, PE, PG, D.GE
Principal Engineer

Acceptance By:

Signature: _____

Printed Name: _____

Representing: _____

Date: _____

Enclosures:

2015 Geotechnical Fee Schedule
Service Agreement (3 pgs.)

I. Personnel Hourly Rates

A. Word Processing Specialist	64.00/hr.
B. Engr. or Env. Technician I	70.00/hr.
C. Engr. or Env. Technician II	83.00/hr.
D. Drill Technician/Geo Lab Technician	93.00/hr.
E. Senior Engineering Technician	99.00/hr.
F. Engineering Assistant	109.00/hr.
G. Engineer I/Geologist I	117.00/hr.
H. Engineer II/Geologist II/Sr. Engr. Assistant	134.00/hr.
I. Senior Engineer/Geologist	150.00/hr.
J. Principal Engineer/Geologist	179.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	0.75/mile
B. Auxiliary Truck Vehicle	1.00/mile
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile
D. Truck with Warning Sign/Crash Trailer	1.20/mile
E. 1-ton Truck with Drill Rig	1.20/mile
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile
G. CPT Truck Rig (20-ton push capacity)	1.60/mile
H. Tractor/Lowboy Trailer	1.80/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	70.00/hr.
2. Rotary Drill on 1½ to 2½-ton Truck	80.00/hr.
3. Rotary Drill on All-Terrain Vehicle	110.00/hr.
4. Portable, Non-rotary Rig	80.00/hr.
B. Auxiliary/Specialty Vehicle Rental	
1. Auxiliary Truck Vehicle	17.25/hr.
2. Truck with Warning Sign/Crash Trailer	28.00/hr.
3. Truck with Coring Equipment	44.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	143.00/hr.
2. Electronic Cone w/Computer	41.00/hr.
3. Soil Sampler	3.50/hr.
4. Water Sampler	20.00/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	320.00/day
2. Field Electrical Resistivity	235.00/day
3. Field Seismic Shear Wave (ReMi)	410.00/day
4. Inclinator Reading Equipment	330.00/day
5. Electronic Transducer Reading	170.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	135.00/day
b. HQ Wireline Packer	330.00/day
7. Borehole Pressuremeter	69.00/hr.
8. Iowa Borehole Shear Tester	335.00/day
9. Double Ring Infiltrometer	260.00/day
10. Photoionization Detector (PID)	115.00/day
11. GPS Mapping System	15.25/hr.
12. Pile Driving Analyzer (PDA)	740.00/day
13. Calibrated SPT Rod	200.00/day
14. Pile Integrity Test (PIT)	300.00/day
15. Portable Concrete Coring Equipment	45.00/hr.
16. Pavement Testing (includes truck)	
a. Falling Weight Deflectometer	138.00/hr.
b. Ground Penetrating Radar (GPR)	78.00/hr.
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	55.00/hr.
2. CAPWAP	30.00/hr.
3. AutoCAD or Microstation	25.00/hr.
4. Wave Equation (WEAP)	15.00/hr.

5. LPILE or GROUP	15.00/hr.
6. Slope Stability (ReSSA)	15.00/hr.
7. Stabilized Earth Slopes & Walls	15.00/hr.
8. Settlement (FoSSA)	15.00/hr.
9. SHAFT	15.00/hr.
F. Bit Wear- Rock Coring	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10.00/foot
b) HQ	12.00/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	17.00/foot
b) HQ	20.00/foot

IV. Laboratory Tests of Soil

A. Water Content	hourly
B. Dry Density (includes water content)	56.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	108.00/test
2. Liquid Limit or Plastic Limit Separately	93.00/test
D. Sieve Analysis (includes #200)	100.00/test
E. Hydrometer Analysis (sieve included)	195.00/test
F. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	990.00/test
2. Dry Out Curve (4 pts)	1225.00/test
G. Electrical Resistivity (ASTM:G57-Soil Box)	96.00/test
H. Corrosion/Concrete Attack Series*	225.00/series
I. Consolidation (up to 32 tsf)	
1. With P-e curves only	470.00/test
2. With P-e curves, time curves	590.00/test
J. Unconfined Compression (incl. wc/density)	92.00/test
K. Hand Penetrometer	10.00/test
L. Organic Content of Soil	62.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	290.00/test
N. R-value (Hveem Stabilometer)	388.00/test
O. California Bearing Ratio	
1. Granular	610.00/test
2. Cohesive	690.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	125.00/test
2. Modified	135.00/test

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

11.3 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.4 - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in

question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15- WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 16 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$75,000.**

SECTION 17 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



OFFICE 952.448.4630
800.448.4630
FAX 952.448.4676

510 N. CHESTNUT STREET
SUITE 200
CHASKA, MINNESOTA 55318

WWW.WILSONDEVELOPMENTSERVICES.COM

October 16, 2015

Mr. Phillip Schmalz
1400 Adams Street Southeast
Hutchinson, MN 55350

Re: Right of Way Services Proposal
CSAH 3 (Glencoe/Plato)
CSAH 15 (Silver Lake/Lester Prairie)

Dear Mr. Schmalz:

I am writing in response to your invitation to submit a professional services proposal to provide right of way acquisition and appraisal services for the reconstruction projects on CSAH 3 and CSAH 15.

Qualifications and Experience

Wilson Development Services, LLC ("WDS") is a thirty-four year old licensed, real estate brokerage providing a broad range of real estate services including acquisition and relocation services to public agencies and non-profits throughout Minnesota. WDS is owned and managed by Daniel H Wilson, who has been acquiring property under the Uniform Act for 46 years.

We have participated with McLeod County for multiple successful projects over the past years. The projects have provided us the opportunity to become familiar with McLeod County staff, policies and procedures. I believe we were able to demonstrate our knowledge of the public acquisition process and real estate expertise. Most importantly, we were able to demonstrate our ability to solve problems, deal with difficult circumstances, and reach fair and reasonable settlements.

WDS is on MnDOT's prequalification list for direct purchase, relocation and field title work. We are also on Hennepin County's and the City of Minneapolis' prequalification list for acquisition and relocation. WDS is staffed with four licensed realtors providing acquisition and relocation services throughout Minnesota.

Project Understanding

CSAH 3

This project includes two segments of roadway located northwest of Plato to the eastern McLeod county line. The parcels are a mix of large lot residential, agricultural residences, agricultural land and a cemetery totaling 36 parcels with acquisitions.

We have viewed online aerial and street view maps of the project area and understand buildings will not be located in the easements. Some of the residential homes appear to be located close to the road, trees will be affected and a large portion of wood horse fencing on two of the parcels. One parcel is presumed to be a waterway.

CSAH 15

This project is located east of Silver lake and south of Highway 7. The project area consists of 28 parcels of which one is owned by McLeod County and one by the McLeod County Regional Rail Authority. The remaining 26 parcels are split evenly between agricultural and residential properties. Some owners have multiple parcels.

Scope of Acquisition Services

It is the intent of this proposal to provide acquisition and coordinate appraisal consultant services to complete the right of way acquisition successfully. All work will be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This is the Federal Law adopted by Minnesota Statute 117.

Appraisals

WDS will coordinate with Foster Appraisals, Inc. for the acquisition appraisals. John D. Foster is an experienced, Mn/DOT prequalified right of way appraiser who previously provided review appraisal services for McLeod County. The estimated cost of real estate appraisals is \$2,500 per parcel.

Title work

Title work to be provided by McLeod County

Timing

We are committed to providing title and possession by January 2017 to the County. Please see attached Gantt charts allowing for a 90 day negotiating period and 30 day separation of the projects. The project schedule can be moved up if parcel sketches are available sooner. Any additional negotiating time is beneficial not only to reach agreements with unsettled parcels, but also to secure mortgage releases. Over half of the properties in the projects are residential with the anticipation that most have mortgages. A typical mortgage release for a large mortgage company can take up to 8 weeks to process.

Phase & Task Breakdown

CSAH 3 & 15

Permanent & Temporary Construction Easements

	Major Responsibility	2016												2017			
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
General																	
Project Management	County																
Monthly Project Management Status Meetings	Team																
Public Informational @ 60% Plans	County																
Pre-Acquisition																	
Parcel Sketches	County																
Title Certificates	County																
Informal call to Property Owner-Introduction	WDS																
Early Property Owner Notice (written)	WDS																
Field Title Investigation																	
Field Title Report	WDS																
Stake ROW	County																
Appraisals																	
Appraisal Complete	Foster																
Review Appraisal	TBD																
WDS Review Appraisal	WDS																
County Review/Authorize Offer	County																
Negotiations																	
Prepare and Present Written Offer	WDS																
Last Written Offer	County/WDS																
Prepare Documents	WDS / Atty																
Counter Offers & Admin. Settlements - Negotiations	WDS																
County Settlement Approval	County																
*Closing & Mortgage Releases, Record Documents	WDS																
Maintain File / Contact Log	WDS																
Condemnation																	
County Authorize Condemnation	County																
Title Certificates Update	Atty																
Quick Take Notice to Owners	Atty																
Hearing on Petition	Atty																
Title & Possession	Atty																
R/W Certificate #1 Review/Approval																	
Advertise Construction Project	County																
Award Projects	County																



**MCLEOD COUNTY HWY DEPT.
Project Bid Summary**

Project Name: HHS Parking Lot
Expansion

Contract No.: NA

Client: McLeod County

Proj No.: NA

Bid Opening: 11/10/15 @ 1:00 PM

Owner: McLeod County

Business Name	City	Total Base Bid	% of Estimate
Engineers Estimate		\$42,300.00	
Reiner Contracting, INC	Hutchinson, MN	\$32,067.00	-24.19%
Luedtke Contracting, LLC	Hutchinson, MN	\$34,650.00	-18.09%
Litzau Excavating, INC	Lester Prairie, MN	\$40,275.00	-4.79%
WM Mueller & Sons, INC	Hamburg, MN	\$42,345.00	0.11%
R & R Excavating	Hutchinson, MN	\$51,522.00	21.80%
Hjerpe Contracting, INC	Hutchinson, MN	\$61,470.00	45.32%
Duininck, INC	Prinsburg, MN	\$79,200.00	87.23%

McLeod County Highway Department

Project Bid Abstract

HHS Parking Lot Expansion

Quotes Due November 10th, 2015 - 1:00 PM

Item	Unit	Quantity	Engineers Estimate		Reiner Contracting		Luedtke Contracting		Litzau Excavating		WM Mueller & Sons		R & R Excavating		Hjerpe Contracting		Duininck	
			Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price
Common Excavation (EV)	CY	1,800	\$4.00	\$7,200.00	\$1.77	\$3,186.00	\$4.50	\$8,100.00	\$1.50	\$2,700.00	\$3.90	\$7,020.00	\$4.00	\$7,200.00	\$8.00	\$14,400.00	\$14.00	\$25,200.00
Subgrade Preparation	SY	2,700	\$2.00	\$5,400.00	\$1.00	\$2,700.00	\$1.50	\$4,050.00	\$1.85	\$4,995.00	\$1.00	\$2,700.00	\$1.96	\$5,292.00	\$1.75	\$4,725.00	\$2.50	\$6,750.00
Geotextile Fabric Type 5	SY	2,700	\$3.00	\$8,100.00	\$1.68	\$4,536.00	\$2.00	\$5,400.00	\$1.35	\$3,645.00	\$1.65	\$4,455.00	\$1.77	\$4,779.00	\$1.85	\$4,995.00	\$3.00	\$8,100.00
Granular Backfill (CV)	CY	1,350	\$15.00	\$20,250.00	\$13.60	\$18,360.00	\$10.00	\$13,500.00	\$19.50	\$26,325.00	\$17.20	\$23,220.00	\$23.43	\$31,630.50	\$22.00	\$29,700.00	\$21.00	\$28,350.00
Place Aggregate Surfacing (CV)	CY	450	\$3.00	\$1,350.00	\$7.30	\$3,285.00	\$8.00	\$3,600.00	\$5.80	\$2,610.00	\$11.00	\$4,950.00	\$5.89	\$2,650.50	\$17.00	\$7,650.00	\$24.00	\$10,800.00
Project Total				\$42,300.00		\$32,067.00		\$34,650.00		\$40,275.00		\$42,345.00		\$51,552.00		\$61,470.00		\$79,200.00
% of Estimate						-24.19%		-18.09%		-4.79%		0.11%		21.87%		45.32%		87.23%

- Luedtke Contracting quote only good for 2016 construction

SECTION ___ - SCHOOL CONFERENCE AND ACTIVITIES LEAVE

This policy conforms with Minnesota Statute 181.9412 (as amended) governing the use of leave for employees to attend school conference and activities for their child.

An employer must grant an employee leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during nonwork hours.

When the leave cannot be scheduled during nonwork hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the County.

If the employee's child receives child care services defined in Minnesota Statute 119B.011, subdivision 7 (as amended), or attends a prekindergarten regular or special education program, the employee may use the leave time provided in this section to attend a conference or activity related to the employee's child or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during nonwork hours.

This leave may be paid, using Vacation or Compensatory time, or may be unpaid, per Section 4.16 – Unpaid Time. **(The requirement of having a combined vacation and compensatory time balance of less than 40 hours does not pertain when taking Unpaid Leave for this purpose).** The use of this leave should be noted on the timesheet.

SECTION 5.2 – CELLULAR TELEPHONE

PURPOSE

To define the cell phone usage by employees to encourage the enhancement of communications while ensuring efficient, safe and high-quality customer service to the citizens of McLeod County.

PROCEDURE

The County Administrator and the Central Services Coordinator are authorized to enter into a contract with the County Board approved cell phone company for any new and existing service. The County Sheriff and Chief Deputy will contract and manage the cell phones for Law Enforcement. County contracts for cell phone service shall require monthly itemized statements of call usage.

The Department Head and County Administrator will determine which position(s) require a cell phone and whether the needs are best served through the allocation of a county-purchased cell phone or through a cell phone allowance based on a monthly tiered plan based on the following:

- a. Employee travels frequently on County business to remote areas.
- b. Employee frequently enters homes without telephone service.
- c. Employee frequently needs to maintain communication with Department while off-site.
- d. Employee is concerned for personal safety while conducting County business off-site.

COUNTY OWNED CELL PHONE

If it is determined that a County owned cell phone best serves their need, Central Services will determine the appropriate service to best fit the work related needs of the County including, but not limited to, coverage area and cost. Changes to existing service or purchase of new cell phones will be done by the Central Services Coordinator. The cell phone is the property of the County and shall be surrendered upon request.

Employees using County owned cell phones should limit the phone to business use. Incidental personal use is allowed in situations such as:

- i. An emergency;
- ii. The employee's work schedule requires working beyond the normal day and other parties need to be notified; and
- iii. Contact with family members is necessary to respond to family matters requiring immediate attention.
- iv. Other situations approved by the Department Head.

Excessive non-emergency personal use of County owned cell phone, including texting, may lead to disciplinary action and revocation of the cell phone. The employee must reimburse the County for any personal calls. The Department Head will be responsible for monitoring reimbursement of personal calls. Upon receipt of the monthly itemized statement, the employee shall copy and highlight personal minutes, total the personal charges and submit reimbursement to the County via the Auditor-Treasurer Office.

A texting plan will only be allowed on the County owned cell phones when authorized by the County Administrator and Central Services Coordinator. Only business related texting is allowed except for the incidental personal use as previously mentioned.

If a County owned cell phone or related equipment is damaged due to employee negligence the employee is responsible for the full cost of replacement of the phone or related equipment.

If a County owned cell phone or related equipment is lost or stolen, the employee must immediately notify their Department Head and/or Supervisor who then must immediately notify the Central Services Coordinator. The employee is responsible for the full cost of replacement of the phone or related equipment due to employee negligence.

If Central Services determines that a cell phone needs to be replaced, the old cell phone and related equipment must be returned.

County issued cell phones and related equipment must be returned to the County upon separation of employment. If the cell phone and related equipment is not returned to the County, the cost of the phone and related equipment will be deducted from the employee's final paycheck.

Any misuse of the cell phone will subject the employee to discipline procedures as contained in the McLeod County Personnel Policy or applicable labor agreements.

Misuse consists of, but is not limited to:

- a. Failure to reimburse the County for all emergency personal calls made with County cell phones.
- b. Making calls of a threatening, harassing or inappropriate nature.
- c. Making non-emergency personal calls.

EMPLOYEE OWNED CELL PHONES

Employees that have been designated to receive a cell phone allowance will receive a monthly allowance based on the following tier plan:

Tier 1	\$10.00/month	Average of 60 - 100 minutes work related use per month in a 6 month period
Tier 2	\$20.00/month	Average of over 100 minutes work related use per month in a 6 month period
Tier 3	\$50.00/month	Smartphone with data access

Employees receiving the allowance are responsible for:

1. Smartphone devices permitted as defined by the Acceptable Use for Computer and Network Systems section of the McLeod County Personnel Policy.
2. Providing proof of purchase/lease of cell service and work related usage at intervals to be determined by the Department Head.
3. Replacement or repair of the phone will normally be the responsibility of the employee. However, if the cell phone is lost or damaged as a direct result of the work environment, the Department Head with the County Administrator's approval may approve reimbursement to the employee.
4. Employees will make sure the cellular service is reliable in McLeod County.

The cell phone allowance is intended to cover most of the costs of the employee's cell phone expenses related to work duties. Initial purchase of the cell phone, accessory equipment, and activation fees will be the responsibility of the employee. The employee will pay any costs exceeding the amount of the cell

phone allowance to the cell phone service provider. No allowance will be paid when an employee is in an unpaid leave status or non- work status.

The cell phone allowance will be paid through the County payroll system as taxable income. The allowance will be divided and paid with the 1st and 2nd payroll periods of the month for the previous month's service.

DATA PRACTICES

All personal cell phone statements are considered private data. Billings associated with a County-purchased/leased cell phone are considered public data.

SUPERVISOR RESPONSIBILITY

Department Heads and/or Supervisors shall monitor the cell phone needs and usage for their staff and make appropriate decisions and authorizations based on this policy and what is in the best interest of the County. The County Administrator is responsible for making decisions when it involves exceptions, discrepancies or interpretations of this policy.

CELL PHONE USAGE IN VEHICLES

When driving a **County vehicle**, employees shall be aware that driving is their primary responsibility and cell phone usage is prohibited. Employees are required to pull off the road safely and be parked in a safe location before making or answering a call. The Sheriff's Office may promulgate supplemental policies which will supersede the application of this section to licensed law enforcement employees.

The exemption to this is a ruling from the Department of Transportation regarding hands-free devices. Commercial Motor Vehicle (CMV) drivers are allowed to use hands-free devices so long as that device does not require the driver to take their eyes off the road. The rule allows CMV drivers to initiate, answer or end a call by touching a single button on either the mobile devices or the headset.

CELL PHONE USAGE IN THE WORK PLACE

While at work employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of county issued cell phones. Non-work related excessive use of cell phones, during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are to use their personal phones before and after work and during break and lunch periods. Employees are required to keep phones on silent or vibrate mode while in County buildings. Incidental personal use outside of breaks and lunch periods is allowed in situations such as:

- i. An emergency;
- ii. The employee's work schedule requires working beyond the normal day and other parties need to be notified; and
- iii. Contact with family members is necessary to respond to family matters requiring immediate attention.
- iv. Other situations approved by the Department Head.

Deleted:

CELL PHONE ALLOWANCE AUTHORIZATION
(Use for Employee owned cell phone)

EMPLOYEE NAME: _____

DEPARTMENT: _____

Authorization relating to cell phone allowance to this employee as indicated below:

- Activate allowance payment @ \$10.00 per month (average of 60-100 minutes of work related usage per month)
- Activate allowance payment @ \$20.00 per month (average of over 100 minutes of work related usage per month)
- Activate allowance payment @ \$50.00 per month for smartphone usage
- Deactivate allowance payment. Deactivation date _____

Service Provider's Name: _____

Cell Phone #: _____

Allowance is intended to provide payment toward the cost of monthly service and associated taxes.

Employee Signature

Date

Department Head Signature

Date

Administration

Date

Return this completed form to the Auditor-Treasurer Office. A copy will be kept in your personnel file in the Auditor-Treasurer Office.

Please allow time for processing to coincide with payroll periods.

Payroll/Benefit Coordinator

Date

MCLEOD COUNTY CELL PHONE
ALLOWANCE AGREEMENT

I agree to the following regulations regarding the payment of a cell phone allowance to me:

1. I understand that I will be authorized a cell phone allowance to be used toward the costs of cell phone service to be used for McLeod County business purposes.
2. I understand that this allowance will be paid to me through payroll as taxable income.
3. I understand that I will be required to provide reliable cell phone service for all work related needs.
4. I agree to provide documentation to my department head as required to initiate and to continue my entitlement to the cell phone allowance.
5. I agree to monitor my work related usage and notify my Department Head if a tier change is necessary based on a 6 month average.
6. I understand my entitlement to the cell phone allowance ceases if I am in an unpaid leave status.
7. I understand my entitlement to the cell phone allowance ceases if I am in a non-working status (Ex: FMLA, work comp)
8. I understand the cell phone allowance will cease immediately upon my termination of employment, whether for retirement, voluntary or involuntary reasons. Should I terminate employment mid-month, I understand the allowance will be pro-rated.
9. I understand that any current or future obligation with the cell phone service provider is exclusively my responsibility without any liability to McLeod County.
10. I have read and will follow the McLeod County Cell Phone Usage Policy. Failure to comply with this agreement may result in cancellation of my entitlement to receipt of the cell phone allowance.

11. I understand that if I receive a cell phone allowance my cell phone number will be [published in the Outlook Address Book – Global Address List. \(with the exception of deputies, investigators, and sergeants in Sheriff Office\)](#)

Deleted: ¶

Employee Name (Print)

Employee Signature

Date

This document is to be retained by the Department Head/Supervisor.

SECTION 3.1 - EMPLOYEE PROBATIONARY PERIOD

Every person appointed, promoted, demoted, or transferred to a regular position, shall be required to successfully complete a probationary period. This probationary period shall begin immediately on the effective date of the said position and shall continue for one year. These probationary periods allow the employee to adjust to their new position and allow the department head or supervisor the opportunity to provide training and evaluate the abilities of the employee.

1. Probationary Period for New Employees

A one year probationary period shall be mandatory for all new employees. A new employee may be dismissed by the Department Head with or without cause during the probationary period. The employee so terminated shall be notified in writing of the decision and shall not have the right to file a grievance or otherwise appeal the decision unless eligible for a Veteran's hearing. If the dismissed employee feels that their Equal Employment Opportunity rights have been violated, the employee may appeal the dismissal to the County Board.

Unless the employee is dismissed during the probationary period, a probationary employee shall automatically attain regular employment status.

During the probationary period, a new employee shall accrue vacation and sick leave accruals but will not be eligible to use the accrued vacation until being employed for six months.

If employment is terminated for any reason during the probationary period, no vacation, accrued sick leave, or floating holiday shall be due the employee and no severance shall be paid to the employee.

2. Probationary Period for Employees Accepting a Transfer from One Department to Another

A six (6) month probationary period shall be mandatory for all employees accepting an inter-departmental transfer. If not a veteran, the employee may be dismissed by the new department head without cause during their probationary period. Such dismissal shall not be subject to the County grievance procedures. If the dismissed employee feels that their Equal Employment Opportunity rights have been violated, the employee may appeal the dismissal to the County Board. At the discretion of the previous Department Head, the employee may be returned to their previous position if that position is vacant.

Deleted: returned to their previous position or

Deleted: their supervisor or

An Employee accepting an inter-departmental transfer shall retain all aspects of regular employee status during their probationary period. Such an employee shall be allowed to use actual years of service for calculating vacation benefits.

3. Probationary Period for Employees Accepting Intra-Departmental Promotion

A six (6) month probationary period shall be mandatory for all employees accepting an intra-departmental promotion. If not a veteran, such employees may be demoted to their prior position without cause by the Department Head at any time during the probationary period. Such an employee shall retain all aspects of regular employee status during the probationary period.

SECTION 4.2 – VACATION

Vacation benefits shall be granted to regular full and part-time employees only. Regular part-time employees shall accrue vacation time on a pro-rated accrual based on hours worked. Emergency employees, temporary and seasonal employees shall not receive vacation benefits. (Employees hired to work 14 hours per week or no more than 67 shifts in a year shall not accrue vacation).

No employee shall be permitted to cash in vacation hours while also being compensated for regular hours worked. When an employee is not working because of illness or injury and has exhausted all sick leave, the employee may, at the discretion of the Department Head, be permitted to use the employee's vacation benefit in lieu of sick leave.

Vacation credits for full and part-time employees shall be earned according to the following schedule and shall be calculated from the employee's date of hire:

<u>Length of Employment</u>	<u>Hours Per Year</u>	<u>Days Per Year</u>
Start - 5 Years	96	12
More than 5 Years - 10 Years	120	15
More than 10 Years - 15 Years	144	18
More than 15 Years	176	22

The employee's hire date will be used in computing the vacation accrual earned.

The maximum number of accumulated vacation hours for a regular full-time employee shall not exceed 240 hours at the end of any payroll period or 192 hours as of the last day of the last full payroll period of the year.

No vacation may be taken during the first six (6) months of employment. Employees, are eligible to take accumulated earned vacation anytime thereafter with the approval of the Department Head.

Deleted: No vacation may be taken while an employee is on probation.

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Department Heads are responsible for scheduling vacation leaves for employees under their supervision. Department Heads shall take into consideration seasonal work load demands and the ability of the remaining staff to perform the work of the department. Vacations will be scheduled so as not to unduly disrupt the

normal operation of the department, while taking into account the employee's preferences for vacation periods. Department Heads shall have the discretion to deny vacation leave at any given time based upon the needs of the department.

If a regular full-time or part-time employee becomes ill or injured while on vacation, the employee's vacation shall be changed to sick leave for the period of the illness or injury, upon presenting a doctor's statement to the employee's Department Head which certifies the employee's inability to work due to illness or injury. Notice shall be given to the Department Head as soon as possible when the illness or injury occurs.

Use of vacation leave shall be in no less than quarter hour increments (i.e. 15 minutes equal .25 hours, etc).

An employee must have a positive vacation leave balance in order to take vacation time off. Vacation time off cannot be used in the pay period in which it is accrued.

Accumulated vacation leave may only be transferred from one employee to another pursuant to the Vacation Leave Donation Policy.

SECTION 4.7 – JURY/COURT DUTY

Jury Duty is considered a civic obligation. When served with a notice of jury duty, the employee shall furnish their supervisor with a copy of the notice. Employees called for jury duty shall receive their regular compensation and other benefits. Any compensation other than for expenses shall be remitted to the County Auditor - Treasurer within ten (10) days following receipt by the employee. Employees shall return to their regular duties if released from jury duty during their scheduled hours of work.

When determining if fees will be paid, State Statues will be followed in the case of previous employees being subpoenaed to appear in court because of a prior work related requirement.

Application of this policy to those employees who are not full-time will be determined on an individual basis.

SECTION 2.5 - INSURANCE BENEFITS

Certain insurance benefits are a part of an employee's compensation package. Insurance benefits will start the first day of the month following 30 days of employment with McLeod County for a new hire working 30 or more hours per week and an employee making a permanent increase to their schedule to 30 or more hours per week.

An employee may use Vacation Accrual or Compensatory Time Accruals after their last working day of employment to extend their paid time until the end of that current month.

An employee must be in a paid status through the 15th of the month in order to receive the full month of County Contribution. The County Contribution and Insurance costs will be pro-rated for those on leave or ending employment if not in a paid status through the 15th of the month and wanting to carry insurance for the current month. The employee must sign a waiver if he/she is not in a paid status through the 15th of the month and does not want to carry coverage for the current month.

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HEALTH INSURANCE

McLeod County will choose and provide health insurance for elected officials and regular employees who annually average 30 or more hours per week and will pay a monthly contribution set by the County Board. Regular employees working less than 30 hours per week, temporary and seasonal employees shall not be eligible for health insurance benefits. For full details on health insurance coverage, contact the County Administrator.

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All former McLeod County employees and the employee's dependents may continue to participate indefinitely in the County sponsored hospital, medical and dental insurance group that the employee participated in immediately before retirement at the employee's own expense, under the conditions outlined in Minnesota Statute 471.61, subd. 2a, as amended.

LIFE INSURANCE

McLeod County will purchase a set amount of life Insurance authorized by the County Board for all elected officials and regular employees who are scheduled for 30 or more hours per week. County contribution for life insurance policy shall be in accordance with the County's insurance policy. Eligible employees may purchase extra personal, spouse, and dependent coverage through the County at their own expense.

SECTION 2.2 - OVERTIME COMPENSATION

Overtime compensation shall be paid when appropriate.

Non-Exempt Employees - All work hours in excess of 40 hours per week by non-exempt employees shall be eligible for overtime compensation at a rate of one and a half times the normal rate of pay. In lieu of overtime compensation, non-exempt employees may accrue compensatory time at the rate of one and a half times the regular rate of pay. The total available balance of accrued compensatory time shall not exceed 30 hours.

~~Part-time non-exempt employees shall accrue hour for hour compensatory time for hours worked between their regular hours and 40 hours per week.~~

All work which qualifies as overtime shall have prior approval by the affected Department Head. The use of compensatory time shall be scheduled through the affected Department Head.

For Information Technology Staff when called during non-scheduled hours to respond to an emergency, they will receive overtime compensation rounded to the nearest hour.

Exempt Employees - Exempt employees, as determined by the Federal Fair Labor Standards Act (FLSA), shall be entitled to compensatory time at straight time. Department Heads may approve accrual of compensatory time for emergency or necessary work performed beyond 40 hours per week. The total available balance shall not exceed 30 hours and is not included in severance pay. Compensatory time usage is subject to Department Head's approval.

~~Part-time exempt employees shall accrue hour for hour compensatory time for hours worked between their regular hours and 40 hours per week.~~

For both Exempt and Non-exempt Employees, holidays will be considered time worked when calculating compensatory time or overtime compensation. Hours paid but not worked including the Floating Holiday, Vacation, Sick Leave and Compensatory Time shall not be included in the calculation of 40 hours per week for purposes of computing eligibility for overtime compensation or the accrual of compensatory time.

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**SECTION 1.4 – RESPECTFUL WORKPLACE POLICY,
GENERAL STATEMENT OF POLICY**

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The County acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

It shall be a violation of this policy for any employee, agent, officer, commissioner or other elected official of the County to engage in offensive or harassing verbal or physical conduct of a sexual nature or to inflict, threaten to inflict, or attempt to inflict sexual violence or violence based on race, color, creed, national origin, gender, religion, disability, age, status with regard to public assistance, marital status or sexual orientation towards any County employee, officer, agent, or member of the public seeking public services or accommodations from the County.

The County’s policy also protects employees from offensive conduct, harassment, and violence by vendors, third-parties, and the general public. An employee may request that a supervisor intervene when a customer/vendor is abusive, or they may defuse the situation themselves, including ending the contact. If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Violence is a physical act of aggression, assault or force or the threat thereof. Any violence or threat for any reason (except defense of self or other, or, in the case of law enforcement and correctional staff, force as authorized by department policy) is expressly prohibited. This policy sets a zero tolerance for violence in any form and violence for any reason (except as noted above) is prohibited and will not be tolerated in the workplace.

The County will act to investigate all complaints, either formal or informal, verbal or written, of offensive, harassing or violent conduct based on the protected classes listed above.

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Deleted: McLeod County will maintain an environment that is free from offensive conduct, harassment and violence based on the protected classes of race, color, creed, national origin, gender, religion, disability, age, marital status, familial status or status with regard to public assistance or sexual orientation.

Deleted: In such case, the employee subject to the conduct should follow the procedures outlined in this policy.

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II. OFFENSIVE CONDUCT, HARASSMENT AND VIOLENCE DEFINED

Offensive conduct/harassment for all the protected classes listed previously includes:

- 1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, public service or public accommodations;
- 2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public services or public accommodations or;
- 3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or use of public services or public accommodations or creating an intimidating, hostile or offensive employment, public service or public accommodation environment.

The following list will serve to further define some types of offensive conduct or harassment:

A. Sexual/ Gender Based Offensive Conduct or Harassment: Definition.

Sexual/Gender based offensive conduct/harassment includes unwelcome physical or verbal conduct relating to an individual's gender or directed at an individual because of gender; unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual or gender biased nature: Examples of sexual/gender harassment may include but are not limited to:

- i. unwelcome verbal remarks, jokes or innuendoes of a sexual nature or based upon gender;
- ii. unwelcome pressure for sexual activity;
- iii. unwelcome, sexually motivated touching or inappropriate patting, pinching, or other physical contact;

- iv. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats, promises, or preferential treatment with regard to an individual's employment or access to public services or public accommodations;
- v. distribution or display of written materials, pictures or other graphics of a sexual or gender biased nature;

B. Sexual Violence: Definition:

Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts including the genital area, groin, inner thigh, buttocks or breasts, as well as the clothing covering these areas.

Sexual violence may include, but is not limited to:

1. touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
2. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
3. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another;
4. Assault upon another because of, or in a manner reasonably related to, gender.

C. Racial/Color/National Origin Violence: Definition.

Racial/Color/National Origin violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race, color, or national origin.

D. Religious or Creed-Based Violence: Definition.

Religious or creed-based violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

E. Marital Status Based Offensive Conduct/Harassment and Marital Status Bias: Definition:

“Marital status” means whether a person is single, married, remarried, divorced, separated or a surviving spouse, and in employment cases includes protection against discrimination on the basis of the identity, situation, actions or beliefs of a spouse or former spouse.

F. Status With Regard to Public Assistance Based Offensive Conduct/Harassment and Bias: Definition.

“Status with regard to public assistance” means the condition of being a recipient of federal, state or local assistance.

G. Sexual Orientation Based Offensive Conduct/Harassment and Bias: Definition

“Sexual Orientation” means having or being perceived as having an emotional, physical or sexual attachment to another person without regard to the sex of that person or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include physical or sexual attachment to children by an adult.

H. Sexual Orientation Based Violence: Definition.

Sexual orientation violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, that individual’s actual or perceived sexual orientation.

I. Assault: Definition. Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the County, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor, Department Head or Human Resources.

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III: APPLICABILITY

Offensive conduct, harassment or bias may occur (this list includes but is not limited to):

1. Between a supervisor and an employee;
2. Between co-employees;
3. Between an employee or supervisor and a member of the public seeking to obtain or use public services/ accommodations;

4. Between a commissioner or other elected official and an employee or member of the public receiving or seeking public services/accommodations;
5. Against an employee or supervisor by a vendor;
6. Between an agent of the county and an employee, supervisor, elected official or member of the public.

IV. REPORTING PROCEDURES

Any person who believes he or she has been the victim of offensive conduct of a sexual nature, sexual harassment or harassment or bias based on race, color, creed, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation by an employee, agent, official, commissioner or other elected official of the County, or any person with knowledge or belief of conduct which may constitute such harassment or bias toward an employee, official or member of the public seeking or receiving public services or accommodations, shall report the alleged conduct immediately to an appropriate County official designated by this policy in parts IVA and IVB below.

The County encourages the reporting party or complainant to use the report form available from the County Administrator's office or available from the department head of any County department, but verbal reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the County Human Rights Officer.

A. In Each County Department

1. The department head of each department is the person responsible for receiving verbal or written reports of all types of offensive conduct, harassment and bias described in Section II, at the department level.
2. Any supervisory employee, whether or not the person is a department head, who receives a formal or informal, verbal or written report of harassment, bias or violence as defined in this policy, or who otherwise becomes aware of harassment, bias or

violence as defined in this policy, shall inform the department head immediately without screening or investigating any report, unless the department head is involved in the alleged harassment, bias or violence. In the event that the department head is involved, or it is otherwise deemed by the supervisory employee to be inappropriate to report to the department head, the report shall be made directly to the County Human Rights Officer or Alternative Human Rights Officer as described below. Failure of a supervisory employee to forward such a report to the appropriate party shall be grounds for discipline, including immediate discharge of employment.

3. Upon receipt of a report, the department head must notify the County Human Rights Officer immediately, without screening or investigating the report. The department head may request, but may not insist upon, a written complaint by the complainant. A written statement of the facts alleged will be forwarded as soon as practicable by the department head to the Human Rights Officer. If the report was given verbally, the department head shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the department head, including immediate termination from employment.
4. If the complaint involves the department head, the complaint shall be made or filed directly with the County Human Rights Officer by the reporting party or complainant.

B. County-wide.

1. The County Board, or designee, hereby designates the McLeod County Administrator, 830 11th Street East, Suite 110, Glencoe, MN 55336, 320-864-1324, as the County Human Rights Officer to receive reports of sexual harassment and of offensive conduct, harassment and violence based on race, color, creed, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation.

2. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the Alternative Human Rights Officer, who is the County Attorney, McLeod County, 830 11th Street East, Suite 112, Glencoe, MN 55336, 320-864-1265.

3. The County shall conspicuously post the name of the Human Rights Officer and Alternative Human Rights Officer, including mailing address and telephone number.

C. Submission of a good faith complaint or report of offensive or harassing conduct of a sexual nature or offensive conduct, harassment, bias or violence based on race, color, creed, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation shall not affect the reporter's future employment or access to public services or public accommodations.

D. The County will process complaints made under this policy as discreetly as possible, consistent with the County's legal obligations and the necessity to investigate allegations of discriminatory harassment and violence and take disciplinary action when the conduct has occurred. A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

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V. INVESTIGATION

A. By authority of the County Board, the Human Rights Officer or Alternative Human Rights Officer, upon receipt of a report or complaint of offensive or harassing conduct of a sexual nature or offensive conduct, harassment, bias or violence based on race, color, creed, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation, shall undertake or authorize an investigation. The investigation may be conducted by County officials or by a third-party designated by the County Board.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the County should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and the surrounding circumstances.
- D. In addition, the County Board may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.
- E. The County Human Rights Officer shall make a written report to the County Attorney. If the complaint involves the Attorney, the report may be filed directly with the County Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. COUNTY ACTION

- A. The County Board will take such action as appropriate based on the results of the investigation. In the event that the investigation establishes that a violation of this policy has occurred, disciplinary action may be taken.
- B. Consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et. seq., the results of the County's investigation will be made available to the complainant.

VII. REPRISAL

The County will discipline (up to and including termination) or take appropriate action against any employee, officer, commissioner, agent or

other elected official, or other person, who retaliates against any person who reports alleged harassment, bias or violence under this policy or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment, bias or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. DISCIPLINE

Any county action taken against an individual pursuant to this policy shall be consistent with the requirements of:

- A. Applicable Collective Bargaining Agreements;
- B. County Policies;
- C. State and Federal Law.

The County Board, or designee, will take such disciplinary action it deems necessary and appropriate, including warning, suspension, immediate discharge or other appropriate action to end discriminatory harassment and violence and prevent its recurrence.

IX. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each County building in areas accessible to employees and members of the public.
- B. This policy shall be distributed to all employees upon its adoption and to all new employees upon hire.

**MCLEOD COUNTY RESPECTFUL WORKPLACE VIOLATION
REPORT FORM**

McLeod County maintains a policy to provide a work environment free from offensive conduct, harassment and violence. Offensive conduct, harassment and violence in any manner or form will not be tolerated. The County encourages the reporting of incidents and will actively investigate as well as take appropriate action on all reports.

YOUR NAME:

ADDRESS:

TELEPHONE NUMBER:

NAME OF PERSON YOU BELIEVE HARASSED YOU:

LIST OF ANY WITNESSES WHO WERE PRESENT:

LOCATION(S) WHERE INCIDENT(S) OCCURRED:

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HARASSMENT AND VIOLENCE
INCIDENT

Describe the incident(s) as completely as possible, including such things as: What force, if any was used; verbal statements (e.g., threats, requests, demands, etc.); what, if any physical contact was involved; what you did to avoid the situation; etc. (use reverse side if necessary)

I hereby certify that the information I have provided in this form or as an attachment to this form is true, correct and complete to the best of my knowledge and belief.

Signature

Date

SECTION 4.8 - PERSONAL LEAVE

For justifiable reasons, the Department Head may, with the concurrence of County Administration, approve the absence of an employee without pay for up to 30 calendar days. Any absence of more than 30 days and less than one year must be approved in advance by the County Board. Where appropriate, the County Board will grant an official leave of absence in order to preserve the employee's status as a public employee and benefit rights under applicable retirement programs. The employee shall not accrue vacation, sick leave or other paid benefits during a personal leave. This leave is to be used after Vacation, Sick Leave and Comp Time balances are exhausted.

Health and life insurance will be continued during a personal leave of absence of 30 days or less with the employee being responsible for the same percentage of the premium costs as prior to the personal leave. Health and life insurance may be continued at the employee's expense during a personal leave of absence of more than 30 days.

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SECTION _____ - TELEWORKER POLICY

McLeod County recognizes the need to provide options to the normal work environment that utilize technology to enhance customer service, increase employee productivity, reduce the costs of office and parking space, and provide greater employment opportunity throughout the County.

To accomplish this, the County supports teleworking as an alternative work arrangement for County employees. The County's teleworking program is intended to be an innovative option that benefits the County, its citizens and employees. The Board reserves the right to end this as an employment option if it is found not to be beneficial to the County and/or its citizens.

DEFINITIONS

Teleworking: To work part of or all of the standard work week at a home-based office on a regularly scheduled basis.

Eligible Employees: Regular full-time or permanent part-time employees who have been approved for teleworking by their immediate supervisor and the department head.

Teleworking Agreement: A document that describes a specific alternative work site arrangement agreed to between the employee, the supervisor and the department head.

Mobile Worker: An employee who works off-site with technology but does not have a home-based office.

PURPOSE

This policy shall define the McLeod County teleworking program and the procedures under which it shall operate. It is intended to provide a general framework for County departments. All McLeod County departments are expected to comply with the following policy, recognizing that conditions or needs may exist that requires additional policies at the departmental level.

AUTHORITY

The McLeod County Board has sole authority to establish a teleworking program and its policies. The department head must inform the County Administrator of any approved teleworking situations, to include reasoning/conditions of the teleworking employee.

REMOTE ACCESS

Arrangements for secure remote access through an Information Technology (IT) approved secure connection shall be subject to review and approval by the IT Director (or their official designee) to assure the security and the integrity of the McLeod County computer network.

EMPLOYEE SELECTION AND ELIGIBILITY

The department head has authority to determine what job classifications meet the eligibility requirements for the teleworking option. Seniority will not be a determining factor.

Employee eligibility criteria for teleworking includes, but is not limited to:

- Is effective at working independently for extended periods.
- Is self-motivated (identifies tasks and begins and completes work independently).

- Demonstrates the ability to prioritize using critical thinking.
- Demonstrates good time-management skills by completing assignments on time.
- Reliably produces high-quality work.
- Productivity is at or above expectations.
- Job performance evaluations meet or exceed expectations.
- The employee has no pending corrective or disciplinary actions or any within the last 2 years.
- Computer skills are sufficient to work independently at an alternate worksite.
- Communicates information fully and timely with leadership, coworkers, support staff and customers.
- Demonstrates dependability and responsibility by meeting attendance standards (i.e. consistently and reliably shows up to work and is on time)
- Seldom needs to ask for assistance, but asks appropriate questions and gets feedback from supervisor or colleagues when needed.
- Absence from the office will not be detrimental to productivity or work quality of other employees.
- Work activities are portable and can be performed successfully outside the office.
- Is not on probation.
- Has a dedicated office space at home.
- Has reliable dependent care arrangements (if applicable).

JOB CHARACTERISTICS

- Most of the job tasks do not require frequent direct face-to-face contact with other employees.
- There are clearly defined tasks and deliverables.
- There are measurable work activities that can be monitored.
- There are established time frames and objectives to measure progress.
- The job can be performed without close supervision.
- The job does not require access to special equipment only available at the regular work site.

ONGOING DUTIES, OBLIGATIONS, RESPONSIBILITIES AND CONDITIONS

- Travel time to and from work is not considered work time. (Refer to County or department Mileage Reimbursement Policy).
- The teleworker is expected to perform at least at the Meets Expectations level for all performance standards on the Employee Performance Evaluation.
- If attendance or performance issues arise, the supervisor has the ability to terminate the teleworking agreement.
- Teleworking is not available to employees on probation or on a Performance Improvement Plan (PIP).
- If employment ends for a teleworker, all files and equipment must be returned prior to the teleworker's last day.
- Any violations of the teleworking agreement may result in the termination of teleworking and/or other disciplinary action.
- Repeated circumstances of technology issues may be a cause for termination of the teleworking agreement.
- Teleworking is not to be used in lieu of child care. Teleworkers may have dependents in the home during teleworking hours only if those dependents are self-sufficient or are being cared for by another person.
- The teleworker must not undertake other employment in the home during teleworking hours.

- If the teleworker is unable to perform the assigned duties from the off-site space due to equipment malfunction, power outage, damage to off-site workspace, or other similar situations, the Teleworker shall immediately advise their supervisor. The supervisor may assign other work duties, or assign the teleworker to report to the office.
- The teleworker must attend work meetings unless otherwise authorized by their supervisor. The supervisor may decide to call the teleworker in to the office for emergency meetings, or to have the teleworker participate via conference call.
- To ensure effective communication with in-office coworkers, the teleworker is expected to check both voice mail and email regularly, as determined by the supervisor.
- For those employees defined as teleworkers, there may be a scheduled site visit to the home office to ensure proper procedures are being followed, and to address any issues or questions the teleworker may have.
- All County Personnel Policies and union contract provisions (if applicable) apply to the teleworker.

OFFICE SETUP

- County-provided equipment, office supplies, and case files remain the property of the County and are to be used for work-related purposes only.
- The Teleworker's home address and telephone numbers are private information and are not to be given out without the expressed authorization of the teleworker. The Teleworker's home address and phone numbers may be used by the County as authorized by law.
- Since the teleworker's off-site workstation shall be considered an extension of the County workspace, the County's Worker's Compensation and Employer's Liability coverage shall continue to exist while the Teleworker is doing County business. The teleworker agrees to carry a homeowners/renters insurance policy for the duration of teleworking and provide a copy of the insurance certificate to the department head and to notify them when there are changes.
- No County or work related meetings shall be held at the teleworking site other than the supervisory site visits.

HARDWARE

- Hardware furnished by the County shall be in accordance with the Teleworking Agreement (Attachment A).
- The employee is responsible for the equipment and must immediately report any damages. They must take precautions to ensure all equipment integrity.
- Basic equipment that may be provided includes the laptop computer, aircard, docking station, mouse, second monitor, keyboard and phone. Additional equipment must be approved by the Department Head.

SOFTWARE

- The County shall provide all necessary software.
- The employee may not duplicate County software for personal use.
- The employee's supervisor shall work with the IT Department to maintain a record of County-owned software, hardware, and other property located at an alternate work location.

- No software may be run on County equipment that is not approved by the County IT Department. The County may inspect any County-owned equipment and its contents or any equipment used in telecommuting.
- The IT Department shall furnish anti-virus software for use by all teleworkers.

COPYRIGHT/INTELLECTUAL PROPERTY

- The use of software, data, and supplies provided by the County at the remote site is limited to authorized persons and for purposes related only to business for the County.
- All software, written documents, and other materials designed or developed by the employee on County time or with County equipment are considered the property of the County, whether it is on a County site or not.

FURNISHINGS

- The employee is responsible for all costs of maintaining a home office, including: electricity, internet costs, heating, property taxes, insurance and all other costs relating to the use of a home office.
- The employee shall provide all necessary office furniture.

DESIGNATED WORKPLACE

- The teleworker is responsible for establishing and maintaining adequate workspace at the home location.
- The workspace must accommodate equipment needed for work while teleworking.
- The space must be maintained in a safe condition, free from hazards and other dangers to the employee and to County property.
- County personnel may inspect the teleworking worksite at any time during regular work hours unless the employee has notified the agency that leave time is being taken.
- If the employee refuses to consent to the inspections the teleworking agreement may be terminated.
- The teleworker is responsible for initial setup of technology equipment after consultation with the IT Department.

WORK SCHEDULE

- The work schedule of the teleworker shall be agreed upon between the employee and the supervisor.
- The employee shall be expected to attend all assigned office meetings.
- Electronic calendars shall be kept up to date.
- Employees will complete a timesheet. Work hours, overtime compensation and vacation schedules shall conform to County policy and to terms otherwise agreed upon by employee / supervisor. The employee is eligible for overtime only if approved in advance by the Teleworker's supervisor.
- The supervisor may require the employee to provide documentation concerning arrangements for dependent care during scheduled work hours.
- If a teleworker is found to be unavailable during their scheduled hours, the Teleworking Agreement may be terminated.

SUPPLIES/INVENTORY/MANAGEMENT/EXPENSES

- The County shall provide the employee with the necessary supplies using normal office supply procurement procedures.
- Employees may not purchase supplies independently and seek reimbursement unless pre-authorized by their supervisor.
- Any teleworking expenses not specifically covered in this policy shall be addressed on a case-by-case basis between the employee and supervisor.
- The teleworker agrees that all County-owned property shall be returned to the County at the County's request.

LIABILITY

- An employee remains liable for injuries to third persons and/or members of their family on the employee's premises, including employee's remote workspace.
- An employee is covered by the County Worker's Compensation laws while in teleworking status and conducting County business. Any work injury that occurs must be reported to the supervisor immediately, using the County's standard injury reporting process.
- The employee's home is considered a work site only during scheduled working hours for purposes of Worker's Compensation.
- The County does not assume any liability for loss, damage or wear of employees owned equipment, furniture, etc. including: normal wear on home furnishings, any damage resulting from the installation of additional telephone lines, as well as any accidental damages due to the failure of the County equipment.
- The County is responsible for insuring County - owned equipment.
- The teleworker has the same responsibility for taking appropriate steps to minimize damage to County-owned property at the home site as at the office site.

DATA SECURITY

- Employees must follow the provisions of the Government Data Practices Act, HIPAA, and other data privacy legislation, and the McLeod County data privacy policies when working at any location. Failure to comply may result in the loss of computer use privileges, cancellation of teleworking privileges and/or disciplinary action up to and including termination of employment. Violations may also result in criminal or civil litigation.
- Employees must handle protected information in a secure and proper manner to ensure there is no unauthorized disclosure. Due care must be exercised when reading, discussing, displaying or otherwise exposing protected information in common areas or public places, including in the employee's or County vehicle.
- Users must manage records they create and maintain according to the appropriate records retention schedule and properly dispose of protected information according to record retention policies.

TECHNICAL SUPPORT

- The County shall bear responsibility for repairing County owned equipment. Teleworkers should report any problems to their Supervisor or Department Head in coordination with IT.

- The Department's expectations are that teleworkers are technically savvy to troubleshoot simple problems and if necessary, work through issues with the aid of the IT Department staff.
- If the teleworker is using a wireless router in their off-site office, the router must be secured (password protected).
- The teleworker can use their high speed internet at home but the County will not support this connection.
- As technology changes, there may be a need for further training. Before being deployed, new technology may require additional training.

TELEWORKING AGREEMENT

- The teleworker, supervisor, department head, Human Resources Director and County Administrator shall be required to sign a Teleworking Agreement setting out the terms and conditions of the agreed upon teleworking arrangement which is kept in their personnel file.
- The Teleworking Agreement must be discussed and renewed annually and whenever the teleworker changes positions. Because teleworking was selected as a feasible work option based on a combination of job characteristics, employee characteristics, and supervisor characteristics, a change in any one of these elements may require a review of the teleworking arrangement.
- The teleworker has no automatic right to telecommute and may be discontinued by either party at any time.
- Each Department Head shall evaluate the effectiveness of the telecommuting program 90 days after implementation with each enrolled employee. It will be reviewed annually at the time of the employee's annual Performance Evaluation. The evaluation should measure employee and manager satisfaction, and employee effectiveness.
- Teleworking may be rescinded at any time as required to meet the needs of the department.

McLEOD COUNTY TELEWORKWORKING AGREEMENT

ATTACHMENT A

Employee and Location Information

Employee Name: _____

Department: _____

Remote work location: Employee residence Other (specify)

Employee's teleworking work address:

Brief description of designated work space at remote work location:

Telecommuting Schedule

Equipment and Furnishings

McLeod County may provide the following equipment/services for purposes of teleworking:

1) _____

2) _____

3) _____

4) _____

5) _____

Conditions

Frequency and type of contact between the employee and their supervisor on teleworking days will be:

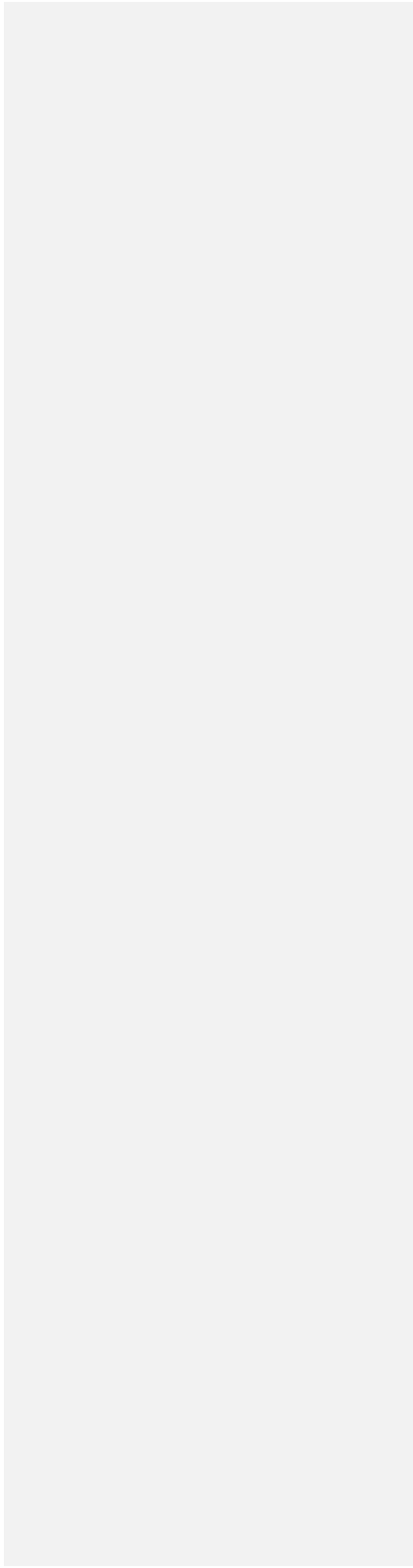
Conditions/expectations/performance measures agreed upon by the employee, supervisor and department head.

Human Resources Director

Date

County Administrator

Date



McLeod County Worksite Physical Activity Policy

Purpose and Goal:

The following policy is to encourage McLeod County employees to move throughout the day.

Regular physical activity provides for increased quality of life through improved endurance, strength, flexibility and balance, as well as reduced risk of chronic diseases, injury and perception of stress. The encouragement of getting physical activity throughout the day will lead to McLeod County employees living a healthier lifestyle.

This policy will strive to heighten the McLeod County wellness culture and putting into practice the McLeod County core wellness vision throughout the County system.

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Policy

This policy will encourage staff to:

- **Build physical activity breaks into meetings:** Examples include facilitated activities such as stretch breaks and icebreakers.
- **Identify physical activity opportunities:** Examples include the availability of a map with walking routes and local attractions; identification of recreational and exercise facilities; organization of walking groups, after-hours exercise programming and other group activities. When providing activities on County property an Exercise Waiver that has been approved by MCIT will be completed by the employee and will be kept on file by the Employee Wellness Coordinator. (See attachment).
- **Support schedules to allow physical activity:** An example is to include scheduled and/or facilitated stretch breaks integrated into meeting agendas.
- **Support the Sit for 60, Move for 3 guideline:** For employees that that have been sitting for 60 minutes, they are encouraged to get up and move for 3 minutes. (See attachment).
- **Provide encouragement from group leadership to engage in physical activity.**

This policy is designed for all employees benefit regardless of age, gender, language, ethnicity, ability or economic status. If a reasonable accommodation request is brought to McLeod County, it will work to provide an accommodation unless it would cause the employer undue hardship. Reasonable accommodation means a modification or adjustment that allows the employee to perform the job or enjoy equal benefits or privileges of employment as other employees.



McLeod County Exercise Program Waiver

I, _____ understand and agree that the exercise program taking place on McLeod County premises is a voluntary recreational program. I understand that I am not required to participate in the program and understand that any injury occurring during the recreational (exercise) activity will not be covered by the State of Minnesota or McLeod County's workers compensation coverage. I have no medical condition that precludes participation in this recreational program.

Dates of participation

Signature of Employee

Print Employee's name

If you have any questions regarding this release or the terms of this release, please contact the County Administrator, the Human Resources Director or a Wellness Committee representative immediately and do not participate in any recreational (exercise) activities sponsored by McLeod County.

SIT for 60, MOVE for 3 Guideline

Sitting too much can lead to:

- Increased body fat, waist size, blood pressure, blood sugary and triglycerides (blood fats).
- Decreased HDL (the "good" cholesterol).
- Increased risk of heart disease, type 2 diabetes, and obesity.

The “Sit for 60, Move for 3” (60 and 3 referring to minutes) guideline states that when employees have has been sitting for 60 minutes, they are encouraged to get up and move for 3 minutes. This guideline is used to encourage people to get out of the vehicle, off the chair, use stairs, and stretch and move.

Whether at their desk, driving or in meetings, many employees sit for long periods of time. This behavior contributes to circulatory problems, stiffness, and muscle aches that negatively affect health and productivity. This policy is used to remind people not to sit too long without stretching and moving around, as well as to support employees to increase their activity levels throughout the day.

Listed below are ways employees might use their 3 minutes per hour effectively:

- Move! Even small movements (swaying, rocking, stretching, fidgeting, or shifting your weight from side to side) can help.
- Think about your posture. Sit or stand relaxed, arms bent at elbows, hands level with your work surface or keyboard, looking only slightly down at your computer screen or work surface
- Stand during meetings.
- Stand while talking on the phone or to coworkers. .
- Stretch, stand, or walk on breaks.
- Go talk in person with a colleague instead of sending email or calling on the phone
- Use the stairs instead of the elevator or take the longer route to the restroom or lunchroom

It is suggested that for all meetings lasting more than 60 minutes, that a physical activity break of at least 3 minutes will be incorporated for every hour of sitting time. To ensure the physical activity guideline is put into action, designate one person at the beginning of meetings to be responsible for announcing the time for a physical activity break, just as you would designate a meeting facilitator or record keeper.

SECTION 3.6 - DRUG AND ALCOHOL-FREE WORKPLACE

McLeod County recognizes its responsibility to maintain a drug and alcohol-free workplace. The purpose of this policy is to set forth McLeod County's policy regarding alcohol and other drug use, including unlawful drug use or abuse in the workplace, and testing procedures.

PROHIBITIONS

- A. No employee shall report to work under the influence of alcohol, marijuana, controlled substances, or other drugs which affect his/her alertness, coordination, reaction, response, judgment, decision-making or safety.
- B. No employee shall operate, use or drive any work related equipment, machinery or vehicle while under the influence of alcohol, marijuana, controlled substances, or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in appropriate mental or physical condition to operate, use or drive work-related equipment.
- C. During work hours, while on McLeod County premises or wherever the County work is being performed, no employee shall use, manufacture, sell, possess or transfer any illegal drug, including marijuana, alcoholic beverages, or any prescription drug (except as medically prescribed and directed). Additionally, employees shall not participate in these activities during rest breaks or during overtime work. The following are exceptions:
 - Possession of alcohol, only, in his/her personal vehicle, but shall not use, sell, or consume alcohol while on County premises.
 - Possession of alcohol while being transported in a county vehicle in compliance with applicable statutory requirements.
 - Sheriff's officers may be exempted from those activities listed above as assigned in the performance of the job under such rules and regulations as the County Sheriff may impose.

- D. Engaging in off-duty sale, purchase, transfer, use, or possession of illegal drugs or controlled substances may have a negative effect on an employee's ability to perform work for McLeod County. In such circumstances, the employee is subject to discipline.
- E. When an employee is taking medically authorized drugs or other substances which may alter job performance, the employee is under an affirmative duty to notify the appropriate supervisor of the potential that his/her ability to perform his/her regular duties may be impaired. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse if job performance deterioration and/or other accidents occur.
- F. Department heads, or their designees, shall notify County Administration when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession at work or on County premises.

SEARCHES

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug and alcohol-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, desks and work stations and vehicles and equipment.

CONSEQUENCES

One of the goals of our drug and alcohol-free workplace program is to

encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be offered an opportunity to participate in rehabilitation. In these circumstances, an employee who fails to successfully complete rehabilitation and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

RETURN-TO-WORK AGREEMENTS

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

ASSISTANCE

McLeod County recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug and alcohol-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

CONFIDENTIALITY / DATA DISCLOSURE

All information received by the organization through the drug and alcohol-free workplace program is private or confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws, collective bargaining agreements and management policies.

SHARED RESPONSIBILITY

No employee shall report to work or be on call while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor/department head/County's responsibility to:

- Inform employees of the drug and alcohol-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program, as appropriate.
- Clearly state consequences of policy violations.

NOTIFICATION

As a condition of employment, employees will abide by the terms and conditions of this drug and alcohol-free policy and will notify their department head of any criminal drug **or alcohol** statute conviction for which a violation occurs **in the workplace** no later than five calendar days after such conviction. The organization will take appropriate action after notification. Federal contracting agencies will be notified when appropriate (typically within ten days).

DRUG/ALCOHOL TESTING

Any alcohol and/or other drug testing undertaken by the department shall be in accordance with Minnesota Statutes 181.950-957, or as amended, the

Minnesota Drug and Alcohol Testing in the Workplace Act. Individual departmental drug and alcohol testing policies must be in written form and must be reviewed by the County Administrator prior to implementation.

A. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR:

Any employee or job applicant of the County may be tested under the following circumstance:

1. Job Applicant – A job applicant may be requested or required to undergo drug and alcohol testing after a job offer has been conditionally made and before commencing employment in the position.
2. Treatment Program Testing – The County may test any employee referred by the County for chemical dependency treatment or evaluation at any time and without prior notice during the period of treatment or evaluation and for up to two (2) years following completion of any prescribed chemical dependency treatment or evaluation program in accordance with Minnesota Statutes 181.951, Subd. 6, or as amended.
3. Reasonable Suspicion Testing – No employee will be tested for drugs or alcohol under this policy without the person’s consent. If, however, the County asks an employee to undergo a drug and alcohol test and the employee refuses, the employee may be subject to disciplinary action.

The County may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee:

- a. Is under the influence of drugs or alcohol;
- b. Has violated the employer’s written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the employer’s premises or operating the employer’s vehicle, machinery, or equipment;
- c. Has sustained or caused another person to sustain a work related personal injury; or
- d. Has caused a work related accident or was operating

or helping to operate machinery, equipment, or vehicle involved in a work related accident.

B. CRITERIA FOR SELECTING TESTING LABORATORIES

The County, has contracted with a laboratory statutorily authorized to perform the drug and/or alcohol testing in accordance with Minnesota law.

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C. REFUSAL TO UNDERGO TESTING

1. Job Applicants - Job applicants may refuse to undergo drug testing. However, if a job applicant refuses to undergo drug or alcohol testing requested or required by the employer, no such test shall be given, and the job applicant shall be deemed to have withdrawn the application for consideration for employment.
2. Employees – Employees may refuse to undergo drug testing. However, if an employee refuses to undergo drug and alcohol testing carried out in conjunction with this policy the employee may be subject to discipline including, but not limited to, discharge.

D. TAMPERING WITH THE BLOOD OR URINE SAMPLE

If an employee tampers with his or her own urine or blood sample, or in any way deliberately causes a sample to be invalid, the employee may be subject to discipline including, but not limited to, discharge. In the case of this occurring with an applicant for employment, the offer for employment will be withdrawn.

E. FIRST FAILURE TO PASS DRUG AND ALCOHOL TESTING

Without evidence of any other misconduct, any employee who for the first time has a positive test result on a confirmatory test, will not be subject to discharge unless:

1. The County has given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug

or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the County after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and

2. The employee has either refused to participate in such a program or has failed to successfully complete the program within a reasonable time as evidenced by withdrawal or a positive test result on a confirmatory test after completion of the program.

**F. FAILURE TO PASS DRUG AND ALCOHOL TESTING
GENERALLY:**

1. Initial Screening Test (Employee) – The County will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive initial Screening Test that has not been verified by a Confirmatory Test. However, the County may temporarily suspend a tested Employee whose test results are positive or transfer the Employee to another position at the same rate of pay pending the outcome of a Confirmatory Test (and, if requested, a Confirmatory Retest) if the County believed it is necessary to protect the health or safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the outcome of the Confirmatory Retest is not positive. Requests for such a Retest must be made in writing within five (5) days of the employee's receipt of notice of the test results. An employee who receives a positive test result on a Confirmatory Test and does not request in writing a Confirmatory Retest within five (5) working days after notice of positive confirmatory test results, may be subject to discipline including, but not limited to, discharge subject to the provisions of this policy.
2. Initial Screening Test (Job Applicant) – The County will not withdraw a conditional offer of employment on the basis of a positive test result on a job applicant's Initial Screening Test. An Initial Screening Test must be verified

by a Confirmatory Test (and a Confirmatory Retest, if requested) before a conditional offer of employment can be withdrawn. A job applicant who receives a positive test result of a Confirmatory Test, fails or refuses a Confirmatory Retest, or does not request in writing a Confirmatory Retest within five (5) days after notice of a positive test result of a Confirmatory Test, may be refused employment and will be notified of the reasons for such refusal.

3. Confirmatory Test – Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, no action will be taken against the employee. If the Confirmatory Retest is positive, and if it is the first positive retest result for the employee, the employee will not be terminated if the employee elects to participate, at the employee's own expense, in a drug or alcohol treatment or rehabilitation program, whichever is appropriate. An employee who either refuses to participate in the treatment or rehabilitation program or who fails to successfully complete the treatment or rehabilitation program (as evidenced by withdrawal of the program before its completion or by a positive test result on a Confirmatory Test during or after completion of the program), may be subsequently discharged.

G. RIGHTS OF EMPLOYEE OR JOB APPLICANT

1. An employee or job applicant who receives a positive test result on a Confirmatory Test has the right to receive a copy of the test results report and, within three (3) working days of notice of the original positive Confirmatory Test result, to submit information to the County in addition to any information already submitted to explain that result, or within five (5) working days to notify the County in writing of the employee's intention to obtain a

- Confirmatory Retest of the original sample at the employee's or job applicant's own expense.
2. If the Confirmatory Retest is conducted in accordance with rules established by the Commissioner of the Minnesota Department of Health by a qualified laboratory, and if it is not positive, the County shall reimburse the employee or job applicant for the actual cost of the Confirmatory Retest and no adverse personnel action shall be taken against the employee or job applicant based on the original Confirmatory Test.

H. GENERAL TESTING PROCEDURES

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of the Minnesota Statutes 181.96 et. seq. When the County decides to test for drug or alcohol use the following procedures will apply:

1. Initial Screening Test
 - a. Acknowledgement. Before the Initial Screening Test, the employee or job applicant shall be informed of the County's testing policy and given a form on which the employee or job applicant can acknowledge being so informed. The form shall allow the employee or job applicant to indicate any medication (prescription, signed for, or over-the-counter) that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result. Medical information disclosed on the form shall not be used as the basis for any adverse personnel action.
 - b. If the Initial Screening Test produces a negative result, written notice of such result will be given to the individual who took the test within three (3) working days after the County receives the test result report. The employee or applicant will also be notified that they have the right to request and receive a copy of the test report. If the test result is a negative dilute, the individual shall be required to

take another test immediately.

- c. The testing laboratory will perform a Confirmatory Test on all Samples that produce a positive test result on the Initial Screening Test.

2. Confirmatory Test. If the Initial Screening Test produces a positive test result, a second test (known as the Confirmatory Test) will be conducted by the laboratory. If the Confirmatory Test is not positive, the County will send written notice of this fact to the employee or job applicant within three (3) working days after receiving the result.

If the Confirmatory Test produces a positive test result, the County will take the following steps:

- a. The County will send written notice of the positive test results to the employee or job applicant within three (3) working days after receiving it.
 - b. The employee or job applicant will be informed of the right to receive a copy of the test result.
 - c. The employee or job applicant will be told of the right to explain the positive result.
 - d. The employee or job applicant will be informed of the right to request a Confirmatory Test of the original sample at the employee's or job applicant's expense. The employee or job applicant has five (5) working days in which to notify the County of this request in writing.
3. Confirmatory Retest. After an employee or job applicant chooses to request a Confirmatory Retest, the employee or job applicant has five (5) working days within which to notify the County of this request in writing. Within three (3) days of the receipt of such request, the County will notify the original testing laboratory that it is to conduct a Confirmatory Retest or transfer the sample to another certified laboratory for retesting. If the Confirmatory Retest does not confirm the original positive test result, no adverse personnel action will be taken by the County. If the Confirmatory Retest is positive, the County may

withdraw its conditional offer of employment to a job applicant or terminate an employee if such employee chooses not to participate in a chemical dependency treatment or evaluation program.

I. DATA PRIVACY

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes, Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order. (See Minnesota Statutes 181.954, Subd. 3.)

J. OTHER MISCONDUCT

Nothing in this Policy limits the right of the County to discipline or discharge an employee on grounds other than a positive test result in a Confirmatory Test. For example, possession but not consumption of a controlled substance, the sale of a controlled substance on County premises, or conviction under any criminal drug statute for a violation occurring in the workplace, may by themselves, be grounds for discipline or discharge. Any County employee may be subject to discipline up to and including termination for violation of this Policy or any rules adopted by the County with respect to the manufacture, use, sale, or transfer of drugs and alcohol.

McLEOD COUNTY
DRUG TEST/BREATH ALCOHOL SCREENING ACKNOWLEDGEMENT
AND CONSENT FORM

The County of McLeod requires that any employee or job applicant complete this form before undergoing a test for drug or alcohol use.

I, _____ voluntarily authorize the collection (of my blood and/or urine) in such a manner as this authorized testing laboratory deems appropriate for drug or alcohol testing purposes. In addition, I authorize the County to receive the results of the test from the designated laboratory analyzing the sample(s).

I have been given and have seen a copy of the Drug and Alcohol Policy of the County and consent to be tested. I understand that the results of this testing may affect my employment status with the County.

I understand that in order to ensure accuracy in this screening, if I test positive for drug use, I have the right to indicate any and all of the prescription drugs or over-the-counter medications I have taken within the last sixty (60) days, as well as any other information relevant to the reliability of, or explanation for, a positive test result. I, therefore voluntarily provide that I am currently taking, or have taken within the last sixty-(60) days, the following drugs/medications: (write, "NONE" if applicable).

Signature _____ Date _____

Witness _____ Date _____

McLEOD COUNTY
DRUG SCREENING REFUSAL

I refuse to submit to a drug or alcohol test.

I have been given and have seen a copy of the Drug and Alcohol Policy of the County and understand that a refusal to submit to testing may disqualify me from consideration for employment or, if an employee, subject me to discipline including, but not limited to, discharge.

Signature _____ Date _____

Witness _____ Date _____

SECTION 3.2 - PERFORMANCE EVALUATIONS

It is the policy of the McLeod County Board that all employees have their performance reviewed by their supervisor and have an opportunity to discuss their performance with their supervisor. During an employee's performance evaluation, it will be the individual's total performance as related to the stated responsibilities of their positions that will be evaluated.

At the time of the supervisor's, and department head's pay increase, County Administration will conduct a review to ensure the Performance Evaluations of direct reports for the previous calendar year have been completed. If the evaluations have not been completed by December 15 of the current year, any increase will be suspended until they are up-to-date, at which time back-pay will be calculated and paid. (Exceptions due to such unforeseen circumstances as leaves of absences will be handled on a case-by- case basis).

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Performance evaluations shall be conducted at least annually. The following goals should be achieved during an employee's performance evaluation:

1. To determine how well an employee is performing in assigned areas of responsibility as outlined in the job description.
2. To stimulate improved performance and personal development on the part of each employee so as to achieve the highest possible level of excellence in service to the citizens of McLeod County.
3. To determine how the employee views his/her assigned responsibilities.

In addition to the annual performance evaluations, employees will also be evaluated under the following conditions:

1. At the completion of three months of service with the county
2. Prior to the completion of the six month probationary period for new employees and for employees promoted or transferred into a new position.
3. Any time an employee's performance has significantly improved or declined.
4. Any time the Department Head determines it is in the best interest of the employee and/or the County.

A copy of the completed evaluation shall be sent to Human Resources for inclusion in the employee's personnel folder.

SECTION 2.3 – REIMBURSABLE EXPENDITURES

This policy conforms with Minnesota Statutes 471.38, 471.96, subd. 1, and 471.97 (as amended) governing expenses incurred by employees and elected officials in the conduct of County business. This policy is designed to provide the basis for determining whether there is authority for County expenditure, the expenditure serves a public purpose, and if the expenditure is necessary and directly related to the business of the County. Reasonable expenses incurred by employees, on County business shall be reimbursed. Employees shall seek the most efficient means of transportation, lodging, meals or any other reimbursable expenditures.

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All Employee Expense reports must be submitted to the Auditor-Treasurer's Office within 60 days of the charge being incurred.

TRAVEL

- The McLeod County Board of Commissioners shall approve all travel costs through the annual budget
- All travel expenses require advanced approval of the Department Head, ensuring that funds are available to pay for all expenses that they approve
- All travel that is not budgeted requires advanced approval of the County Board.
- Out-of-state travel paid for by the County, not including travel to Fargo, shall be by Board approval, with the department justifying the need to go out state. Upon returning from the out-of-state conference or training, the individual shall give a report to the Board of what was learned or accomplished at this conference or training.

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BILLING

Whenever possible, employees will make travel and accommodation arrangements in advance using a County credit card. If that is not possible, those authorized travel expenses that are paid by the employee will be subject to reimbursement according to this policy upon approval of an employee expense report, including appropriate receipts.

MILEAGE REIMBURSEMENT

- Whenever possible, a County vehicle should be used for travel rather than the employee's personal vehicle and carpooling is encouraged
- Under no circumstances will an employee be reimbursed for travel from their residence to their place of employment and return travel
- The amount of compensation to be paid for mileage reimbursement shall be at the current rate set by the County Board of Commissioners
- Mileage reimbursement shall be paid for the most reasonable and shortest route either from home or work (Example: An employee living in Gaylord with their normal work site of Glencoe and traveling to a meeting in St Cloud would receive reimbursement from Glencoe to St Cloud round trip). Employee expense report must include the proper required details
- When two or more employees are traveling in one car, mileage reimbursement is made to one employee.
- While traveling for County business, incidental miles for personal use will not be reimbursed

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TIME CONSIDERATIONS

When an employee is required to attend a County approved work related training session or conference during regular working hours, the employee shall be compensated for travel time and for all hours of actual participation in the training session or conference, except meal periods, and rest or sleep periods. If an employee uses a County vehicle or car pools with another conference participant, actual travel compensation shall exclude mileage. Mileage and time recording should be consistent.

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Deleted: *Breakfast will be reimbursed after an overnight stay when no other meal is provided. (A continental breakfast should be utilized if offered.)¶
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Comment [S1]: Tax law is beyond the scope of our practice and we cannot comment on tax law issues. Has the County verified this with your Auditor.?

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Deleted: To qualify for these payments, employees shall submit an Employee Expense Report which states the purpose of the expense to their Supervisor/Department Head for approval and then forward it to the Auditor-Treasurer's Office for payment.

Deleted: A receipt from the entity which provided the meal must be attached to the expense report or no reimbursement will be made

MEAL ALLOWANCE

McLeod County will provide reimbursement for out-of County meal expenses when such expenses are necessarily incurred while conducting County business. The actual cost of meals, including tax, while traveling outside of the County will be reimbursed up to the daily amounts listed as follows:

Lunch: \$12.00 Dinner: \$ 14.00

- When overnight travel is involved, meals will be treated as an expense reimbursement. When no overnight travel is involved, meals will be treated as income subject to tax.

• Reimbursement for dinner may be claimed by the individual if they are away from their normal work location in a travel status overnight or required to remain in a travel status until after 7:00 p.m.

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• Individuals may claim reimbursement if they are not within the County boundaries during the regular scheduled lunch period.

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• When meals are part of a tuition or registration fee, no additional reimbursement request for such meals can be claimed.

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• Expenses for alcoholic beverages are not reimbursable and whenever possible not included with the food receipt.

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• Tips or gratuities are not reimbursable, except if included as part of a conference, seminar fee, tuition fee, or registration fee, and are not separately identified.

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• Meal expenses incurred must be paid directly by the employee. Each employee must submit their own receipt for reimbursement. County credit cards can be used to purchase employee meals only when accompanied by an overnight stay or with prior Board approval.

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• The reimbursement for out-of-County meals will occur only upon submittal of itemized receipts with the employee expense report. The receipt must be an original and must include the date and time of the meal, the name of the restaurant and an itemized food list.

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Deleted: All receipts for reimbursement must be submitted to the Auditor - Treasurer's Office within 60 days of the charge being incurred. The request must include the original receipt, and must include the date and time of the meal, the name of the restaurant and an itemized food listing

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No cash advances for meal expenses shall be issued to an employee

Deleted: MILEAGE EXPENSE¶
¶
The County will reimburse employees for the use of their private vehicles at a rate set by the McLeod County Board. Accurate records must be kept regarding points of origin and destination.

CONFERENCES/TRAINING

All conferences must be approved by the affected Department Head prior to registration. Attending a non-approved conference will be at the employee's expense. A copy of the Conference or Training Agenda must be included with the Expense Reimbursement Form.

MISCELLANEOUS REIMBURSEMENTS

- All requests for reimbursements for items such as office supplies, etc. must also be accompanied by a receipt and be approved by the Department Head/Supervisor.
- Car rental costs are eligible for reimbursement when necessary for business purposes and when a cab fare may exceed the cost of the car rental (original receipt required). Employees will not be reimbursed for the cost of car rental insurance.
- Lodging/hotel accommodations should be selected to receive the best value and shall be paid for employee's actual costs. If an employee's family member or any non-County employee accompanies a County employee on a County business trip, the employee may only claim up to the actual cost of single occupancy (original receipt required).
- Employees using personal vehicles are reimbursed on the actual expense for parking when parking is related to County business (original receipt required).

NO FREE TRAVEL THROUGH VENDORS

No employee involved with evaluation, recommendation or approval of County purchases shall accept free transportation or lodging from any person, firm or corporation where such transportation or lodging is for participation in vendor marketing activities or could be construed as a conflict of interest. Where such activities require use of the vendor's corporate transportation or lodging, fair value reimbursement by the County is required. Participation in such activities requires advance approval by the Board. This direction is not meant to limit participation, where appropriate, in vendor sponsored seminars and education related activities or in product marketing activities where automobile travel or a meal is provided.

Deleted: OUT-OF-STATE TRAVEL¶

¶ Any out-of-state travel by McLeod County staff for training or conferences requires prior approval by the McLeod County Board.

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SECTION 4.15 - VOLUNTARY VACATION LEAVE TRANSFER

The purpose of a voluntary vacation leave policy is to allow employees to transfer unused accrued vacation to another employee who has exhausted all their paid leave benefits including sick, vacation and compensatory time due to a medical emergency including a serious accident or illness of self or of an immediate family member limited to spouse, child, or parent.

A potential leave recipient must complete and submit a request form with written approval of the department head. A leave recipient may not be participating in any other disability program (i.e., Long Term Disability, Short Term Disability, PERA, Social Security, Worker's Compensation, etc.).

The potential leave recipient will also inform Human Resources and write a statement detailing the need for the vacation transfer request and stating to whom this request should be shared.

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The Department Head may require a physician's explanation of the medical emergency, including a brief description of the nature, severity and anticipated duration of the medical emergency; and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient.

If abuse is suspected, the Department Head may rescind the leave, at any time, by written notification to the employee.

Upon the donor's written, dated and signed request, payroll staff will deduct from the donor's balance the hours of vacation leave designated and credit those hours to the record of the receiver when the recipient has exhausted their own vacation, sick leave and compensatory time balance. All transfers will remain anonymous. Once a donor's request is submitted, it is irrevocable.

While employees are the recipient of vacation donations, vacation and sick leave shall accrue as though they were in regular pay status.

Leave must be donated in full hour increments. In any one calendar year, a leave donor may donate no more than a total of one-half of the amount of annual vacation leave he/she would be entitled to accrue during the year in which the donation is made.

A leave recipient may use vacation leave transferred to his/her vacation leave account only for the purpose of the medical emergency for which the leave was approved.

If a participating recipient resigns or is terminated while in the leave transfer program, they are no longer defined as a county employee and therefore no longer eligible to receive donations.

When the medical emergency affecting a leave recipient terminates, no further requests for transfer of vacation leave to the leave recipient may be granted for that medical emergency, and any unused transferred vacation leave remaining to the credit of the leave recipient shall be restored to the leave donors on a pro-rated basis.

An employee may not directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right such employee may have with respect to donating, receiving or using vacation leave under this plan.

DRAFT

SECTION _ - APPEARANCE POLICY

This policy is intended to promote and instill a level of professionalism while maintaining the public trust and promoting dignity and respect for those we serve, our co-workers and ourselves.

Employees are in the public's eye on a daily basis and impressions are formed in part by appearance. Appearance plays an important role in portraying the professionalism of our workforce and informs our customers, clients and the public that we are competent individuals who display stability, common sense, good character and excellent judgment.

Just as employees are expected to be professional in their verbal communications, they are expected to be professional about their non-verbal communications, including appearance, hygiene and grooming. This policy acknowledges the civil rights of our employees as well as cultural diversity and religious freedom issues.

APPEARANCE STANDARDS

These standards must be adhered to at all times when representing McLeod County, and includes work days, conferences, meetings, home visits, etc.

No appearance policy can cover all contingencies, so employees must exert a certain amount of judgment in their appearance at work or representing the County at outside events.

If an employee reports for work improperly dressed or groomed, the department head shall instruct the employee to return home to change or may take other appropriate corrective action. The employee will be required to use vacation or compensatory time during their time away from work.

WORK ATTIRE STANDARDS

For such formal activities such as court appearances, County Board meetings, or meetings with the public, professional dress or uniforms are mandatory.

When uniforms are either paid for or provided by the County, they shall be worn. Uniformed employees who choose to wear hats will wear uniform hats only when on duty. Uniforms, including hats, are not to be worn when off duty.

At the discretion of the Department Head, Casual Day (Casual Friday, Dress Down Day, etc.), may be permitted up to a maximum of one day per week. Blue jeans, in a clean condition and not frayed or torn may be worn on this day. The shirt/blouse should still be appropriate based on this policy. Appropriate stickers or signs should be posted giving notice of Casual Day.

Employees should dress appropriately for their position. Jobs involving physical labor may require a different standard of dress than office work.

Parks, Fairgrounds and Building Maintenance employees are allowed to wear shorts (not cut-offs) when not mowing, trimming or working with chemicals.

Employees that deal with unclean conditions (i.e. meth homes, etc) or where there is a possibility of contamination should wear haz mat suits and boot covers. (Refer to McLeod County Safety Policy.)

UNACCEPTABLE APPEARANCE

Appearance that is not acceptable at any time includes, but is not limited to:

1. Clothing that reveals cleavage, your back, your chest, your stomach or your undergarments.
2. Clothing that is wrinkled, torn, dirty or frayed.
3. Skirts and dresses that are shorter than 3 inches above the knee
4. Clothing that has words, terms or pictures that may be offensive to other employees, customers, or clients.
5. Midriff tops, jogging attire, halter-tops, strapless tops, spaghetti-strap tops (unless worn under a blazer), sweatshirts, and athletic t-shirts.
6. Blue jeans (except on Casual Day), sweatpants, exercise pants, shorts, bib overalls, leggings or spandex (unless accompanied by a dress, skirt or blouse/tunic of appropriate length), and flannel pants.
7. Athletic shoes, sneakers, slippers, beach flip flops, and crocs (unless able to prove there is a medical necessity).

In general, if unsure whether an article of clothing is appropriate, most likely it isn't. In other words, when it doubt, don't wear it.

JEWELRY, BODY ART, HAIR AND SCENTS

Jewelry should be in good taste with limited visible body piercings. Any article of clothing, body art, or jewelry that conflicts with the ability to

perform job function is not acceptable. Conflict with the ability to perform job functions is appearance that:

- poses a threat to the safety of self or others
- results in a productivity issue or the inability to perform a certain job task
- offends others on the basis of race, color, religion, sex, national origin, age, disability, marital status, citizenship, veteran status or any other characteristic protected by federal, state or local laws
- results in public complaints or reflects poorly on the County

Additionally, unnaturally colored hair including, but not limited to, green, blue and pink and extreme hairstyles do not present an appropriate professional appearance and are not acceptable.

Perfume, cologne, lotions, oils and aftershave should be used moderately or avoided altogether as some individuals may be sensitive to strong fragrances.

There is an expectation that employees will maintain proper hygiene, including neatly groomed hair, be clean and be free of odor.

SECTION 1.2 - RECRUITMENT AND SELECTION PROCESS

It is the policy of McLeod County to recruit and select qualified persons for positions in County service. Employees of the County shall be encouraged to advance their career through promotion or transfer. Recruitment shall be conducted in a manner to ensure open competition, provide equal employment opportunity and to prohibit discrimination. (McLeod County Social Services Department shall follow the hiring requirements of the Minnesota Merit System).

RECRUITMENT PROCESS

The Department Head shall contact Human Resources, detailing the personnel request, when there is a need to hire staff, including replacement or temporary hires. This request shall be presented to the Personnel Committee and a recommendation shall be made to the County Board.

Deleted: complete a Staffing Request Review Form

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After Board approval, the Human Resources Director shall work with the department to update and approve the job description, determine the appropriate advertising media and shall post according to collective bargaining agreements, if applicable. Advertising shall be done in a cost-effective manner as approved by the HR Director. Each item of advertising shall include the words “Equal Opportunity/Affirmative Action Employer.” Internal and external posting may be done simultaneously. The application deadline will be set at least 5 business days after the last advertisement is run.

All applicants for employment in McLeod County shall complete the McLeod County On-line Employment Application. Separate applications shall be submitted for each vacancy for which the applicant wants to be considered. Departments can also request resumes or other documentation be submitted.

SELECTION PROCESS

All applications shall be reviewed, rating them on a 100-point scale. This scale, called a Training & Experience Rating Form, allows the department to rank the applicants based on minimum and desired qualifications needed for the essential functions of the job. This scale should be developed before advertising for the position so that objective criteria is in place and shall be applied without influence from applications received. If the applicants meet the minimum qualifications, Veteran’s Preference points will be awarded per MS 197.447, or as amended.

All interviews are structured to provide the most objective assessment of each applicant's qualifications. The interviews will be conducted by the Department Head or designee and at least one other suitable interviewer. In addition to a verbal interview, skills testing may also be conducted on each of the applicants.

It shall be the hiring department's responsibility to conduct reference checks on the applicants.

Once the finalist is determined, County Administration/Human Resources will be contacted and a verbal conditional offer of employment can be made by the hiring department. Once the candidate has accepted, contact Human Resources as soon as possible. Human Resources will send out a letter stating the conditional offer of employment, the salary and start date and will include the Background Check Authorization form. Other applicants will be notified regarding that decision. (The County Administrator shall be conferred with in setting a beginning salary rate in the case of promotion, demotion or new hire that is above the minimum of the appropriate grade). Conditions of employment may include, but are not limited to, a background check, criminal records check, drug testing, physical examination and driving record check. Human Resources shall assist the hiring department with these requirements. A criminal background check shall be conducted on all finalists for employment, all volunteers, contracted personnel or those working at McLeod County through a temp service.

Once the Background Check results have been received, Human Resources will contact the hiring department to review the information and determine a start date. The department will notify the Payroll/Benefits Coordinator to schedule a primary orientation with the Payroll/Benefits Coordinator so that the new employee can complete employment forms and receive benefit information (if applicable). New employees will also attend a secondary orientation scheduled by Human Resources to receive information about various aspects of employment with the County, including computer and phone basics and OSHA/safety training.

The new employee will serve a probationary period, the length set by applicable personnel policy or union contract.

Personnel Committee

Tuesday, Nov 10, 2015

Lg Conf Room Room - North Complex

AGENDA

A. Discuss increase in hours for part-time staff in Public Health

Recommendations:

- 1. Hire full-time Public Health Nurse (grade 24). If no PHNs apply or are considered, hire full-time Registered Nurse (grade 22) . This position is for PrimeWest case management. This will be to fill a vacancy due to a current employee retiring Dec. 31, 2015.**
- 2. Hire full-time Public Health Nurse (grade 24). If no PHNs apply or are considered, hire full-time Registered Nurse (grade 22). This is a new position needed due to the new requirements of PrimeWest.**
- 3. Increase hours of current PHN from 28 to 40 due to PrimeWest case management workload. This would be an increase in total department hours.**
- 4. Decrease hours of current PHN from 40 to 32 in Family Health. (Decrease of 8 hours).**
- 5. Increase hours of current PHN in the Family Health Division from 28 to 40 (Increase of 12 hours, equal to decrease listed in #4 and reduction of 4 hours in filling vacancy in September.)**

B. Discuss Engineering Technician (grade 17) vacancy

Recommendation: Hire full-time Engineering Technician (grade 17) due to resignation.

C. Discuss Eligibility Worker (grade 15) vacancy

Recommendation: Hire full-time Eligibility Worker (grade 15) due to promotion.

D. Discuss personnel topic in Sheriff Office

No recommendation. Discussed future staffing needs

E. Discuss work based learning partnering with GSL school

Recommendation: Enter into agreement with Glencoe-Silver Lake School District for a Work Based Learning experience for 3 students to work in Solid Waste for 1.5 hours per day up to 4 days per week. GSL will provide transportation, a job coach and liability coverage. There is no cost to the County.

F. Discuss McLeod For Tomorrow Program Coordinator position.

Recommendation: Hire McLeod For Tomorrow Program Coordinator at 14 hours per week due to vacancy. (This is a change – the previous Board approval was for 8 hours for the MFT program and 6 hours for the employee to work in County Administration.) Hiring salary range \$14 - \$16 per hour.

*Please note that the Committee Chairperson has responsibility to invite staff
not copied on this Agenda and expected to attend the meeting.*

CC: All Commissioners
All Department Heads
Mary Jo Wieseler
Pat Melvin



Glencoe-Silver Lake Public Schools

Independent School District #2859

Proudly serving the communities of Biscay, Brownton, Glencoe, New Auburn, Plato, and Silver Lake

Jason Schmitz Work Based Learning Coordinator ~ 320-864-2425 ~ jschmitz@gsi.k12.mn.us


10/23/15


Work Based Learning Agreement:

Glencoe –Silver Lake High school will be sending 3 students who have had required occupational training to the McLeod County Recycling Center effective 12/1/15 for 1.5 hours a day up to 4 days per week as part of a volunteer Occupational Service Learning class. GSL will provide transportation and a job coach to supervise 3 students at all times. Attached is GSL’s insurance information for liability purposes.

As a licensed Work Based Learning Coordinator, I have completed a worksite selection checklist for the following:

1. Safety compliance
 - a. Physical plant environment
 - b. Equipment/machines
 - c. Training/supervision
2. Rules and Regulations compliance
 - a. FLSA and Child Labor Laws
 - b. OSHA
 - c. Liability – proof of Insurance/ parental authorization via Individual Training Agreement.

Printed Name/Title: Michelle Sonder, Business Rep Signature: 

Printed Name/Title: Jason Schmitz WBL Coordinator Signature: 

Printed Name/Title: _____ Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2015

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).

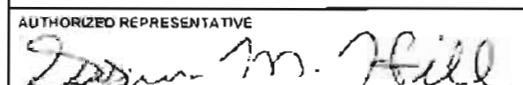
PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Susan Hill PHONE (A/C, No., Ext.): 763-746-8290 FAX (A/C, No.): 763-746-8390 E-MAIL ADDRESS: hills@rjfagencies.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: SFM</td> <td>11347</td> </tr> <tr> <td>INSURER C: Massachusetts Bay Ins Co</td> <td>22306</td> </tr> <tr> <td>INSURER D: Allmerica Financial Benefit Insuran</td> <td>41840</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: SFM	11347	INSURER C: Massachusetts Bay Ins Co	22306	INSURER D: Allmerica Financial Benefit Insuran	41840	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Glencoe-Silver Lake ISD #2859 Michelle Sander 1621 16th Street East Glencoe MN 55336	CERTIFICATE NUMBER: 213312384 REVISION NUMBER:													

COVERAGES **CERTIFICATE NUMBER:** 213312384 **REVISION NUMBER:**

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 SUBR INSD VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZDX9186128	7/1/2015	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		AWX9218079	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		UHX9186134	7/1/2015	7/1/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	046081203	7/1/2015	7/1/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Property Leased/Rented Equip		ZDX9186128	7/1/2015	7/1/2018	BPP Limit 6,339,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is hereby provided evidence of coverage.

CERTIFICATE HOLDER McLeod County Attn: Mary Jo Wieseler 830 E 11th Street Glencoe MN 55336	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 
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**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>11/17/2015</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:00 AM</u>
Amount of time needed:	<u>15 minutes</u>	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow, X-1218</u>		

MOTION REQUESTED:

United Farmers Cooperative requests approval of Conditional Use Permit 15-18 for a farm related business to construct an agricultural fertilizer plant to mix dry and liquid fertilizer for resale and delivery to local farm members and area cooperatives. The delivery of product to the site will be by rail and finished fertilizer blends will then be distributed by truck. The legal description is as follows: 26.40 acres within the NW ¼ NW ¼ N of RR of Section 31 in Sumter Township.

JUSTIFICATION FOR MOTION:

Sumter Township recommended approval on October 8, 2015. The Planning Advisory Committee recommended approval on October 28, 2015.

STAFF REPORT

TO: McLeod County Planning Commission
Prepared By: Larry Gasow
Date: October 13, 2015
Permit: CUP #15-18 Meeting Date: October 28, 2015

GENERAL INFORMATION

Applicant: United Farmers Coop
Jeff Nielson GM/CEO
705 E 4th St
P.O. Box 461
Winthrop, MN 55396
507/647-6600

PID 13.031.1900

Requested Action: Conditional Use Permit request for a farm-related business to construct an agricultural fertilizer plant to mix dry fertilizer for resale and delivery to local farm members within the Agricultural District.

Purpose: To construct a proposed fertilizer plant to mix dry fertilizer. The fertilizer will be brought in on the existing loop rail constructed for the existing grain storage facility constructed in 2011. The finished fertilizer blends will then be distributed by truck.

Existing Zoning: Agricultural.

Location: Parcel is 26.40 acres in size and is within the NW ¼ of NW ¼ N of RR of Section 31 of Sumter Township.

Size: 126' X 493' (62,118 sq. ft.)

Existing Land Use: Agricultural

Surrounding Land Use & Zoning: Agricultural, Highway Business.

Applicable Regulations: Section 7, Subdivision 3, Subpart 9.

SPECIAL INFORMATION

Transportation: Twin Cities & Western RR – St. Hwy. #15
Physical Characteristics: Agricultural with a change to commercial use.

ANALYSIS

The Sumter Town Boards have not made a recommendation at the time of this mailing. The minimum setback distances will be met from all property lines. UFC is presently leasing the property for an asphalt hot mix plant being used by both MnDOT and McLeod County Highway Departments for their road projects. The access to the proposed fertilizer plant has been upgraded to MnDOT specifications for truck traffic due to the existing hot mix plant. UFC has met with Brownton Coop and have arrived at a business plan to meet each other's needs regarding liquid fertilizer. Storm Water Plan and Storm Water Pond have been completed.

RECOMMENDATIONS

Staff has no objections, all other State and local permits must be obtained as required and the granting of this permit shall not alleviate those obligations.

McLEOD COUNTY PLANNING & ZONING HEARING
Wednesday, October 28, 2015
9:30 a.m.

BROWNTON FERTILIZER PROJECT

PROJECT OVERVIEW

- Construct global class fertilizer distribution hub at Brownton location consisting of a large scale Wholesale and Retail Dry Fertilizer facility, a Liquid Fertilizer facility and a Seed and Crop Protection Products Service Center.
- Integrate UFC and Brownton Co-op Ag Center (BCAC) facilities into the design.
- Worked with MN/DOT to develop and construct dedicated access to the new facilities, including approved turn lanes and traffic patterns.
- Major facility start up scheduled for spring of 2017.

MAJOR COMPONENTS OF PROJECT

- Work with MN/DOT to design and install a dedicated access with MN/DOT approved turning lanes (completed October 2015).
- Worked with WD Design Engineering to facilitate and incorporate all future components – (view overall site plan).
- The boards of both UFC and BCAC have agreed to pursue a merger vote with its respective members to join together to make this project happen.
- Work with all agencies and government bodies to accommodate any and all permit and regulatory requirements. Including local and state entities as needed.
 - Engage TKDA Engineering to coordinate all site efforts.
- Construct a 58,800 ton capacity retail / wholesale fertilizer distribution facility along tracks—utilizing existing circle track and new Hwy 15 access.
- Develop and construct a 2.5M gallon liquid fertilizer facility along TCW tracks.
- Develop and construct liquid starter product capacity – utilize new liquid storage along with existing BCAC NH3 facility and side track.
- Construct a liquid fertilizer and crop protection facility with 24 hour automated loadout capacity as part of the fertilizer complex along circle track.
- Integrate customer service and sales office in existing BCAC Complex. This will become the business hub of the entire Brownton terminal complex.
- Develop seed warehouse and bulk seed storage facilities utilizing existing BCAC facilities and new construction.
- Integrate equipment dispatch and repair services (intercompany) using existing BCAC shop.



BROWNTON PRELIMINARY PROJECT SCHEDULE

(As of October 20, 2015 – *subject to change*)

Current – Summer 2015

- Worked on access issues and plans
- Conduct soil borings for site placement
- Preliminary civic engineering discussion – work on total site plan
- Reached agreement with MN/DOT, got Hwy access permits in place
- Ongoing discussion with Brownton Co-op Ag Center (BCAC)

Summer – Fall 2015

- Finalize access issues and permits with MN/DOT – construction now complete
- Work on permit process with local and county officials
 - Sumter township (approved, October 8, 2015)
 - McLeod County, State agencies, Buffalo Creek Watershed, etc.
- Finalize plant capacities / specifications
- Board meetings between UFC and BCAC
- Secure equipment bids
- Engage engineering firm for final layout and prints
 - May consider some preliminary site work if time and permitting allows?
- Bid packages complete

December 31, 2015

- Membership votes on proposed unification of UFC and BCAC
- Have all permits in place
- Final drawings and plans in place
- Capital plan and partnership agreements in place
- Award major components of project

Spring 2016

- Hire project manager
- All engineering complete

Summer 2016

- All major site work and road work complete
- Site excavation begins
- All concrete complete – building construction to begin

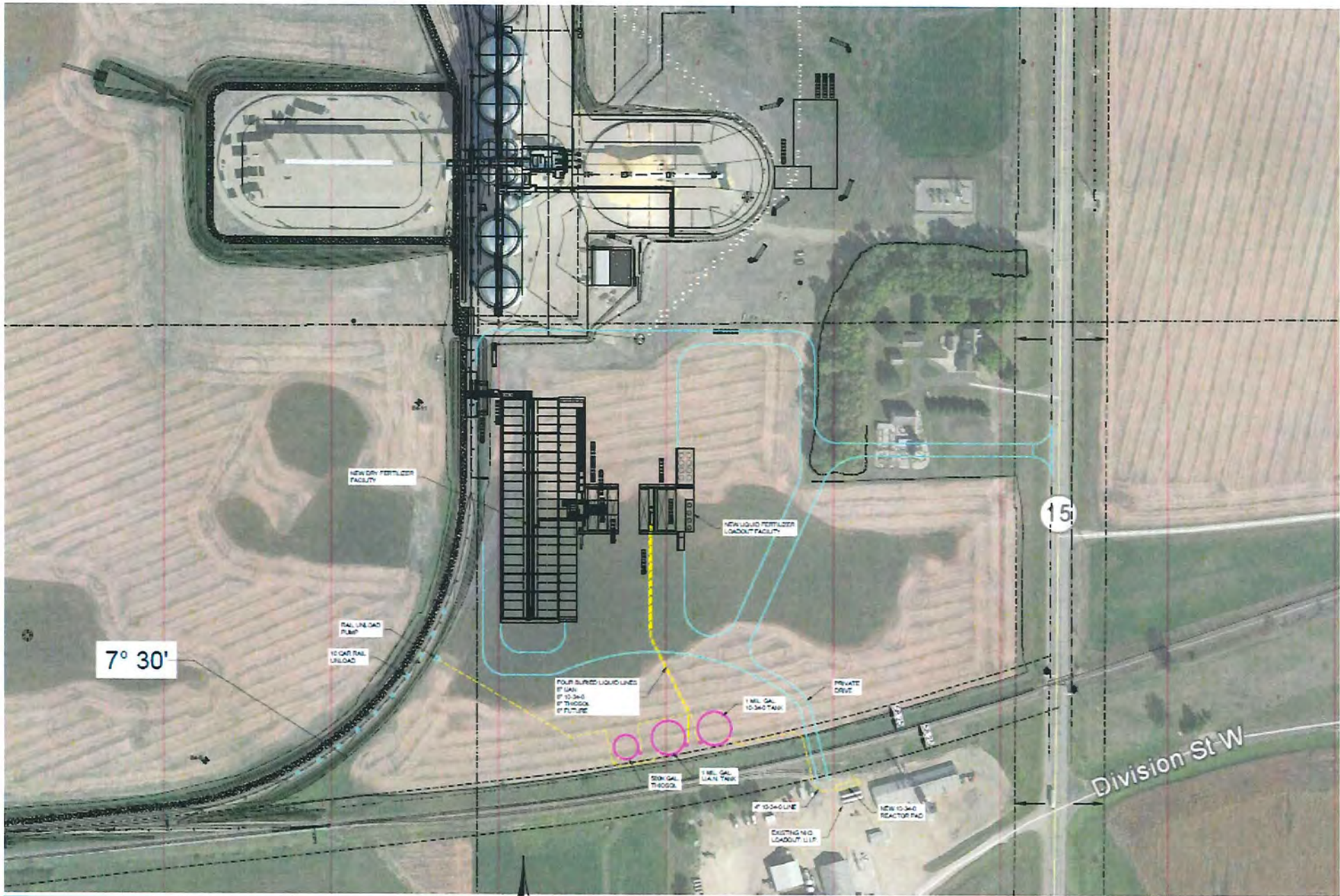
Fall & Winter 2016/2017

- Equipment installation and building completion

April 1, 2017

- Begin operations, ready for wholesale start up





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**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>11/17/2015</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:15 A.M.</u>
Amount of time needed:	<u>15 minutes</u>	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow, X-1218</u>		

MOTION REQUESTED:

KOCH Pipeline Company, on behalf of Minnesota Pipeline Company, LLC., requests approval of Conditional Use Permit 15-19 for an improvement to an Essential Services of an existing oil pipeline by adding a pumping station to gain volume and pressure to the line prior to entering the KOCH oil refinery site, the pumping station is to be located in Sections 1 & 2 of Helen Township.

JUSTIFICATION FOR MOTION:

Helen Township on October 8, 2015 recommended approval with the request of planting trees as a buffer to the site. The Planning Advisory Committee recommended approval on October 28, 2015 with the following conditions:

- 1.) KOCH Pipeline shall provide the Zoning Office with a copy of the Landscaping Plan once it is available.
- 2.) A one year inspection shall be performed by the Zoning Administrator to ensure the site has established a buffer as proposed and evaluate the noise level.

STAFF REPORT

TO: McLeod County Planning Commission
Prepared By: Larry Gasow
Date: October 13, 2015
Permit: CUP #15-19 Meeting Date: October 28, 2015

.....

GENERAL INFORMATION

Applicant: Koch Pipeline Co.
P.O. Box 64596
St. Paul, MN 55164
651/437-0877

Property Owner: Minnesota Pipeline Company, LLC
P.O. Box 3696
St. Paul, MN 55101
855/510-3647
PID#07.002.0550 & 07.001.0500

Requested Action: Conditional Use Permit application for an improvement to an Essential Services of an existing oil pipeline by adding a pumping station to gain volume and pressure to the line prior to entering the oil refinery site.

Purpose: The area will be have a structure to house equipment with a reconfigured pipeline both below and above grade and the area will be secured by chain link fencing.

Existing Zoning: Agricultural.

Location: Approximately 40 acres located within both Sections 1 and 2. A 7 acre tract within NW Cor of SW ¼ of Section 1 and 32.03 acre tract within the NE ¼ of SE ¼ of Section 2, Helen Township.

Size: 5 acre site.

Existing Land Use: Agricultural with the buried pipeline.

Surrounding Land Use & Zoning: "A" Agricultural.

Applicable Regulations: Section 18, Subdivision 4

SPECIAL INFORMATION

Transportation: CR #3 and private easements.
Physical Characteristics: Agricultural farm land.

ANALYSIS

Helen Town Board has not yet informed our office of their recommendations concerning this request. This site is an existing property being used for a crude oil pipeline of Minnesota Pipeline and being constructed by Koch Pipeline and destination of the Koch Refinery. Koch needs more product at their refinery, the existing flow is about half of the needed product, by adding the pumping station this will satisfy the needs of the refinery during the peak times. McLeod County Highway Dept has been notified of the proposed use adjacent to their CR #3 road right of way. They need to discuss with Koch, Minnesota Pipeline property access and road right of way regarding CR 3 reconstruction next year. The noise issue is very low on site and is barely recordable off site. Minnesota Public Utilities Commission, (PUC) has given approval for the project. This project is one of several sites being constructed in Minnesota to carry the crude from Canada to the Koch Refinery in Rosemont.

RECOMMENDATIONS

Staff has no objections since the project is taking place on Minnesota Pipeline property and has met the requirements as governed by the Public Utilities Commission and Federal permitting process.



PIPELINE

#2
KOCH PIPELINE

To: McLeod County Planning and Zoning Dept.

From: Minnesota Pipe Line Company, LLC

Date: 9/24/15

RE: Conditional Use Permit MPL Pump Station

PID R07.002.0550 & R07.001.0500

This letter is intended to supplement the CUP application to provide additional detail on the intended use of the subject property.

Minnesota Pipe Line Company, LLC's (MPL) plan is to install a pump station on the existing pipeline that transects subject property owned by MPL in McLeod County, MN. Koch Pipeline Company, L.P. (KPL) is the operator of the MPL system and is managing the permitting, design and construction of the project and will operate the new station. The goal of the project is to satisfy the need of Twin City area refiners to provide reliable crude oil deliveries to their facilities to meet local and regional consumer needs for refined fuels and associated products.

New structures will be added to house electrical equipment and to shelter pumps. The facility will be within a security fence with remote surveillance capabilities. Signage will be as required by local, regional and federal requirements for such installations. No illuminated signage is anticipated. The facility will have security lighting actuated by photoelectric sensors.

The following reference information has been included with the application to provide a more in-depth understanding of the nature of the planned work:

- Project press release dated April 17, 2014
- Minnesota Pipe Line overview, history and description of designed, current and future operating state
- MPL Reliability Project Proposed Pump Station-Plato Station
- Site Plan MPL 4 Pipeline – Plato PLT-1011 rev C
- Photos of an existing MPL line 4 pump station- Albany, MN (north & south aerials)
- MN PUC Order Granting a Certificate of Need, Docket # PL-5/CN14-320 dated August 31, 2015

The specific location for the pump station is based on pipeline hydraulics, available land (already owned by Minnesota Pipe Line) and minimizing exposure to environmentally sensitive areas. Excepting construction activities, we do not anticipate additional traffic or other burdens on utilities or neighbors. The pump station will be unmanned but will have occasional visits by operations personnel.

Thank you for your consideration,

David R. Stecher, Vice President of Operations

651-438-7277 Tel
855-831-6353 Toll Free

P.O. Box 64596
Saint Paul, Minnesota 55164

email: nogcpo@kochpipeline.com
kochpipeline.com

site Plan



**Minnesota Pipe Line Company, LLC Reliability Project
Proposed Pump Station Plato, MN - McLeod County**

Mile Post 228
Lat. 44.796557
Long. -94.029793
Section 12 Township T115N Range R27W

Proposed site size 40 acres

(Existing
Station)

Albany Existing Station 1/2





Quotation

Quote Date: 10/29/2015
 Quote No.: IES39104B
 Site ID: 101952
 Original Quote date: 10/5/2015



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Customer Information	
Customer:	McLeod County Sheriff's Office
Contact:	Jen Otto
Phone:	(320) 864-1345
E-Mail:	Jennifer.Otto@co.mcleod.mn.us

IES Contact Information			
IES Consultant:	John Olsen	IES Consultant:	Jason Kletscher
Phone:	(320) 234-5231; (800) 922-8148	Phone:	(507) 766-4212; (800) 922-8148
Fax:	(320) 234-5224	Fax:	(320) 234-5224
E-Mail:	john.olsen@ies911.com	E-Mail:	jason.kletscher@ies911.com

VESTA 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA 9-1-1			
2	870899-0104R3.2	VESTA 4 R3.2 L/D/M	\$1,800.00	EA	\$3,600.00
1	873099-03002	R4 CAD INTF LIC	\$600.00	EA	\$600.00
1	873099-03002U	R4 CAD INTF LIC UPGD	\$0.00	EA	\$0.00
1	04000-01584	BLKBX TL158A-R4 DATACAST	\$465.60	EA	\$465.60
1	04000-01010	CBL DB25M/DB25M 10FT	\$9.60	EA	\$9.60
		VM Server Bundles			
		VM Small Server Bundle			
		<i>Note: The Small Server Bundle is for PSAP's up to 10 positions with an annual call volume of 100,000 or less.</i>			
1	853031-MLSSVRSG2	V-ML SVR BNDL SML SGL	\$19,546.80	EA	\$19,546.80
		VESTA 9-1-1 Licenses			
		VESTA - Basic Operations			
4	PS-0SQ-VSML	VS SML MLTP PER SEAT LIC	\$2,400.00	EA	\$9,600.00
		VESTA Workstation Equipment			
4	61000-409605SFF	WKST HP Z230 SFF	\$1,474.80	EA	\$5,899.20
4	65000-47001	TWR STAND SFF Z220/Z230	\$50.40	EA	Optional
4	65000-00179	NIC PCIE GIGABIT	\$51.60	EA	\$206.40
4	63000-221691	MNTR FP WIDE SCR LCD 22IN	\$394.80	EA	Optional
4	64007-50016	KEYPAD 24KEY USB 12FT CBL	\$132.00	EA	\$528.00
4	853004-00401	SAM EXT SPKR KIT	\$201.60	EA	\$806.40
4	65000-00124	CBL PATCH 15FT	\$16.80	EA	\$67.20
4	853030-00302	R4 SAM HDWR KIT	\$1,982.40	EA	\$7,929.60
4	02800-20500	HDST 4W MOD BK ELEC MIC	\$38.40	EA	\$153.60
4	03044-2000	HDST CORD 4W 12FT MOD BK	\$3.60	EA	\$14.40
8	833401-00101G-15	CBL SAM JKBX 15FT	\$43.20	EA	\$345.60
4	809800-35109	R4 IWS CFG	\$240.00	EA	\$960.00
4	809800-35108	R4 IWS STG FEE	\$360.00	EA	\$1,440.00
1	870890-07501	CPR/SYSPREP IMAGING	\$0.00		\$0.00
		VESTA 9-1-1 Modules			
		VESTA 9-1-1 IRR Module			
4	873099-00502	R4 IRR LIC/DOC/MED	\$1,194.00	EA	\$4,776.00
		Network Equipment			
1	HL2270DW	LASER PRINTER	\$225.60	EA	Optional

Independent Emergency Services, LLC
 235 Franklin St. SW, Hutchinson MN 55350
 (800) 922-8148

Quotation



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1	ASA5505BUNK9	CISCO VPN SECURITY APPLIANCE	\$443.76	EA	\$443.76
2	04000-29616	SWITCH 2960 + CBL 24-PORT	\$1,152.00	EA	\$2,304.00
Peripherals & Gateways					
2	2213937-1-SR1	FXO GATEWAY 8-PORT	\$1,582.80	EA	\$3,165.60
Rack & Peripheral Equipment					
1	06500-55053	7FT EQUIPMENT RACK 19IN	\$330.00	EA	\$330.00
1	63002-172805	MNTR NEC 17IN	\$262.80	EA	Optional
1	64021-10025	KYBD/MOUSE BNDL	\$52.80	EA	Optional
1	04000-004B4	KVM 4-PORT SWITCH	\$530.40	EA	Optional
1	04000-00607	CBL KVM USB CONSOLE	\$165.60	EA	Optional
4	04000-60611	CBL KVM USB 10FT	\$99.60	EA	Optional
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR	\$38.40	EA	\$38.40
Time Synchronization Equipment					
1	04000-09486	NETCLOCK 9483 + 3-PORT	\$7,488.00	EA	\$7,488.00
1	04000-09384	PWR SPLY NETCLOCK 93XX	\$128.40	EA	\$128.40
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA	\$388.80	EA	\$388.80
1	04000-08231	GPS ANTENNA POST MT KIT	\$111.60	EA	\$111.60
1	04000-08228	GPS ANTENNA SURG PROTECTR	\$337.20	EA	\$337.20
1	04000-07075	CBL GPS ANTENNA 75FT	\$363.60	EA	\$363.60
1	04000-07150	CBL GPS ANTENNA 150FT	\$489.60	EA	\$489.60
Security Management Solution					
<i>Note: Includes (2) DDS Servers, (1) VESTA Analytics Server, (4) Workstations, (1) Management Console, (1) Analytics Admin</i>					
8	809800-14152	MGD SERV DEV & IMPL	\$90.00	EA	\$720.00
Miscellaneous					
1	MISC	Miscellaneous Cabling & Hardware	\$1,873.44		\$1,873.44
VESTA 9-1-1 Subtotal					\$75,130.80

VESTA Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
VESTA Analytics -LITE Multi Product Purchas					
1	873399-00102.2	AURORA 2.2 DOC/MED	\$0.00		\$0.00
1	873391-04003	V-ANLYT LT LIC	\$0.00		\$0.00
1	873391-00301	AURORA USER LIC	\$900.00	EA	\$900.00
1	04000-00339	SQL 2008R2 CAL RUN ENT	\$211.20	EA	\$211.20
4	PA-SSG-ALSL	V-ANLYT LT PER SEAT LIC	\$660.00	EA	\$2,640.00
VESTA Analytics Lite Server Equipment for Virtualized Server Bundle - ML110/G9, ML350/G9 and DL380/G9					
<i>Note: Additional Hardware to be installed in DDS-B Server.</i>					
1	BA-M00-ALA0-1	V-ANLYT LITE ADD-ON	\$704.40	EA	\$704.40
VESTA Analytics Standalone Workstation Equ					
1	61000-409605SFF	WKST HP Z230 SFF	\$1,474.80	EA	\$1,474.80
1	65000-47001	TWR STAND SFF Z220/Z230	\$50.40	EA	Optional
1	63000-221691	MNTR FP WIDE SCR LCD 22IN	\$394.80	EA	Optional
1	809800-00102	GENERIC WKST CFG FEE	\$300.00	EA	\$300.00
VESTA Analytics Subtotal					\$6,230.40

RFAI SIP Implementation

Qty.	Part No.	Description	Unit Price	U/M	Total
		ESInet Interface Module (EIM)			

Quotation



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4	873090-11102	R4 LIC EIM RFAI MOD	\$240.00	EA	\$960.00
2	03800-03040	FIREWALL MODEM 60D	\$522.00	EA	\$1,044.00
2	809800-00200	CFG NTWK DEVICE	\$159.60	EA	\$319.20
		IES Installation IES/Airbus RFAI SIP Project Management	\$3,200.00		\$3,200.00
RFAI SIP Implementation Subtotal					\$5,523.20

Recommended Spares

Qty.	Part No.	Description	Unit Price	U/M	Total
1	2213937-SPARE	VESTA 9-1-1 Equipment - Recommended Spares			
1	04000-29616	FXO GATEWAY 8-PORT SPARE	\$1,582.80	EA	\$1,582.80
		SWITCH 2960 + CBL 24-PORT	\$1,152.00	EA	\$1,152.00
Recommended Spares Subtotal					\$2,734.80

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-01596	Server Extended Warranty <i>Note: Includes (2) VESTA 9-1-1 Servers</i> WARR 24X7 ML110G9 5YR <i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7 response time.</i>	\$923.00	EA	\$1,846.00
6	04000-01586	Workstation Extended Warranty <i>Note: Includes (4) Workstations, (1) Management Console (1) Analytics PC</i> WARR 24X7 Z220/230 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 24x7, 4 hour response.</i>	\$452.00	EA	\$2,712.00
3	04000-29611	Warranty-switch (2 in service, 1 spare) WAR 2960 24P 1YR NBD	\$106.00	EA	Optional
3	04000-29613	WAR 2960 24P 3YR NBD	\$297.00	EA	Optional
3	04000-29615	WAR 2960 24P 5YR NBD	\$505.00	EA	\$1,515.00
3	04000-02991	WAR 2960 24-P 2T 1YR 24X7	\$251.00	EA	Optional
3	04000-02969	WAR 2960 24P 2T 3YR 24X7	\$649.00	EA	Optional
3	04000-02971	WAR 2960 24P 2T 5YR 24X7	\$1,314.00	EA	Optional
2	03800-03041	Firewall Warranty WAR FIREWALL 60D 1YR	\$149.00	EA	Optional
2	03800-03043	WAR FIREWALL 60D 3YR	\$391.00	EA	Optional
2	03800-03045	WAR FIREWALL 60D 5YR	\$670.00	EA	\$1,340.00
Extended Warranties Subtotal					\$7,413.00

Implementation Services

Qty.	Part No.	Description	Unit Price	U/M	Total
1	950104	Installation Installation Services	\$32,520.00		\$32,520.00
1	960575	Travel Expenses and Per Diem	\$633.65		\$633.65
		Training <i>Note: Training is provided at the customer site using the customer owned equipment. Prices are per student unless otherwise indicated. Minimum number of students is 6 and maximum number of students is 8 per class and 2 students per position.</i>			

Quotation



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2	000001-06701	<p>VSENT 4.X AGENT TRNG</p> <p><i>Note: VESTA/Sentinel 4/X Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA/Sentinel 4.X Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.</i></p>	\$1,200.00	EA	\$2,400.00
1	000001-06704	<p>VSENT 4.X ADMIN TRNG</p> <p><i>Note: VESTA/Sentinel 4/X Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i></p>	\$4,000.00	EA	\$4,000.00
1	000002-24407	<p>V-ANLYT LITE ONSITE TRNG</p> <p><i>Note: VESTA Analytics Lite Onsite Training includes two hours of Admin training for up to 8 students. This course is for VESTA Analytics Lite customers who require an instructor-led course at the customer's site. This course is provided during the regular system training. Includes trainer's daily training expenses and travel.</i></p>	\$2,000.00	EA	\$2,000.00
1	000000-24406	<p>AURORA REMOTE TRNG</p> <p><i>Note: VESTA Analytics Remote Training uses actual customer data and is conducted post cut (30-45 days after cutover) to enhance the learning experience. This course is highly recommended for new sites and would follow the on-site VESTA Analytics Admin course (000000-24404) that is typically delivered before cutover. For upgrade VESTA Analytics sites, this course is an option as is the 000000-24404 course.</i></p>	\$675.00	EA	\$675.00
1	000001-08538	<p>Cutover Coaching CUTOVER COACHING</p> <p><i>Note: Cutover Coaching includes (1) 8 hour session within a 24 hour day. Includes trainer's daily training expenses and travel.</i></p>	\$2,000.00	EA	\$2,000.00
1	950510	<p>Project Management Project Management Services</p>	\$3,546.00		\$3,546.00
Implementation Services Subtotal					\$47,774.65

Support Services

Qty.	Part No.	Description	Unit Price	U/M	Total
VM Medium Server Bundle					
2	04000-68005	V-SVR BASIC SPT 1YR	\$114.00	EA	\$228.00
2	04000-68007	V-SVR BASIC SPT 3YR	\$343.20	EA	Optional
2	04000-68009	V-SVR BASIC SPT 5YR	\$571.20	EA	Optional
VESTA 9-1-1 Licenses					
4	SS-0SQ-VSSL-1Y	SPT VS SML 1YR	\$1,188.00	EA	\$4,752.00
4	SS-0SQ-VSSL-3Y	SPT VS SML 3YR	\$3,168.00	EA	Optional
4	SS-0SQ-VSSL-5Y	SPT VS SML 5YR	\$4,620.00	EA	Optional
VESTA 9-1-1 IRR Module					
4	809800-35110	R4 IRR SW SPT 1YR	\$214.80	EA	\$859.20
4	809800-35112	R4 IRR SW SPT 3YR	\$573.60	EA	Optional

Quotation



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4	809800-35114	R4 IRR SW SPT 5YR	\$716.40	EA	Optional
		ESInet Interface Module (EIM)			
4	809800-01116	R4 LIC EIM RFAI SPT 1YR	\$43.20	EA	\$172.80
4	809800-01118	R4 LIC EIM RFAI SPT 3YR	\$115.20	EA	Optional
4	809800-01120	R4 LIC EIM RFAI SPT 5YR	\$144.00	EA	Optional
		Peripherals & Gateways (includes spare)			
2	04000-00176	SW SPT ANALOG GATEWAY 1YR	\$72.00	EA	\$144.00
2	04000-00178	SW SPT ANALOG GATEWAY 3YR	\$216.00	EA	Optional
2	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$360.00	EA	Optional
		Security Management Solution			
8	809800-16231	SEC MGMT 3.1 SVC 1YR	\$454.80	EA	\$3,638.40
8	809800-16233	SEC MGMT 3.1 SVC 3YR	\$1,287.60	EA	Optional
8	809800-16235	SEC MGMT 3.1 SVC 5YR	\$2,076.00	EA	Optional
		VESTA Analytics - Standard Multi Product Pur			
4	SA-SSG-ALSL-1Y	SPT V-ANLYT LITE 1YR	\$118.80	EA	\$475.20
4	SA-SSG-ALSL-3Y	SPT V-ANLYT LITE 3YR	\$316.80	EA	Optional
4	SA-SSG-ALSL-5Y	SPT V-ANLYT LITE 5YR	\$462.00	EA	Optional
		IES Turnkey Labor Support			
1	IESMAINT01	IES 24X7X365 MAINT 1 YR	\$4,211.10		\$4,211.10
1	IESMAINT03	IES 24X7X365 MAINT 3 YR	\$12,633.30		Optional
1	IESMAINT05	IES 24X7X365 MAINT 5 YR	\$21,055.50		Optional
Support Services Subtotal					\$14,480.70

Summary

PRODUCT	TOTAL
VESTA 9-1-1 Subtotal	\$75,130.80
VESTA Analytics Subtotal	\$6,230.40
RFAI SIP Implementation Subtotal	\$5,523.20
Recommended Spares Subtotal	\$2,734.80
Extended Warranties Subtotal	\$7,413.00
Implementation Services Subtotal	\$47,774.65
Support Services Subtotal	\$14,480.70
Freight and Shipping	\$1,405.08
TOTAL QUOTE	\$160,692.63
GRAND TOTAL with 1YR Support Services	\$160,692.63
GRAND TOTAL with 3YR Support Services	\$186,958.83
GRAND TOTAL with 5YR Support Services	\$209,507.43

Additional Comments

Quote is valid for 120 days from original quote date.

Power Draw Information

Product	Total Amps
VESTA 9-1-1	28.87
Managed Services	1.72
Total Amps	23.59
Total Watts/VA	2830.8
Total KVA	2.8308
BTU's	7730.9148



Vesta 4.0





Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Life Savers Grant Program 2016 Grant Agreement No.: A-LSGP-2016-MCLEODCO-00005
Grantee: McLeod County 801 10th Street East Glencoe, Minnesota 55336-2215	Grant Agreement Term: Effective Date: 10/1/2015 Expiration Date: 3/31/2016
Grantee's Authorized Representative: Kevin Mathews, Emergency Mgmt Director McLeod County 801 10th Street East Glencoe, Minnesota 55336-2215 (320) 864-1339	Grant Agreement Amount: Original Agreement \$2,000.00 Matching Requirement \$0.00
State's Authorized Representative: Claire Cambridge, Grants Specialist Intermediate Office of Justice Programs 445 Minnesota Street Suite 2300 St Paul, Minnesota 55101 (651) 201-7307	Federal Funding: CFDA None State Funding: Minnesota Laws of 2015, Chapter 65, Article 1, Section 11, Subdivision 6 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 Life Savers Grant Program 2016 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Life Savers Grant Program 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://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-I.SGP-2016-MCLEODCO-00005/3-37296

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: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
States' Authorized Representative

Life Savers Grant Program 2016

EXHIBIT A

Organization: McLeod County

A-LSGP-2016-MCLEODCO-00005

Budget Summary

Life Savers Grant: McLeod County Project Lifesaver			
Budget Category		Award	
Program Expenses			
Purchase of Tracking Equipment		\$2,000.00	
Total		\$2,000.00	
Total		\$2,000.00	



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
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Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
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Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER SHELDON NIES

4th District
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Sheldon.Nies@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
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Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

McLeod County Motion on the terms of Transfer of Employment of Supporting Hands Nurse-Family Partnership (SHNFP) Employees November 17, 2015

The McLeod County Board acknowledges that effective January 1, 2016, all employees of Supporting Hands Nurse-Family Partnership that have been paid through the McLeod County payroll system shall be transferred to the Supporting Hands Nurse-Family Partnership payroll system.

The McLeod County Board further acknowledges that all accumulated vacation and sick leave as of December 31, 2015 shall likewise be transferred with these employees and those sufficient funds to cover the maximum potential payout of that accumulated vacation and sick leave shall remain the sole financial responsibility of Supporting Hands Nurse-Family Partnership. Supporting Hands Nurse-Family Partnership shall continue to establish salary and benefits for these employees.

By the official action of the McLeod County Board on November 17, 2015, the terms of the transfer of employment as described above in this document have been approved.

Chairperson, McLeod County Board

Date



Potential Legislative Priorities 2016

For more than 100 years, the Association of Minnesota Counties (AMC) has assisted the state's 87 counties in providing effective governance for all citizens.

Legislative Principles

- *AMC strives* to preserve local control so that counties have the flexibility to address the most pressing needs of their communities.
- *AMC supports* state budget solutions that avoid adding or shifting a disproportionate burden to counties through cost shifts, cost shares and unfunded mandates.
- *AMC believes* that funding for county-administered services should be commensurate with the level of service or results deemed acceptable.

2016 Legislative Action Items

Environment and Natural Resources

Electronic-Waste Program Updates

AMC supports amending the electronics recycling law to increase manufacturer provided and funded, convenient, electronics recycling services throughout Minnesota, thereby assuring that the burden for managing discarded electronic products does not fall on local government.

Subdivision Review and Approval

Current Minnesota Statute prohibits, in cities and townships, the recording of land transfers where the parcels/lots do not comply with adopted subdivision regulations. AMC supports amending statute with similar language that would provide counties the same authority of subdivision review and approval prior to the recording of land transfers to ensure that resulting lots are in compliance with county standards.

Solid Waste Management Tax

AMC supports allocating 100 percent of the revenue generated by the Solid Waste Management Tax to state and county product stewardship, household hazardous waste, and other waste management activities.

General Government

Assessor Accreditation

In 2013, legislation passed requiring every individual who appraises/physically inspects real property for tax purposes to be licensed as an Accredited Minnesota Assessor (AMA) by July 1, 2019. Aside from the training and employment burdens this legislation places on counties, over 60% of the state's current assessors would not be able to assess property in Minnesota after July 1, 2019 unless they complete additional training. AMC should attempt to eliminate or mitigate the impact of this new licensure requirement.

Appointment of County Officials

AMC supports a uniform, statewide process to allow individual counties and their residents to locally initiate the appointment of county auditors, treasurers and recorders.

County Program Aid

AMC supports legislation that strengthens county program aid in a sustainable way and provides relief for counties experiencing dramatic red in tax-base equalization aid.

Payment in Lieu of Taxes

AMC supports a more sustainable funding mechanism for the Payment in Lieu of Taxes (PILT) program.

State General Property Tax

AMC should support a repeal of the state general property tax on commercial/industrial (C-I) properties up to the first \$500,000 in value due to its effects on local businesses in areas with heavy seasonal recreation.

Health and Human Services

Child Protection and Foster Care

AMC should work with DHS and the child protection legislative oversight committee to support legislation that reflects the recommendations of the Governor's Task Force on Child Protection so that there is sustained financial assistance to counties, while addressing the growing need and cost associated with foster care and out of home placement.

Reducing Drug and Opioid Use Statewide

AMC should work with legislative and community partners to reduce the growing opioid epidemic statewide.

Increasing Reimbursement Rates for Home Visiting Programs

AMC supports increasing the Medical Assistance (MA) reimbursement rate for public health nurse home visits throughout the state. Family home visits are an effective way to prevent child maltreatment, promote healthy childhood development and foster self-sufficient families. Current MA reimbursements do not fully cover the cost of services, leaving counties to rely heavily on local tax dollars to fill the gaps. Increasing the MA reimbursement rate will provide needed resources to maintain and strengthen family home visiting programs.

Health Care in Jails

AMC should work to improve health care access in the jails while increasing MA eligible services for inmates to reduce county costs.

Health and Human Services/Public Safety

Mental Health System Reform

AMC should support legislation that would increase the number of crisis beds and other reforms that promote early intervention and stabilization, to reduce health care and jail costs for counties and provide better care for those suffering with mental illness. AMC should also take an active role in creating forums to work with community partners and state agencies to address the growing population of mentally ill offenders.

Public Safety

Courthouse Security Grant Program

AMC supports joint efforts with the Courts to create a state funded grant program for courthouse security enhancements and to allow additional flexibility for counties to use other existing revenue sources for this purpose.

Funding for Regional EMS Boards

AMC supports a legislative review of how EMS services, in particular the regional EMS boards, are funded and supports the identification of new revenue opportunities to replace the declining revenue from seat belt fines that are directed to these boards.

Funding Interoperable Communications Systems

AMC supports continued state funding to assist counties in providing and participating in interoperable emergency communications systems. This would also include efforts to create greater integration between existing public safety data systems.

Supporting Community Supervision as an Alternative to Prison Expansion

AMC should work to support our existing community supervision infrastructure and enhance the funding that supports county efforts toward community supervision rather than have the state invest those limited corrections resources in new prison facilities.

Transportation & Infrastructure

Transportation Funding

AMC should take an active leadership role in recruiting partners to support legislation as part of a comprehensive transportation/ transit funding package that includes new revenue, and allocate resources to support the leadership role. New revenue would likely come from a fuel tax increase and an increase to the metro county transit sales tax.

Broadband Development Funding

AMC supports legislation that would provide permanent funding for the Office of Broadband Development, continued funding for the Border to Border Broadband Development Grant Program, and other initiatives to support the build-out of broadband infrastructure in Minnesota.

AMC Intergovernmental Services Staff

Executive Director

Julie Ring
Office: 651-789-4330, Cell: 651-247-9418
ring@mncounties.org

Legislative Coordinator

Anne Kilzer
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akilzer@mncounties.org

Environment & Natural Resources

Jennifer Berquam
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General Government, Taxes & County Operations

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Health & Human Services

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Public Safety & Corrections

Ryan Erdmann
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Transportation & Infrastructure

Abbey Bryduck
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abryduck@mncounties.org

Agreement for Medical Examiner Services

This AGREEMENT FOR MEDICAL EXAMINER SERVICES, dated this _____ day of _____, 2015, is entered into by and between the County of Anoka, Minnesota, 2100 Third Avenue, Anoka, Minnesota, 55303 (hereinafter “Anoka”) and the County of McLeod, 830 East 11th Street, Glencoe, Minnesota 55336 (hereinafter “McLeod”), does state as follows:

WITNESSETH:

WHEREAS, Anoka has appointed, Dr. Quinn Strobl, a doctor of medicine licensed to practice medicine in the state of Minnesota and who is a forensic pathologist certified by the American Board of Pathology, as Chief Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33; and

WHEREAS, Dr. Quinn Strobl, and the staff of Anoka, are to provide Medical Examiner services (“Services”) as set forth in Minn. Stat. § 390.005 (2014) and §§ 390.31 - .35 (2014) as part of her duties; and

WHEREAS, Anoka represents that Dr. Quinn Strobl and her staff are qualified to provide the Services; and

WHEREAS, Anoka is willing to extend the use of these Services to other counties upon terms and conditions which are agreed to between Anoka and other counties; and

WHEREAS, McLeod is willing to contract with Anoka for the provision of those Services to McLeod upon the terms and conditions as set forth herein.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

- a. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016.
- b. This Agreement will automatically renew for six additional terms from January 1, 2017 until December 31, 2022, unless it is terminated as provided herein.

2. SERVICES.

Anoka will provide the Services as set forth in Attachment A hereto, such attachment being incorporated into and made a part of this Agreement.

3. COMPENSATION.

- a. McLeod shall pay Anoka, as compensation for autopsy services and related consultation and testimony provided during the initial term of this Agreement, **\$90,250.00**, to be billed and paid monthly in the amount of **\$7,520.83**. This amount is based on a per-capita rate of \$2.50 and a population figure of 36,100. Compensation for renewals of this agreement may be increased or decreased accordingly.
- b. The above rates are based upon the current number of participating counties under contract with Anoka County. If additional counties are added at a per-capita rate, Anoka County will adjust the agreed upon rate to reflect the savings to McLeod County. In the event that another participating per-capita county exercises their right to terminate the contract with Anoka County, McLeod County acknowledges that the agreed upon cap may need to be modified to meet operating expenses. Pursuant to Section 11 of this Agreement, in the event an agreed upon cap cannot be honored by Anoka County, Anoka County shall provide McLeod County at least 90 days notice of the increase.
- c. It is understood that the above rates are based on the usual and customary Coroner's duties for a county the size of McLeod. If a catastrophic event occurs that requires significantly more than the normal medical examiner services, McLeod shall reimburse Anoka for the actual cost of additional expenses incurred in performing the duties herein. Catastrophic event shall be defined as one where multiple deaths (5 or more) occur from a single event. If the parties dispute the amount of additional expenses, they hereby agree to (1) use mediation to resolve their difference, and if that fails, (2) to submit to arbitration in accordance with the practices and terms of the American Arbitration Association. Mediators and Arbitrators shall be picked by agreement, or failing that, each party shall choose one, who shall then meet and choose the actual arbitrator or mediator. Each party shall pay one-half the cost of the entire process.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

Anoka will:

- a. Maintain program and statistical records.
- b. Develop and maintain a record-keeping system to log informational or referral requests.
- c. Submit an annual report within ninety (90) days after the end of each year to McLeod.
- d. Allow McLeod, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and

accounting procedures and practices of Anoka which are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

- a. Anoka represents that it will provide Services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority). McLeod will pay only for Services provided pursuant to such licensing requirements.
- b. Anoka shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- c. Failure to meet the requirements of items a. and b. above may be cause for termination of this Agreement as set forth in 6. below.

6. TERMINATION.

- a. Without Cause.
Either party may terminate this Agreement at any time without cause by providing the other party with a three (3) month written Notice of Termination sent to the party's address as first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing. In the event this Agreement is terminated, all obligations to provide Services shall cease at the end of the notice period.
- b. Termination for Breach.
Either party may terminate this Agreement if the other party is in breach of a material obligation under this Agreement and has not cured the breach within fifteen (15) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the fifteen day notice period and pursues cure of the breach in good faith.
- c. Effect of Termination.
Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve McLeod of its obligation to pay all charges that accrued prior to such termination. The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

7. DATA PRACTICES.

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

8. NON-DISCRIMINATION.

The parties agree as follows:

- a. In accordance with both parties' Affirmative Action Policy and the County Commissioner's policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.
- b. Both parties hereto agree to comply with the provisions of Executive Order No. 11246, (in revised order) entitled "Equal Employment Opportunity," as supplemented in the Department of Labor Regulations (41 CFR, Part 60) and as amended by Executive Order 11375 and all other applicable state and federal regulations.
- c. Both parties also agree to comply with all affirmative action or equal employment opportunity requirements imposed upon each county by any other federal or state law, rule or regulation. McLeod further agrees to furnish all information or reports that may be required by the above cited Executive Order, Department of Labor regulations or any other state or federal agency.
- d. This Agreement may be canceled or terminated by either party for a second or any subsequent violation of the terms or conditions of this subdivision.

9. INDEMNIFICATION.

- a. Anoka does hereby agree that it will defend, indemnify, and hold harmless McLeod against any and all liability, loss, damages, costs, and expenses which McLeod may hereafter sustain, incur, or be required to pay:
 - (1) by reason of any person suffering bodily or personal injury, death, or property loss or damage while participating in the Services to be furnished under this Agreement, or while on premises owned, leased, or operated by Anoka, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Anoka or any officer, agent, or employee thereof; or
 - (2) by reason of any person causing injury to, or damage to, the property of another person during any time when Anoka or any officer, agent, or employee thereof has undertaken or is furnishing the Services called for under this Agreement; or
 - (3) by reason of any negligent act or omission of Anoka, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Services under this Agreement.
- b. This duty to defend, indemnify and hold harmless by Anoka shall exclude any

and all negligent acts of McLeod, its employees, servants or agents. Accordingly, McLeod agrees to defend, indemnify and hold Anoka harmless from any and all claims of any nature made against it by any person which results from the negligent acts of McLeod, its employees, servants or agents.

10. INDEPENDENT CONTRACTOR.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Anoka or its employees as the agent, representative, or employee of McLeod for any purpose or in any manner whatsoever.

11. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

12. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date of the final signature below

County of Anoka, Minnesota

County of McLeod, Minnesota

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

By: _____
Paul Wright, Chair
McLeod Co. Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

By: _____
Jerry Soma
Anoka County Administrator

By: _____
Karen Messner
McLeod County Administrator

Approved as to form and execution:

Kelsey R. Kelley
Assistant County Attorney

Date: _____

Approved as to form and execution:

Michael Junge
McLeod County Attorney

Date: _____

Attachment A

Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. *Accreditation by the National Association of Medical Examiners.*
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician when autopsy is completed.
8. Weekday, weekend, and holiday coverage.
9. Faxed copies of medical examiner summary to one or more of the following; law enforcement, county attorney, and county coroner per guidelines determined within county.
10. Participate in multi-agency debriefing or emotional/complex cases when appropriate.
11. Record hospice deaths.
12. Facilitate tissue donation
13. Cremation approvals.
14. Annual statistical review with county commissioners/boards
15. Cardiac and Neuropathology referral exams included
16. Death scene investigations performed by trained investigators (employees) with 40 to 45 minute response time. This response time is subject to extraordinary circumstances beyond the investigators' control including, without limitation, inclement weather, natural disaster or physical barriers such as road inaccessibility. In such case, a good faith effort will be made to arrive as soon as practicable.

17. Taking possession of the decedent's personal property found on or near the body and releasing it pursuant to Minn. Stat. § 390.225, subd. 3.
18. Court appearance for grand juries and trials (no additional charge).
19. Transportation from the death scene to the morgue.
20. Educational services including:
 - A. An initial training session on death investigation (approximately 20 to 24 hours).
 - B. Annual in-service for death investigators and law enforcement or as needed.
18. Mass disaster preparedness.
20. Report environmental drowning(s) to Department of Natural Resources.
21. Report all infant deaths to SIDS center for grief counseling.
22. Participate in child mortality review.
23. Provide statistical information to MN Department of Health and State of MN.



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
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COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

Resolution 15-CB-28

Authorizing McLeod County enter into a Memorandum of Agreement to Create and Adopt a “One Watershed-One Plan” for the North Fork of the Crow River

Whereas, the McLeod County is a member and partner with the Crow River Organization of Water (CROW); and

Whereas, the CROW is established to facilitate cooperative watershed management activities for the Crow River watershed; and

Whereas, the Minnesota Board of Water and Soil Resources (BWSR) has offered pilot grant funding for large-scale cooperative watershed management planning based on the 8 digit HUCs for select watershed units in the State of Minnesota (the pilot grant program is referred to as One Watershed- One Plan); and

Whereas, in March of 2014, the CROW authorized its staff to submit an application for pilot One Watershed – One Plan funding for the North Fork of the Crow River; and

Whereas, the North Fork of the Crow River One Watershed-One Plan proposal has been selected as a pilot project by the BWSR; and

Whereas, McLeod County is within the North Fork of the Crow River watershed; and

Whereas, participation of the following local units of government, within the North Fork of the Crow River watershed, is considered important to the success of the plan (North Fork Crow River Watershed District, Middle Fork Crow River Watershed District, Wright County, Wright SWCD, Meeker County, Meeker SWCD, Kandiyohi County, Kandiyohi SWCD, Stearns County, Stearns SWCD, Pope County, Pope SWCD, and the CROW); and

Whereas, the CROW has authorized further facilitation for a contract with BWSR to implement the One Watershed-One Plan grant project; and

Whereas, the BWSR requires that a Memorandum of Agreement be crafted and signed by all participating parties in the plan to access the pilot grant funding.

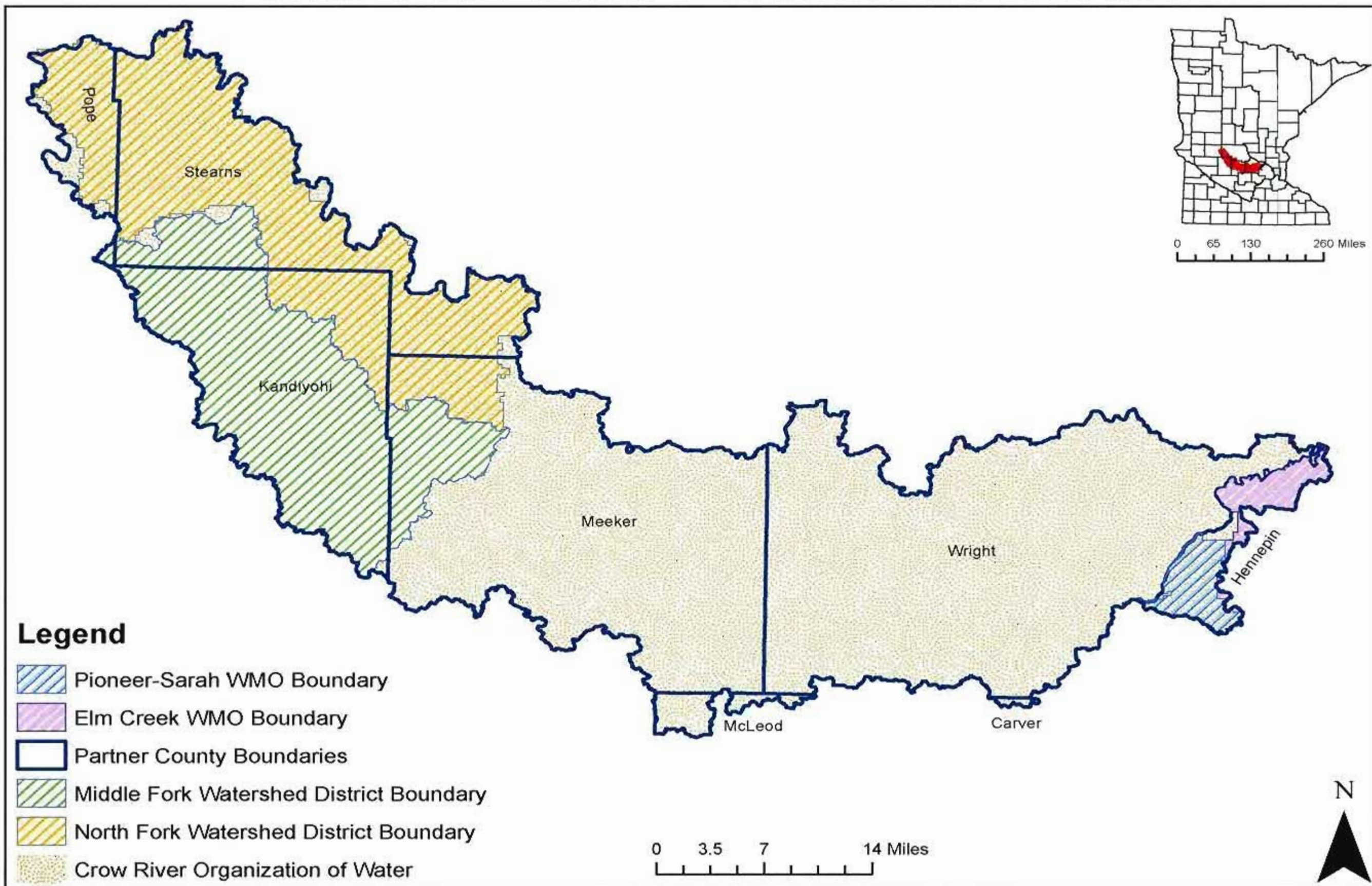
Now therefore be it resolved, that McLeod County agrees to enter into a Memorandum of Agreement (as attached) for the creation and adoption of a One Watershed – One Plan for the North Fork of the Crow River.

Adopted this 17th day of November, 2015.

Paul Wright, Chairperson

Pat Melvin, County Administrator

North Fork Crow Partners' Boundaries



**MEMORANDUM OF AGREEMENT
NORTH FORK CROW RIVER
WATER PLANNING PARTNERSHIP
(as revised 3/4/15)**

This agreement (Agreement) is made and entered into between:

The County of Kandiyohi, by and through the County Board of Commissioners, and
The County of Meeker, by and through the County Board of Commissioners, and
The County of Pope, by and through the County Board of Commissioners, and
The County of Stearns, by and through the County Board of Commissioners, and
The County of Wright, by and through the County Board of Commissioners.

The Kandiyohi Soil and Water Conservation District (SWCD), by and through the Soil and Water Conservation District (SWCD) Board of Supervisors, and
The Meeker SWCD, by and through the Soil and Water Conservation District (SWCD) Board of Supervisors, and
The Pope SWCD, by and through the Soil and Water Conservation District (SWCD) Board of Supervisors, and
The Stearns SWCD, by and through the Soil and Water Conservation District (SWCD) Board of Supervisors, and
The Wright (SWCD), by and through the Soil and Water Conservation District (SWCD) Board of Supervisors.

The Middle Fork of the Crow River Watershed District, by and through the Board of Managers,
and
The North Fork of the Crow River Watershed District, by and through the Board of Managers.

The Crow River Organization of Water (CROW), by and through the CROW Board of Directors.

Collectively referred to as the "parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs, water management, and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law, e.g., Minnesota Statutes Chapter 103B, 103E; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other

soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapter 103B, 103D and as otherwise provided by law; and

WHEREAS, the CROW through Minnesota Statutes §471.59 is a political subdivision of the State of Minnesota, with the authority to carry out environmental programs; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in North Fork of the Crow River watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities, and/or the other authorities inherent to the parties to this Agreement.

WHEREAS, preparing and adopting a comprehensive watershed management plan for the North Fork of the Crow River, pursuant to Minnesota Statutes §103B.101 Subd. 14, also known as One Watershed, One Plan and to the standards and specifications outlined by the Board of Water and Soil Resources for One Watershed, One Plan, shall satisfy all water management requirements of local units of government as required by the State and shall serve as a homogeneous water management plan for the North Fork watershed.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Purpose:** The parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the North Fork of the Crow River (see Attachment A for map of planning area). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan and the BWSR content requirements as referenced in Attachment C.
2. **Term:** This Agreement is effective upon signature of all parties in consideration of the Board of Water and Soil Resources Participation Requirements for *One Watershed, One Plan (1W1P)*; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier

terminated by law. Notwithstanding the dates of the signatures of the parties, the term of this Agreement shall be from December 1, 2014 through December 31, 2016, unless earlier terminated by law or according to the provisions of this Agreement. Any party to this Agreement may opt out of this Agreement at any point in time pursuant to 30 days written notice to the Policy Committee.

3. **Adding Additional Parties:** A party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Partnership.
4. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, 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 purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a), provided further that for purposes of that statute it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other party.
 - c. **Records Retention:** The parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes §138.17. The parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the CROW for continued retention.
 - d. **Timeliness:** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
 - e. **Termination:** The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR and until canceled by all

parties unless otherwise terminated in accordance with law or other provisions of this Agreement.

- f. **Membership:** This Agreement establishes a Policy Committee for the development and adoption of a comprehensive watershed management plan for the North Fork Crow River. Each Policy Committee member shall have one vote regarding its duties and responsibilities, except for the CROW which shall serve as an ex-officio member. In addition, the Policy Committee shall establish a Technical Advisory Committee (TAC) that will be responsible for reviewing and assisting in drafting this plan. The TAC shall not have plan approval authority. These Committees will be collectively referred to as the North Fork Crow River Water Planning Partnership (Partnership).

5. Administration:

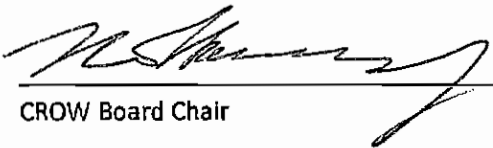
- a. **Establishment of Committees for Development of the Plan:** The parties agree designate one representative (must be an elected official, or in the case of a watershed district an official as appointed by a county board), from the respective Local Government Unit (LGU) pursuant to Minnesota Statutes Chapter 103D, to a Policy Committee for development of the comprehensive watershed management plan. The parties also agree to designate one or more technical representatives to a TAC.
 - i. The Policy Committee will meet monthly or as needed to decide/ approve on the content of the Plan. Each representative shall have one vote, except for the CROW which shall serve as an ex-officio member. The governing boards may choose alternates from their boards to serve on the Policy Committee as needed.
 - ii. The Policy Committee will establish and adopt bylaws within 60 days of execution of this document.
 - iii. The TAC will meet monthly or as needed to provide technical support and make recommendations to the Policy Committee on the development and content of the Plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the Plan to the parties to this Agreement. Each party will be responsible for initiating a review and comment process that conforms to Minnesota Statutes Chapters 103B, 103C, and 103D including required public hearings. The Policy Committee will be responsible for initiating a formal review process for the comprehensive watershed management plan conforming to Minnesota Statutes 103B and 103D including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the comprehensive watershed management plan jointly to the Board of Water and Soil Resources for review and approval.

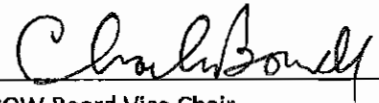
- c. **Adoption of the Plan.** The parties to this Agreement, at their discretion, agree to adopt and begin implementation of the plan within 120 days of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapter 103B, 103C, and 103D.
6. **Fiscal Agent and Grant Administration:** The CROW will act as the fiscal agent and grant administrator for the purposes of this Agreement and agrees to:
 - a. Accept all responsibilities associated with the Administration and implementation of the BWSR grant agreement for developing a comprehensive watershed management plan.
 - b. Perform all financial transactions as part of grant contract implementation.
 - c. Provide a full and complete annual financial audit report.
 - d. Provide the Policy Committee with such records as is necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the CROW's records retention schedule after termination of the Agreement. Accept all day-to-day responsibilities associated with the Implementation of the BWSR grant agreement for developing a comprehensive watershed management plan including being the primary BWSR contact for the One Watershed, One Plan grant agreement and be responsible for BWSR reporting requirements associated with the grant agreement.
 - f. Provide the Policy Committee with such records as are necessary to describe the planning condition of the BWSR grant agreement.
7. The CROW agrees to provide the following additional services as listed in Attachment B to the Partnership.
8. Reimbursement of services provided by parties in developing the Plan shall be as outlined in the by-laws.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. (Repeat this page for each participant)


PARTNER: Crow River Organization of Water (CROW)

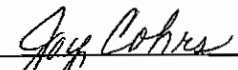
APPROVED:

BY:  4-1-15
CROW Board Chair Date

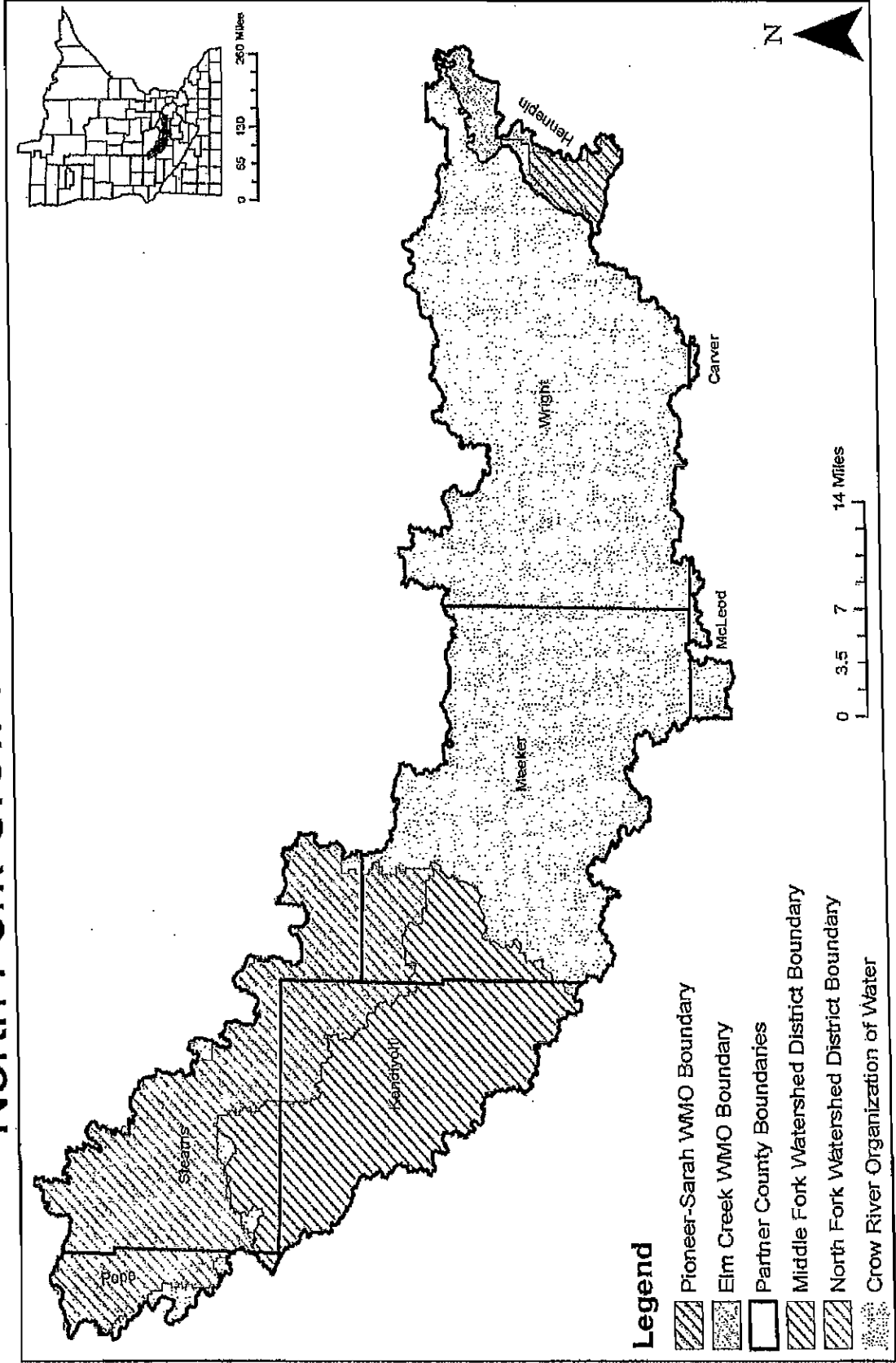
BY:  4-1-15
CROW Board Vice Chair Date

BY:  4-1-15
CROW Board Second Vice Chair Date

BY:  4-1-15
CROW Board Treasurer Date

BY:  4/1/15
CROW Board Secretary Date

North Fork Crow Partners' Boundaries



Attachment B

CROW Responsibilities and Services for North Fork Crow River One Watershed, One Plan

Facilitation of One Watershed, One Plan grant agreement

- Coordinate and draft the By-laws as required for BWSR grant
- Serve as liaison between Partnership and BWSR
- Coordinate with the Partnership_crafting of a "Work-Plan" as required for the BWSR grant agreement
- Communicate progress/issues with the Partnership.

Planning Process/Grant Administration

- Enter into grant agreement with BWSR
- Serve as Fiscal Agent for grant expenditures
- Report grant progress and final report to BWSR per grant agreement requirements
- Coordinate and manage the functions and responsibilities of the Policy Committee
- Coordinate and manage the functions and responsibilities of the Advisory Committee
- Draft, in collaboration with lead staff from the Partnership, Request For Proposal(s) and hire/manage contractors to carry out provisions of the planning process.
- Coordinate the acquisition and amalgamation of planning data and services that may be provided by the Partnership.
- Manage the implementation of the Planning Process for the completion of a Plan per the "Work Plan".
- Facilitate the adoption of the Plan by the MOA parties.
- Facilitate amendments to the-Memorandum of Agreement, if necessary.

ATTACHMENT C

BWSR PLAN CONTENT POLICY DOCUMENT



One Watershed, One Plan

Plan Content for Pilot Watersheds

September 23, 2014



Purpose: As per Minnesota Statutes §103B.101 Subd. 14, the Board of Water and Soil Resources “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan,” also known as *One Watershed, One Plan*. This document outlines plan content requirements for implementing this statute through selected pilot watersheds.

Introduction

This document contains specific details on the content requirements for drafting a plan through the *One Watershed, One Plan* pilot program. Full operating procedures for developing the plan - including initiating the planning process through review, approval, and adoption - are contained in the *One Watershed, One Plan* Operating Procedures document on the *One Watershed, One Plan* page of the BWSR website.

The following Guiding Principles provided sideboards and direction in the plan content requirements outlined in this document:

- *One Watershed, One Plan* will result in plans with prioritized, targeted, and measurable implementation actions that meet or exceed current water plan content standards.
- *One Watershed, One Plan* will strive for a systematic, watershed-wide, science-based approach to watershed management; driven by the participating local governments.
- Plans developed within *One Watershed, One Plan* should embrace the concept of multiple benefits in the development and prioritization of implementation strategies and actions.
- *One Watershed, One Plan* planning and implementation efforts will recognize local commitment and contribution.
- *One Watershed, One Plan* is not intended to be a one size fits all model.

The requirements in this document are also supported by the vision of the Local Government Water Roundtable that future watershed-based plans will have sufficient detail that local government units can, with certainty, indicate a pollutant of concern in a water body, identify the source(s) of the pollutant, and provide detailed projects that address that particular source. This vision also includes a future of limited wholesale updates to watershed-based plans; with a streamlined process to incorporate collected data, trend analysis, changes in land use, and prioritization of resource concerns into the watershed-based plan; and an emphasis on watershed management and implementation through shorter-term workplans and budgeting. This vision includes acknowledging and building off of existing plans and data (including local and state plans and data), as well as existing local government services and capacity.

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NOTE: Operating Procedures for establishing planning boundaries, requirements for participation and formal agreement between local governments within the boundary, and procedures for plan development are provided in a separate document.

I. Overview

The requirements for plan content found in this document in general include background information and a purpose for the requirement, guidance for how the requirement can be met through the planning process, and the specific plan content requirements. The primary planning terms used are: priority issues, goals, and actions. These terms are defined within the sections they are used.

Plan development procedures and steps such as: initiating a plan, establishing a planning boundary, requirements for participation and formal agreements between local governments within the boundary, and procedures for formal review and approval can be found in the *One Watershed, One Plan Program Operating Procedures for Pilots* document found on the BWSR website. Also found in the *Operation Procedures for Pilots* is the concept of three approvable plan types within the *One Watershed - One Plan* framework:

- **Water Quality Implementation Plan:** This plan further develops the strategies identified in a Watershed Restoration and Protection Strategies (WRAPS) document or equivalent studies into a consolidated implementation plan. This plan can be used to replace the implementation section of an existing plan(s), or can be used by local government partners on its own to collaboratively apply for state grants.
- **Priority Concerns Watershed Implementation Plan:** This plan leverages the existing process for developing a plan based on priority concerns typically associated with current county water planning; but shifts the scope of the plan to a watershed boundary and elevates requirements for prioritizing, targeting, and measuring implementation actions.
- **Comprehensive Watershed Management Plan:** This all-inclusive plan leverages the existing requirements for watershed district plans and has the highest standards of the three plan options. These plans will address surface and groundwater, water quality and quantity, and land use; and implementation actions in the plan will consider the broad range of tools, including capital improvements, official controls, and other tools and programs necessary to achieve the goals of the plan.

Each plan content requirement section in this document contains a statement as to how the requirement may vary by these plan types. The Water Quality Implementation Plan type must have goals to address the water quality priority issues. The remaining plan types must have goals to address all identified priority issues such as water quality, water quantity, groundwater, etc.

Although not required, a recommendation in the planning process is to develop an overarching mission or vision statement, as well as higher-level guiding principles or purposes. The purpose of establishing a vision, mission, and/or guiding principles is to provide a sense of direction for the plan and participants in the planning process. Additionally, overall organization and format of the watershed-based plan is a local decision unless otherwise specified in these requirements as long as the plan content requirements are met. However, using planning terminology consistent with this document is recommended.

An underlying theme within these requirements is the intent for watershed-based plans developed through *One Watershed, One Plan* to be succinct, with a thorough and science-based process used in development, and an emphasis in the resulting plan on the implementation schedule and implementation programs. For example, the information found in a Land and Water Resources Inventory is extremely valuable to the planning process and ultimate implementation of the actions in the plan; however, the majority of this information can be incorporated into the final plan document by reference.

II. Plan Content Requirements

Each watershed-based plan will contain the elements outlined in the following sections.

1. Executive Summary

Each plan will have a section entitled "Executive Summary." The purpose of the executive summary is to provide a condensed and concise summary of the contents of the overall plan. A well-written executive summary is beneficial for current and future elected officials, staff, citizens, and stakeholders to achieve an understanding of the plan and its intent.

Plan Content Requirement: Executive Summary

Each plan will have a section entitled "Executive Summary." The purpose of the executive summary is to provide a brief look at the contents of the plan. The summary will include:

- A. Purpose, mission, or vision statement if developed;
- B. A general map or description of the planning boundary and smaller planning or management units if used;
- C. A summary of the priority issues and goals that are addressed in the plan;
- D. A summary of the implementation actions and programs;
- E. A brief description of the process used to identify the measurable goals and targeted implementation actions; and
- F. An outline of the responsibilities of participating local governments.

This requirement applies to all plan types; however, the requirement to have a separate Executive Summary for the plan type Water Quality Implementation Plan can be waived if this plan type is amended into an existing local water plan.

2. Analysis and Prioritization of Issues

This section of the plan is intended to summarize the process planning partners used to reach understanding of and agreement on the watershed issues and priorities that will be addressed within the lifespan of the plan. Prioritizing is recognition that not all identified issues can be addressed in the timeframe of a ten year plan—some items will be addressed before others.

Planning partners are strongly encouraged to consider the potential for more extreme weather events and their implications for the water and land resources of the watershed in the analysis and prioritization of issues. While these events cannot be predicted with certainty as to time and occurrence, the meteorological record shows increased frequency and severity of extreme weather events, which has a direct effect on issues in local water planning.

Broad issues likely to be identified through the watershed planning process include:

- Soil erosion and sedimentation
- Soil health
- Altered hydrology
- Shoreland and riparian management
- Maintenance of core services; understanding of local capacity
- Water quality
- Water supply (protect, provide and conserve)
- Drinking water supply
- Wetland management
- Drainage system management
- Wastewater management
- Groundwater protection
- Flood damage reduction
- Drought mitigation
- Habitat, wildlife and fisheries
- Education, outreach and civic engagement
- Contaminants of emerging concern
- Emerging issues (e.g. land cover, climate change, etc.)
- Invasive species management

The list above is not all inclusive; any land and water related issue could be part of the plan. The process for considering and prioritizing issues generally has two parts: agreement on priority natural resources and agreement on priority issues impacting those resources. High quality recreational lakes, the main stem of the primary river in the watershed, or a specific groundwater aquifer that is the primary drinking water source in the watershed are all examples of priority resources. Identifying priority issues goes a step further by focusing on the issue(s) that impact the priority resources of the watershed, such as: "high quality recreational lakes showing a downward trend in water quality" or "sedimentation in the main stem of the priority river."

Through plan development, potential priority resources and issues are reviewed, aggregated, and summarized from: existing local plans, studies, and information; modeling, data collection, and assessment completed through the WRAPS and/or TMDLs; other state plans or studies; feedback received from the initial notifications to the plan review authorities and stakeholders; and the initial planning meeting(s) held in the watershed (see *One Watershed, One Plan Operating Procedures for Pilots*). These summarized issues are then filtered through local knowledge and information, and priority issues are selected in consideration of:

- Science and data generated through modeling, data collection, and assessment such as WRAPS, TMDLs, or equivalent;
- Anticipated future impacts or landuse changes that may provide an opportunity or escalate a risk if nothing occurs;
- Understanding of trends and/or tipping points for individual water resources;
- Understanding of precipitation frequency as per National Oceanic and Atmospheric Administration (NOAA) Atlas 14;
- Understanding of citizen and local landowner willingness to participate in potential changes to watershed management;
- Local values which may incorporate specific water or landscape resources as a priority.

Additional consideration should be made of the high-level state priorities identified in the state's Nonpoint Priority Funding Plan for Clean Water Implementation Funding. These are the priorities identified by the state agencies for investing Clean Water Fund nonpoint implementation money, based on the principles of asset preservation and risk-opportunity assessment.

- Restore those impaired waters that are closest to meeting state water quality standards.
- Protect those high-quality unimpaired waters at greatest risk of becoming impaired.
- Restore and protect water resources for public use and public health, including drinking water.

Plan Content Requirement: Analysis and Prioritization of Issues

The plan must contain:

1. A summary of the issues and resource concerns identified;
2. The steps used to consider and prioritize the identified resources and issues; and
3. A list of the agreed upon priority resources and issues for the watershed and a brief description of why the issue was selected.

Priority issues can be articulated in the plan through both a list/descriptions and map(s). The format and exact planning terminology used in the plan for presenting priority issues may vary as long as the plan covers the three requirements above, and the terminology used is defined in the plan (the summary and steps are suggested to be included as appendices). The plan is not expected to address all identified issues; however, it should include a brief explanation as to why certain issues were rejected as priorities for this planning cycle.

In the event that conflicts exist in the interpretation of issues and/or selection of priority issues, consider whether the conflict can be addressed by having both watershed-wide priorities as well as individual priorities of the participating local governments.

Plans that do not demonstrate a thorough analysis of issues, using available science and data, will not be approved. BWSR will consider the guidance and recommended tools outlined in *Section 2 Analysis and Prioritization of Issues* in assessing if analysis has been thorough.

Through the development of the *One Watershed, One Plan* program, BWSR has partnered with the University of Minnesota to assess tools and models to assist in prioritization for the purposes of developing a watershed-based plan. Through this project, specific models and tools are recommended to be used in the pilot watersheds to assist in the identification of priority issues.

Assistance with selecting and using the models and tools will be made available to pilot watersheds through BWSR. Additional or alternative models, tools, or processes that are already in use across the state may be proposed; however, agreement between the pilot watershed and BWSR staff on whether the proposed tool, model, or process meets the specific criteria outlined in the analysis will need to be achieved before proceeding. This agreement will be outlined in the approved workplan for the pilot watersheds.

3. Establishment of Measurable Goals

The plan must contain measurable goals, sometimes called objectives in planning, to address the priority issues. Measurable goals articulate what the planning partners want to achieve and allow for future evaluation of progress. A useful method for assessing if a goal is measurable is to ask the question for each goal: "will we be able to measure / show / report that we have been successful in achieving this goal when we assess implementation of the plan in the future?"

The development of measurable goals and the resulting implementation actions will be an iterative process. Goals from existing local water plans and information should be summarized and discussed for potential inclusion as part of this process. WRAPS, TMDLs, and the models used for the prioritization process noted above should all be used in the setting of goals. The implementation programs and schedule for achieving the goals should be considered and goals adjusted to reflect those achievable within the timeframe of the plan versus those that may reflect a longer view.

Formatting, terminology, and organization in the plan to meet this requirement can vary. For example, a goal to “maintain clean drinking water for future generations” is too broad to be feasibly measured and may better serve as a guiding principle. However, a broad goal such as this could be acceptable if it is supported by a series of measurable sub-goals or objectives similar to the examples below. The plan may contain a blend of goals common to the watershed as a whole, goals individual to a specific local government participant(s) and/or resource, and goals that persist beyond the timeframe of the plan.

Not every goal can be measurable within the timeframe of the plan; however the aggregate of goals in the plan should together articulate an intended pace of progress. For example, if a water quality standard is unable to be met within the lifespan of the plan, the plan should contain longer-term goals with interim points at which progress can be examined and methods and models to establish the goal can be reevaluated. Ideally, these interim points would use some measure to show attainment of an interim goal.

The timeframe of goals may also need to recognize unique settings and situations across the state. As an example, The Minnesota Geological Survey notes that response time of nitrate concentrations to changes in land use practices in southeast Minnesota will likely vary in different hydrogeologic settings, and may lag behind landuse changes by decades. In addition some water quality or designated use support goals may take decades to achieve (e.g. changes in stream biota, altered base flow hydrology).

Plan Content Requirement: Establishment of Measurable Goals

Each priority issue must have associated measurable goals for addressing the issue. Some goals will be watershed-wide; however, the majority should be focused on a specific subwatershed, natural resource, or local government. Goals for prevention of future water management problems should also be considered. Plans that do not contain sufficient measurable goals to indicate an intended pace of progress for addressing the priority issues will not be approved.

BWSR will consider the guidance and recommended tools outlined in *Section 2 Analysis and Prioritization of Issues*, the balance of broad versus focused goals and shorter-term versus longer-term goals, and detail in the targeted implementation schedule to assess if goals are sufficient. Additionally, the pace of progress towards achieving goals will be used in determinations of the extent or depth of future 10 year plan revisions. BWSR may consider issuing findings when a plan and associated implementation is sufficient that a complete revision will not be required.

The Water Quality Implementation Plan type must have goals to address the water quality

4. Targeted Implementation Schedule

Targeting takes a closer look at the priority issues and identifies cost-effective, targeted, and measurable actions necessary to achieve the goals. These actions are included in the plan in consideration of: available technical skills and capabilities, knowledge of landowner willingness, funding resources available, and implementation items or projects from existing local water plans and information and the Strategies and Actions table from the WRAPS. Actions are entered into a schedule or table that provides the details of:

- A brief description of what each action is;
- Location targeting where the action will occur;
- Identification of roles and who is responsible for the action;

- An estimate of cost and potential sources of funding for implementing the action;
- An estimate of when the implementation will occur within the 10 year timeframe of the plan; and
- How the action will be measured.

The purposes of the implementation schedule are to clearly indicate an intended pace of progress for achieving the goals, support development of shorter term workplans and budgets for the planning partners, and to support budget requests to the state through BWSR's Biennial Budget Request (BBR). A template for the targeted implementation schedule will be provided. The schedule should be supported by maps indicating the location(s) of the targeted activities.

The development of a targeted implementation schedule and associated actions is an iterative process. The same tools used for prioritization and goal setting can be used to assist with the selection of actions to be included in the targeted implementation schedule. Additionally, some actions may require prior feasibility study to determine the viability of the action.

The depth and specificity of targeted actions identified in the plan will vary. For example, capital improvement projects and best management practices to be implemented on public land can generally be specifically located and identified in the plan; whereas, conservation practices proposed for private lands may be specifically identified through the use of models and tools for purposes of developing measurable goals and the targeted implementation schedule, but those locations are only generally described in the plan itself. For these areas, the plan must overtly describe actions to work with landowners in these critical areas and tailor conservation practices.

Plan Content Requirement: Targeted Implementation Schedule

Each plan will have a targeted implementation schedule for achieving the goals with:

1. A brief description of what each action is;
2. Targeting where the action will occur;
3. Identification of roles and the responsible government unit for the action;
4. An estimate of cost and potential sources of funding for implementing the action;
5. An estimate of when the implementation will occur within the 10 year timeframe of the plan; and
6. How the action will be measured.

The schedule must clearly identify the actions the planning partners will undertake with available local funds versus the actions that will be implemented only if other sources of funds become available, and should be supported by maps indicating the location(s) of the targeted activities.

5. Implementation Programs

The implementation programs described below support the targeted implementation schedule by describing the overarching program(s) that will be used to implement actions identified in the schedule and how these programs will be coordinated between the local water management responsibilities.

- A. **Plan Administration and Coordination:** The plan must describe the following administration and coordination programs as indicated in the table *Plan Content Requirement: Implementation Programs by Plan Type* at the end of this section.
- i. **Decision-making and Staffing:** Describe how the partners will transition from a planning partnership to implementation of a watershed-based plan through descriptions of roles and responsibilities of participating local governments.
 - a. **Policy Team (decision-making):** Describe if the policy team created to develop the plan will continue through plan implementation, or clearly outline an alternative method to provide oversight and maintain accountability throughout plan implementation.
 - b. **Advisory Committee (advising):** Describe if the advisory committee(s) created for plan development will continue through plan implementation and/or describe alternative methods to ensure: a dependable forum to exchange information and knowledge about the watershed and implementation of the plan, and meet the statutory requirements for ongoing advisory committees of counties (Minnesota Statutes §103B.301-103B.3355) and watershed districts (Minnesota Statutes §103D.331-103D.337).

The plan should also establish procedures for engaging state agencies, and describe the ongoing role and commitments of the state agencies on project teams for plan implementation.
 - c. **Identification and Coordination of Shared Services (staffing):** Describe specialized and shared service areas that will be used in the watershed to implement the actions identified in the schedule and achieve greater efficiencies in service delivery. This may include shared services for program management such as if a plan action requires forest resource management technical assistance, but the local government where the action is occurring does not have a staff forester. The watershed plan and associated formal agreements should describe how the service will be shared and/or the need met. Or it may include project management, for example if one county has history and experience in implementing a large-scale multipurpose drainage project, another county in the watershed may want to contract for services with staff of the first to implement a similar project. Shared services may also include partnership with non-governmental organizations.
 - ii. **Collaboration with other Units of Government:** Describe relationships with other units of government not part of the formal agreement for plan development, including the drainage authorities within the planning boundary. For example, cities and townships are not required participants; however, recognition and inclusion of cities and townships is important and especially critical to recognize for actions involving waste water treatment plants, source water and wellhead protection for population centers, MS4s, etc.

Additionally, federal government partners are not required participants; however, federal programs and partnerships are very important resources in watershed management.

- iii. **Funding:** Describe how actions in the Implementation schedule will be funded. Both the state and local governments have responsibility for funding water management. All funding methods currently available to participants remain available to the participants and/or to the organization as a whole through the participants.
 - a. **Local Funding:** The local government planning partners have variable methods and options for generating funds to implement watershed management and to leverage state and other funding. These methods, options, and commitments of the participants must be clearly outlined in the plan.
 - b. **State Funding:** Describe state funding needs for implementation of the plan. This can be achieved through separation in the targeted implementation schedule of locally funded projects versus projects that will proceed only with state funds.
 - c. **Collaborative Grants:** Describe the intended approach to coordinated submittal of state grant applications. Collaborative grant making is a goal of *One Watershed, One Plan*.
 - d. **Federal Funding:** Federal sources of funds can be important to watershed management. The plan should describe what type of federal funding resources may be pursued to implement the plan, to the extent possible.
 - e. **Other Funding Sources:** Other sources of funds, such as from non-governmental organizations and private landowner funding, can be important to watershed management. The plan should describe what types of other funding resources may be pursued to implement the plan, to the extent possible.
- iv. **Work Planning:** Describe how the targeted implementation schedule and the implementation programs will be used for work planning. For example, describe if a collaborative work plan for the watershed, individual work plans for each local government participant, or some combination work planning be used; and describe how the work plan will be finalized and approved.
 - a. **Local Purpose:** Include a frequency, method, decision-making, and local purposes for work planning. Frequency is suggested to be annual in order to be incorporated into local budgeting and staffing decisions related to implementation of the plan and can be no more than every two years. Purposes depend on the extent of collaboration intended in the implementation schedule, programs, and subsequent agreements; as well as the extent of collaborative grant-making intended.
 - b. **State Purpose:** Describe a biennial commitment to collaboratively review and submit a BWSR biennial budget request (BBR) from the watershed. Future BBRs should be generated from the Targeted Implementation Schedule. Submittal of the BBR is a requirement for Soil and Water Conservation Districts and Counties to meet planning requirements associated with grants.
- v. **Assessment and Evaluation:** Describe the frequency, method(s), purposes, decision-making, and procedures for periodic assessment and evaluation of plan implementation. Periodic understanding of accomplishments—based on the targeted implementation schedule—is needed to measure progress, drive the work plan, and provide accountability.

- a. **Annual Evaluation:** Describe an annual commitment to collaboratively review and submit to BWSR's Level I Performance Review and Assistance Program performance standards. Additionally, describe sufficient baseline local evaluation of previous years' work to support generation of the local work plan above (if an annual local work plan is being used) and reporting requirements below.
 - b. **Biennial Evaluation:** If the watershed chooses a biennial work plan, a biennial evaluation must be described to evaluate the previous years' work and support the work plan. It is recommended this baseline evaluation ties to the requirement for measurability in the targeted implementation schedule and that a method for tracking implementation consistently across the watershed be described.
 - c. **Five Year Evaluation:** Include a schedule for a thorough five year assessment and potential revision to implementation schedule. The purpose of this evaluation is to determine progress and consider whether staying the course or resetting direction is necessary, and it may include revisions to models, considerations of new monitoring data, etc. Additional guidance, including BWSR involvement in this evaluation, will be developed through the pilot watersheds.
 - d. **Reporting:** Describe collaborative approaches to provide accountability to stakeholders and to meet annual reporting requirements of local governments, grant reporting requirements, and specific program and financial reporting requirements. Information on required annual reporting can be found on the BWSR website: www.bwsr.state.mn.us/grants/reporting/reporting.html. Consider a periodic 'state of the watershed report,' or individualized 'waterbody report cards' or other methods to provide accountability and demonstrate outcomes locally. See also the Education and Information requirements below.
 - vi. **Plan Amendments:** Describe procedures for considering plan amendments, who can propose amendments, what criteria will be used in considering amendments, and who makes the decision to proceed with the amendment.
 - vii. **Formal Agreements:** List and briefly describe any formal agreements between local governments that are pertinent to water management. This includes longstanding existing agreements and any new agreements to be implemented as part of the plan. For example, prior to completion of the plan the formal agreement between partners for planning purposes should be revisited in consultation with Minnesota Counties Intergovernmental Trust (MCIT) and legal counsel. MCIT may recommend revising the planning agreement, establishing separate agreements or contracts for specific services or actions; and/or developing a broader, watershed-wide agreement for ongoing partnership.
- B. Plan Implementation Programs:** Describe the following programs to support the targeted implementation schedule, including necessary feasibility studies, as indicated in the table *Plan Content Requirement: Implementation Programs by Plan Type* at the end of this section.
- i. **Incentive Programs:** Describe local voluntary cost share or grant programs necessary to achieve the goals; including the general purpose and scope, criteria that will be used to select projects/disperse funds, actions to work with landowners in these critical areas to tailor conservation practices, and how the program(s) will be implemented across the watershed to provide consistency and achieve goals. Incentive programs may be targeted

to specific issues, e.g. grants for sealing abandoned wells, or specific areas, e.g. watershed of priority lakes.

- ii. **Capital Improvements:** Describe opportunities for watershed-wide collaboration (e.g. sharing of specialized services and/or lessons learned on these large-scale projects) on capital improvements (physical/structural improvement with an extended life) identified in the targeted implementation schedule. Consider including opportunities for improved water management associated with county and township roads and within drainage systems managed through Drainage Law.
 - a. **Drainage:** Describe opportunities for enabling large-scale multi-purpose projects on a watershed basis.
 - b. **Capital Improvement Programs (CIPs) for Watershed Districts.** CIPs are required in the plan when a watershed district is included, consistent with the requirements of Minnesota statutes §103B and 103D. A CIP is an itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, that sets forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization. This requirement can be incorporated into the targeted implementation schedule if the specific requirements are clearly met.
- iii. **Operation and Maintenance:** Include a description of who is responsible for inspection, operation and maintenance of stormwater infrastructure, public works, facilities, and natural and artificial watercourses. Specify any new programs or revisions to existing programs needed to accomplish the goals or that may benefit from watershed-wide collaboration.
- iv. **Regulation and Enforcement:** Describe existing regulations, controls, and authorities relevant to water management for the purposes of highlighting areas of duplication, gaps, and opportunities. Include description of drainage authorities and responsibilities. Use this analysis to identify areas to maximize effectiveness and build efficiencies through improved coordination and consistent application of regulations in support of meeting plan goals. Consider also opportunities for efficiencies in required annual reports related to regulation, and enforcement and connections to possible data gaps. Regulatory areas to consider include, but are not limited to: shoreland, floodplain, septic, Wetland Conservation Act, erosion control, minimum impact design standards, land use, feedlots, prescription drug drop off, etc.
 - a. **Regulation and Enforcement for Watershed Districts:** Describe the rules and associated permit programs of watershed districts in the watershed, consistent with and as necessary to meet the requirements of Minnesota statutes §103B.337-103D.345.
 - b. **Comprehensive or land use plans:** Describe the land use authorities within the watershed as well as potential opportunities to achieve goals through, or potential conflicts with, comprehensive land use plans.

- v. **Data Collection and Monitoring:** Describe data collection and monitoring activities necessary to support the targeted implementation schedule and reasonably assess and evaluate plan progress.
- a. **Inventory:** Describe additional inventories needed in the watershed to address any gaps in the land and water resources inventory support actions in the targeted implementation schedule, if applicable.
 - b. **Monitoring:** Describe the locations, frequency, and parameters of existing water quality, quantity and other monitoring programs in the watershed. Describe if these established monitoring programs are capable of producing an accurate evaluation of the progress being made toward the goals, including improved calibration of model(s), and any new monitoring needed to improve understanding of the watershed baseline or assess particular resources. State agencies are available to assist with identification of state monitoring activities.

Include a requirement for periodic analysis of the data, a commitment to collect data consistent with state compatibility guidelines, and a commitment to submit locally collected data to the appropriate state agency for entry into public databases.
- vi. **Information, Outreach, and Education Programs:** The plan must describe information, outreach, and education program(s); specifically, opportunities where there are benefits from watershed-wide collaborations and areas where focused or targeted actions will support the priority issues and goals of the plan. At a minimum, include the purpose, targeted audiences, and a description of the actions or methods. Consider development of an education plan for the overall watershed using an approach currently successfully used in Minnesota is an adaptation of the U.S. Environmental Protection Agency guidance "Getting in Step: A Guide for Conducting Watershed Outreach Campaigns" available at: www.epa.gov/owow/watershed/outreach/documents/getnstep.pdf.

Plan Content Requirement: Implementation Programs by Plan Type

The following outlines the *minimum* plan content requirements for Implementation programs, by plan type. BWSR will use the descriptions of the programs above to determine if the requirement has been met.

	Plan Content Requirement	Water Quality Implementation Plan	Priority Concerns Implementation Plan	Comprehensive Watershed Management Plan
Plan Administration & Coordination	Decision-making and staffing	Required	Required	Required
	Collaboration with other units of government	May include	May include	Required
	Funding	Required	Required	Required
	Work Planning	Required	Required	Required
	Assessment and Evaluation	Required	Required	Required
	Plan Amendments	Required	Required	Required
	Formal Agreements	Required	Required	Required
Implementation Programs	Incentive Programs	Required	Required	Required
	Capital Improvements	May include	Required if necessary to address priorities	Required
	Operation and Maintenance	May include	Required if necessary to address priorities	Required
	Regulation and Enforcement	May include	Required if necessary to address priorities	Required
	Data Collection and Monitoring	Required	Required	Required
	Information, Outreach, and Education	Required	Required	Required

6. Plan Appendix - Land and Water Resources Inventory

A land and water resource inventory is simply an account of the water resources and physical factors affecting the water resources within the watershed. In most cases, adequate data, inventories, and general analysis of land and water resources already exist; new information does not necessarily need to be generated and the majority of resource information can be incorporated by reference with a brief general description. At a minimum, the plan should acknowledge the resource information from existing local water plans and the Watershed Restoration and Protection Strategies Report (WRAPS). This information is important not just to understand the historic status of the watershed, but useful to consider the future.

Going forward, wholesale updates and/or revisions to land and water resource inventories should be limited. Instead greater flexibility and a streamlined process for more frequent updates to incorporate collected data, updated trends analysis, and changes in land use typically associated with land and water resource inventories are envisioned.

Plan Content Requirement: Land and Water Resources Inventory

The plan must contain sufficient land and water resource information to inform the planning process and support actions in the plan. Specifically, the plan must include a brief general description of—and reference where to find—the typical and available land and water resource information. This information includes, but is not limited to:

- Topography, soils, general geology
- Precipitation
- Water Resources
 - Surface water resources, including streams, lakes, wetlands, public waters and public ditches
 - Groundwater resources, including groundwater and surface water connections if known
 - Water quality and quantity, including trends of key locations and 100-year flood levels and discharges, regulated pollutant sources and permitted wastewater discharges
 - Stormwater systems, drainage systems and control structures
 - Water-based recreation areas
- Fish and wildlife habitat, rare and endangered species
- Existing land uses and proposed development

Inventory information critical to supporting the priorities and actions of the plan may need to be more thoroughly described. For example, a description of results of trend analysis may need more in-depth description to support a priority issue in the plan; however, the data behind the analysis can be referenced.

If gaps in inventory information are identified through the plan development process, consider implementation action(s) to fill the gap rather than delaying the planning process to generate new data.

This requirement applies to all plan types and is suggested to be included as an appendix to the plan.



One Watershed, One Plan

Guiding Principles



December 18, 2013

Vision: BWSR's vision for *One Watershed, One Plan* is to align local water planning on major watershed boundaries with state strategies towards prioritized, targeted and measurable implementation plans – the next logical step in the evolution of water planning in Minnesota.

Purpose: The purpose of this document is to further outline the *One Watershed, One Plan* vision through providing the guiding principles that will direct and influence the program's future policies and procedures.

One Watershed, One Plan will result in plans with prioritized, targeted, and measurable implementation actions that meet or exceed current water plan content standards.

One Watershed, One Plan will set standards for plan content that will be consistent with or exceed the plan approval standards currently in place for local water plans. Most existing water management plans contain adequate inventories of resources and assessment of issues. *One Watershed, One Plan* will build from this point, with an expanded focus on prioritized, targeted, and measurable implementation of restoration and protection activities. The intent is for these future water plans to use existing plans, local knowledge and other studies and planning documents—including Watershed Restoration and Protection Strategies developed through the Minnesota Pollution Control Agency—to establish plans with clear implementation timelines, milestones, and cost estimates that will address the largest threats and provide the greatest environmental benefit unique to each watershed.

One Watershed, One Plan is not an effort to change local governance.

Local governments have been at the forefront of water management dating back to 1937 with the formation of the State's first soil and water conservation district. *One Watershed, One Plan* is intended to utilize the existing structures of counties, soil and water conservation districts, watershed districts and Metropolitan watershed management organizations by increasing collaboration and cooperation across political boundaries.

One Watershed, One Plan will strive for a systematic, watershed-wide, science-based approach to watershed management; driven by the participating local governments.

It is important for all communities to take part in managing their watersheds through goal setting, monitoring, restoring and protecting water resources and local habitats and ensuring a good quality of life for all who live, work, and recreate in those spaces. A decided "bottom up" approach for water management—allowing the key discussions of major water resource issues, concerns, problems, goals and objectives and potential solutions to originate and be first fully vetted at the stakeholder level—is envisioned. Expanding involvement and collaboration at the ground-level creates greater buy-in and support at all levels of government.

One Watershed, One Plan will use the state's delineated major watersheds (8-digit hydrologic unit codes or HUC8) as the starting point for defining the preferred scale for local watershed management planning.

The Local Government Water Roundtable (LGWR), a collaboration between the Association of Minnesota Counties, the Minnesota Association of Watershed Districts, and the Minnesota Association of Soil and Water Conservation Districts, determined it is in the public interest to manage ground and surface water resources from the perspective of watersheds and aquifers and to achieve protection, preservation, enhancement, and restoration of the state's valuable water resources. This determination is consistent with the state's water management policy, furthered through legislation passed in 2012 that provided BWSR with: the authority to develop and implement a

comprehensive watershed management plan approach and to establish a suggested watershed boundary framework for implementing this planning approach. *One Watershed, One Plan* will transform the current system of water plans, largely organized on political boundaries, to one where plans are coordinated and consolidated largely on a watershed basis.

One Watershed, One Plan must involve a broad range of stakeholders to ensure an integrated approach to watershed management.

The underlying principle of watershed management is that people, land, and water are connected. People use land in a variety of ways, and affect ecosystems and ultimately their own communities for better or worse. Managing and protecting the environment while providing a high quality of life for people is a complex process that is most successful when governing bodies, community members, and experts in various fields are true partners in the planning process. *One Watershed, One Plan* envisions an approach that will pull parties together in every aspect of the water arena in a way that goes beyond the interests of any one government agency or stakeholder and in a way that has never been done before.

Plans developed within One Watershed, One Plan should embrace the concept of multiple benefits in the development and prioritization of implementation strategies and actions.

Prioritized, multi-benefit projects provide benefits to more than one group or interest and address more than one environmental resource within a watershed. These types of projects are necessary to build the support of citizens and agencies, achieve water quality and quantity goals, and produce the environmental goods and benefits that a healthy watershed provides. Examples of multiple benefits might include a combination of any of the following: flood control, water quality benefits, ecological benefits, administrative efficiencies, economic benefits, or others. Identification of and action on multi-benefit projects should be a priority in *One Watershed, One Plan* strategies and actions.

One Watershed, One Plan implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed.

Decision-making that spans political boundaries is essential to fully implement watershed management and achieve established goals for the watershed; therefore, formal agreements outlining the means and method for this decision-making are also essential.

One Watershed, One Plan planning and implementation efforts will recognize local commitment and contribution.

History shows us that when local water management programs and projects rely almost entirely on outside funding, they are unable to sustain themselves over time. Locally supported and funded technical, administration, support, and outreach activities that leverage funding from the State will be key to ensuring sustainable local government capabilities and long-term success on both the local level and watershed scale.

One Watershed, One Plan is not intended to be a one size fits all model.

One Watershed, One Plan must recognize that our local governments charged with water management are just as diverse as the water resources and landscapes that we have in the State. As such, the *One Watershed, One Plan* policies and procedures guided by this principle will be designed to provide options for local governments to choose from that can account for these differences while at the same time move forward in achieving the transition to comprehensive watershed management plans that blanket the State.



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Resolution 15-CB-29

Supporting Hands Nurse-Family Partnership Discontinuing Fiscal Agent Services

Whereas, the McLeod County Board of Commissioners approved on December 6, 2007 effective January 1, 2008 that the County Auditor-Treasurer would serve as fiscal agent to Supporting Hands Nurse-Family Partnership including; accounts payable and receivable, payroll and benefits, and financial statement, and

Whereas, the McLeod County Board of Commissioners acknowledges that effective January 1, 2016 Supporting Hands Nurse-Family Partnership will contract with Renville County for fiscal agent services and a private certified public accounting firm for payroll and benefits, and

Whereas, the McLeod County Board of Commissioners acknowledges that effective January 1, 2016 all employees of Supporting Hands Nurse-Family Partnership that have been paid through the McLeod County payroll system shall be transferred to the Supporting Hands Nurse-Family Partnership payroll system, and

Whereas, the McLeod County Board of Commissioners further acknowledges that all accumulated vacation and sick leave balances as of December 31, 2015 shall likewise be transferred with these employees and shall remain the sole financial responsibility of Supporting Hands Nurse-Family Partnership, and

Whereas, the Supporting Hands Nurse-Family Partnership, as the employer, shall continue to establish salary and benefits for their employees.

Now Therefore be it Resolved, the McLeod County Board approves discontinuing fiscal agent services including; accounts payable and receivable, payroll and benefits, and financial statement for Supporting Hands Nurse-Family Partnership effective January 1, 2016.

Adopted this 17th day of November, 2015.

Paul Wright, Chairperson

Pat Melvin, County Administrator