

**DECEMBER 19, 2017
MCLEOD COUNTY
BOARD MEETING
WILL BE HELD AT
THE GLENCOE
CITY CENTER
1107 11TH STREET E
GLENCOE, MN**

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
DECEMBER 19, 2017**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:03 CONSIDERATION OF AGENDA ITEMS*

3 9:08 CONSENT AGENDA*

- A. December 7, 2017 Meeting Minutes and Synopsis.
- B. December 2, 2017 Auditor's Warrants.
- C. December 8, 2017 Auditor's Warrants.
- D. Approve Memorandum of Agreement with LELS Non-licensed Sergeants for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- E. Approve Memorandum of Agreement with LELS Licensed Sergeants for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- F. Approve Memorandum of Agreement with MNPEA Deputy Unit for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- G. Approve Memorandum of Agreement with MNPEA Communications/Corrections Unit for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- H. Approve Memorandum of Agreement with Teamsters Clerical for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- I. Approve Memorandum of Agreement with Teamsters Highway for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- J. Approve Memorandum of Agreement with AFSCME Unit for health insurance addendum to reopen the collective bargaining agreement to negotiate the amount of the employer contribution for health insurance for 2018 and 2019.
- K. Approve annual renewal of McLeod County Public Health Hispanic Outreach Worker Contract (Carmen Patino), January 1, 2018 - December 31, 2018.
- L. Approve Sale of Cigarette and other Tobacco Products License for Cactus Jacks II, Stewart, MN from January 1, 2018 through December 31, 2018.

- M. Approve annual renewal of transportation services contract with PEART & Assoc. for security transport services.
- N. Approve Donald Artmann's request of Re-Plat of Lot 1, Block 1, Watry's Subdivision and small tract located within the SW ¼ of the SE ¼ in Section 34 of Winsted Township and to be named "ARTMANN ACRES." The existing utility and drainage easement will be vacated with a new easement being created due to a proposed addition onto an existing storage shed which would cross the easement and property line. Both existing parcels are owned by the applicant. The total area is 5.21 acres. The buildable lot is 5.08 acres. Upon approval of the County Board of Commissioners, Mr. Artmann will need an affidavit letter from his mortgage company waiving the right to plat which will be recorded with the plat. Winsted Township Board recommended approval on November 14, 2017. The Planning Advisory Committee recommended approval on November 22, 2017 upon County Attorney review and approval of Opinion of Title.
- O. Approve Conditional Use Permit 17-22 requested by Daniel Zetah being represented by Charles Hausladen to operate a retreat learning center and Bed and Breakfast with food preparation and retail foods to teach a sustainable lifestyle of living off of the land. This operation will remain small. This property is located in Section 12 of Acoma Township. The Board of Acoma Township recommended approval on November 19, 2017. The Planning Advisory Committee unanimously recommended approval on November 22, 2017, with the following conditions:
 - 1) Applicant(s) must live on-site.
 - 2) All MPCA, State and local permits required.
 - 3) Must meet all MN Department of Health and State Building Code requirements.
 - 4) No harvesting or structures on land included in the Soil & Water Conservation District Program.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST*

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

6 9:05 CONTEGRITY – Construction Manager Sam Lauer

A. Construction Update.

7 9:10 ROAD AND BRIDGE – Engineer John Brunkhorst

A. Consider approval of a cooperative agreement with the City of Glencoe for reconstruction of CSAH 15 (Morningside) from 11th Street to 16th Street.*

This agreement defines various rights, obligations, and cost sharing of the project. This agreement is similar to prior agreements with Glencoe for previous construction on Morningside.

- B. Consider hiring SEH (Hutchinson, MN) to perform design engineering for SAP 43-615-013, CSAH 15 (Morningside) reconstruction from 11th Street to 16th Street. Costs based on hourly rates plus expenses, not to exceed a total fee of \$285,300; contingent upon City of Glencoe approval of the cooperative construction agreement.*

The design engineering involves project management, public involvement, environmental work, drainage, preliminary/final design, railroad coordination, permitting work, and miscellaneous.

Highway Department recommends hiring SEH for following reasons:

- They are the Glencoe City Engineer
- They have done previous studies and layouts for this project and are very familiar with it
- The total fee is approximately 6% of the project costs, which is below typical design costs for similar projects

8 9:15 SHERIFFS DEPARTMENT – Deputy Sheriff Tim Langenfeld

- A. Consider approval to purchase three Ford Police Interceptor Utility Vehicles with EcoBoost engines via state contract from Ford of Hibbing for \$31,676.45 each and a total cost of \$95,029.35 with funding coming from the 2018 Sheriff budget.*

These vehicles will replace one 2013 and two 2014 patrol SUV's with high mileage.

- B. Consider approval to purchase one 2018 Ford Police Interceptor Utility vehicle via state contract from Ford of Hibbing for \$28,144.45 with funding coming from the 2018 Sheriff budget.*

This will replace a 2013 Dodge Durango with over 150,000 miles.

9 9:20 JAIL – Administrator Kate Jones

- A. Consider approval for out-of-state travel for Kate Jones to attend Jail Operational and Legal Issues in Las Vegas NV from January 22nd through January 25th at a cost not to exceed \$2,000.*

There are a number of topics at this training that are not routinely covered as refreshers in MN trainings. Being the county is almost doubling the size of the current jail this training is relevant and timely considering the increase in liability that will be added.

10 9:25 SOLID WASTE – Interim Director Sarah Young

- A. Consider approval of a five year joint powers agreement with the State of MN for the operation of a household hazardous waste program.*

This agreement recognizes McLeod County as a regional program for both McLeod and Sibley County.

- B. Consider approval of agreement with Paintcare, Inc. (Washington D.C.) who is contracted by the State of MN to be a third party stewardship program to collect, manage, and disburse the eco fee collected from architectural paint purchases in Minnesota.*

Purpose of this agreement is for indemnification and reimbursement of architectural paint recycling/disposal costs as a regional program.

- C. Consider approval of a three year household hazardous waste use agreement with Meeker County.*

This agreement will cover expenses associated with the delivery and acceptance of Meeker County material.

- D. Consider approval of a one year household hazardous waste reciprocity agreement with Carver County.*

This agreement will cover expenses associated with the delivery and acceptance of Carver County material; and reimburse Carver County for expenses incurred by the delivery and acceptance of McLeod County material.

- E. Consider approval to set the next Solid Waste Advisory Committee (SWAC) meeting for January 4, 2018.*

- F. Consider approval of Industrial Storm Water Change Form.*

This identifies better sampling locations to provide the State with a more accurate sampling of storm water from the Solid Waste site. The first sampling in the spring of this year the sampling location was a direct discharge off of the east parking/drive through location. This sampling site is not an accurate reflection of the entire site, therefore, this site was changed and two additional sampling sites were identified.

11 9:35 COURT ADMINISTRATION – Administrator Karen Messner

- A. Consider approval to upgrade the sound system in Courtroom #2 at a cost not to exceed \$28,000 with funding coming from Capital Assets Fund.*

12 9:40 PUBLIC HEALTH – Director Jennifer Hauser, CHS Director Allie Elbert

- A. Consider adoption of Resolution 17-CB-41 Amending the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board.*

Approval of the amended CHB joint powers agreement, which included the 2 language changes in Article V, sections 5 and 6

1. Initial Administrative Integration Funding (\$29,148 for McLeod County at 48.58% of \$60,000 total, which will come from 2017 Public Health Budget). This funding percentage is based on county population.
 - a. This money is needed *regardless* of the delegation agreement outcome.
2. Program Transition Funding

13 9:50 HUMAN RESOURCES – Deputy Administrator Sheila Murphy

- A. Consider December 12, 2017 Staffing Request Recommendations.*
- B. Consider approval to hire a replacement for vacant position as Mental Health Professional on the TriStar Team in Cosmos as Hiring Authority at 105% reimbursement.*
- C. Consider approval to hire an Administrative Assistant (grade 130) in Planning & Zoning/Environmental Services which will replace the Secretary II (Grade 120).*
- D. Consider approval of contract with Employment Resource Center (Hutchinson, MN) to allow use of temporary resources as needed.*

14 10:00 PLANNING & ZONING – Administrator Larry Gasow

- A. Consider denial of Conditional Use Permit requested by Mitchell Niccum for exterior storage of more than five (5) vehicles and up to forty (40) vehicles to be kept and stored on-site and salvaged throughout the year then disposed of at another facility, located within 3.01 AC of the NW ¼ SW ¼ of Section 24 in Hutchinson Township.*

The Hutchinson Town Board recommended approval of this request on September 14, 2017.

The McLeod County Planning Commission recommended denial of the Conditional Use Permit on October 25, with findings for denial.

The McLeod County Board of Commissioners tabled this item on November 7, to go back before the Planning Advisory Commission to allow Mr. Niccum the opportunity to attend the meeting and explain his business plan.

The McLeod County Planning Commission, again, recommended denial of this request as presented on November 22, due to the following findings:

- 1) Applicant does not have a written business plan or operational plan describing the business process, safety measures, proper waste disposal, handling of hazardous materials, and proper site plan regarding fencing and screening.
- 2) Without a written business or operational plan, adequate measures and plans were not addressed as to control and prevent spills of hazardous automotive fluids leaking during the outdoor storage and/or dismantling vehicles.
- 3) The available rear yard area of the 3.01 acre parcel designated for exterior storage is too small for the storage of 40 vehicles.

- 4) Without addressing the proper collection and disposal of the automotive fluids, there were environmental concerns of neighboring properties which also include the sensitive areas of the Fish and Wild Life and Pheasants Forever property.
- 5) Due to the topography and elevation of the parcel there was concern of surface sheet flow run off from snow melt and rains directly into the CR #4 road right of way.
- 6) Traffic concerns for site clearance and other safety concerns on CR #4 for the amount of loaded trailers entering and leaving the site.
- 7) Difficulty in the proper screening the site due to the elevation change would become a visual nuisance to the area.
- 8) The amount of letters received by neighboring property owners in opposition to this request, unlike other existing salvage yards within their township located within a more commercial use area, their concern is that this type of land use at this location would adversely affect their property values.

15 RECESS COUNTY BOARD MEETING

16 10:10 MCLEOD SIBLEY JOINT DITCH #8 – Drainage Authority

- A. Consider approval to open JD #8 McLeod Sibley drainage authority.*
- B. Consider approval minutes from 11/21/2017.*
- C. Consider approval of the Findings and Order of the Redetermined Benefits of Joint Ditch No. 8 McS.*
- D. Consider approval to close JD #8 McLeod Sibley Counties.*

17 RE-OPEN COUNTY BOARD MEETING

18 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
 - Commissioner reports of committee meetings attended since December 7, 2017.
- A. Consider approval to finalize the Trailblazer Joint Powers Agreement.*
 - B. Consider merger of Parks, Fairgrounds, and Highway into a new Public Works Department effective 1/1/2018.*

OTHER

Open Forum
Press Relations

RECESS

Next board meeting December 26, 2017 at 9:00 a.m. at the Glencoe City Center.

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING MINUTES – December 7, 2017**

CALL TO ORDER

The evening meeting of the McLeod County Board of Commissioners was called to order at 4:30 p.m. by Chair Joe Nagel in the County Board Room. Commissioners Shimanski, Nagel, Krueger and Pohlmeier were present. Administrative Assistant Donna Rickeman and County Auditor-Treasurer Cindy Schultz were also present.

PLEDGE OF ALLEGIANCE

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

CONSIDERATION OF AGENDA ITEMS

- A) Remove under Consent Item U and add under Administration Item C:
Approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Brownton Rod & Gun Club in Brownton, MN from January 1, 2018 through December 31, 2018.
- B) Remove under Building Services Item A: Consider approval to replace carpeting in the Annex building from MCI Inc. (Waite Park, MN) for \$12,122 with funding from building major repair funds.

Krueger/Wright carried unanimously to approve the agenda as revised.

CONSENT AGENDA

- A) November 21, 2017 Meeting Minutes and Synopsis.
- B) November 17, 2017 Auditor's Warrants.
- C) November 22, 2017 Auditor's Warrants.
- D) Approve agreement with State of Minnesota for Safe and Secure Courthouse Initiative Grant in an amount not to exceed \$22,535.
- E) Approve annual renewal of Southwest Metro Drug Task Force Joint Powers Agreement.
- F) Approve annual renewal of contract with Hutchinson Health Outpatient Mental Health Services and Mental Health Hold Orders.
- G) Approve annual renewal of contract with Village Ranch Family Services – Children's Therapeutic Services and Supports.
- H) Approve annual renewal of contract with Laural Olson, Independent Contractor – Independent Living Skills.
- I) Approve annual renewal of contract with Jeanne M. Fritz, Independent Contractor – Children's Mental Health Clinical Supervision.

- J) Approve annual renewal of contract with Richard Decker, Independent Contractor – Mental Health Clinical Supervision.
- K) Approve annual renewal of contract with SW MN Adult MH Consortium - ARMHS (Adult Rehabilitative MH Services), ACT (Assertive Community Treatment) Services, and Regional Housing Services.
- L) Approve annual renewal of contract with Woodland Centers – Adult and Youth Crisis Stabilization and Detoxification.
- M) Approve annual renewal of contract with TRIMIN Systems – Annual Support for ACS (Agency Collection) & SWS (Soc. Welfare) systems.
- N) Approve annual renewal of contract with DHS Child Support Interagency Cooperative Agreement – with Soc. Svc., Sheriff, and County Attorney.
- O) Approve annual renewal of contract with West Central Industries – Supportive Employment Services (Full Day; Partial Day; Monthly Service Unit).
- P) Approve annual renewal of contract with County Attorney – Fraud Contract for Income Maintenance.
- Q) Approve annual renewal of contract with Seneca Family of Agencies – relative searches.
- R) Approve annual renewal of contract with Semi-Independent Living Services (SILS) Aveyron Homes, REM and Diversified Lifestyles.
- S) Approve the Sale of Cigarette and other Tobacco Products License for Hutchinson Co-op, in Silver Lake, MN from January 1, 2018 through December 31, 2018.
- T) Approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Major Ave Hunt Club in Glencoe, MN from January 1, 2018 through December 31, 2018.

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

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

Road & Bridge	\$28,279.70
Special Revenue Fund	\$201,232.90

Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$229,512.60 from the aforementioned funds.

BUILDING SERVICES – Building Maintenance Supervisor Scott Grivna

- A) Replace carpeting in the Annex building was removed from the agenda for further discussion.

INFORMATION TECHNOLOGY – Director Vince Traver

- A) Vince Traver requested acceptance of quote #15245753 from Xigent (Plymouth MN) off the state contract for \$51,248.51 to purchase and replace

our aging backup storage infrastructure with funding coming from the IT capital budget.

Two years of support are built into the price. Current Backup storage infrastructure is five years old needs to be replaced so IT can continue to backup up data and recover it as needed and not continue to pay higher costs for extended warranties.

Nagel/Krueger motion carried unanimously to accept quote #15245753 from Xigent (Plymouth MN) off the state contract for \$51,248.51 to purchase and replace our aging backup storage infrastructure with funding coming from the IT capital budget.

- B) Vince Traver requested acceptance of quote #4006150107-v4 from Xigent (Plymouth MN) off the state contract for \$22,445.56 to purchase two physical servers to replace three with funding coming from the IT capital budget.

This will replace current backup server in Glencoe and replace two servers in the HATS building with one that will combine functionality of the current two servers in Hutchinson.

Pohlmeier/Shimanski motion carried unanimously to accept quote #4006150107-v4 from Xigent (Plymouth MN) off the state contract for \$22,445.56 to purchase two physical servers to replace three with funding coming from the IT capital budget.

- C) Vince Traver requested acceptance of quote #JKVQ093 from CDW-G (Chicago, IL) off the state contract for \$13,848.80 to purchase and replace aging routers with funding coming from the IT capital budget.

Replacing aging routers, one in Glencoe and one in Hutchinson. The price includes a trade in on some other equipment and annual maintenance.

Krueger/Pohlmeier motion carried unanimously to accept quote #JKVQ093 from CDW-G (Chicago, IL) off the state contract for \$13,848.80 to purchase and replace aging routers with funding coming from the IT capital budget.

- D) Vince Traver requested acceptance of quote #219578904 from Insight Public Sector (Tempe, AZ) off the state contract for \$6,629.40 to purchase CheckPoint Smart Event software with funding coming from the IT capital budget.

This software works in conjunction with an agreement that was made with the state when McLeod County put in the new CheckPoint firewalls. This

software will allow IT to report on things recorded in log files faster and more efficiently.

Wright/Shimanski motion carried unanimously to accept quote #219578904 from Insight Public Sector (Tempe, AZ) off the state contract for \$6,629.40 to purchase CheckPoint Smart Event software with funding coming from the IT capital budget.

PARKS – Director Al Koglin

- A) Al Koglin requested acceptance of proposal from Braun Intertec (Minneapolis, MN) for at least 3 core samples of the gym floor in the Commercial Building at a cost of \$7,535 with funding coming from the Fairgrounds 2017 budget.

This will be done to help determine the cause of the rubber floor rising in certain areas of the gym.

Nagel/Shimanski motion carried unanimously to accept proposal from Braun Intertec (Minneapolis, MN) for at least 3 core samples of the gym floor in the Commercial Building at a cost of \$7,535 with funding coming from the Fairgrounds 2017 budget.

ROAD AND BRIDGE – Engineer John Brunkhorst

- A) John Brunkhorst requested concurrence with award of SAP 43-598-015 (bridge L5809 replacement on CR 90) to lowest responsible bidder, which was Landwehr Construction (St. Cloud, MN) with a low bid of \$69,890 for alternate A (completion this year).

Other bids included: Mathiowetz Construction (Sleepy Eye, MN) \$71,010; Midwest Contracting, LLC (Marshall, MN) \$98,040; R & R Excavating (Hutchinson, MN) \$102,529.63; Ram Excavating, Inc. (Winsted, MN) \$115,850 and Land Pride Construction, LLC (Paynesville, MN) \$123,681.

On 11/21/17 the Board authorized award to lowest responsible bidder as determined by the Engineer.

Wright/Krueger motion carried unanimously to concur with award of SAP 43-598-015 (bridge L5809 replacement on CR 90) to lowest responsible bidder, which was Landwehr Construction (St. Cloud, MN) with a low bid of \$69,890 for alternate A (completion this year).

- B) John Brunkhorst requested approval to purchase a 2017 John Deere 5085E Utility Tractor from Midwest Machinery (Glencoe, MN) for \$48,877.48 (State Contract).

This tractor will replace a 2007 similar model that was involved in a traffic crash on 11/6/17.

Insurance will cover \$26,998.33; the remainder will come from Highway reserves.

Shimanski/Pohlmeier motion carried unanimously to approve purchase of a 2017 John Deere 5085E Utility Tractor from Midwest Machinery (Glencoe, MN) for \$48,877.48 (State Contract) with insurance covering \$26,998.33 and remaining coming from Highway reserves.

- C) John Brunkhorst requested final acceptance and payment of \$186,381.24 to PCI Roads (St. Michael, MN) for SAP 43-603-032, concrete overlay on CSAH 3.

This project was completed satisfactorily and final acceptance and payment is recommended.

Pohlmeier/Krueger motion carried unanimously of final acceptance and payment of \$186,381.24 to PCI Roads (St. Michael, MN) for SAP 43-603-032, concrete overlay on CSAH 3.

AUDITOR-TREASURER – Property Records & Elections Administrator Janet Betsinger

- A) Janet Betsinger requested adoption of Resolution 17-CB-38 Authorizing the County to make application to the Minnesota Secretary of State for the Elections Voting Equipment Grant.

Minnesota State legislature passed in the 2017 Special Legislative Session that appropriated \$7 million in grant funding to be used to replace the aging voting equipment or enhance the integrity of the voting system through the use of electronic rosters, referred to as electronic pollbooks.

If all 87 Counties request enough funding for all precincts, the Grant would be limited to \$1,699 per precinct, which is far less than what would be needed. If the Grant requests are less than whole for every County in the state, the grant per precinct would be increased. The maximum grant per precinct is no more than \$5,000.

The County must agree to provide a match of at least 25% of the amount needed to be used for electronic pollbooks and/or an equal 50% match of the acquisition of any other voting equipment.

The total cost of the eligible costs for the Grant are \$140,000, which includes the hardware and software, and at a minimum, the County's contribution can be no less than \$75,125; based upon the estimates provided by the Minnesota Secretary of State, the minimum Grant will be no less than \$47,572, which will require the County to provide additional funding for the technology.

Krueger/Pohlmeier motion carried unanimously to adopt Resolution 17-CB-38 Authorizing the County to make application to the Minnesota Secretary of State for the Elections Voting Equipment Grant.

HUMAN RESOURCES – Deputy Administrator Sheila Murphy

- A) Sheila Murphy requested approval of recommendation from Evaluation Committee to re-rate Sign Technician/Maintenance II and Weed Sprayer/Maintenance II from a Grade 140 to a Grade 150.

Wright/Shimanski motion carried unanimously to approve re-rating Sign Technician/Maintenance II and Weed Sprayer/Maintenance II from a Grade 140 to a Grade 150.

- B) Sheila Murphy requested approval of recommendation from Evaluation Committee to hire a Jail Technical Specialist I Grade 130 to replace Technical Specialist I and post internally.

Nagel/Shimanski motion carried unanimously to hire a Jail Technical Specialist I Grade 130 to replace Technical Specialist I and post internally.

COUNTY ADMINISTRATION

- A) Cindy Schultz Ford requested approval to set the 2018 non-union salary increases at 3% for all full and part-time employees who are not at the salary range maximum. In addition, Sheriff Posse, Veteran Van Drivers, returning seasonal part-time (67 shifts) will receive a 3% wage increase. Effective date December 12/24/2017.

Shimanski/Wright motion carried unanimously to set the 2018 non-union salary increases at 3% for all full and part-time employees who are not at the salary range maximum. In addition, Sheriff Posse, Veteran Van Drivers, returning seasonal part-time (67 shifts) will receive a 3% wage increase.

- B) Cindy Schultz Ford requested of Resolution 17-CB-42 Setting the 2018 Commissioner Salary, Per Diem and Mileage reimbursement rate.

The Budget Committee recommended the Commissioners receive 3% salary increase as did the non-union employees resulting in a 2018 salary of \$29,352. The per diems increased from the current \$50/100 for half day/full day to \$75/\$125 and to continue the current mileage reimbursement rate of .35/mile.

Shimanski/Krueger motion carried unanimously to adopt Resolution 17-CB-42 Setting the 2018 Commissioner Salary at \$29,352 Per Diem at \$75/\$125 and Mileage reimbursement rate of .35/mile.

- C) Cindy Schultz Ford requested approval of upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Brownton Rod & Gun Club in Brownton, MN from January 1, 2018 through December 31, 2018.

Brownton Rod & Gun Club would like to upgrade their liquor license without increasing their annual aggregate for dram shop insurance of \$1M. Discussion took place and it was determined that we need to be consistent throughout McLeod County.

Wright/Nagel motion carried unanimously to approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Brownton Rod & Gun Club in Brownton, MN from January 1, 2018 through December 31, 2018 pending \$1M dram shop insurance.

Wright/Krueger motion carried unanimously to recess the meeting until 6:00 p.m.

PUBLIC HEARING – Truth in Taxation

- A) Connie Kurtzweg and Colleen Robeck presented the report on the 2018 budget and explained the hearing process; Colleen Robeck reviewed the prepared documents related to the proposed 2018 budget and levy.

Nagel/Krueger motion carried unanimously to close the Truth in Taxation meeting and at 7:09 p.m.

Wright/Shimanski carried unanimously to recess at 7:10 p.m. until 9:00 a.m. December 19, 2017 at the Glencoe City Center.

ATTEST:

Joe Nagel, Board Chair

Cindy Schultz Ford, Interim County
Administrator

DRAFT

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – December 7, 2017

1. Commissioners Nagel, Wright, Krueger, Shimanski and Pohlmeier were present.
2. Krueger/Wright motion carried unanimously to approve the agenda as revised.
3. Pohlmeier/Shimanski motion carried unanimously to approve the consent agenda including November 21, 2017 Meeting Minutes and Synopsis; November 17, 2017 Auditor's Warrants; November 22, 2017 Auditor's Warrants; Approve agreement with State of Minnesota for Safe and Secure Courthouse Initiative Grant in an amount not to exceed \$22,535; Approve annual renewal of Southwest Metro Drug Task Force Joint Powers Agreement; Approve annual renewal of contract with Hutchinson Health Outpatient Mental Health Services and Mental Health Hold Orders; Approve annual renewal of contract with Village Ranch Family Services – Children's Therapeutic Services and Supports; Approve annual renewal of contract with Laural Olson, Independent Contractor – Independent Living Skills; Approve annual renewal of contract with Jeanne M. Fritz, Independent Contractor – Children's Mental Health Clinical Supervision; Approve annual renewal of contract with Richard Decker, Independent Contractor – Mental Health Clinical Supervision; Approve annual renewal of contract with SW MN Adult MH Consortium - ARMHS (Adult Rehabilitative MH Services), ACT (Assertive Community Treatment) Services, and Regional Housing Services; Approve annual renewal of contract with Woodland Centers – Adult and Youth Crisis Stabilization and Detoxification; Approve annual renewal of contract with TRIMIN Systems – Annual Support for ACS (Agency Collection) & SWS (Soc. Welfare) systems; Approve annual renewal of contract with DHS Child Support Interagency Cooperative Agreement – with Soc. Svc., Sheriff, and County Attorney; Approve annual renewal of contract with West Central Industries – Supportive Employment Services (Full Day; Partial Day; Monthly Service Unit); Approve annual renewal of contract with County Attorney – Fraud Contract for Income Maintenance; Approve annual renewal of contract with Seneca Family of Agencies – relative searches; Approve annual renewal of contract with Semi-Independent Living Services (SILS) Aveyron Homes, REM and Diversified Lifestyles; Approve the Sale of Cigarette and other Tobacco Products License for Hutchinson Co-op, in Silver Lake, MN from January 1, 2018 through December 31, 2018; Approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Major Ave Hunt Club in Glencoe, MN from January 1, 2018 through December 31, 2018.
4. Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$229,512.60 from the aforementioned funds.
5. Nagel/Krueger motion carried unanimously to accept quote #15245753 from Xigent (Plymouth MN) off the state contract for \$51,248.51 to purchase and replace our aging backup storage infrastructure with funding coming from the IT capital budget.

6. Pohlmeier/Shimanski motion carried unanimously to accept quote #4006150107-v4 from Xigent (Plymouth MN) off the state contract for \$22,445.56 to purchase two physical servers to replace three with funding coming from the IT capital budget.
7. Krueger/Pohlmeier motion carried unanimously to accept quote #JKVQ093 from CDW-G (Chicago, IL) off the state contract for \$13,848.80 to purchase and replace aging routers with funding coming from the IT capital budget.
8. Wright/Shimanski motion carried unanimously to accept quote #219578904 from Insight Public Sector (Tempe, AZ) off the state contract for \$6,629.40 to purchase CheckPoint Smart Event software with funding coming from the IT capital budget.
9. Nagel/Shimanski motion carried unanimously to accept proposal from Braun Intertec (Minneapolis, MN) for at least 3 core samples of the gym floor in the Commercial Building at a cost of \$7,535 with funding coming from the Fairgrounds 2017 budget.
10. Wright/Krueger motion carried unanimously to concur with award of SAP 43-598-015 (bridge L5809 replacement on CR 90) to lowest responsible bidder, which was Landwehr Construction (St. Cloud, MN) with a low bid of \$69,890 for alternate A (completion this year).
11. Shimanski/Pohlmeier motion carried unanimously to approve purchase of a 2017 John Deere 5085E Utility Tractor from Midwest Machinery (Glencoe, MN) for \$48,877.48 (State Contract) with insurance covering \$26,998.33 and remaining coming from Highway reserves.
12. Pohlmeier/Krueger motion carried unanimously of final acceptance and payment of \$186,381.24 to PCI Roads (St. Michael, MN) for SAP 43-603-032, concrete overlay on CSAH 3.
13. Krueger/Pohlmeier motion carried unanimously to adopt Resolution 17-CB-38 Authorizing the County to make application to the Minnesota Secretary of State for the Elections Voting Equipment Grant.
14. Wright/Shimanski motion carried unanimously to approve re-rating Sign Technician/Maintenance II and Weed Sprayer/Maintenance II from a Grade 140 to a Grade 150.
15. Nagel/Shimanski motion carried unanimously to hire a Jail Technical Specialist I Grade 130 to replace Technical Specialist I and post internally.
16. Shimanski/Wright motion carried unanimously to set the 2018 non-union salary increases at 3% for all full and part-time employees who are not at the salary range maximum. In addition, Sheriff Posse, Veteran Van Drivers, returning seasonal part-time (67 shifts) will receive a 3% wage increase.
17. Shimanski/Krueger motion carried unanimously to adopt Resolution 17-CB-42 Setting the 2018 Commissioner Salary at \$29,352 Per Diem at \$75/\$125 and Mileage reimbursement rate of .35/mile.
18. Wright/Nagel motion carried unanimously to approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Brownton Rod & Gun Club in Brownton, MN from January 1, 2018 through December 31, 2018 pending \$1M dram shop insurance.

19. Wright/Krueger motion carried unanimously to recess the meeting until 6:00 p.m.
20. Nagel/Krueger motion carried unanimously to close the Truth in Taxation meeting and at 7:09 p.m.

Complete minutes are on file in the County Administrator's Office. The meeting recessed at 7:10 p.m. until December 19, 2017.

Attest:

Joe Nagel, Board Chair

Cindy Schultz Ford, Interim County
Administrator

DRAFT

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



POOL
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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

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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	Service Dates	Paid On Bhf #	On Behalf of Name
5 DEPT		BOARD OF COUNTY COMMISSIONERS		
14 ASSOCIATION OF MINNESOTA COUNTIE:				
169 01-005-000-0000-6245		DISTRICT 7 MEETING-RS	48657	DUES AND REGISTRATION FEES
170 01-005-000-0000-6245		DISTRICT 7 MEETING-DK	48657	DUES AND REGISTRATION FEES
14 ASSOCIATION OF MINNESOTA COUNTIE:		2 Transactions		
1886 BMO				
213 01-005-000-0000-6336		SUBWAY	1627	MEALS, LODGING, PARKING & MISCELLAN
1886 BMO		1 Transactions		
4917 CITY OF GLENCOE				
172 01-005-000-0000-6350		ROOM RENTAL		OTHER SERVICES & CHARGES
		10/01/2017 12/31/2017	0	
4917 CITY OF GLENCOE		1 Transactions		
5 DEPT Total:		524.34 BOARD OF COUNTY COMMISSIONERS	3 Vendors	4 Transactions
31 DEPT		COUNTY ADMINISTRATOR'S		
1886 BMO				
215 01-031-000-0000-6245		MN SHERIFFS ASSN	1627	DUES AND REGISTRATION FEES
216 01-031-000-0000-6336		MGM GRAND	1627	MEALS, LODGING, PARKING & MISCELLAN
214 01-031-000-0000-6402		DISPLAY TO GO	1627	OFFICE SUPPLIES
1886 BMO		3 Transactions		
31 DEPT Total:		316.94 COUNTY ADMINISTRATOR'S	1 Vendors	3 Transactions
41 DEPT		COUNTY AUDITOR-TREASURER'S		
8564 OFFICE DEPOT INC				
118 01-041-000-0000-6402		PACKING TAPE	982594911001	OFFICE SUPPLIES
119 01-041-000-0000-6402		FILE JACKET 2"	982594988001	OFFICE SUPPLIES
8564 OFFICE DEPOT INC		2 Transactions		
41 DEPT Total:		58.53 COUNTY AUDITOR-TREASURER'S	1 Vendors	2 Transactions
65 DEPT		INFORMATION TECHNOLOGY		
1886 BMO				
227 01-065-000-0000-6321		GLOBAL SIGN INC	1692	MAINTENANCE AGREEMENTS

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1886 BMO				
		1 Transactions		
2693 TECHNICAL SOLUTIONS OF MADISON LA				
140 01-065-000-0000-6321		3,570.78	5217	MAINTENANCE AGREEMENTS
141 01-065-000-0000-6321		1,830.88	5218	MAINTENANCE AGREEMENTS
142 01-065-000-0000-6321		4,322.38	5219	MAINTENANCE AGREEMENTS
2693 TECHNICAL SOLUTIONS OF MADISON LA		9,724.04		
			3 Transactions	
2348 XIGENT				
151 01-065-000-0000-6269		675.00	73327	CONTRACTS
2348 XIGENT		675.00		
			1 Transactions	
65 DEPT Total:		11,158.04		
			3 Vendors	5 Transactions
76 DEPT				
				CENTRAL SERVICES-COUNTY WIDE
1886 BMO				
283 01-076-000-0000-6350		84.03	1635	OTHER SERVICES & CHARGES
284 01-076-000-0000-6350		152.00	1635	OTHER SERVICES & CHARGES
176 01-076-000-0000-6205		139.65	9909	POSTAGE AND POSTAL BOX RENTAL
1886 BMO		375.68		
			3 Transactions	
5918 CENTURY LINK				
24 01-076-000-0000-6203		55.78	66XCD6-S-17319	COMMUNICATIONS
5918 CENTURY LINK		55.78		
			1 Transactions	
5906 CENTURYLINK				
26 01-076-000-0000-6203		307.47	313623769	COMMUNICATIONS
			11/18/2017 12/17/2017 0	
25 01-076-000-0000-6203		4,955.53	314019358	COMMUNICATIONS
			11/18/2017 12/17/2017 0	
5906 CENTURYLINK		5,263.00		
			2 Transactions	
1457 PRO AUTO & TRANSMISSION REPAIR INC				
125 01-076-000-0000-6338		11.95	3066418	MOTOR POOL EXPENSES
1457 PRO AUTO & TRANSMISSION REPAIR INC		11.95		
			1 Transactions	
9862 UNITED PARCEL SERVICE				
167 01-076-000-0000-6205		21.31	0000F45295467	POSTAGE AND POSTAL BOX RENTAL

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No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
9862 UNITED PARCEL SERVICE		21.31	1 Transactions	
76 DEPT Total:		5,727.72	CENTRAL SERVICES-COUNTY WIDE	5 Vendors 8 Transactions
91 DEPT			COUNTY ATTORNEY'S	
6009 INNOVATIVE OFFICE SOLUTIONS LLC				
59 01-091-000-0000-6402		426.77	OFFICE SUPPLIES	IN1831563 OFFICE SUPPLIES
6009 INNOVATIVE OFFICE SOLUTIONS LLC		426.77	1 Transactions	
60963 SEVEN COUNTY PROCESS SERVERS LLC				
131 01-091-000-0000-6350		55.00	SVC OF DOC	20171864 OTHER SERVICES & CHARGES
132 01-091-000-0000-6350		110.00	SVC OF DOC	20171865 OTHER SERVICES & CHARGES
60963 SEVEN COUNTY PROCESS SERVERS LLC		165.00	2 Transactions	
91 DEPT Total:		591.77	COUNTY ATTORNEY'S	2 Vendors 3 Transactions
103 DEPT			COUNTY ASSESSOR'S	
1886 BMO				
218 01-103-000-0000-6350		30.45	AMAZON	9891 OTHER SERVICES & CHARGES
217 01-103-000-0000-6450		22.86	BEEN VERIFIED	9891 SUBSCRIPTIONS
219 01-103-000-0000-6450		42.00	HERALD JOURNAL	9891 SUBSCRIPTIONS
1886 BMO		95.31	3 Transactions	
103 DEPT Total:		95.31	COUNTY ASSESSOR'S	1 Vendors 3 Transactions
107 DEPT			COUNTY PLANNING AND ZONING	
658 MCLEOD PUBLISHING INC				
75 01-107-000-0000-6241		40.63	LGL PUBL (PAC/BOA)	PRINTING AND PUBLISHING
658 MCLEOD PUBLISHING INC		40.63	1 Transactions	
107 DEPT Total:		40.63	COUNTY PLANNING AND ZONING	1 Vendors 1 Transactions
111 DEPT			COURTHOUSE BUILDING	
1886 BMO				
196 01-111-000-0000-6425		342.00	THE KNOX COMPANY	1650 REPAIR AND MAINTENANCE SUPPLIES
197 01-111-000-0000-6425		18.90	NORTHWEST LOCK	1650 REPAIR AND MAINTENANCE SUPPLIES

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
1886	BMO				
		360.90		2 Transactions	
539	CENTERPOINT ENERGY, INC.				
22	01-111-000-0000-6255	1,480.69	GAS BILL CH	5969231-9	NATURAL GAS
			09/30/2017 10/31/2017	0	
539	CENTERPOINT ENERGY, INC.	1,480.69		1 Transactions	
3375	FOSTER MECHANICAL				
42	01-111-000-0000-6303	110.00	TROUBLESHOOT VAV IN DISPATCH	10458	REPAIR AND MAINTENANCE SERVICES
3375	FOSTER MECHANICAL	110.00		1 Transactions	
869	HILLYARD HUTCHINSON				
47	01-111-000-0000-6415	983.20	CLEANING SUPPLIES	602779832	CLEANING SUPPLIES
48	01-111-000-0000-6415	258.72	CLEANING SUPPLIES	602779833	CLEANING SUPPLIES
869	HILLYARD HUTCHINSON	1,241.92		2 Transactions	
5701	MID AMERICAN RESEARCH CHEMICAL				
80	01-111-000-0000-6415	247.50	CLEANING SUPPLIES	622220-IN	CLEANING SUPPLIES
5701	MID AMERICAN RESEARCH CHEMICAL	247.50		1 Transactions	
3819	PAAPE COMPANIES INC				
120	01-111-000-0000-6303	1,531.20	BOILER REPAIR #1 AT CH	51412	REPAIR AND MAINTENANCE SERVICES
3819	PAAPE COMPANIES INC	1,531.20		1 Transactions	
4718	UHL COMPANY				
145	01-111-000-0000-6425	34.45	CAM LOCK 3 EAS	1239	REPAIR AND MAINTENANCE SUPPLIES
4718	UHL COMPANY	34.45		1 Transactions	
3057	VOSS LIGHTING				
148	01-111-000-0000-6425	123.00	F32T8 BULBS	15310152-00	REPAIR AND MAINTENANCE SUPPLIES
3057	VOSS LIGHTING	123.00		1 Transactions	
111	DEPT Total:	5,129.66	COURTHOUSE BUILDING	8 Vendors	10 Transactions
112	DEPT		NORTH COMPLEX BUILDING		
1886	BMO				
198	01-112-000-0000-6425	162.69	MENARDS	1650	REPAIR AND MAINTENANCE SUPPLIES
200	01-112-000-0000-6425	120.76-	MENARDS	1650	REPAIR AND MAINTENANCE SUPPLIES

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<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>
1886	BMO		41.93	2 Transactions		
41	3375 FOSTER MECHANICAL 01-112-000-0000-6303		1,342.91	REPLACE 2 BELIMO ACTUATORS	10469	REPAIR AND MAINTENANCE SERVICES
	3375 FOSTER MECHANICAL		1,342.91	1 Transactions		
45	869 HILLYARD HUTCHINSON 01-112-000-0000-6415		477.39	CLEANING SUPPLIES	602770581	CLEANING SUPPLIES
	869 HILLYARD HUTCHINSON		477.39	1 Transactions		
112	DEPT Total:		1,862.23	NORTH COMPLEX BUILDING	3 Vendors	4 Transactions
117	DEPT			FAIRGROUNDS		
177	1886 BMO 01-117-000-0000-6402		76.95	DOSTAL ELECTRONICS	1700	OFFICE SUPPLIES
	1886 BMO		76.95	1 Transactions		
23	8197 CENTRAL HYDRAULICS INC 01-117-000-0000-6425		76.16	QUICK COUPLER	44899	REPAIR AND MAINTENANCE SUPPLIES
	8197 CENTRAL HYDRAULICS INC		76.16	1 Transactions		
121	743 PLUNKETTS PEST CONTROL INC 01-117-000-0000-6303		304.20	GENERAL PEST CONTROL	5813168	REPAIR AND MAINTENANCE SERVICES
	743 PLUNKETTS PEST CONTROL INC		304.20	1 Transactions		
117	DEPT Total:		457.31	FAIRGROUNDS	3 Vendors	3 Transactions
143	DEPT			LICENSE BUREAU		
116	8564 OFFICE DEPOT INC 01-143-000-0000-6402		7.68	COUNTERFEIT PENS	982594911001	OFFICE SUPPLIES
117	01-143-000-0000-6402		122.48	TONER CE505A	982594911001	OFFICE SUPPLIES
	8564 OFFICE DEPOT INC		130.16	2 Transactions		
143	DEPT Total:		130.16	LICENSE BUREAU	1 Vendors	2 Transactions
201	DEPT			COUNTY SHERIFF'S OFFICE		
157	684 APPLIED CONCEPTS INC 01-201-206-0000-6402		125.00	RADAR REMOTE #156	317723	PATROL OFFICE SUPPLIES

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156	01-201-206-0000-6402		REPAIR DISPLAY #165	317793	PATROL OFFICE SUPPLIES
684	APPLIED CONCEPTS INC	270.00			
			2 Transactions		
1886	BMO				
201	01-201-201-0000-6336	16.92	RAFFERTYS PIZZA	1577	MEALS, LODGING, PARKING & MISCELLAN
202	01-201-201-0000-6336	6.72	MCDONALDS	1577	MEALS, LODGING, PARKING & MISCELLAN
204	01-201-000-0000-6402	29.09	AMAZON	1585	OFFICE SUPPLIES
203	01-201-202-0000-6360	120.00	MSA	1585	TRAINING - COMMUNICATIONS/RECORD
205	01-201-206-0000-6402	111.30	NEOPLEXONLINE.COM	1585	PATROL OFFICE SUPPLIES
209	01-201-000-0000-6402	71.93	MENARDS	2218	OFFICE SUPPLIES
212	01-201-000-0000-6402	27.51	MENARDS	2218	OFFICE SUPPLIES
210	01-201-202-0000-6336	13.77	MENARDS	2218	MEALS, LODGING, PARKING & MISCELLAN
211	01-201-202-0000-6336	14.97	KWIK TRIP	2218	MEALS, LODGING, PARKING & MISCELLAN
1886	BMO	412.21			
			9 Transactions		
6251	LYNN PEAVEY COMPANY				
68	01-201-204-0000-6402	65.00	EVIDENCE BAGS	337914	INVESTIGATIONS OFFICE SUPPLIES
6251	LYNN PEAVEY COMPANY	65.00			
			1 Transactions		
4275	MINNESOTA SHERIFFS ASSN				
101	01-201-201-0000-6360	120.00	ADVANCED DATA PRACTICE	154040	TRAINING - ADMINISTRATION
4275	MINNESOTA SHERIFFS ASSN	120.00			
			1 Transactions		
8564	OFFICE DEPOT INC				
159	01-201-000-0000-6402	25.19	NOTARY STAMP-N PREGLER	980542631001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	25.19			
			1 Transactions		
1457	PRO AUTO & TRANSMISSION REPAIR INC				
160	01-201-000-0000-6327	11.95	#158 O/C	3066498	GENERAL AUTO MAINTENANCE
1457	PRO AUTO & TRANSMISSION REPAIR INC	11.95			
			1 Transactions		
7821	SIRCHIE FINGER PRINT LABORATORIES				
135	01-201-204-0000-6402	203.26	EVIDENCE BAGS	0325548-IN	INVESTIGATIONS OFFICE SUPPLIES
7821	SIRCHIE FINGER PRINT LABORATORIES	203.26			
			1 Transactions		
900	STREICHERS INC				
165	01-201-000-0000-6408	1,504.12	AMMO DISTRACTION	11288600	AMMO
900	STREICHERS INC	1,504.12			
			1 Transactions		

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201	DEPT Total:		COUNTY SHERIFF'S OFFICE	8 Vendors	17 Transactions
251	DEPT		COUNTY JAIL		
	1886 BMO				
187	01-251-000-0000-6415	32.50	AMAZON	1528	CLEANING SUPPLIES
188	01-251-000-0000-6461	28.94	AMAZON	1528	INMATE SUPPLIES
189	01-251-000-0000-6461	28.94	AMAZON	1528	INMATE SUPPLIES
190	01-251-000-0000-6461	36.20	JET.COM	1528	INMATE SUPPLIES
191	01-251-000-0000-6461	68.80	AMAZON	1528	INMATE SUPPLIES
192	01-251-000-0000-6402	12.38	MENARDS	1536	OFFICE SUPPLIES
193	01-251-000-0000-6402	165.81	MENARDS	1536	OFFICE SUPPLIES
194	01-251-000-0000-6402	7.51-	MENARDS	1536	OFFICE SUPPLIES
195	01-251-000-0000-6460	33.54	WALMART	1536	JAIL SUPPLIES
	1886 BMO	399.60		9 Transactions	
	2064 CHARM-TEX INC				
30	01-251-000-0000-6461	161.80	PROPERTY BAGS	0151331-IN	INMATE SUPPLIES
	2064 CHARM-TEX INC	161.80		1 Transactions	
	5738 RENVILLE COUNTY JAIL				
161	01-251-000-0000-6224	8,910.00	162 DAYS @ \$55 08/01/2017 08/31/2017	0	PRISONER BOARDING
163	01-251-000-0000-6224	7,095.00	129 DAYS @ \$55 09/01/2017 09/30/2017	0	PRISONER BOARDING
162	01-251-000-0000-6268	419.83	INMATE MEDS/MEDICAL 08/01/2017 08/31/2017	0	MEDICAL AID TO PRISONERS
164	01-251-000-0000-6268	84.89	INMATE MEDS/MEDICAL 09/01/2017 09/30/2017	0	MEDICAL AID TO PRISONERS
	5738 RENVILLE COUNTY JAIL	16,509.72		4 Transactions	
	900 STREICHERS INC				
166	01-251-000-0000-6460	365.45	AMMO DISTRACTION	I1288601	JAIL SUPPLIES
	900 STREICHERS INC	365.45		1 Transactions	
	3931 SUMMIT FOOD SERVICES LLC				
138	01-251-000-0000-6420	10,545.59	MEALS & SUPPLIES	INV2000015856	GROCERIES AND SUPPLIES
	3931 SUMMIT FOOD SERVICES LLC	10,545.59		1 Transactions	

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<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>
251	DEPT Total:		27,982.16	COUNTY JAIL	5 Vendors	16 Transactions
255	DEPT			COUNTY COURT SERVICES		
	4158 HP INC					
158	01-255-000-0000-6612		250.00	2 MONITORS	59333939	CAPITAL - \$100-\$5,000 (INVENTORY)
	4158 HP INC		250.00		1 Transactions	
255	DEPT Total:		250.00	COUNTY COURT SERVICES	1 Vendors	1 Transactions
281	DEPT			EMERGENCY MANAGEMENT		
	1886 BMO					
207	01-281-000-0000-6359		59.99	SOS SURVIVAL	1585	MISCELLANEOUS CHARGES
208	01-281-000-0000-6359		25.27	GRAINGER	1585	MISCELLANEOUS CHARGES
	1886 BMO		85.26		2 Transactions	
281	DEPT Total:		85.26	EMERGENCY MANAGEMENT	1 Vendors	2 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
	1886 BMO					
259	01-485-000-0000-6245		85.00	MN NURSES BOARD	0730	DUES AND REGISTRATION FEES
260	01-485-000-0000-6245		85.00	MN NURSES BOARD	0730	DUES AND REGISTRATION FEES
262	01-485-000-0000-6364		24.96	AMAZON	0730	COUNTY EMPLOYEE WELLNESS COMMITT
267	01-485-000-0000-6364		9.90	AMAZON	0730	COUNTY EMPLOYEE WELLNESS COMMITT
268	01-485-000-0000-6364		199.90	AMAZON	0730	COUNTY EMPLOYEE WELLNESS COMMITT
264	01-485-000-0000-6402		49.31	WALMART	0730	OFFICE SUPPLIES
266	01-485-000-0000-6402		4.30	FAMILY DOLLAR	0730	OFFICE SUPPLIES
261	01-485-000-0000-6810		19.83-	POSITIVE PROMOTIONS	0730	REFUNDS AND REIMBURSEMENTS
269	01-485-490-0000-6047		26.99	BUILD-CHARGE.COM	0730	CHORE SERVICES
270	01-485-000-0000-6336		175.61	HOLIDAY INN	7441	MEALS, LODGING, PARKING & MISCELLAN
273	01-485-000-0000-6336		368.42	DOUBLETREE	7441	MEALS, LODGING, PARKING & MISCELLAN
271	01-485-000-0000-6364		25.48	COBORNS	7441	COUNTY EMPLOYEE WELLNESS COMMITT
272	01-485-000-0000-6364		57.60	BONGARDS	7441	COUNTY EMPLOYEE WELLNESS COMMITT
	1886 BMO		1,092.64		13 Transactions	
	6090 BUSINESSWARE SOLUTIONS					
21	01-485-000-0000-6403		11.97	MONTHLY COST PER PRINT	281051	PRINTED PAPER SUPPLIES
	6090 BUSINESSWARE SOLUTIONS		11.97		1 Transactions	

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51	1972 HONEY DO LAWN SERVICE 01-485-490-0000-6047		97.76	CHORE SERVICES 08/01/2017 08/31/2017	819375.01 0	CHORE SERVICES
52	01-485-490-0000-6047		97.76	CHORE SERVICES 09/01/2017 09/30/2017	819375.01 0	CHORE SERVICES
53	01-485-490-0000-6047		67.68	CHORE SERVICES 10/01/2017 10/31/2017	819375.01 0	CHORE SERVICES
	1972 HONEY DO LAWN SERVICE		263.20	3 Transactions		
485	DEPT Total:		1,367.81	COUNTY PUBLIC HEALTH NURSING	3 Vendors	17 Transactions
520	DEPT			COUNTY PARK'S		
178	1886 BMO 01-520-000-0000-6203		58.94	NORTHLAND CONNECT	1684	COMMUNICATIONS
	1886 BMO		58.94	1 Transactions		
28	5906 CENTURYLINK 01-520-000-0000-6203		65.02	525 CARETAKER OFFICE PHONE 11/18/2017 12/17/2017	313540758 0	COMMUNICATIONS
27	01-520-000-0000-6203		66.07	525 SHOP 11/18/2017 12/17/2017	314102204 0	COMMUNICATIONS
	5906 CENTURYLINK		131.09	2 Transactions		
46	869 HILLYARD HUTCHINSON 01-520-000-0000-6425		229.68	ENTRANCE MATS	602772632	REPAIR AND MAINTENANCE SUPPLIES
	869 HILLYARD HUTCHINSON		229.68	1 Transactions		
49	2042 HJERPE CONTRACTING INC 01-520-000-0000-6303		16,985.00	NEW DRAINFIELD PIEPENBURG PARK	6698	REPAIR AND MAINTENANCE SERVICES
	2042 HJERPE CONTRACTING INC		16,985.00	1 Transactions		
54	136 HUTCHINSON CO-OP 01-520-000-0000-6455		15.00	FUEL	883128	MOTOR FUELS AND LUBRICATION
55	01-520-000-0000-6455		60.01	FUEL	888453	MOTOR FUELS AND LUBRICATION
	136 HUTCHINSON CO-OP		75.01	2 Transactions		
65	5555 L & P SUPPLY COMPANY INC 01-520-000-0000-6303		18.00	SHARPEN CHAIN SAWS	185317	REPAIR AND MAINTENANCE SERVICES

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



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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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5555	L & P SUPPLY COMPANY INC		18.00	1 Transactions		
2825	MENARDS HUTCHINSON					
76	01-520-000-0000-6423		19.90	SUPPLIES INV#24051	ACCT#31550303	LANDSCAPING MATERIALS
77	01-520-000-0000-6423		4.08	SUPPLIES INV#24683	ACCT#31550303	LANDSCAPING MATERIALS
78	01-520-000-0000-6423		40.36	PAINT INV#24993	ACCT#31550303	LANDSCAPING MATERIALS
2825	MENARDS HUTCHINSON		64.34	3 Transactions		
2472	MN DEPT OF NATURAL RESOURCES					
107	01-520-000-0000-6303		90.00	FEE FOR HERTAGE REVIEW		REPAIR AND MAINTENANCE SERVICES
2472	MN DEPT OF NATURAL RESOURCES		90.00	1 Transactions		
1087	O REILLY AUTOMOTIVE INC					
112	01-520-000-0000-6423		17.52	OIL FILTERS	1522-449805	LANDSCAPING MATERIALS
1087	O REILLY AUTOMOTIVE INC		17.52	1 Transactions		
7118	RUNNINGS SUPPLY INC					
128	01-520-000-0000-6425		21.45	SUPPLIES	4464209	REPAIR AND MAINTENANCE SUPPLIES
7118	RUNNINGS SUPPLY INC		21.45	1 Transactions		
1818	SRF CONSULTING GROUP INC					
136	01-520-000-0000-6350		611.69	ENGINEERING WRK DAKOTA TRAIL	10897.00-2	OTHER SERVICES & CHARGES
1818	SRF CONSULTING GROUP INC		611.69	1 Transactions		
520	DEPT Total:		18,302.72	COUNTY PARK'S	11 Vendors	15 Transactions
603	DEPT			COUNTY EXTENSION		
1886	BMO					
179	01-603-000-0000-6351		75.32	WALMART	1668	AFTER SCHOOL PROGRAM
180	01-603-000-0000-6351		3.75	JOANN FABRICS	1668	AFTER SCHOOL PROGRAM
181	01-603-000-0000-6351		113.13	WALMART	1668	AFTER SCHOOL PROGRAM
182	01-603-000-0000-6351		3.90	WALMART	1668	AFTER SCHOOL PROGRAM
184	01-603-000-0000-6402		35.98	AMAZON	1668	OFFICE SUPPLIES
185	01-603-000-0000-6402		22.52	JOANN FABRICS	1668	OFFICE SUPPLIES
186	01-603-000-0000-6402		53.68	TARGET	1668	OFFICE SUPPLIES
1886	BMO		308.28	7 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC					
60	01-603-000-0000-6402		34.12	ENVELOPES/HOLDERS	IN1827755	OFFICE SUPPLIES

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



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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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
61	01-603-000-0000-6402		62.04	HOLDERS	IN1827758	OFFICE SUPPLIES
62	01-603-000-0000-6402		111.21	POINTER/ENVELOPES/PORTFOLIOS	IN1830987	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		207.37	3 Transactions		
5900	REGENTS OF THE UNIVERSITY OF MINNE					
127	01-603-000-0000-6351		50.00	ANNUAL SHOOTING SPORTS TRAILER	0300018448	AFTER SCHOOL PROGRAM
5900	REGENTS OF THE UNIVERSITY OF MINNE		50.00	1 Transactions		
603	DEPT Total:		565.65	COUNTY EXTENSION	3 Vendors	11 Transactions
1	Fund Total:		77,257.97	GENERAL REVENUE FUND		127 Transactions

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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
310 DEPT				HIGHWAY MAINTENANCE
1886 BMO				
226 03-310-000-0000-6568		715.25		PAYPAL HI VIZ 9937 SAFETY CODE REGULATIONS
1886 BMO		715.25	1 Transactions	
6051 M R SIGN COMPANY INC				
69 03-310-000-0000-6503		48.92		SIGN ALL ROADS 198428 TRAFFIC SIGNS & POST
6051 M R SIGN COMPANY INC		48.92	1 Transactions	
4149 PLUT HORIZONTAL BORING				
124 03-310-000-0000-6514		22,500.00		#0150 CULVERT PIPE & BORE 8617 CULVERT REPAIR/REPLACEMENTS
4149 PLUT HORIZONTAL BORING		22,500.00	1 Transactions	
310 DEPT Total:		23,264.17		HIGHWAY MAINTENANCE 3 Vendors 3 Transactions
320 DEPT				HIGHWAY CONSTRUCTION
1886 BMO				
225 03-320-000-0000-6265		400.00		MN POLLUTION AGENCY 9937 PROFESSIONAL SERVICES
1886 BMO		400.00	1 Transactions	
4291 MIDCOUNTRY BANK RANDALL & MICHE				
81 03-320-000-0000-6640		5,437.00		PERM EASEMENT SAP 615-014 CSAH 15 PRCL12 RIGHT-OF-WAY ACQUISITION
4291 MIDCOUNTRY BANK RANDALL & MICHE		5,437.00	1 Transactions	
4292 VASKO/RANDALL E & MICHELE M				
146 03-320-000-0000-6639		163.00		TEMP EASEMENT SAP 615-014 CSAH 15 PRCL12 RIGHT-OF-WAY ACQUISITION-TEMP
147 03-320-000-0000-6639		5,300.00		DAMAGES CSAH 15 PRCL12 RIGHT-OF-WAY ACQUISITION-TEMP
4292 VASKO/RANDALL E & MICHELE M		5,463.00	2 Transactions	
5789 WILSON DEVELOPMENT SERVICES LLC				
149 03-320-000-0000-6265		25.00		RW SERVICES JOB 03030 24082 PROFESSIONAL SERVICES
155 03-320-000-0000-6265		411.80		RW SERVICES JOB 0150 24107 PROFESSIONAL SERVICES
150 03-320-000-0000-6265		36.00		RW SERVICES JOB 0030 24108 PROFESSIONAL SERVICES
5789 WILSON DEVELOPMENT SERVICES LLC		472.80	3 Transactions	
320 DEPT Total:		11,772.80		HIGHWAY CONSTRUCTION 4 Vendors 7 Transactions
330 DEPT				HIGHWAY ADMINISTRATION

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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	Service Dates	Paid On Bhf #	On Behalf of Name
Amount				
171 14 ASSOCIATION OF MINNESOTA COUNTIE:		DISTRICT 7 MEETING-JB	48657	DUES AND REGISTRATION FEES
14 03-330-000-0000-6245	35.00			
14 ASSOCIATION OF MINNESOTA COUNTIE:	35.00	1 Transactions		
1886 BMO				
222 03-330-000-0000-6245	125.00	MN CONT LEARNING	9929	DUES AND REGISTRATION FEES
224 03-330-000-0000-6205	2.87	USPS	9937	POSTAGE AND POSTAL BOX RENTAL
223 03-330-000-0000-6245	575.00	U OF M CONT LEARNING	9937	DUES AND REGISTRATION FEES
1886 BMO	702.87	3 Transactions		
330 DEPT Total:	737.87	HIGHWAY ADMINISTRATION	2 Vendors	4 Transactions
340 DEPT		HIGHWAY EQUIPMENT MAINTENANCE		
1505 AUTO VALUE				
7 03-340-000-0000-6425	24.94	PARTS	44080389	REPAIR AND MAINTENANCE SUPPLIES
8 03-340-000-0000-6425	87.85	PARTS	44080726	REPAIR AND MAINTENANCE SUPPLIES
9 03-340-000-0000-6425	165.88	PARTS	44080727	REPAIR AND MAINTENANCE SUPPLIES
10 03-340-000-0000-6425	10.78	PARTS	44080761	REPAIR AND MAINTENANCE SUPPLIES
3 03-340-000-0000-6590	13.99	MECH SHOP SUPPLIES	44080787	TOOLS & SHOP MATERIALS
11 03-340-000-0000-6425	136.38	PARTS	44080963	REPAIR AND MAINTENANCE SUPPLIES
12 03-340-000-0000-6425	25.43	PARTS	44081127	REPAIR AND MAINTENANCE SUPPLIES
13 03-340-000-0000-6425	57.64	PARTS	44081300	REPAIR AND MAINTENANCE SUPPLIES
14 03-340-000-0000-6425	49.60	PARTS	44081448	REPAIR AND MAINTENANCE SUPPLIES
15 03-340-000-0000-6425	118.85	PARTS	44081450	REPAIR AND MAINTENANCE SUPPLIES
4 03-340-000-0000-6590	6.49	MECH SHOP SUPPLIES	44081496	TOOLS & SHOP MATERIALS
5 03-340-000-0000-6590	39.20	MECH SHOP SUPPLIES	44081655	TOOLS & SHOP MATERIALS
6 03-340-000-0000-6590	175.90	MECH SHOP SUPPLIES	44081693	TOOLS & SHOP MATERIALS
16 03-340-000-0000-6425	168.61	PARTS	44081694	REPAIR AND MAINTENANCE SUPPLIES
17 03-340-000-0000-6425	45.41	PARTS	44081696	REPAIR AND MAINTENANCE SUPPLIES
1505 AUTO VALUE	1,126.95	15 Transactions		
4286 BAUER BUILT				
19 03-340-000-0000-6425	1,493.94	PARTS & LABOR	180222786	REPAIR AND MAINTENANCE SUPPLIES
4286 BAUER BUILT	1,493.94	1 Transactions		
4367 HOLT MOTORS INC				
50 03-340-000-0000-6425	17.95	PARTS	25878	REPAIR AND MAINTENANCE SUPPLIES
4367 HOLT MOTORS INC	17.95	1 Transactions		

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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	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
1160	MCLEOD COUNTY AUDITOR TREASURER				
154	03-340-000-0000-6610	1,894.93	REG/TAX/TITLE/LICENSE FEES		CAPITAL - OVER \$5,000 (FIXED ASSETS)
1160	MCLEOD COUNTY AUDITOR TREASURER	1,894.93	1 Transactions		
1746	NUSS TRUCK & EQUIPMENT				
110	03-340-000-0000-6425	105.14	PARTS	2174638P	REPAIR AND MAINTENANCE SUPPLIES
111	03-340-000-0000-6425	2,964.99	PARTS	243978	REPAIR AND MAINTENANCE SUPPLIES
1746	NUSS TRUCK & EQUIPMENT	3,070.13	2 Transactions		
1087	O REILLY AUTOMOTIVE INC				
113	03-340-000-0000-6425	40.72	PARTS	1522-449892	REPAIR AND MAINTENANCE SUPPLIES
114	03-340-000-0000-6425	46.64	PARTS	1522-450082	REPAIR AND MAINTENANCE SUPPLIES
115	03-340-000-0000-6590	27.04	PARTS	1522-450093	TOOLS & SHOP MATERIALS
1087	O REILLY AUTOMOTIVE INC	114.40	3 Transactions		
432	SAMS TIRE SERVICE				
129	03-340-000-0000-6563	354.32	TIRES	136271	TIRES, TUBES & BATTERIES
432	SAMS TIRE SERVICE	354.32	1 Transactions		
495	ZIEGLER INC				
153	03-340-000-0000-6425	395.44	PARTS	PC001928817	REPAIR AND MAINTENANCE SUPPLIES
495	ZIEGLER INC	395.44	1 Transactions		
340	DEPT Total:	8,468.06	HIGHWAY EQUIPMENT MAINTENANCE	8 Vendors	25 Transactions
3	Fund Total:	44,242.90	ROAD & BRIDGE FUND		39 Transactions

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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.</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>
391	DEPT			SOLID WASTE TIP FEE		
	1886 BMO					
199	05-391-000-0000-6561		24.76	MENARDS	1650	REPAIR AND MAINTENANCE-OTHER
	1886 BMO		24.76	1 Transactions		
	1857 METRO SALES INC					
79	05-391-000-0000-6321		769.33	COPIER MAINT MPC6000-SW	INV942289	MAINTENANCE AGREEMENTS
	1857 METRO SALES INC		769.33	1 Transactions		
	743 PLUNKETTS PEST CONTROL INC					
123	05-391-000-0000-6269		60.00	RODENT & FLY CONTROL	5786395	CONTRACTS
122	05-391-000-0000-6269		498.67	PEST CONTROL OCTOBER	5797517	CONTRACTS
	743 PLUNKETTS PEST CONTROL INC		558.67	2 Transactions		
391	DEPT Total:		1,352.76	SOLID WASTE TIP FEE	3 Vendors	4 Transactions
5	Fund Total:		1,352.76	SOLID WASTE FUND		4 Transactions



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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	Amount	Service Dates	Paid On Bhf # On Behalf of Name
420 DEPT				INCOME MAINTENANCE
6009 INNOVATIVE OFFICE SOLUTIONS LLC				
63 11-420-600-0010-6402		2.26	MARKER	IN1829096 OFFICE SUPPLIES
6009 INNOVATIVE OFFICE SOLUTIONS LLC		2.26		1 Transactions
963 MINNESOTA STATE AUDITOR				
102 11-420-600-0010-6269		1,161.30	FINANCIAL AUDIT SERVICES	68798 STATE AUDITOR FEES
			06/28/2017 10/31/2017	0
963 MINNESOTA STATE AUDITOR		1,161.30		1 Transactions
49020 NEOPOST USA INC				
109 11-420-600-0010-6402		78.60	INK CARTRIDGE & SEALER	15255010 OFFICE SUPPLIES
49020 NEOPOST USA INC		78.60		1 Transactions
12138 REDUCED RATE LONG DISTANCE LLC				
126 11-420-600-0010-6203		8.70	REDUCED RATE ACCT#3208643144	153220 COMMUNICATIONS/POSTAGE
12138 REDUCED RATE LONG DISTANCE LLC		8.70		1 Transactions
420 DEPT Total:		1,250.86	INCOME MAINTENANCE	4 Vendors 4 Transactions
430 DEPT				INDIVIDUAL AND FAMILY SOCIAL SERVI
1886 BMO				
246 11-430-709-0000-6033		39.73	CASH WISE	0940 MENTAL HLTH PILOT PROJECT-DISCRETI
250 11-430-709-0000-6033		260.00	CENTRASOTA ORAL SURGEON	0940 MENTAL HLTH PILOT PROJECT-DISCRETI
258 11-430-709-0000-6033		56.92	CRAFT DIRECT	0940 MENTAL HLTH PILOT PROJECT-DISCRETI
234 11-430-740-4300-6086		50.00	DUNN BROS	0940 Family Community Support Services
235 11-430-740-4300-6086		140.00	PAPA MURPHYS	0940 Family Community Support Services
236 11-430-740-4300-6086		220.00	DAIRY QUEEN	0940 Family Community Support Services
237 11-430-740-4300-6086		270.00	TARGET	0940 Family Community Support Services
238 11-430-740-4300-6086		50.00	PIZZA RANCH	0940 Family Community Support Services
239 11-430-740-4300-6086		140.00	SUBWAY	0940 Family Community Support Services
241 11-430-740-4300-6086		234.59	DOLLAR TREE	0940 Family Community Support Services
242 11-430-740-4300-6086		290.00	STATE THEATRE	0940 Family Community Support Services
243 11-430-740-4300-6086		499.98	WALMART	0940 Family Community Support Services
244 11-430-740-4300-6086		60.00	HUTCH BOWL SQUEAKYS	0940 Family Community Support Services
245 11-430-740-4300-6086		518.68	DOLLAR TREE	0940 Family Community Support Services
257 11-430-740-4300-6086		295.47	WALMART	0940 Family Community Support Services
229 11-430-741-4030-6071		12.78	FRANKLIN PRINTING	0940 Client Outreach - CSP
230 11-430-741-4030-6071		63.93	BUFFALO WILD WINGS	0940 Client Outreach - CSP

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11 HUMAN SERVICE 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
231	11-430-741-4030-6071		120.55	WALMART	0940	Client Outreach - CSP
232	11-430-741-4030-6071		100.00	CROW RIVER	0940	Client Outreach - CSP
233	11-430-741-4030-6071		33.70	TARGET	0940	Client Outreach - CSP
240	11-430-741-4030-6071		223.90	WALMART	0940	Client Outreach - CSP
247	11-430-741-4030-6071		29.00	GROUPON	0940	Client Outreach - CSP
248	11-430-741-4030-6071		6.47	HOLIDAY	0940	Client Outreach - CSP
249	11-430-741-4030-6071		66.07	RED LOBSTER	0940	Client Outreach - CSP
251	11-430-741-4030-6071		23.30	STANDARD PRINTING	0940	Client Outreach - CSP
252	11-430-741-4030-6071		15.03	DOLLAR TREE	0940	Client Outreach - CSP
253	11-430-741-4030-6071		98.99	WALMART	0940	Client Outreach - CSP
254	11-430-741-4030-6071		152.30	COBORNS	0940	Client Outreach - CSP
255	11-430-741-4030-6071		64.62	INT IN GUTES ESSEN DE	0940	Client Outreach - CSP
256	11-430-741-4030-6071		71.06	FIVE GUYS	0940	Client Outreach - CSP
220	11-430-709-0008-6359		500.00	WALMART	3758	CWTCM Dedicated
221	11-430-710-1160-6040		100.00	CASEYS	3758	Social Service Transportation
1886	BMO		4,807.07			32 Transactions
6009	INNOVATIVE OFFICE SOLUTIONS LLC					
63	11-430-700-0010-6402		5.28	MARKER	IN1829096	OFFICE SUPPLIES
64	11-430-700-0010-6402		24.64	DISC	IN1829096	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		29.92			2 Transactions
963	MINNESOTA STATE AUDITOR					
103	11-430-700-0010-6269		2,709.70	FINANCIAL AUDIT SERVICES	68798	STATE AUDITOR FEES
				06/28/2017 10/31/2017	0	
963	MINNESOTA STATE AUDITOR		2,709.70			1 Transactions
49020	NEOPOST USA INC					
109	11-430-700-0010-6402		183.40	INK CARTRIDGE & SEALER	15255010	OFFICE SUPPLIES
49020	NEOPOST USA INC		183.40			1 Transactions
12138	REDUCED RATE LONG DISTANCE LLC					
126	11-430-700-0010-6203		20.29	REDUCED RATE ACCT#3208643144	153220	COMMUNICATIONS/POSTAGE
12138	REDUCED RATE LONG DISTANCE LLC		20.29			1 Transactions
430	DEPT Total:		7,750.38	INDIVIDUAL AND FAMILY SOCIAL SER	5 Vendors	37 Transactions
11	Fund Total:		9,001.24	HUMAN SERVICE FUND		41 Transactions

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20 COUNTY DITCH 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
667	DEPT			JOINT DITCH #8 MCS		
	1573 HENDERSON INDEPENDENT					
174	20-667-000-0000-6302		51.00	HEARING NOTICE 11/08/2017 11/08/2017	0	Construction And Repairs
175	20-667-000-0000-6302		51.00	HEARING NOTICE 11/15/2017 11/15/2017	0	Construction And Repairs
173	20-667-000-0000-6302		69.00	HEARING NOTICE 11/01/2017 11/01/2017	3639 0	Construction And Repairs
	1573 HENDERSON INDEPENDENT		171.00	3 Transactions		
667	DEPT Total:		171.00	JOINT DITCH #8 MCS	1 Vendors	3 Transactions
20	Fund Total:		171.00	COUNTY DITCH FUND		3 Transactions

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21 SWCD 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
696	DEPT		SWCD			
66	253 LIGHT & POWER COMMISSION		18.71	ELECTRIC	11-829125-00	ELECTRICITY
	21-696-000-0000-6253			10/02/2017 11/01/2017	0	
	253 LIGHT & POWER COMMISSION		18.71	1 Transactions		
	115 MASWCD					
70	21-696-000-0000-6245		225.00	REG FEES R FREITAG		DUES AND REGISTRATION FEES
71	21-696-000-0000-6245		225.00	REG FEES M SCHNOBRICH		DUES AND REGISTRATION FEES
72	21-696-000-0000-6245		225.00	REG FEES R SCHULTZ		DUES AND REGISTRATION FEES
73	21-696-000-0000-6245		225.00	REG FEES J BOLLAND		DUES AND REGISTRATION FEES
74	21-696-000-0000-6245		225.00	REG FEES C MATHEWS		DUES AND REGISTRATION FEES
	115 MASWCD		1,125.00	5 Transactions		
696	DEPT Total:		1,143.71	SWCD	2 Vendors	6 Transactions
697	DEPT			DRAINAGE INSPECTOR		
	1886 BMO					
228	21-697-000-0000-6245		149.22	CRAGUNS LODGE	3564	DUES AND REGISTRATION FEES
	1886 BMO		149.22	1 Transactions		
697	DEPT Total:		149.22	DRAINAGE INSPECTOR	1 Vendors	1 Transactions
21	Fund Total:		1,292.93	SWCD FUND		7 Transactions

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POOL
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25 SPECIAL 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
101	DEPT			COUNTY RECORDER'S		
	2589 SHI INTERNATIONAL CORP					
133	25-101-000-0000-6612		168.00	MONITOR LED 24"	B07406645	Capital - \$100-\$5,000 (Inventory)
	2589 SHI INTERNATIONAL CORP		168.00	1 Transactions		
101	DEPT Total:		168.00	COUNTY RECORDER'S	1 Vendors	1 Transactions
205	DEPT			CARRY CONCEAL PERMIT		
	1886 BMO					
206	25-205-000-0000-6350		125.98	AMAZON	1585	Other Services & Charges
	1886 BMO		125.98	1 Transactions		
205	DEPT Total:		125.98	CARRY CONCEAL PERMIT	1 Vendors	1 Transactions
603	DEPT			COUNTY EXTENSION		
	1886 BMO					
183	25-603-000-0000-6350		187.98	CASH WISE	1668	Other Services & Charges
	1886 BMO		187.98	1 Transactions		
603	DEPT Total:		187.98	COUNTY EXTENSION	1 Vendors	1 Transactions
611	DEPT			HI CREEK WATERSHED SEPTIC SYSTEM I		
	5601 MN POLLUTION CONTROL AGENCY					
86	25-611-000-0000-6720		57.76	INTEREST LAON SRF0105		Interest
88	25-611-000-0000-6720		437.54	INTEREST SRF0192		Interest
85	25-611-000-0000-6750		5,779.83	PRINCIPAL LOAN SRF0105		Principal
87	25-611-000-0000-6750		6,065.57	PRINCIPAL LOAN SRF0192		Principal
	5601 MN POLLUTION CONTROL AGENCY		12,340.70	4 Transactions		
611	DEPT Total:		12,340.70	HI CREEK WATERSHED SEPTIC SYSTEM	1 Vendors	4 Transactions
613	DEPT			WATER RESOURCE MANAGEMENT-GRAI		
	345 UNIVERSITY OF MINNESOTA					
168	25-613-000-0000-6245		150.00	2018 CROP MGNT SEMINAR BRONZE		Dues And Registration Fees
	345 UNIVERSITY OF MINNESOTA		150.00	1 Transactions		

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



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25 SPECIAL 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>
<u>Amount</u>					
613	DEPT Total:		150.00	WATER RESOURCE MANAGEMENT-GR	1 Vendors 1 Transactions
616	DEPT			BC WATERSHED SEPTIC SYSTEM LOAN-i	
	5601 MN POLLUTION CONTROL AGENCY				
90	25-616-000-0000-6720		618.41	INTEREST LOAN SRF0147	Interest
96	25-616-000-0000-6720		1,506.12	INTEREST LOAN SRF0248	Interest
89	25-616-000-0000-6750		12,123.26	PRINCIPAL LOAN SRF0147	Principal
95	25-616-000-0000-6750		10,076.13	PRINCIPAL LOAN SRF0248	Principal
	5601 MN POLLUTION CONTROL AGENCY		24,323.92	4 Transactions	
616	DEPT Total:		24,323.92	BC WATERSHED SEPTIC SYSTEM LOAN	1 Vendors 4 Transactions
619	DEPT			CROW RIVER SEPTIC SYSTEM LOANS-7	
	5601 MN POLLUTION CONTROL AGENCY				
92	25-619-000-0000-6720		1,318.77	INTEREST LOAN SRF0196	Interest
93	25-619-000-0000-6720		16,704.31	PRINCIPAL LOAN SRF0214	Interest
94	25-619-000-0000-6720		2,306.75	INTERST LOAN SRF0214	Interest
98	25-619-000-0000-6720		2,992.97	INTERST LOAN SRF0262	Interest
100	25-619-000-0000-6720		2,946.12	INTEREST LOAN SRF0269	Interest
91	25-619-000-0000-6750		15,916.35	PRINCIPAL LOAN SRF0196	Principal
97	25-619-000-0000-6750		14,381.72	PRINCIPAL LOAN SRF0262	Principal
99	25-619-000-0000-6750		16,644.96	PRINCIPAL LOAN SRF0269	Principal
	5601 MN POLLUTION CONTROL AGENCY		73,211.95	8 Transactions	
619	DEPT Total:		73,211.95	CROW RIVER SEPTIC SYSTEM LOANS-	1 Vendors 8 Transactions
807	DEPT			DESIGNATED FOR CAPITAL ASSETS	
	4154 AJ SPANJERS COMPANY INC				
1	25-807-000-0000-6610		6,365.00	CONTRACT PAYMENT	3 Capital - Over \$5,000 (Fixed Assets)
	4154 AJ SPANJERS COMPANY INC		6,365.00	1 Transactions	
	3261 AUGUSTA ELECTRIC INC				
2	25-807-000-0000-6610		4,792.72	CONTRACT PAYMENT	18 Capital - Over \$5,000 (Fixed Assets)
	3261 AUGUSTA ELECTRIC INC		4,792.72	1 Transactions	
	1174 BRAUN INTERTEC CORPORATION				
20	25-807-000-0000-6610		608.00	PROFESSIONAL SERVICES	B110740 Capital - Over \$5,000 (Fixed Assets)

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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
1174	BRAUN INTERTEC CORPORATION		608.00		1 Transactions	
5906	CENTURYLINK					
29	25-807-000-0000-6610		133.59	LOCAL SERVICE	454660690	Capital - Over \$5,000 (Fixed Assets)
				10/18/2017	11/17/2017	0
5906	CENTURYLINK		133.59		1 Transactions	
3674	COM TEC SECURITY LLC					
31	25-807-000-0000-6610		4,868.75	CONTRACT PAYMENT	5	Capital - Over \$5,000 (Fixed Assets)
3674	COM TEC SECURITY LLC		4,868.75		1 Transactions	
3271	CONTEGRITY GROUP					
37	25-807-000-0000-6610		1,168.18	CONSTRUCTION MANAGEMENT FEE	2017186	Capital - Over \$5,000 (Fixed Assets)
32	25-807-000-0000-6610		12,100.00	ON SITE SUPERVISION FEE	2017187	Capital - Over \$5,000 (Fixed Assets)
33	25-807-000-0000-6610		1,800.00	REIMBURSABLES	2017187	Capital - Over \$5,000 (Fixed Assets)
34	25-807-000-0000-6610		450.00	TEMP JOB OFFICE	2017187	Capital - Over \$5,000 (Fixed Assets)
35	25-807-000-0000-6610		180.00	FAN RENTAL	2017187	Capital - Over \$5,000 (Fixed Assets)
36	25-807-000-0000-6610		176.99	CONTINGENCY	2017187	Capital - Over \$5,000 (Fixed Assets)
3271	CONTEGRITY GROUP		15,875.17		6 Transactions	
1326	CULLIGAN WATER CONDITIONING					
38	25-807-000-0000-6610		9.80	WATER RENTAL	173-10758225-1	Capital - Over \$5,000 (Fixed Assets)
1326	CULLIGAN WATER CONDITIONING		9.80		1 Transactions	
4041	FRANSEN DECORATING INC					
43	25-807-000-0000-6610		13,527.15	CONTRACT PAYMENT	APPL 6	Capital - Over \$5,000 (Fixed Assets)
4041	FRANSEN DECORATING INC		13,527.15		1 Transactions	
4288	FROGGYS SIGNS					
44	25-807-000-0000-6610		458.49	SIGNS		Capital - Over \$5,000 (Fixed Assets)
4288	FROGGYS SIGNS		458.49		1 Transactions	
253	LIGHT & POWER COMMISSION					
67	25-807-000-0000-6610		74.17	ELECTRIC	06-811700-00	Capital - Over \$5,000 (Fixed Assets)
				10/02/2017	11/01/2017	0
253	LIGHT & POWER COMMISSION		74.17		1 Transactions	
4117	MINI BIFF INC					
82	25-807-000-0000-6610		99.30	PORTA-JOHN RENTAL/SERVICE	A-92235	Capital - Over \$5,000 (Fixed Assets)

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



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25 SPECIAL 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
4117	MINI BIFF INC		99.30	1 Transactions		
130	1595 SCHWICKERTS TECTA AMERICA 25-807-000-0000-6610		24,739.17	CONTRACT PAYMENT	4	Capital - Over \$5,000 (Fixed Assets)
	1595 SCHWICKERTS TECTA AMERICA		24,739.17	1 Transactions		
137	3415 SUMMIT FIRE PROTECTION 25-807-000-0000-6610		12,172.49	CONTRACT PAYMENT	6 & 7	Capital - Over \$5,000 (Fixed Assets)
	3415 SUMMIT FIRE PROTECTION		12,172.49	1 Transactions		
143	2693 TECHNICAL SOLUTIONS OF MADISON LA 25-807-000-0000-6610		434.59	PULL DATA CABLES	5215	Capital - Over \$5,000 (Fixed Assets)
	2693 TECHNICAL SOLUTIONS OF MADISON LA		434.59	1 Transactions		
144	3259 TWIN CITY ACOUSTICS INC 25-807-000-0000-6610		1,507.65	CONTRACT PAYMENT	4	Capital - Over \$5,000 (Fixed Assets)
	3259 TWIN CITY ACOUSTICS INC		1,507.65	1 Transactions		
152	3296 YAMRY CONSTRUCTION 25-807-000-0000-6610		1,980.04	CONTRACT PAYMENT	9	Capital - Over \$5,000 (Fixed Assets)
	3296 YAMRY CONSTRUCTION		1,980.04	1 Transactions		
807	DEPT Total:		87,646.08	DESIGNATED FOR CAPITAL ASSETS	16 Vendors	21 Transactions
25	Fund Total:		198,154.61	SPECIAL REVENUE FUND		41 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	Paid On Bhf # On Behalf of Name
848 DEPT				WIC PEER GRANT
1886 BMO				
279 82-848-000-0000-6203		151.01	T-MOBILE	0955 COMMUNICATIONS
1886 BMO		151.01		1 Transactions
3433 DOHERTY STAFFING SOLUTIONS				
39 82-848-000-0000-6265		1,426.28	STAFF SVC WIC PEER BF GRANT	132962 PROFESSIONAL SERVICES
40 82-848-000-0000-6265		1,167.31	STAFF SVC WIC PEER BF GRANT	134930 PROFESSIONAL SERVICES
3433 DOHERTY STAFFING SOLUTIONS		2,593.59		2 Transactions
848 DEPT Total:		2,744.60	WIC PEER GRANT	2 Vendors 3 Transactions
852 DEPT				PROJECT HARMONY GRANT
1886 BMO				
274 82-852-000-0000-6350		55.08	AMAZON	0955 Other Services & Charges
1886 BMO		55.08		1 Transactions
963 MINNESOTA STATE AUDITOR				
104 82-852-000-0000-6265		2,000.00	2017 AUDIT SERVICES FOR 2016	68839 Professional Services
			11/30/2016 10/31/2017	0
963 MINNESOTA STATE AUDITOR		2,000.00		1 Transactions
2589 SHI INTERNATIONAL CORP				
134 82-852-000-0000-6612		915.00	NOTEBOOK COMPUTER	B07043402 Captial - \$100-\$5,000 (Inventory)
2589 SHI INTERNATIONAL CORP		915.00		1 Transactions
852 DEPT Total:		2,970.08	PROJECT HARMONY GRANT	3 Vendors 3 Transactions
853 DEPT				LOCAL PUBLIC HEALTH GRANT
3525 BARN, GUZY & STEFFEN LTD				
18 82-853-000-0000-6265		4,667.04	DELEGATION AGREEMENT CONSULT	179606 PROFESSIONAL SERVICES
3525 BARN, GUZY & STEFFEN LTD		4,667.04		1 Transactions
1886 BMO				
280 82-853-000-0000-6203		65.00	CONSTANT CONTACTT	0955 COMMUNICATIONS
281 82-853-000-0000-6353		3.99	COBORNS	0955 MEETING EXPENSE
282 82-853-000-0000-6353		193.28	SUBWAY	0955 MEETING EXPENSE

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82 COMMUNITY HEALTH SER

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
1886	BMO		262.27		3 Transactions	
56	3645 HUTCHINSON EVENT CENTER 82-853-000-0000-6353		110.00	SPACE FOR STAFF TRAINING		MEETING EXPENSE
	3645 HUTCHINSON EVENT CENTER		110.00		1 Transactions	
106	963 MINNESOTA STATE AUDITOR 82-853-000-0000-6265		9,303.81	2017 AUDIT SERVICES FOR 2016 11/30/2016 10/31/2017	68839 0	PROFESSIONAL SERVICES
	963 MINNESOTA STATE AUDITOR		9,303.81		1 Transactions	
108	80 NAMI MINNESOTA 82-853-000-0000-6360		270.00	MENTAL HEALTH WORK PLACE TRAIN	189126	TRAINING
	80 NAMI MINNESOTA		270.00		1 Transactions	
853	DEPT Total:		14,613.12	LOCAL PUBLIC HEALTH GRANT	5 Vendors	7 Transactions
866	DEPT			EMERGENCY PREPAREDNESS TO BIOTER		
	1886 BMO					
263	82-866-000-0000-6402		21.46	TARGET	0730	OFFICE SUPPLIES
265	82-866-000-0000-6402		106.86	511TACTICAL.COM	0730	OFFICE SUPPLIES
275	82-866-000-0000-6205		4.20	USPA	0955	POSTAGE AND POSTAL BOX RENTAL
276	82-866-000-0000-6336		23.92	KOWALSKI	0955	MEALS, LODGING, PARKING & MISCELLAN
277	82-866-000-0000-6336		91.80	LAKEWINDS	0955	MEALS, LODGING, PARKING & MISCELLAN
278	82-866-000-0000-6336		418.40	EXTENDEDSTAY	0955	MEALS, LODGING, PARKING & MISCELLAN
	1886 BMO		666.64		6 Transactions	
866	DEPT Total:		666.64	EMERGENCY PREPAREDNESS TO BIOTI	1 Vendors	6 Transactions
872	DEPT			CHILD & TEEN CHECKUPS (C&TC)		
	137 HUTCHINSON LEADER					
57	82-872-000-0000-6265		250.00	CTC LEAD ADVERTISING	766291	Professional Services
58	82-872-000-0000-6265		250.00	CTC LEAD ADVERTISING SET UP	766292	Professional Services
	137 HUTCHINSON LEADER		500.00		2 Transactions	
105	963 MINNESOTA STATE AUDITOR 82-872-000-0000-6265		3,000.00	2017 AUDIT SERVICES FOR 2016 11/30/2016 10/31/2017	68839 0	Professional Services

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



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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
963	MINNESOTA STATE AUDITOR		3,000.00	1 Transactions		
872	DEPT Total:		3,500.00	CHILD & TEEN CHECKUPS (C&TC)	2 Vendors	3 Transactions
82	Fund Total:		24,494.44	COMMUNITY HEALTH SERVICE		22 Transactions

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



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86 TRUST & AGENCY 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
975	DEPT		DNR CLEARING ACCOUNT			
	509 MINNESOTA DNR					
84	86-975-000-0000-6850		495.00	DNR		Collections For Other Agencies
				11/21/2017 11/27/2017	0	
	509 MINNESOTA DNR		495.00	1 Transactions		
975	DEPT Total:		495.00	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT			GAME & FISH CLEARING ACCOUNT		
	509 MINNESOTA DNR					
83	86-976-000-0000-6850		30.00	G & F		Collections For Other Agencies
				11/21/2017 11/27/2017	0	
	509 MINNESOTA DNR		30.00	1 Transactions		
976	DEPT Total:		30.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		525.00	TRUST & AGENCY FUND		2 Transactions

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



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87 TAX & PENALTY 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>
980	DEPT		TAX COLLECTIONS		
	4285 TRC REAL ESTATE LLC				
139	87-980-000-0000-6810	194.19	ACH TAX REFUND	23.145.0750	REFUNDS AND REIMBURSEMENTS
	4285 TRC REAL ESTATE LLC	194.19		1 Transactions	
980	DEPT Total:	194.19	TAX COLLECTIONS	1 Vendors	1 Transactions
87	Fund Total:	194.19	TAX & PENALTY FUND		1 Transactions
	Final Total:	356,687.04	136 Vendors	287 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	77,257.97	GENERAL REVENUE FUND
3	44,242.90	ROAD & BRIDGE FUND
5	1,352.76	SOLID WASTE FUND
11	9,001.24	HUMAN SERVICE FUND
20	171.00	COUNTY DITCH FUND
21	1,292.93	SWCD FUND
25	198,154.61	SPECIAL REVENUE FUND
82	24,494.44	COMMUNITY HEALTH SERVICE
86	525.00	TRUST & AGENCY FUND
87	194.19	TAX & PENALTY FUND
All Funds	356,687.04	Total

Approved by,

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



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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

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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	Paid On Bhf #	On Behalf of Name
0	DEPT			...		
33	4187 COAST PROFESSIONAL INC 01-000-000-0000-2055		224.23	GARNISHMENT 11/12/2017 11/25/2017	683730 0	GARNISHMENTS PAYABLE
	4187 COAST PROFESSIONAL INC		224.23	1 Transactions		
90	3028 MINNESOTA CHILD SUPPORT PAYMENT 01-000-000-0000-2056		317.48	CHILD SUPPORT 11/12/2017 11/25/2017	001124208702 0	CHILD SUPPORT GARNISHMENT PAYABLE
92	01-000-000-0000-2056		117.67	CHILD SUPPORT 11/12/2017 11/25/2017	001436294701 0	CHILD SUPPORT GARNISHMENT PAYABLE
89	01-000-000-0000-2056		257.96	CHILD SUPPORT 11/12/2017 11/25/2017	001447664801 0	CHILD SUPPORT GARNISHMENT PAYABLE
91	01-000-000-0000-2056		130.13	CHILD SUPPORT 11/12/2017 11/25/2017	001499730601 0	CHILD SUPPORT GARNISHMENT PAYABLE
93	01-000-000-0000-2056		329.48	CHILD SUPPORT 11/12/2017 11/25/2017	001530953002 0	CHILD SUPPORT GARNISHMENT PAYABLE
	3028 MINNESOTA CHILD SUPPORT PAYMENT		1,152.72	5 Transactions		
0	DEPT Total:		1,376.95	...	2 Vendors	6 Transactions
5	DEPT			BOARD OF COUNTY COMMISSIONERS		
76	658 MCLEOD PUBLISHING INC 01-005-000-0000-6241		130.00	MEETING MINUTES		PRINTING AND PUBLISHING
77	01-005-000-0000-6241		8.13	BIDS		PRINTING AND PUBLISHING
	658 MCLEOD PUBLISHING INC		138.13	2 Transactions		
5	DEPT Total:		138.13	BOARD OF COUNTY COMMISSIONERS	1 Vendors	2 Transactions
13	DEPT			COURT ADMINISTRATOR'S		
17	11580 CENTURYLINK 01-013-000-0000-6203		38.75	LONG DISTANCE 11/21/2017 12/20/2017	320439462 0	COMMUNICATIONS
	11580 CENTURYLINK		38.75	1 Transactions		
35	844 CORE PROFESSIONAL SERVICES PA 01-013-000-0000-6262		800.00	PSE/PSYCHOSEXUAL EVAL	5615	EVALUATIONS
36	01-013-000-0000-6262		800.00	PSE/PSYCHOSEXUAL EVAL	5623	EVALUATIONS

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



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 GENERAL REVENUE FUND

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
844 CORE PROFESSIONAL SERVICES PA		1,600.00	2 Transactions	
13 DEPT Total:		1,638.75	COURT ADMINISTRATOR'S	2 Vendors 3 Transactions
31 DEPT			COUNTY ADMINISTRATOR'S	
1324 DONALD SALVERDA & ASSOCIATES				
144 01-031-000-0000-6350		112.89	BOOKS	P-1703-9B OTHER SERVICES & CHARGES
1324 DONALD SALVERDA & ASSOCIATES		112.89	1 Transactions	
658 MCLEOD PUBLISHING INC				
75 01-031-000-0000-6241		26.00	HELP WANTED	PRINTING AND PUBLISHING
658 MCLEOD PUBLISHING INC		26.00	1 Transactions	
31 DEPT Total:		138.89	COUNTY ADMINISTRATOR'S	2 Vendors 2 Transactions
41 DEPT			COUNTY AUDITOR-TREASURER'S	
4622 D & T VENTURES				
39 01-041-000-0000-6350		661.50	DEC 17 E-TAX INQUIRY SUPPORT	298361 OTHER SERVICES & CHARGES
4622 D & T VENTURES		661.50	1 Transactions	
41 DEPT Total:		661.50	COUNTY AUDITOR-TREASURER'S	1 Vendors 1 Transactions
65 DEPT			INFORMATION TECHNOLOGY	
2748 CDW GOVERNMENT INC				
13 01-065-000-0000-6404		176.60	LAPTOP POWER ADAPTERS	KVX3552 COMPUTER SUPPLIES
14 01-065-000-0000-6404		105.59	LAPTOP 135W POWER ADAPTER	KXF2238 COMPUTER SUPPLIES
2748 CDW GOVERNMENT INC		282.19	2 Transactions	
134 CITY OF HUTCHINSON				
30 01-065-000-0000-6321		500.00	FIBER CONNECTION FAIRGROUNDS	0000042415 MAINTENANCE AGREEMENTS
			12/01/2017 12/31/2017	0
134 CITY OF HUTCHINSON		500.00	1 Transactions	
2305 CONDUENT BUSINESS SERVICES LLC				
34 01-065-000-0000-6321		775.00	APEX ANNUAL MAINTENANCE (5)	1423331 MAINTENANCE AGREEMENTS
2305 CONDUENT BUSINESS SERVICES LLC		775.00	1 Transactions	
9820 MINNESOTA COUNTIES COMPUTER COO				

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
98	01-065-000-0000-6350		1,921.50	PAYROLL ESS & ALERTS	2Y1711155	OTHER SERVICES & CHARGES
99	01-065-000-0000-6350		830.07	MARSHALL/SWIFT CAMA	2Y1711175	OTHER SERVICES & CHARGES
9820	MINNESOTA COUNTIES COMPUTER COO		2,751.57	2 Transactions		
65	DEPT Total:		4,308.76	INFORMATION TECHNOLOGY	4 Vendors	6 Transactions
76	DEPT			CENTRAL SERVICES-COUNTY WIDE		
11580	CENTURYLINK					
16	01-076-000-0000-6203		681.61	LONG DISTANCE	320439462	COMMUNICATIONS
				11/21/2017 12/20/2017	0	
11580	CENTURYLINK		681.61	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC					
54	01-076-000-0000-6402		53.54	OFFICE SUPPLIES/BADGE SUPPLIES	IN1800677	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		53.54	1 Transactions		
3759	INTENSITY SIGNS & GRAPHICS					
61	01-076-000-0000-6338		247.06	DECAL INSTALL CARVANS	7047	MOTOR POOL EXPENSES
3759	INTENSITY SIGNS & GRAPHICS		247.06	1 Transactions		
1857	METRO SALES INC					
80	01-076-000-0000-6321		151.41	MAINT RICOH MPC3503-ZONING	INV924099	MAINTENANCE AGREEMENTS
81	01-076-000-0000-6321		462.45	MAINT RICOH MPC4504-EXTENSION	INV945104	MAINTENANCE AGREEMENTS
82	01-076-000-0000-6321		63.70	MAINT RICOH MPC5503-SHERIFF	INV945105	MAINTENANCE AGREEMENTS
86	01-076-000-0000-6321		38.96	MAINT RICOH MP3054-COURT SVC	INV946759	MAINTENANCE AGREEMENTS
84	01-076-000-0000-6321		192.39	MAINT RICOH MPC4504-JAIL	INV946761	MAINTENANCE AGREEMENTS
85	01-076-000-0000-6321		1,003.39	MAINT RICOH MPC6004-AT	INV946761	MAINTENANCE AGREEMENTS
87	01-076-000-0000-6321		295.71	MAINT RICOH MPC3503-ZONING	INV946762	MAINTENANCE AGREEMENTS
83	01-076-000-0000-6321		825.06	MAINT RICOH MPC4503-ATTORNEY	INV946764	MAINTENANCE AGREEMENTS
1857	METRO SALES INC		3,033.07	8 Transactions		
5771	NU-TELECOM					
105	01-076-000-0000-6203		1,551.96	EXT/PRI/SW B1	82155151	COMMUNICATIONS
				11/01/2017 11/30/2017	0	
107	01-076-000-0000-6203		1,551.96	EXT/PRI/SW B1	82178295	COMMUNICATIONS
				12/01/2017 12/31/2017	0	
5771	NU-TELECOM		3,103.92	2 Transactions		
138	PRO AUTO & TRANSMISSION INC					

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
116	01-076-000-0000-6338		LOF 2014 CHEV MALIBU	2075578	MOTOR POOL EXPENSES
115	01-076-000-0000-6338		LOF 2012 FORD ESCAPE	2076544	MOTOR POOL EXPENSES
	138 PRO AUTO & TRANSMISSION INC				2 Transactions
	1990 SHRED-N-GO INC				
132	01-076-000-0000-6350		OCTOBER SHREDDING	72428	OTHER SERVICES & CHARGES
131	01-076-000-0000-6350		NOVEMBER SHREDDING	73505	OTHER SERVICES & CHARGES
	1990 SHRED-N-GO INC				2 Transactions
	3752 STAR GROUP LLC				
133	01-076-000-0000-6338		HARWARD FOR MOUNTING PLATES	970076	MOTOR POOL EXPENSES
	3752 STAR GROUP LLC				1 Transactions
	1083 WEX BANK				
142	01-076-000-0000-6338		FUEL	52201926	MOTOR POOL EXPENSES
			11/01/2017 11/30/2017	0	
	1083 WEX BANK				1 Transactions
76	DEPT Total:		9,001.53	CENTRAL SERVICES-COUNTY WIDE	9 Vendors 19 Transactions
91	DEPT			COUNTY ATTORNEY'S	
	4298 FERNANDEZ/MANUAL FLORENTI				
70	01-091-000-0000-6280		20.00	WITNESS FEE	WITNESS FEES
	4298 FERNANDEZ/MANUAL FLORENTI		20.00		1 Transactions
	3522 MINNESOTA COUNTY ATTORNEYS ASSN				
97	01-091-000-0000-6245		975.00	ANNUAL MTG-MJ/DP/ZL	200003612 DUES AND REGISTRATION FEES
	3522 MINNESOTA COUNTY ATTORNEYS ASSN		975.00		1 Transactions
	8564 OFFICE DEPOT INC				
112	01-091-000-0000-6402		56.88	OFFICE SUPPLIES	981639314001 OFFICE SUPPLIES
	8564 OFFICE DEPOT INC		56.88		1 Transactions
	60963 SEVEN COUNTY PROCESS SERVERS LLC				
127	01-091-000-0000-6350		55.00	SVC OF DOC	20171869 OTHER SERVICES & CHARGES
128	01-091-000-0000-6350		165.00	SVC OF DOC	20171899 OTHER SERVICES & CHARGES
129	01-091-000-0000-6350		55.00	SVC OF DOC	20171900 OTHER SERVICES & CHARGES
130	01-091-000-0000-6350		110.00	SVC OF DOC	20171910 OTHER SERVICES & CHARGES

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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
60963 SEVEN COUNTY PROCESS SERVERS LLC		385.00	4 Transactions	
91 DEPT Total:		1,436.88	COUNTY ATTORNEY'S	4 Vendors 7 Transactions
111 DEPT			COURTHOUSE BUILDING	
869 HILLYARD HUTCHINSON				
48 01-111-000-0000-6415		63.65	CLEANING SUPPLIES	602749536 CLEANING SUPPLIES
869 HILLYARD HUTCHINSON		63.65	1 Transactions	
1202 MEI TOTAL ELEVATOR SOLUTIONS				
71 01-111-000-0000-6303		135.14	ELEVATOR MAINTENANCE	727217 REPAIR AND MAINTENANCE SERVICES
			11/01/2017 11/30/2017	0
73 01-111-000-0000-6303		135.14	ELEVATOR MAINTENANCE	729858 REPAIR AND MAINTENANCE SERVICES
			12/01/2017 12/31/2017	0
1202 MEI TOTAL ELEVATOR SOLUTIONS		270.28	2 Transactions	
3752 STAR GROUP LLC				
135 01-111-000-0000-6425		11.97	GREASE CARTRIGES	927810 REPAIR AND MAINTENANCE SUPPLIES
3752 STAR GROUP LLC		11.97	1 Transactions	
111 DEPT Total:		345.90	COURTHOUSE BUILDING	3 Vendors 4 Transactions
112 DEPT			NORTH COMPLEX BUILDING	
3375 FOSTER MECHANICAL				
44 01-112-000-0000-6303		110.00	CHECK/SVC HUMIDIFIER-NC	10494 REPAIR AND MAINTENANCE SERVICES
3375 FOSTER MECHANICAL		110.00	1 Transactions	
5967 GLENCOE FLEET SUPPLY INC				
46 01-112-000-0000-6425		36.96	AIR FILTERS-NC	32147 REPAIR AND MAINTENANCE SUPPLIES
5967 GLENCOE FLEET SUPPLY INC		36.96	1 Transactions	
3752 STAR GROUP LLC				
134 01-112-000-0000-6425		9.99	V-BELTS FOR NC	972654 REPAIR AND MAINTENANCE SUPPLIES
3752 STAR GROUP LLC		9.99	1 Transactions	
112 DEPT Total:		156.95	NORTH COMPLEX BUILDING	3 Vendors 3 Transactions
116 DEPT			HEALTH AND HUMAN SERVICES BUILDII	

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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 #	
3375 FOSTER MECHANICAL				
45 01-116-000-0000-6303		110.00	CHECK/SVC HUMIDIFIER-HHS	10494 REPAIR AND MAINTENANCE SERVICES
3375 FOSTER MECHANICAL		110.00	1 Transactions	
1202 MEI TOTAL ELEVATOR SOLUTIONS				
72 01-116-000-0000-6303		148.32	ELEVATOR MAINTENANCE	726980 REPAIR AND MAINTENANCE SERVICES
			11/01/2017 11/30/2017	0
74 01-116-000-0000-6303		148.32	ELEVATOR MAINTENANCE	729478 REPAIR AND MAINTENANCE SERVICES
			12/01/2017 12/31/2017	0
1202 MEI TOTAL ELEVATOR SOLUTIONS		296.64	2 Transactions	
116 DEPT Total:		406.64	HEALTH AND HUMAN SERVICES BUIL	2 Vendors 3 Transactions
117 DEPT			FAIRGROUNDS	
5771 NU-TELECOM				
143 01-117-000-0000-6203		80.24	PHONE	82178501 COMMUNICATIONS
			12/01/2017 12/31/2017	0
5771 NU-TELECOM		80.24	1 Transactions	
7118 RUNNINGS SUPPLY INC				
119 01-117-000-0000-6245		14.98	PRO LOCK/BULBS	4450812 DUES AND REGISTRATION FEES
120 01-117-000-0000-6245		71.62	SIMPLE GREEN/DEGREASERS	4455398 DUES AND REGISTRATION FEES
121 01-117-000-0000-6245		204.00	CHARGER	4455485 DUES AND REGISTRATION FEES
122 01-117-000-0000-6245		16.07	HALOGEN BULBS	4456898 DUES AND REGISTRATION FEES
123 01-117-000-0000-6245		80.19	STARTING FLUID/THROW PILLOW	4467165 DUES AND REGISTRATION FEES
125 01-117-000-0000-6245		74.51	BLEACH/SIMPLE GREEN	4468266 DUES AND REGISTRATION FEES
124 01-117-000-0000-6245		75.06-	THROW PILLOW REFUND	4473516 DUES AND REGISTRATION FEES
7118 RUNNINGS SUPPLY INC		386.31	7 Transactions	
117 DEPT Total:		466.55	FAIRGROUNDS	2 Vendors 8 Transactions
121 DEPT			VETERAN SERVICES	
134 CITY OF HUTCHINSON				
32 01-121-000-0000-6455		433.44	VAN FUEL	0000042423 MOTOR FUELS AND LUBRICATION
			11/01/2017 11/30/2017	0
134 CITY OF HUTCHINSON		433.44	1 Transactions	
1865 KARP FM RADIO				

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
64	01-121-000-0000-6240		VETERANS DAY 60 SECONDS	36301-1	MISCELLANEOUS ADVERTISING
1865	KARP FM RADIO	111.00	1 Transactions		
1129	KDUZ AM KARP FM RADIO				
65	01-121-000-0000-6240	111.00	VETERANS DAY 60 SECONDS	36301-2	MISCELLANEOUS ADVERTISING
1129	KDUZ AM KARP FM RADIO	111.00	1 Transactions		
2101	KGLB-AM RADIO				
66	01-121-000-0000-6240	111.00	VETERANS DAY 60 SECONDS	36301-3	MISCELLANEOUS ADVERTISING
2101	KGLB-AM RADIO	111.00	1 Transactions		
121	DEPT Total:	766.44	VETERAN SERVICES	4 Vendors	4 Transactions
201	DEPT		COUNTY SHERIFF'S OFFICE		
11580	CENTURYLINK				
18	01-201-000-0000-6203	67.41	LONG DISTANCE	320439462	COMMUNICATIONS
			11/21/2017 12/20/2017	0	
11580	CENTURYLINK	67.41	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
55	01-201-000-0000-6402	161.83	OFFICE SUPPLIES	IN1829838	OFFICE SUPPLIES
56	01-201-000-0000-6402	192.56	OFFICE SUPPLIES	IN1836989	OFFICE SUPPLIES
57	01-201-000-0000-6402	231.41	OFFICE SUPPLIES	IN1840241	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	585.80	3 Transactions		
5771	NU-TELECOM				
110	01-201-000-0000-6203	143.68	111-2290 SPEC ACC VOICE	82178126	COMMUNICATIONS
			12/01/2017 12/31/2017	0	
5771	NU-TELECOM	143.68	1 Transactions		
432	SAMS TIRE SERVICE				
126	01-201-000-0000-6327	654.00	#161 NEW TIRES	136438	GENERAL AUTO MAINTENANCE
432	SAMS TIRE SERVICE	654.00	1 Transactions		
201	DEPT Total:	1,450.89	COUNTY SHERIFF'S OFFICE	4 Vendors	6 Transactions
251	DEPT		COUNTY JAIL		
5983	ADVANCED CORRECTIONAL HEALTHCA				

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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	Service Dates	Paid On Bhf #	On Behalf of Name
5	01-251-000-0000-6268		MEDICAL SERVICES	71469	MEDICAL AID TO PRISONERS
		2,022.75	01/01/2018 01/31/2018	0	
6	01-251-000-0000-6268		MENTAL HEALTH SERVICES	71469	MEDICAL AID TO PRISONERS
		1,658.44	01/01/2018 01/31/2018	0	
7	01-251-000-0000-6268		MEDS OVERAGE	71470	MEDICAL AID TO PRISONERS
		3,916.21	10/01/2017 10/31/2017	0	
8	01-251-000-0000-6268		MEDS OVERAGE	71470	MEDICAL AID TO PRISONERS
		16.84	11/01/2017 11/30/2017	0	
5983	ADVANCED CORRECTIONAL HEALTHCA	7,614.24		4 Transactions	
3652	ELITE LOCK & KEY				
40	01-251-000-0000-6303	215.00	LOCK WORK IN JAIL	17163	REPAIR AND MAINTENANCE SERVICES
3652	ELITE LOCK & KEY	215.00		1 Transactions	
2412	GLENCOE REGIONAL HEALTH SERVICES				
47	01-251-000-0000-6268	190.07	BIOPSY/CT-K WILLE	103464539	MEDICAL AID TO PRISONERS
2412	GLENCOE REGIONAL HEALTH SERVICES	190.07		1 Transactions	
869	HILLYARD HUTCHINSON				
49	01-251-000-0000-6415	220.43	LAUNDRY DETERGENT	602783772	CLEANING SUPPLIES
869	HILLYARD HUTCHINSON	220.43		1 Transactions	
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
58	01-251-000-0000-6402	394.94	TONER	IN1837997	OFFICE SUPPLIES
59	01-251-000-0000-6402	178.92	TONER	IN1841875	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	573.86		2 Transactions	
1334	NARDINI FIRE EQUIPMENT INC				
103	01-251-000-0000-6265	175.00	INSPECTION/MAINTENANCE	IN00058059	PROFESSIONAL SERVICES
1334	NARDINI FIRE EQUIPMENT INC	175.00		1 Transactions	
2140	PHOENIX SUPPLY				
114	01-251-000-0000-6461	58.87	CHAP ICE	13378	INMATE SUPPLIES
2140	PHOENIX SUPPLY	58.87		1 Transactions	
251	DEPT Total:	9,047.47	COUNTY JAIL	7 Vendors	11 Transactions
485	DEPT		COUNTY PUBLIC HEALTH NURSING		
11580	CENTURYLINK				

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
19	01-485-000-0000-6203		LONG DISTANCE	320439462	COMMUNICATIONS
		74.49	11/21/2017 12/20/2017	0	
11580	CENTURYLINK	74.49	1 Transactions		
4307	THE STAYWELL COMPANY LLC				
138	01-485-000-0000-6364	206.56	EMPLOYEE WELLNESS	8162176	COUNTY EMPLOYEE WELLNESS COMMITT
4307	THE STAYWELL COMPANY LLC	206.56	1 Transactions		
485	DEPT Total:	281.05	COUNTY PUBLIC HEALTH NURSING	2 Vendors	2 Transactions
520	DEPT		COUNTY PARK'S		
2472	MN DEPT OF NATURAL RESOURCES				
102	01-520-000-0000-6303	95.26	DIGNS FOR DAKOTA TRAIL	865211	REPAIR AND MAINTENANCE SERVICES
2472	MN DEPT OF NATURAL RESOURCES	95.26	1 Transactions		
5771	NU-TELECOM				
106	01-520-000-0000-6203	49.97	PIEPENBURG 587-2082	82155151	COMMUNICATIONS
			11/01/2017 11/30/2017	0	
108	01-520-000-0000-6203	41.10	PIEPENBURG 587-2082	82178295	COMMUNICATIONS
			12/01/2017 12/31/2017	0	
5771	NU-TELECOM	91.07	2 Transactions		
268	QUADE ELECTRIC INC				
117	01-520-000-0000-6303	4,680.00	#525 UPGRADE ELECTRICAL SYSTEM	7887	REPAIR AND MAINTENANCE SERVICES
268	QUADE ELECTRIC INC	4,680.00	1 Transactions		
520	DEPT Total:	4,866.33	COUNTY PARK'S	3 Vendors	4 Transactions
603	DEPT		COUNTY EXTENSION		
3038	FARM SHOW MAGAZINE				
41	01-603-000-0000-6450	65.95	3 YEAR SUBSCRIPTION		SUBSCRIPTIONS
3038	FARM SHOW MAGAZINE	65.95	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
60	01-603-000-0000-6402	91.11	PAPER	IN1840016	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	91.11	1 Transactions		

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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. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
603 DEPT Total:		157.06	COUNTY EXTENSION	2 Vendors	2 Transactions
1 Fund Total:		36,646.67	GENERAL REVENUE FUND		93 Transactions

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3 ROAD & BRIDGE 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
330	DEPT			HIGHWAY ADMINISTRATION		
	1857 METRO SALES INC					
79	03-330-000-0000-6321		176.44	MAINT RICOH MPC5503-HWY	INV924098	MAINTENANCE AGREEMENTS
88	03-330-000-0000-6321		107.18	MAINT RICOH MPC5503-HIGHWAY	INV946760	MAINTENANCE AGREEMENTS
	1857 METRO SALES INC		283.62	2 Transactions		
330	DEPT Total:		283.62	HIGHWAY ADMINISTRATION	1 Vendors	2 Transactions
3	Fund Total:		283.62	ROAD & BRIDGE FUND		2 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	Paid On Bhf #	On Behalf of Name
391	DEPT		SOLID WASTE TIP FEE			
2777	ACE HARDWARE					
2	05-391-000-0000-6410		26.26	SUPPLIES	304108	BUILDING AND SAFETY SUPPLIES
3	05-391-000-0000-6561		58.59	SUPPLIES	304265	REPAIR AND MAINTENANCE-OTHER
2777	ACE HARDWARE		84.85			2 Transactions
11580	CENTURYLINK					
20	05-391-000-0000-6203		5.56	LONG DISTANCE	320439462	COMMUNICATIONS
				11/21/2017 12/20/2017	0	
11580	CENTURYLINK		5.56			1 Transactions
134	CITY OF HUTCHINSON					
31	05-391-000-0000-6561		500.00	FIBER CONNECTION SOLID WASTE	0000042415	REPAIR AND MAINTENANCE-OTHER
				12/01/2017 12/31/2017	0	
134	CITY OF HUTCHINSON		500.00			1 Transactions
391	DEPT Total:		590.41	SOLID WASTE TIP FEE	3 Vendors	4 Transactions
393	DEPT			MATERIALS RECOVERY FACILITY		
2759	3M					
1	05-393-000-0000-6412		5,625.97	3RD QTR OCC	3000187	FIBER RECOVERY
2759	3M		5,625.97			1 Transactions
2777	ACE HARDWARE					
4	05-393-000-0000-6410		13.91	SUPPLIES	304351	BUILDING AND SAFETY SUPPLIES
2777	ACE HARDWARE		13.91			1 Transactions
5753	AMERICAN DOOR WORKS					
10	05-393-000-0000-6561		2,452.94	DOOR REPAIR	0187934-IN	REPAIR AND MAINTENANCE-OTHER
5753	AMERICAN DOOR WORKS		2,452.94			1 Transactions
2359	AWS INC					
11	05-393-000-0000-6561		1,250.00	SOFTWARE AMINTENANCE/SUPPORT	20170787	REPAIR AND MAINTENANCE-OTHER
2359	AWS INC		1,250.00			1 Transactions
11580	CENTURYLINK					
21	05-393-000-0000-6203		4.77	LONG DISTANCE	320439462	COMMUNICATIONS
				11/21/2017 12/20/2017	0	

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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.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
11580	CENTURYLINK				
		4.77		1 Transactions	
5068	CITI CARGO & STORAGE				
25	05-393-000-0000-6560	108.00	DAMAGED TRAILER REPAIR 90942	SI194746	REPAIR AND MAINTENANCE-EQUIPMENT
28	05-393-000-0000-6560	7.97	TAX	SI194746	REPAIR AND MAINTENANCE-EQUIPMENT
27	05-393-000-0000-6560	211.00	DAMAGED TRAILER REPAIR 90312	SI194943	REPAIR AND MAINTENANCE-EQUIPMENT
29	05-393-000-0000-6560	15.56	TAX	SI194943	REPAIR AND MAINTENANCE-EQUIPMENT
26	05-393-000-0000-6560	1,812.04	DAMAGED TRAILER REPAIR	SI949477	REPAIR AND MAINTENANCE-EQUIPMENT
5068	CITI CARGO & STORAGE	2,154.57		5 Transactions	
3514	FIVE STAR				
42	05-393-000-0000-6412	468.99	COMMERCIAL OCC 3RD QTR	3000182	FIBER RECOVERY
3514	FIVE STAR	468.99		1 Transactions	
6056	FORM A FEED INC				
43	05-393-000-0000-6412	1,356.14	3RD QTR 2017 COMMERCIAL OCC	3000183	FIBER RECOVERY
6056	FORM A FEED INC	1,356.14		1 Transactions	
4107	K & S ELECTRIC				
63	05-393-000-0000-6561	872.19	ELECTRICAL SERVICE REPAIR	15434	REPAIR AND MAINTENANCE-OTHER
62	05-393-000-0000-6561	238.38	ELECTRICAL SERVICE REPAIR	15435	REPAIR AND MAINTENANCE-OTHER
4107	K & S ELECTRIC	1,110.57		2 Transactions	
6270	LITTFIN LUMBER CO				
67	05-393-000-0000-6412	185.72	OCC	3000191	FIBER RECOVERY
68	05-393-000-0000-6412	220.50	ALUMINUM	3000191	FIBER RECOVERY
6270	LITTFIN LUMBER CO	406.22		2 Transactions	
3028	MINNESOTA CHILD SUPPORT PAYMENT				
94	05-393-000-0000-2056	174.43	CHILD SUPPORT	001555467301	CHILD SUPPORT GARNISHMEN PAYABLE
			11/12/2017 11/25/2017	0	
3028	MINNESOTA CHILD SUPPORT PAYMENT	174.43		1 Transactions	
758	NORTH STAR PROCESSING				
104	05-393-000-0000-6412	40.34	3RD QTR 2017 OCC REDEMPTION	3000199	FIBER RECOVERY
758	NORTH STAR PROCESSING	40.34		1 Transactions	
3119	OHLY AMERICAS				
113	05-393-000-0000-6412	100.12	3RD QTR 2017 OCC REDEMPTION	3000200	FIBER RECOVERY

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



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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	Paid On Bhf # On Behalf of Name
3119 OHLY AMERICAS		100.12	1 Transactions	
1038 REINER ENTERPRISES INC				
118 05-393-000-0000-6269		1,987.50	RECYCLABLES PICKUP	2814 CONTACTS
1038 REINER ENTERPRISES INC		1,987.50	1 Transactions	
393 DEPT Total:		17,146.47	MATERIALS RECOVERY FACILITY	14 Vendors 20 Transactions
397 DEPT			HOUSEHOLD HAZARDOUS WASTE	
2359 AWS INC				
12 05-397-000-0000-6561		1,250.00	SOFTWARE MAINTENANCE/SUPPORT	20170787 REPAIR AND MAINTENANCE-OTHER
2359 AWS INC		1,250.00	1 Transactions	
11580 CENTURYLINK				
22 05-397-000-0000-6203		1.42	LONG DISTANCE	320439462 COMMUNICATIONS
			11/21/2017 12/20/2017	0
11580 CENTURYLINK		1.42	1 Transactions	
3168 ECO TECH				
37 05-397-000-0000-6269		1,147.20	E-WASTE RECYCLING	CONTRACTS
			10/27/2017 11/01/2017	0
38 05-397-000-0000-6269		802.70	E-WASTE RECYCLING	CONTRACTS
			11/06/2017 11/06/2017	0
3168 ECO TECH		1,949.90	2 Transactions	
136 HUTCHINSON CO-OP				
50 05-397-000-0000-6350		21.79	LP GAS	877881 OTHER SERVICES & CHARGES
53 05-397-000-0000-6350		53.77	#2 DIESEL	877912 OTHER SERVICES & CHARGES
51 05-397-000-0000-6350		21.79	LP GAS	881610 OTHER SERVICES & CHARGES
52 05-397-000-0000-6350		21.79	LP GAS	888266 OTHER SERVICES & CHARGES
136 HUTCHINSON CO-OP		119.14	4 Transactions	
3205 LUMINAIRE ENVIRONMENTAL& TECH IN				
69 05-397-000-0000-6259		482.00	FLB DISPOSAL	4673 RECYCLING
3205 LUMINAIRE ENVIRONMENTAL& TECH IN		482.00	1 Transactions	
2825 MENARDS HUTCHINSON				
78 05-397-000-0000-6402		83.69	VERMICULITE INSULATION #24160	ACCT#31550331 OFFICE SUPPLIES

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



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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	Paid On Bhf #	On Behalf of Name
2825	MENARDS HUTCHINSON		83.69	1 Transactions		
3028	MINNESOTA CHILD SUPPORT PAYMENT					
95	05-397-000-0000-2056		268.57	CHILD SUPPORT 11/12/2017 11/25/2017	001492611501 0	CHILD SUPPORT GARNISHMENT PAYABLE
3028	MINNESOTA CHILD SUPPORT PAYMENT		268.57	1 Transactions		
5326	ULINE					
140	05-397-000-0000-6350		6.19	TAX	92362294	OTHER SERVICES & CHARGES
141	05-397-000-0000-6350		22.04	FREIGHT	92362294	OTHER SERVICES & CHARGES
139	05-397-000-0000-6402		68.00	OPERATING SUPPLIES	92362294	OFFICE SUPPLIES
5326	ULINE		96.23	3 Transactions		
397	DEPT Total:		4,250.95	HOUSEHOLD HAZARDOUS WASTE	8 Vendors	14 Transactions
5	Fund Total:		21,987.83	SOLID WASTE FUND		38 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
420	DEPT		INCOME MAINTENANCE		
	11580 CENTURYLINK				
23	11-420-600-0010-6203		LONG DISTANCE	320439462	COMMUNICATIONS/POSTAGE
		114.58	11/21/2017 12/20/2017	0	
	11580 CENTURYLINK		1 Transactions		
420	DEPT Total:	114.58	INCOME MAINTENANCE	1 Vendors	1 Transactions
430	DEPT		INDIVIDUAL AND FAMILY SOCIAL SERVI		
	11580 CENTURYLINK				
24	11-430-700-0010-6203		LONG DISTANCE	320439462	COMMUNICATIONS/POSTAGE
		267.35	11/21/2017 12/20/2017	0	
	11580 CENTURYLINK		1 Transactions		
	3028 MINNESOTA CHILD SUPPORT PAYMENT				
96	11-430-000-0000-2056		CHILD SUPPORT	001486828601	CHILD SUPPORT GARNISHMENT PAYABLE
		230.73	11/12/2017 11/25/2017	0	
	3028 MINNESOTA CHILD SUPPORT PAYMENT		1 Transactions		
430	DEPT Total:	498.08	INDIVIDUAL AND FAMILY SOCIAL SER	2 Vendors	2 Transactions
11	Fund Total:	612.66	HUMAN SERVICE FUND		3 Transactions

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21 SWCD 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
696	DEPT			SWCD		
	5906 CENTURYLINK					
15	21-696-000-0000-6203		151.50	SERVICES	314187619	COMMUNICATIONS
				11/18/2017 12/17/2017	0	
	5906 CENTURYLINK		151.50		1 Transactions	
696	DEPT Total:		151.50	SWCD	1 Vendors	1 Transactions
21	Fund Total:		151.50	SWCD FUND		1 Transactions

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



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25 SPECIAL 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
252	DEPT			JAIL CANTEEN ACCOUNT		
	5771 NU-TELECOM					
111	25-252-000-0000-6460		113.39	CABLE	82176882	Jail Supplies
				12/01/2017 12/31/2017	0	
	5771 NU-TELECOM		113.39	1 Transactions		
252	DEPT Total:		113.39	JAIL CANTEEN ACCOUNT	1 Vendors	1 Transactions
285	DEPT			E-911 SYSTEM MAINTENANCE - GRANT		
	5771 NU-TELECOM					
109	25-285-000-0000-6203		588.30	587-0405 E-911	82178497	Communications - Telephone Equipment
				12/01/2017 12/31/2017	0	
	5771 NU-TELECOM		588.30	1 Transactions		
285	DEPT Total:		588.30	E-911 SYSTEM MAINTENANCE - GRAN	1 Vendors	1 Transactions
807	DEPT			DESIGNATED FOR CAPITAL ASSETS		
	4181 ALLSTREAM					
9	25-807-000-0000-6610		1,494.90	ANALOG PHONE LICENSE	120389405	Capital - Over \$5,000 (Fixed Assets)
	4181 ALLSTREAM		1,494.90	1 Transactions		
	2693 TECHNICAL SOLUTIONS OF MADISON LA					
137	25-807-000-0000-6610		912.00	INSTALL ADDITIONAL PATCH PANEL	5221	Capital - Over \$5,000 (Fixed Assets)
136	25-807-000-0000-6610		260.18	REPAIR CELL BOOSTER	5223	Capital - Over \$5,000 (Fixed Assets)
	2693 TECHNICAL SOLUTIONS OF MADISON LA		1,172.18	2 Transactions		
807	DEPT Total:		2,667.08	DESIGNATED FOR CAPITAL ASSETS	2 Vendors	3 Transactions
25	Fund Total:		3,368.77	SPECIAL REVENUE FUND		5 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
<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>
856 DEPT			FPSP	
222 MEEKER COUNTY TREASURER				
145 82-856-000-0000-6858		5,440.89	3RD QTR FPSP 2017	Fpsp
222 MEEKER COUNTY TREASURER		5,440.89	1 Transactions	
314 SIBLEY COUNTY TREASURER				
150 82-856-000-0000-6858		8,923.59	3RD QTR FPSP 2017	Fpsp
314 SIBLEY COUNTY TREASURER		8,923.59	1 Transactions	
856 DEPT Total:		14,364.48	FPSP	2 Vendors 2 Transactions
858 DEPT			EARLY HEARING DETECTION & INTERVE	
314 SIBLEY COUNTY TREASURER				
148 82-858-000-0000-6850		375.00	EHDI 3RD QTR 2017	Collections For Other Agencies
314 SIBLEY COUNTY TREASURER		375.00	1 Transactions	
858 DEPT Total:		375.00	EARLY HEARING DETECTION & INTER	1 Vendors 1 Transactions
862 DEPT			SHIP	
222 MEEKER COUNTY TREASURER				
146 82-862-000-0000-6850		6,888.28	SEPTEMBER SHIP 2017	Collections For Other Agencies
222 MEEKER COUNTY TREASURER		6,888.28	1 Transactions	
314 SIBLEY COUNTY TREASURER				
149 82-862-000-0000-6850		6,201.66	SEPTEMBER SHIP 2017	Collections For Other Agencies
314 SIBLEY COUNTY TREASURER		6,201.66	1 Transactions	
862 DEPT Total:		13,089.94	SHIP	2 Vendors 2 Transactions
872 DEPT			CHILD & TEEN CHECKUPS (C&TC)	
222 MEEKER COUNTY TREASURER				
147 82-872-000-0000-6850		20,995.00	3RD QTR C &TC 2017	Collections For Other Agencies
222 MEEKER COUNTY TREASURER		20,995.00	1 Transactions	
314 SIBLEY COUNTY TREASURER				
151 82-872-000-0000-6850		18,639.03	3RD CTQ C&TC 2017	Collections For Other Agencies
314 SIBLEY COUNTY TREASURER		18,639.03	1 Transactions	

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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
872	DEPT Total:		39,634.03	CHILD & TEEN CHECKUPS (C&TC)	2 Vendors	2 Transactions
82	Fund Total:		67,463.45	COMMUNITY HEALTH SERVICE		7 Transactions

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86 TRUST & AGENCY 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>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
975	DEPT			DNR CLEARING ACCOUNT		
	509 MINNESOTA DNR					
101	86-975-000-0000-6850		331.00	DNR		Collections For Other Agencies
				11/28/2017 12/04/2017	0	
	509 MINNESOTA DNR		331.00	1 Transactions		
975	DEPT Total:		331.00	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT			GAME & FISH CLEARING ACCOUNT		
	509 MINNESOTA DNR					
100	86-976-000-0000-6850		105.00	G & F		Collections For Other Agencies
				11/28/2017 12/04/2017	0	
	509 MINNESOTA DNR		105.00	1 Transactions		
976	DEPT Total:		105.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		436.00	TRUST & AGENCY FUND		2 Transactions
	Final Total:		130,950.50	100 Vendors	151 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	36,646.67	GENERAL REVENUE FUND
3	283.62	ROAD & BRIDGE FUND
5	21,987.83	SOLID WASTE FUND
11	612.66	HUMAN SERVICE FUND
21	151.50	SWCD FUND
25	3,368.77	SPECIAL REVENUE FUND
82	67,463.45	COMMUNITY HEALTH SERVICE
86	436.00	TRUST & AGENCY FUND
All Funds	130,950.50	Total

Approved by,

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HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Law Enforcement Labor Services, Inc., Local 329 (hereafter "Union"), representing the Non-Licensed Sergeant Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article 21, Sections 21.1 and 21.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.

2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.

3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.

3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this

____ day of _____, ____.

LAW ENFORCEMENT LABOR
SERVICES, INC.

COUNTY OF MCLEOD

LABOR AGREEMENT

Between

THE COUNTY OF McLEOD

and

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 329, Non-Licensed Sergeants)**

December 27, 2016 – December 21, 2019

Corrections Sergeants

- *3 long-sleeved shirts
- *3 short-sleeved shirts
- *3 pair of slacks
- *1 tie
- *2 badges
- *2 name tags
- *1 winter jacket
- *1 belt
- *patches
- *handcuff case – handcuffs
- *1 glove holder
- *1 mace holder – mace

Communications Sergeants

- *1 long-sleeved shirt
- *1 short-sleeved shirt
- *1 pair of slacks
- *1 tie
- *2 badges
- *2 name tags
- *1 winter jacket
- *1 belt
- *patches

*Items are to be retained by County.

- 20.4 The Employer agrees to replace prescription eyewear of the employees that are damaged in the line of duty. At the discretion of the Sheriff or designee, uniform items as listed in Article 20.3 damaged in a unique situation will be replaced by the County
- 20.5 If an employee is terminated after receiving the full uniform allowance and before serving the full twelve (12) month period (January to December) , the pro-rated share of unearned uniforms shall be deducted from the final pay check.
- 20.6 The County shall provide the initial clothing upon employment, for all newly hired employees. On the first anniversary of employment, the employee shall receive a pro-rated clothing allowance for that calendar year.

ARTICLE 21 – INSURANCE

- 21.1 The Employer agrees to provide all full-time employees with a hospital, medical and surgical benefit plan. The Employer contribution for single coverage shall be \$722.50 per month effective January 1, 2017.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

- 21.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical, and surgical benefit plan. The Employer will contribute \$1072 per month toward the cost of such family coverage effective January 1, 2017. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Law Enforcement Labor Services, Inc., Local 297 (hereafter "Union"), representing the Licensed Sergeant Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article 21, Sections 21.1 and 21.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.
2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.
3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.
3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this

_____ day of _____, ____.

LAW ENFORCEMENT LABOR
SERVICES, INC.

COUNTY OF MCLEOD

LABOR AGREEMENT

Between

THE COUNTY OF McLEOD

and

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 297, Sergeants)**

December 27, 2016 through December 21, 2019

- 20.6 If an employee is terminated after receiving the full uniform allowance and before serving the full twelve (12) month period (January to December) , the pro-rated share of unearned uniforms shall be deducted from the final pay check.
- 20.7 The County shall provide the initial clothing upon employment, for all newly hired employees. On the first anniversary of employment, the employee shall receive a pro-rated clothing allowance for that calendar year.

ARTICLE 21 – INSURANCE

- 21.1 The Employer agrees to provide all full-time employees with a hospital, medical and surgical benefit plan. The Employer contribution for single coverage shall be \$722.50 per month in 2017.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

- 21.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical, and surgical benefit plan. The Employer will contribute \$1,072 per month toward the cost of such family coverage in 2017. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

- 21.3 The Employer agrees to provide all full-time employees with Life Insurance with double indemnity payments for line of duty or accidental death, according to the following schedule, and at no cost to the employee:

\$25,000.00 per employee.

- 21.4 Employees who retire from the Sheriff's Department shall have the option of remaining in the provided group insurance programs, provided the employee pays the applicable County group insurance rate for the specific insurance desired until age 65 or in accordance with applicable state and federal statutes.

- 21.5 The Union agrees that during the course of this contract they shall not enroll in any health benefit plan not authorized by the Employer.

- 21.6 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid, minimize or reduce any penalties, taxes or fines for the Employer.

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Minnesota Public Employers Association (hereafter "Union"), representing the Deputy Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article 22, Sections 22.1 and 22.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.

2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.

3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.

3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this _____ day of _____, _____.

MINNESOTA PUBLIC EMPLOYERS ASSN

COUNTY OF MCLEOD

LABOR AGREEMENT

Between

THE COUNTY OF McLEOD

and

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
(DEPUTY UNIT)**

December 27, 2017 – December 21 2019

- *1 Kevlar helmet
- *1 bullet resistant vest with trauma plate to be replaced by county upon expiration

Duty Gear Issued

- *1 department issued handgun, make and model to be decided by the Sheriff
- *1 garrison belt (Inner belt)
- *1 duty belt
- *1 double magazine holder
- *1 holster to fit issued handgun
- *1 radio holder with radio and charger
- *1 baton and baton holder
- *1 can of mace and mace holder
- *1 flashlight holder
- *4 belt keepers
- *2 pair of handcuffs with either one double handcuff holder or two single handcuff holders
- *1 medical glove holder
- *1 key holder

*Items are to be retained by County.

- 21.6 The Employer agrees to replace handguns and prescription eyeglasses of the employees that are damaged in the line of duty.
- 21.7 If an employee is terminated after receiving the full uniform allowance and before serving the full twelve (12) month period (January to December), the pro-rated share of unearned uniforms shall be deducted from the final pay check.
- 21.8 The County shall provide the initial clothing upon employment, for all employees. On the first anniversary of employment, the employee shall receive a pro-rated clothing allowance for that calendar year.

ARTICLE 22 – INSURANCE

- 22.1 The Employer agrees to provide all full-time employees with a hospital, medical and surgical benefit plan. The Employer contribution for single coverage shall be \$722.50 per month effective January 1, 2017.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 22.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2017, the Employer will contribute \$1,072 per month toward the cost of such family coverage. Any additional

cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 22.3 The Employer agrees to provide all full-time employees with Life Insurance with double indemnity payments for line of duty or accidental death, according to the following schedule, and at no cost to the employee:

\$25,000.00 per employee.

- 22.4 Employees who retire from the Sheriff's Department shall have the option of remaining in the provided group insurance programs, provided the employee pays the applicable County group insurance rate for the specific insurance desired until age 65 or in accordance with applicable state and federal statutes.

- 22.5 The Union agrees that during the course of this contract they shall not enroll in any health benefit plan not authorized by the Employer.

- 22.6 Affordable Care Act. In the event health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 23 - HOURS OF WORK

- 23.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation for overtime pay and other premium pay.

- 23.2 The normal work year shall be two thousand eighty (2,080) hours, and the normal work period shall be eighty (80) hours of work for full-time employees. Work days shall be established up to twelve (12) hours daily for full-time employees.

- 23.3 Full-time employees shall receive two (2) fifteen (15) minute breaks per day in addition to a one-half (½) hour lunch break.

ARTICLE 24 - THIRD PARTY CLAIMS AGAINST EMPLOYEES

- 24.1 The Employer will defend, save harmless or indemnify the employee against any tort claim or demand, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.

ARTICLE 25 - PART-TIME BENEFITS

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Minnesota Public Employers Association (hereafter "Union"), representing the Communication Officer and Correction Officer Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article 22, Sections 22.1 and 22.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.

2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.

3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.

3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this ____ day of _____, ____.

MINNESOTA PUBLIC EMPLOYERS ASSN

COUNTY OF MCLEOD

LABOR AGREEMENT

Between

THE COUNTY OF McLEOD

and

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
(COMMUNICATION OFFICER/CORRECTIONAL OFFICER UNIT)**

December 27, 2016 through December 21, 2019

*1 patch
*1 tie
*1 glove holder
*1 badge

*2 name tags
*patches

*Items are to be retained by County.

- 21.5 The Employer agrees to replace prescription eyeglasses of the employees that are damaged in the line of duty.
- 21.6 If an employee is terminated after receiving the full uniform allowance and before serving the full twelve (12) month period (January to December), the pro-rated share of unearned uniforms shall be deducted from the final pay check.
- 21.7 The County shall provide the initial clothing upon employment, for all employees. On the first anniversary of employment, the employee shall receive a pro-rated clothing allowance for that calendar year.

ARTICLE 22 – INSURANCE

- 22.1 The Employer agrees to provide all full-time employees with a hospital, medical and surgical benefit plan. The Employer contribution for single coverage shall be \$722.50 per month effective January 1, 2017.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 22.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2017, the Employer will contribute \$1,072 per month toward the cost of such family coverage. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 22.3 The Employer agrees to provide all full-time employees with Life Insurance with double indemnity payments for line of duty or accidental death, according to the following schedule, and at no cost to the employee:

\$25,000 per employee.

- 22.4 Employees who retire from the Sheriff's Department shall have the option of remaining in the provided group insurance programs, provided the employee pays the applicable

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320 (hereafter "Union"), representing the Clerical Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article XIV, Section 14.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.
2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.
3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.
3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this _____ day of _____, ____.

MN TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION

COUNTY OF MCLEOD

LABOR AGREEMENT

BETWEEN

THE COUNTY OF McLEOD

AND

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320**

Representing McLeod County Clerical Unit

Effective December 27, 2016 through December 21, 2019

ARTICLE XIII. COURT DUTY

- 13.1 Employees subpoenaed as a witness for County related business or called and selected for jury duty shall receive their regular compensation and other benefits for such duty. Payment received for jury duty shall be remitted to the County. Expense reimbursement maybe kept by the employee.

ARTICLE XIV. INSURANCE

- 14.1 Employee Health Insurance -
The Employer agrees to provide all permanent employees at 30 or more hours per week with a hospital, medical and surgical benefit plan. Effective January 1, 2017 the Employer contribution for single coverage shall be \$722.50 per month.

- 14.2 Dependent Health Insurance -
Permanent employees at 30 or more hours per week shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2017 the Employer will contribute \$1,072.00 per month for the cost of family coverage for permanent employees. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

- 14.3 Life Insurance -
McLeod County will purchase \$25,000 of life insurance for all permanent employees at 30 or more hours per week. Permanent employees at 30 or more hours per week may purchase extra personal and family coverage through the County at their expense.

- 14.4 Other-
If dental insurance is provided to other employees in this county, then the employees in this unit shall receive dental insurance at the same premium cost as provided to other employees in this county.

- 14.5 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE XV. PERSONAL LEAVE

- 15.1 The Department Head may, with the concurrence of the County Administrator, approve the absence of an employee without pay for up to 30 calendar days for justifiable reasons. Any absence of more than 30 days, and less than one year, shall be approved by the County Administrator in advance. Where appropriate, the County Administrator will grant an official leave of absence in order to preserve the employee's status as a public employee and

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320 (hereafter "Union"), representing the Highway Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article XVI, Section 16.2, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.

2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.

3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.

3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this _____ day of _____, ____.

MN TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION

COUNTY OF MCLEOD

LABOR AGREEMENT

BETWEEN

McLEOD COUNTY

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320

Representing McLeod County Highway Employees

December 27, 2016 through December 21, 2019

- 14.6 If a job is reclassified during the term of this agreement resulting in a new salary range, any salary adjustments shall be made effective the first day of the first full pay period following County Board approval.

ARTICLE XV. LIMITED EMPLOYMENT

- 15.1 For the purpose of this Agreement, employees hired in engineering on a limited appointment or seasonal basis of six months or less shall be excluded from coverage of the benefits provisions of this Agreement. Such limited appointees shall be paid at an hourly rate minimum of \$7.25 per hour.

ARTICLE XVI. INSURANCE AND HEALTH AND WELFARE

- 16.1 The Employer agrees to provide all permanent 30+ hour employees with a hospital, medical and surgical benefit plan. Effective January 1, 2017, the Employer contribution for single coverage shall be \$722.50 per month.

- 16.2 Permanent 30+ hour employees shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2017, the Employer will contribute \$1,072.00 per month for the cost of family coverage. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2018 and January 1, 2019, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums.

- 16.3 The Employer agrees to provide Employees with \$25,000 life insurance or a pro-rated amount for those individuals over age 65. Additional group life and/or dependent life insurance coverage, if available through the insurance carrier, may be enrolled through payroll deductions.

- 16.4 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE XVII. COURT DUTY

- 17.1 Employees subpoenaed as a witness for County related business or called and selected for jury duty shall receive their regular compensation and other benefits for such duty. Pay received for jury duty must be given to the county by the employee.
- 17.2 Pay for expenses shall be kept by the employee.

HEALTH INSURANCE ADDENDUM

This Addendum is entered into between the County of McLeod (hereafter "County") and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local Union No. 185 (hereafter "Union"), representing the McLeod County Social Service Department Unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement in effect from December 27, 2016 through December 21, 2019; and

WHEREAS, pursuant to Article XXII, Sections B and C, the County and the Union agreed to reopen the collective bargaining agreement to negotiate the amount of the Employer contribution for health insurance for 2018 and 2019.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Effective January 1, 2018, the Employer contribution for single coverage shall be \$766.50 per month for the Bronze plan, Silver plan, and the \$3000 deductible HSA plan participants; the Employer contribution shall be \$729.50 for the \$4000 deductible HSA plan participants; the Employer contribution shall be \$660.50 for the \$6450 deductible HSA plan participants.
- 2. Effective January 1, 2018, the Employer will contribute \$1300 per month toward the cost of family coverage for participants.
- 3. Effective January 1, 2018, the Employer will contribute \$140.50 to eligible participants who opt-out of coverage.
- 3. The remaining provisions of the Insurance Article shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, this _____ day of _____, _____.

AFSCME UNION

COUNTY OF MCLEOD

AGREEMENT

BETWEEN

**McLEOD COUNTY SOCIAL SERVICE DEPARTMENT
GLENCOE, MINNESOTA**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 185

DECEMBER 27, 2016– DECEMBER 21, 2019

ARTICLE XXII
INSURANCE

Section A.

The Employer agrees to provide employees with a minimum of \$25,000 life insurance with double indemnity payments for line of duty death and hospital, medical and surgical benefits at no cost to the employee.

Section B.

The Employer agrees to provide all permanent employees at 30 or more hours per week with a hospital, medical and surgical benefit plan. Effective January 1, 2017 the Employer contribution for single coverage shall be \$722.50 per month, effective January 1, 2017. Effective for employees who signed up for HSA plan for the first time in October 2016 for single coverage will receive a one-time contribution to the HSA of five hundred dollars (\$500.00) upon initial enrollment only.

Effective prior to January 1, 2018 and January 1, 2019, County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums. Meetings for such discussion will be in the month of September 2017 and 2018 or when insurance premiums for the upcoming year have been determined.

Section C.

Permanent employees at 30 or more hours per week shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2017 the Employer will contribute and additional \$84.50 per month toward family coverage bringing the total monthly employer contribution for family health insurance to \$1,072.00. Effective for employees who signed up for HSA plan for the first time in October 2016 for family coverage will receive a one-time contribution to the HSA of one thousand dollars (\$1,000.00) upon initial enrollment only.

Effective prior to January 1, 2018 and January 1, 2019, County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premiums. Meetings for such discussion will be in the month of September 2017 and 2018 or when insurance premiums for the upcoming year have been determined.

Section D.

The employee shall have the option of insuring his/her family for life insurance by paying the additional cost of premiums in accordance with the County's group life insurance contract.

Section E.

Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer

McLEOD COUNTY PUBLIC HEALTH NURSING SERVICES

HISPANIC OUTREACH WORKER CONTRACT

THIS AGREEMENT is made and entered into as of the 1st day of January, 2018, by McLeod County Public Health Nursing Service and Carmen Patino, Hispanic Outreach Worker.

WITNESSETH:

WHEREAS, The County desires to contract with a competent and qualified individual to provide outreach services on an intermittent part-time basis to assist the County in providing comprehensive public health care; and

WHEREAS, the Outreach Worker is competent and qualified to reach out and to the Hispanic population and desires to provide his/her professional services upon request according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

I. TERM

The term of this Agreement is from January 1, 2018 to December 31, 2018, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

II. WARRANTY

The Hispanic Outreach Worker warrants and represents that he/she is fluent in Spanish and knowledgeable in Hispanic cultural practices. He/she must also be in good standing from the Criminal Background Check.

III. SERVICES - CONSULTATION AND EDUCATION

Hispanic Outreach Worker shall, upon request by the County, make every reasonable effort to be available to the County at requested times and places in order to provide the following services:

- a) Assistance at WIC Clinics with WIC activities.
- b) Assistance at C&TC and ECS clinics with various clinic activities
- c) Provide family mentoring activities to Hispanic families
- d) Provide interpretation and translation to these families and staff

IV. SERVICES - EVALUATION AND HISPANIC OUTREACH. ACTIVITIES

In addition to those services provided for under Paragraph III, the Hispanic Outreach Worker shall, upon request by the County, make every reasonable effort to provide the following services in a prompt and timely manner to designated McLeod County clients at designated locations:

- a) Hispanic Outreach Worker shall recommend clients for admission to the County and after review and acceptance of the clients by the County; the client may be admitted by the County for health services.
- b) The required job description is attached and incorporated by reference into this contract (see addendum one). In the event such job description is amended at any time during the term of the contract, the Hispanic Outreach Worker agrees, upon receipt of a written copy of the new job description, to fulfill the duties set forth.
- c) The Hispanic Outreach services will be rendered to clients of McLeod County Public Health Nursing Services.
- d) The Hispanic Outreach Worker shall take all necessary steps to contact the designated client in order to evaluate and determine the type of concerns or problems the client possesses and based thereon, the Hispanic Outreach Worker shall assist the family in accessing needed services.

- e) **Hispanic Outreach Worker will work with families and other staff of McLeod County, as appropriate, and help the family develop goals for themselves and for their children.**
- f) **Hispanic Outreach Worker shall participate as an assistant in screening clinics, immunization clinics, WIC, and other activities as designated by the County.**

V. CONDITIONS OF SERVICE

Hispanic Outreach worker understands and agrees that for purposes of this Agreement he/she shall provide those services specified in paragraph IV (a) through (f) to clients that are served by the County. The Hispanic Outreach Worker further understands and agrees that each visit to a designated client for purposes of providing services hereunder, and each period of counseling, instruction, or advice under paragraph IV should be coordinated with the County whenever possible.

VI. NO MINIMUM REQUIREMENT

It is understood and agreed by the parties that the County assumes no obligation to purchase all of its requirements for Hispanic Outreach Services as defined by the terms of this Agreement from this contracting party. Further, the County makes no guarantee of minimum hours.

VII. TRANSPORTATION/SUPPLIES

The Hispanic Outreach Worker shall provide his/her own transportation in providing all services hereunder, unless otherwise expressly agreed by the parties. County shall provide an appropriate bag/case and appropriate supplies for the services rendered.

VIII. CONTINUING EDUCATION

- a) **The Hispanic Outreach Worker may receive reimbursement for continuing education registration fees with approval of McLeod County in an amount**

not to exceed Fifty and 00/100 Dollars (\$50) per year. The County will not compensate the Hispanic Outreach Worker for travel time, service time, or mileage related to the educational class.

- b) The County may provide continuing education and request the Hispanic Outreach worker to attend. The County may request the Hispanic Outreach worker to attend other continuing education programs that are offered through other organizations, which are specific to the County programs. The County will compensate the Hispanic Outreach Worker for service time, travel time and mileage.

IX. RECORDS AND REPORTS

The Hispanic Outreach worker shall secure, record and submit as specified, the following information:

- a) Progress notes and observation on designated clients shall be documented within one week of providing service.
- b) A Daily Log which includes:
 - 1) Miles traveled within McLeod County to provide the designated services,
 - 2) Service/activity description,
 - 3) Time per service/activity; and
 - 4) Coding for the above items.

The Daily Log is completed each day and the Daily Log for the entire week must be sent to the County at the end of each week. Activities reported in the Daily Log shall include client visits, group activities, clinics or other designated services.

X. HIPAA Protocol

The Contractor provides assurances to the Public Health Nursing Service that she will comply with Health Information 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 individuals access and ability to amend their IIHI;

- ◆ ~~Make available an accounting of disclosures; release applicable records to the Department of Health if requested; and~~
- ◆ ~~Upon termination, return or destroy all IHI in accordance with conventional record destruction practices.~~

XI. BILLING AND PAYMENT

- a) The County shall pay for time assigned and worked as submitted on the nurse's daily report form monthly at the rate of \$31.77 per hour.
- b) The County shall pay mileage at the current county rate. The Hispanic Outreach Worker shall be compensated for travel within McLeod County from his/her home or nearest county line to the first client, between clients and from the last client to his/her home or nearest county line. The same compensation applies to all other designated services or activities performed by the Hispanic Outreach Worker.
- c) Hispanic Outreach Worker shall not bill any designated client, any family member of any designated client, or any insurance company for any services provided by him/her hereunder.
- d) For continuing education reimbursement under Paragraph VIII (a), herein, the Hispanic Outreach Worker shall submit a copy of the completed registration form and a copy of his/her check for the registration fee.
- g) The County shall pay the Hispanic Outreach Worker for all services provided hereunder at the rate specified above, within thirty (30) days of the date his/her billing statement is received by the County.

XII. INDEPENDENT CONTRACTOR

It is agreed by the parties, that at all times and for all purposes within the scope of this Agreement, the relationship of the Hispanic Outreach Worker to the County is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Hispanic Outreach Worker an employee of the County. Contractor acknowledges and agrees that the contractor is not entitled to receive any of the benefits received by County employees and is not eligible for worker's or unemployment

compensation benefits under the County. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal Income Tax, FICA, FUTA, or otherwise will be made from the payments due contractor and that it is contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax Laws.

XIII. INSURANCE

The Hispanic Outreach Worker shall maintain insurance against liability for personal injuries, death and property damage arising out of ownership, maintenance and use of any automobile. Such insurance will be for not less than \$100,000/\$300,000.

XIV. DISCRIMINATION

The Hispanic Outreach worker agrees not to discriminate against any designated client in the provision of service hereunder on the basis of race, religion, creed, sex or national origin.

XV. SERVICES NOT PROVIDED FOR

No claim for services provided by the Hispanic Outreach Worker not specifically provided for in this Agreement will be honored by the County.

XVI. SUB-CONTRACTS

Hispanic Outreach Worker shall not enter sub-contracts for any of the services to be performed hereunder by him/her.

XVII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Hispanic Outreach Worker and the County relating to the subject matter hereof.

XVIII. REQUIREMENT OF A WRITING

Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.

XIX. This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. For purposes of early termination, notice may be sent to the County as follows:

Director of Public Health Nursing Services
1805 Ford Avenue N. Suite 200
Glencoe, MN 55336

IN WITNESS THEREOF, the County and the Hispanic Outreach worker have executed this Agreement as of the day and year first above written.

McLeod County

BY:

_____ Date

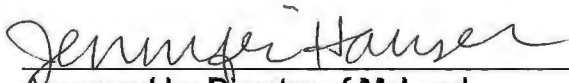
McLeod County Board Chairperson


_____ Date

Hispanic Outreach Worker

01-11-17

Date


_____ Date

Approved by Director of McLeod
County Public Health Nursing Service

12-11-17

Date

_____ Date

McLeod County Administrator

Date

Approved as to form and execution:

_____ Date

McLeod County Attorney

Date

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over Counter Through Vending Machine Both

Print or Type

Licensee's Legal Name CTK ENTERPRISE LLC	Federal Employer ID Number (FEIN)
Business Trade Name (doing business as) CACTUS JACKS II	Daytime Phone 320-760-6666
Complete Address of Business Location (permit location) 260 SOUTH STREET	County MILLER
City STEWART	State MN ZIP Code 55385
Mailing Address (if different than business address) P.O. BOX 244	City MN State MN ZIP Code 55385
	Other Phone Number
	Fax Number
	Email Address

Business Information

Type of legal organization (check one):

Sole proprietor Minnesota corporation: Enter date of incorporation _____

Partnership Out-of-state corporation: State of incorporation _____

Other (describe) _____ Are you registered to do business in Minnesota? Yes No

Corporate officers or partners (attach a list if necessary)

Name KOPE M ROSEK	Title PRESIDENT
Address 1764 WINDWOOD AVE	City STEWART State MN ZIP Code 55385
Name	Title
Address	City State ZIP Code

Statement of Understanding

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Sign Here

Licensee Signature 	Title PRESIDENT	Print Name KOPE M ROSEK	Date 11/10/17	Daytime Phone 320-760-6666
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us



SECURITY TRANSPORT SERVICES AGREEMENT

THIS AGREEMENT made this 6th day of December, 2017, as between Peart & Associates, Inc. a corporation (hereinafter referred to as "P&A") and McLeod Social Service Center (hereinafter referred to as "the Client").

1. P&A shall furnish the Client security transport services as required by the Client from Client facility at **1805 Ford Ave. N., Suite 100, Glencoe, MN 55336** to specified institution or vice versa and any other locations as may be agreed upon by the Client and P&A.

2. This Agreement shall become effective on **January 1st, 2018** and shall remain in force until cancelled as herein provided. This Agreement, and all its terms herein, may not be amended nor modified in whole or in part, except in writing specifically referring to the portion or portions of the Agreement to be amended or modified and executed by the parties hereto.

3. The rate of security transport services is as outlined on the Contract Rate Sheet which is attached hereto and upon its execution by the parties shall become an integral part thereof.

(A) Delay in service may occur in the event of abnormally bad weather conditions and/or natural disasters create road conditions that prevent safe traveling for our personnel to or from Client's facility and/or institution. In this event, the service shall be performed as soon as safely possible.

(B) Overtime rate applies to all transports for all transport personnel performing the duties which results in exceeding their normal 40 hour work week as a P&A employee. All requested transports will be performed, providing a security transport officer is available to fulfil such request.

(C) Holiday rate applies for the below scheduled holidays.

New Years Day	Easter Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Eve	Christmas Day

(D) Any transport occurring on any of the above listed holidays will be billed at the holiday rate.

(E) The rates specified in this Agreement shall remain in effect through **December 31st, 2018**, the anniversary date. P&A will issue to the Client a statement of rate increases prior to the anniversary date. The acceptance of which, shall constitute a revision of rates to this Agreement effective on the anniversary date. Notwithstanding the foregoing, Client agrees to reimburse P&A for any increase in costs caused by government mandated increases in wages, training, benefits, or payroll based taxes. Any increase in cost will be accounted for in and become a part of each periodic billing.

(F) P&A will bill the Client monthly. Payment shall be made by the Client to P&A without discount, no later than ten (10) days after the date of the billing. Past due accounts shall be given a service charge of the lesser of two percent (2%) per month or the legal maximum rate allowed.

4. The days of service will be defined by the Client. Upon notification and acceptance by P&A of the schedule of service, these hours/days may then be deemed "normal". Normal hours/days can be changes upon seven (7) days written notice. P&A shall remove any security transport officer not acceptable to the Client upon written notice showing reasonable cause therefore.

5. All transport officers furnished by P&A will be the employees of P&A, an independent contractor, and not the employees of the Client, and will be subject to the direct supervision and control of P&A. P&A will have sole responsibility to pay the wages, taxes (including but not limited to Social Security and Federal/State Unemployment taxes.) And all other expenses relating to each employee of P&A. P&A shall be responsible for the hiring, training, and supervision of such employees. All orders relating to security transport duties given by the Client will be strictly enforced; however, notwithstanding the foregoing, if the Client alters any instruction or directions given to the security transport officer by P&A, or if the Client assumes any supervision of said transport officer, the Client shall be solely liable and responsible for any and all such consequences.

ADDITIONAL PROVISIONS OF SECURITY TRANSPORT SERVICE AGREEMENT

6. Contrary to any other provisions provided herein, the following will apply when coverage is provided during labor disputes and/or strikes of the Client:

(a) The Client shall indemnify and hold harmless P&A, its affiliates, agents and employees from and against any loss, damage, injury, liability, claim or lien (including the payment of all damages, expenses, costs and attorney's fees) for all damages to property or injury to persons caused by employees of the Client or other third parties.

77. (a) P&A shall indemnify and hold harmless the Client, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitee") from and against any loss, damage, injury, liability, claim or lien for injury to a person or property or death of a person, resulting from the sole negligence, or willful misconduct of P&A in the performance of P&A's work herein. P&A shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or lien for injury to a person or property or death of any person resulting from the negligence or willful misconduct of Indemnitee or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on Indemnitee. The Client shall notify P&A promptly of any known written claims or demands in connection therewith.

(b) The Client agrees to indemnify and hold harmless P&A, its agents and employees from and against any loss of monies, securities or products, except for such loss occasioned by the sole negligence or willful misconduct of P&A or its agents or employees. The right of indemnity shall include the provision of a defense in any action or claim hereunder.

(c) The Client shall indemnify and hold harmless P&A, its agents and employees (hereinafter referred collectively in the singular as "Indemnitee") from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, costs and attorney's fees) for injury to the Client, or its agents or employees for a dangerous or defective condition on the premises, or for any strict liability without fault which is imposed on or sought to be imposed on the Client, its agents or employees. The Client shall not indemnify and hold harmless Indemnitee from and against any loss, damage, injury, liability, claim or lien for known written claims or demands against it in conjunction therewith.

(d) The Client agrees to indemnify and hold harmless P&A and its employees from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property arising out of the detention of any person by P&A employees upon direction of the Client, except for such loss, death or injuries occasioned by the willful misconduct or sole negligence of said employee in detaining a suspect. The right to indemnity herein shall include the provision of a defense in any action pertaining to a claim of false arrest or battery and payment of all costs, judgments or settlements in connection therewith.

(e) In the event P&A is brought into a lawsuit directly or indirectly by the Client through a cross-complaint seeking indemnity based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Client agrees to indemnify and hold harmless P&A from and against any loss, damage, expenses, costs and attorney's fees incurred in defending the said cross-complaint in the event the Client fails to obtain apportionment respecting P&A.

(f) The Client agrees to indemnify and hold harmless P&A and its employees from any claims of discrimination based on race, color, national origin, sexual gender, sexual orientation, religion, or handicap arising from acts performed by P&A employees pursuant to the directions of Client, except for such claims of discrimination occasioned by the willful misconduct or sole negligence of said P&A employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgments or settlements in connection therewith.

8. To the extent that automobiles or mobile equipment are furnished by the Client for the use of P&A, its agents or employees, it is agreed that such automobiles or mobile equipment shall be insured by the Client with such provisions that provide coverage to P&A as a permissive user. The Client recognizes that the agents or employees of P&A, or the automobiles and/or mobile equipment furnished by the Client for the use of P&A may be injured or damaged accidentally. The Client therefore agrees to indemnify and save P&A, its agents and employees, harmless from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property, including the automobiles or mobile equipment resulting from P&A or its agents or employees use of such automobiles and/or mobile equipment, except for such loss or injuries occasioned by the willful misconduct of said employee or agent. The right of indemnity shall include the provision of a defense in any action pertaining to a claim hereunder.

9. Either party may cancel this Agreement at any time upon thirty (30) days written notice.

10. (a) In the event of default as defined in Article 13 below, P&A may terminate the Agreement upon twenty-four (24) hours notice ("notice period") to Client unless the default is cured within the notice period.

(b) P&A upon the termination of this Agreement, shall have the right within a reasonable time after such termination, to remove from the sites any and all of its equipment and other property.

11. It is agreed that P&A is not an employment agency and the security officers it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security officers, it is agreed that the Client will not hire any security officer from P&A while the security officer is employed with P&A, or for ninety (90) days after termination of the security officer from P&A. Client agrees to pay a placement fee of \$400.00 for every P&A employee that it has previously used.

12. Reference to written notice in this Agreement shall be construed to mean written notice delivered to either party by first class certified mail, (return receipt requested) to the party at the address above or such other address as the party may designate by itself by written notice to the other.

13. (a) The occurrence of any of the following shall be deemed a default under this Agreement and P&A shall have the right to terminate this Agreement by reason of:

- i. Failure of Client to comply with terms of this Agreement.
- iii. Failure of Client to make any payment by the date when payment is due in accordance with the terms of this Agreement.

(b) In the event that the Client shall default and P&A shall deem it necessary to refer its claim for collection from the Client to its attorneys, the Client agrees to pay any and all suit and other costs incident to collection and any and all reasonable attorneys fees incurred by P&A in connection therewith. Client acknowledges that all payments due under this Agreement are payable in Wilmot, Minnesota, and therefore, the venue for any action filed by P&A for collection of said payments shall be in Kandiyohi County, Minnesota.

14. This Agreement may not be modified orally, but only in writing signed by the parties hereto.

15. P&A incorporates by reference and makes a part of this Contract the REC clause set forth in Federal and State Statutes.

16. Any failure by P&A at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of P&A at any time to avail itself of same.

17. This Agreement is entire as to all of the performances to be rendered under it. This Agreement supersedes any and all other agreements, either oral or in writing between P&A and Client.

18. This Agreement shall be binding upon successors, assigns or transferees of Client.

THE PARTIES AGREE TO CONFORM TO ALL OF THE ADDITIONAL PROVISIONS OF THE SECURITY TRANSPORT SERVICES AGREEMENT ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS ARE HEREBY PART OF THE SECURITY TRANSPORT SERVICES AGREEMENT.

PEART & ASSOCIATES, INC. d.b.a. P&A SECURITY

BY: Howard J. Peart 

TITLE: Director of Security

DATE: 12-06-17

CLIENT: McLeod Social Service Center

BY: _____

TITLE: McLeod County Human Service Director

DATE: _____

BY: _____

TITLE: McLeod County Commissioner

DATE: _____

BY: _____

TITLE: McLeod County Attorney

DATE: _____

BY: _____

TITLE: McLeod County Administrator

DATE: _____

**P&A SECURITY TRANSPORT SERVICES
CONTRACT RATE SHEET**

Client: McLeod Social Service Center

Contact Person: Mr. Gary Sprynczynatyk, Human Service Director

Address: 1805 Ford Ave. N., Glencoe, MN 55336

Phone: 320-864-3144

Fax: 320-864-1341

Pager: N/A

BILLING INFORMATION

Same as Above

COVERAGE INFORMATION

Number of Security Officers per Transport:

P&A will utilize one (1) Transport Officer for all compliant/non-combatative male patients within and outside city limits.

P&A will utilize two (2) Transport Officers for all female, juvenile and non-compliant/combatative male patients within and outside city limits.

Armed/Unarmed:

Armed, if authorized by Permit to Carry.

All Transport Officers will be equipped with restraints, which will be implemented only when needed.

All Transport Officers will be equipped restraints, which will be implemented only when needed,

Plain Clothes/Uniformed:

Plain Clothes/Uniformed: Transport Officers will arrive wearing "soft look" apparel (ex. Dockers & Polo

shirt or polo) with P&A dog officers will arrive wearing "soft look" apparel Dockers & Polo

Sometimes P&A Transport Officers will arrive in full duty uniform if their previous assignment

required this formality or otherwise requested by sending facility if their previous assignment required this formality or otherwise requested by sending facility.

Dates/Times of Coverage:

On-Call (24 Hours per Day/7 Days per Week)

Transports and response time are contingent upon Transport Officer(s) availability.

Transports and response time are contingent upon Transport Officer(s) availability.

Bill Rate per Hour:

Weekdays & Weekends = \$42.50 (1 Officer) Holiday/Overtime = \$63.75 (1 Officer)

Weekdays & Weekends = \$81.00 (2 Officers) Holiday/Overtime = \$121.50 (2 Officers)

Mileage is \$.60 a mile (mileage starts and ends at P&A corporate office). (2 Officers)

Mileage is \$.60 a mile (mileage starts and ends at P&A corporate office).

Additional Information:

Transport minimum is 1 hour at specified rates. Minimum mileage is 10 miles at \$.60 per mile,

Transport rates are per man hour.

The effective dates for the above rates are January 1st, 2018 through December 31st, 2018

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>December 19, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	_____
Amount of time needed:	_____	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:

Donald Artmann requests approval of a 1-Lot Re-Plat of Lot 1, Block 1, Watry's Subdivision and small tract located within the SW ¼ of the SE ¼ in Section 34 of Winsted Township and to be named "ARTMANN ACRES." The existing utility and drainage easement will be vacated with a new easement being created due to a proposed addition onto an existing storage shed which would cross the easement and property line. Both existing parcels are owned by the applicant. The total area is 5.21 acres. The buildable lot is 5.08 acres. Upon approval of the County Board of Commissioners, Mr. Artmann will need an affidavit letter from his mortgage company waving the right to plat which will be recorded with the plat.

JUSTIFICATION FOR MOTION:

Winsted Township Board recommended approval on November 14, 2017. The Planning Advisory Committee recommended approval on November 22, 2017 upon County Attorney review and approval of Opinion of Title.

STAFF REPORT

TO: McLeod County Planning Commission

Date: November 6, 2017

Prepared By: Larry Gasow

Preliminary/FINAL Plat #17-01 Meeting Date: November 22, 2017

GENERAL INFORMATION

Applicant: Donald Artmann
3252 190th St
Lester Prairie, MN 55354
612/501-6563
PID's 14.034.0750 & 14.055.0010

Requested Action: The Re-Plat of Lot 1, Blk 1 Watry's Subd. & tract in the SW 1/4 of SE 1/4 of Section 34, Winsted Township to be named Artmann Acres.

Purpose: To re-plat and reconfigure the small tract and platted lot. The existing utility and drainage easement will need to be vacated with a new easement being created due to a proposed addition onto an existing storage shed which would cross the easement and property line. Both existing parcels are owned by the applicant.

Location: Lot 1, Blk 1, of Watry's Subdivision and small tract within the SW 1/4 of SE 1/4 within Section 34, Winsted Township.

Size: Total area is 5.21 acres, the buildable lot is 5.08 acres.

Applicable Regulations: McLeod County Zoning & Subdivision Ordinances

ANALYSIS

The Winsted Town Board has not yet made a recommendation at this time. The County Attorney and Recorder are reviewing the Final Plat and the Opinion of Title. There have been corrections made to the small tract and have been processed. Mr. Artmann owns

both parcels and will sign an affidavit that the exiting utility/drainage easements have not been used. Mr. Artmann is proposing an addition to his existing storage shed and would need to build across the current property line due to the use and area restrictions on his platted lot. All local utilities have been notified of the re-plat for their comments and affirmation regarding the unused and vacated utility easement. McLeod County Environmental Services, Highway Department and the City of Lester Prairie have been notified of the re-plat.

RECOMMENDATIONS

Staff has no objections to this re-platting request. Upon approval by the county board, the applicant will also need an affidavit waving the right to plat from the applicant's mortgage company which letter will be recorded with the plat.

"ARTMANN ACRES" (Preliminary / Final Plat)



ARTMANN ACRES PRELIMINARY PLAT

DESCRIPTION

Lot 1, Block 1, WATRY'S SUBDIVISION, according to the proper plat thereof on file and of record in the office of the County Recorder in and for Meeker County, Minnesota.

SUGGESTED INDEX DESCRIPTION FOR ADDITIONAL PARCEL

That part of the Southwest Quarter of Section 34, Township 177 North Range 27 West described as follows: Commencing at the southeast corner of said Southwest Quarter, thence easterly, along the north line of said Southwest Quarter a distance of 666.27 feet to the southwest corner of WATRY'S SUBDIVISION, according to the proposed plat thereof and the point of beginning of the field to be described; thence northerly along the west line of said WATRY'S SUBDIVISION, 400.00 feet to the northeast corner of Lot 1, Block 1 of said WATRY'S SUBDIVISION; thence easterly, along said north line of said Lot 1 a distance of 217.00 feet to the northeast corner of said Lot 1; thence northerly, parallel with the east line of said Southwest Quarter, a distance of 200.00 feet; thence easterly, parallel with the south line of said Southwest Quarter, a distance of 690.00 feet; thence southerly, along said east line a distance of 172.60 feet to said south line; thence easterly, along said south line a distance of 172.60 feet to the point of beginning.

TOTAL AREA = 5.21 Acres

Lot Area = 5.08 Acres
(excluding 100' Street)

OWNER/DEVELOPER: Donald & Karl Artmann
3252 190th Street
Lester, Prairie MN 55354

SURVEYOR: Jeff Roesch
Rohden Land Surveying Inc
18468 202nd Circle, PO Box 38
Hutchinson MN 55350

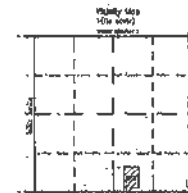
T.117 N., R.27 W.

MINNESOTA COUNTY SUBDIVISION STANDARDS

MINIMUM LOT REQUIREMENTS	MINIMUM BUILDING SETBACKS
Minimum Lot Area = 1.25 Acres	Front - 100 feet from centerline of 190th Street
Minimum Lot Width = 160 feet	Sides - 20 feet
Minimum Lot Depth = 250 feet	Rear - 40 feet

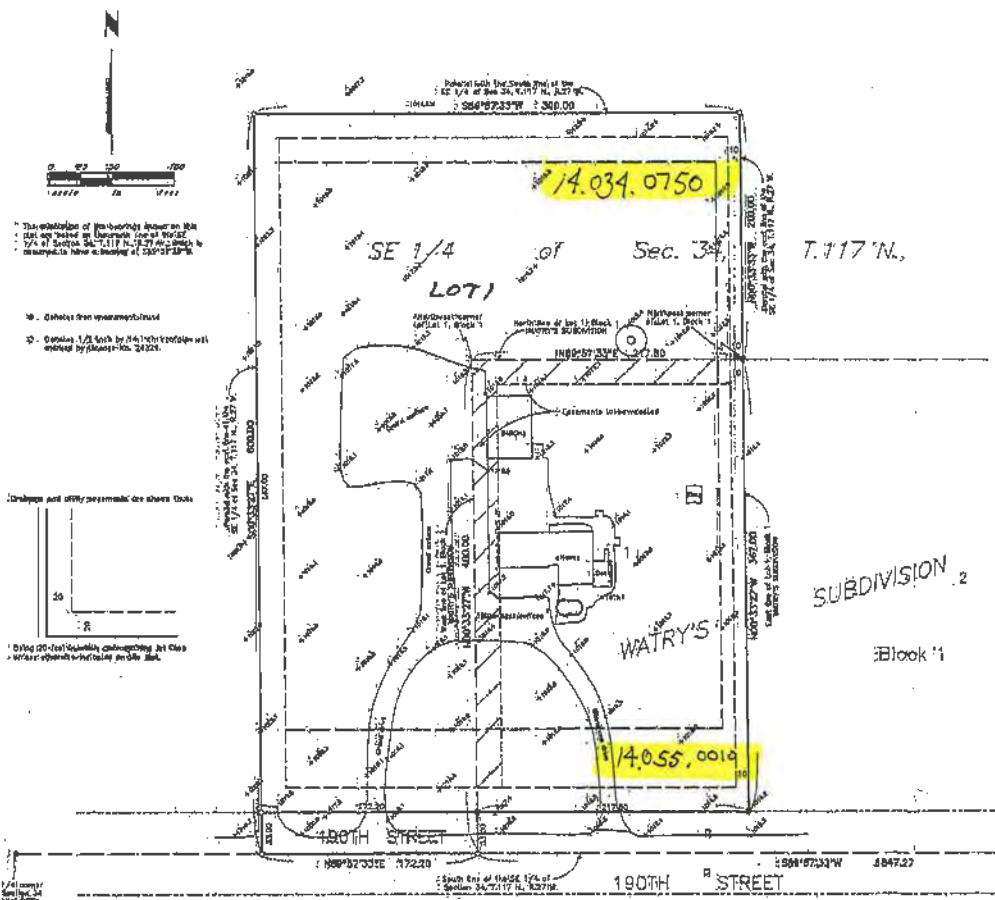
DRAINAGE AND UTILITY EASEMENT/VACATION

Vacate the 2000 foot wide drainage and utility easement (along existing and adjoining the west line of Lot 1, Block 1, WATRY'S SUBDIVISION, according to the recorded plat thereof) Meeker County, Minnesota; that they, ARTMAN, of the South 2000 feet of said Lot 1 and west quarter of the North 2000 feet of said Lot 1.
AND
Vacate the 2000 foot wide drainage and utility easement (along south of and including the north line of said Lot 1, that is east of the legal 1900 feet of said Lot 1.



I hereby certify that this survey, plat or subdivision was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.
Jeff Roesch
Surveyor
Date: Feb 6, 2017 Lic. No. 21329

ROSDEN LAND SURVEYING INC
1700 Box 38
Hutchinson, Minnesota 55350
Phone (507) 567-4120
Fax (507) 567-0352
1000 SD 17578 04 P-422 Pg 1



The existence of the bearings shown on this plat are based on the ground line of force 174° 41' 30.00\"/>

1. Control from measurement
2. Control 1/2 inch by 1/4 inch resolution will be used by the surveyor.

Changes and utility easements are shown there.

1. 1000-foot wide drainage easement along the west line of Lot 1, Block 1, Watry's Subdivision.

1000-foot wide drainage easement along the west line of Lot 1, Block 1, Watry's Subdivision.

1000-foot wide drainage easement along the west line of Lot 1, Block 1, Watry's Subdivision.

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>12/19/2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	_____
Amount of time needed:	_____	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:

Daniel Zetah being represented by Charles Hausladen, requests approval of Conditional Use Permit 17-22 to operate a retreat learning center and Bed and Breakfast with food preparation and retail foods to teach a sustainable lifestyle of living off off the land. This operation will remain small. This property is located in Section 12 of Acoma Township.

JUSTIFICATION FOR MOTION:

The Board of Acoma Township recommended approval on November 19, 2017. The Planning Advisory Committee unanimously recommended approval on November 22, 2017, with the following conditions:

- 1) Applicant(s) must live on-site.
- 2) All MPCA, State and local permits required.
- 3) Must meet all MN Department of Health and State Building Code requirements.
- 4) No harvesting or structures on land included in the Soil & Water Conservation District Program.

STAFF REPORT

TO: McLeod County Planning Commission
Prepared By: Larry Gasow
Date: November 6, 2017
C.U.P. #17-22 Meeting Date: November 22, 2017

GENERAL INFORMATION

Applicant: Daniel Zetah
19778 235th St
Hutchinson, MN 55350
320/587-6038

PID #01.012.0300

Requested Action: **Request a conditional use permit to operate a combination Bed & Breakfast along with a Retreat Learning Center. There will also be a retail sales of food and other items. The site is located within the Agricultural District and Conservation Shoreland area.**

Puipose: To use an existing farmstead homesite the purpose of converting some existing buildings and adding additional into a Retreat Learning Center for overnight lodging and facilities.

Existing Zoning: Agricultural.

Location: 96.02 acre tract within SE ¼ of NW ¼ of Gov't Lot 2 and parts of Lots 3 & 4 of Section 12 of Acoma Township.

Size: 96.02 Acres.

Existing Land Use: Existing farm with a building site of a dwelling and accessory buildings.

Surrounding Land Use & Zoning: "A" Agricultural and Shoreland Conservation over-lay area.

Applicable Regulations: Section 7, Subdivision 3, Subpart 5.

SPECIAL INFORMATION

Transportation: Tagus Ave (CR #12) & 235th St (CR #60)
Physical Characteristics: Existing building site.

ANALYSIS

The Acoma Town Board has not made a recommendation as of this time. McLeod County Hwy Dept, DNR, SWCD have been notified. The traffic generated would be on both paved or gravel county roads. The proposed use will have sleeping quarters, cooking area for food, visiting open space area for up to 55 people, for up to 10 people. There would also be bi-monthly workshops regarding various foods and offer a farm to table supper experience type use for up to 155-35 people. There would also be workshops regarding planting, harvesting, canning and preserving methods for various types of food for 10-35 people.

An SSTS compliance inspection was done in 2007 and will need to have a new design and system installed to treat the additional types of waste and number of people being served. All other permits and standards of the Min. Dept. of Health shall be met due to the commercial on-site food handling and preparation being done. Included in your packet is the various types of buildings and facilities to be used at the site. If approved, the MN Dept. of Health will do ongoing inspections to insure that the facility conforms to state rules. The project will also have to be contained to the building site area as there are existing Fish & Wildlife easements on the property which will prohibit the proposed use.

RECOMMENDATIONS

Staff has no objections but recommends A licensed solid waste hauler shall be contracted for waste collection. There be a one year review and that all other local, county and state regulations and licensures shall be adhered to with copies provided to the zoning office for verification.

Map



**Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data.
The data is meant for reference purposes only and should not be used for official decisions.
If you have questions regarding the data presented in this map, please contact the McLeod County GIS Department.**

*This information is to be used for reference purposes only.
This information is to be used for reference purposes only.*



References:

Dennis and Elaine Zetah - Daniel's Parents

Hutchinson (320) 587 6038

Ted Matthews - psychologist helping with the family farm transition

Hutchinson (320) 266 2390

www.matthewsmentalhealth.com

Jennifer Rath- hay and custom grazing customer

Hutchinson (320) 583 8289

Kim Luedke- one of the owners of the Luedke land across the street from our farm

Duluth (218) 279 5026

Scott Popp- son of our late neighbor Donny Popp

Wyoming (307) 259 9757

Charles Hausladen- friend and neighbor

Hutchinson (320) 894-6532

Our Website www.NewStoryFarm.com



The Farmyard

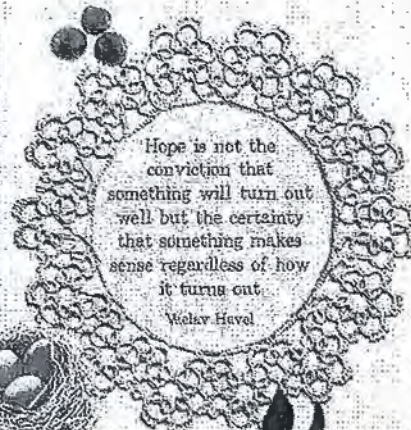
Vision

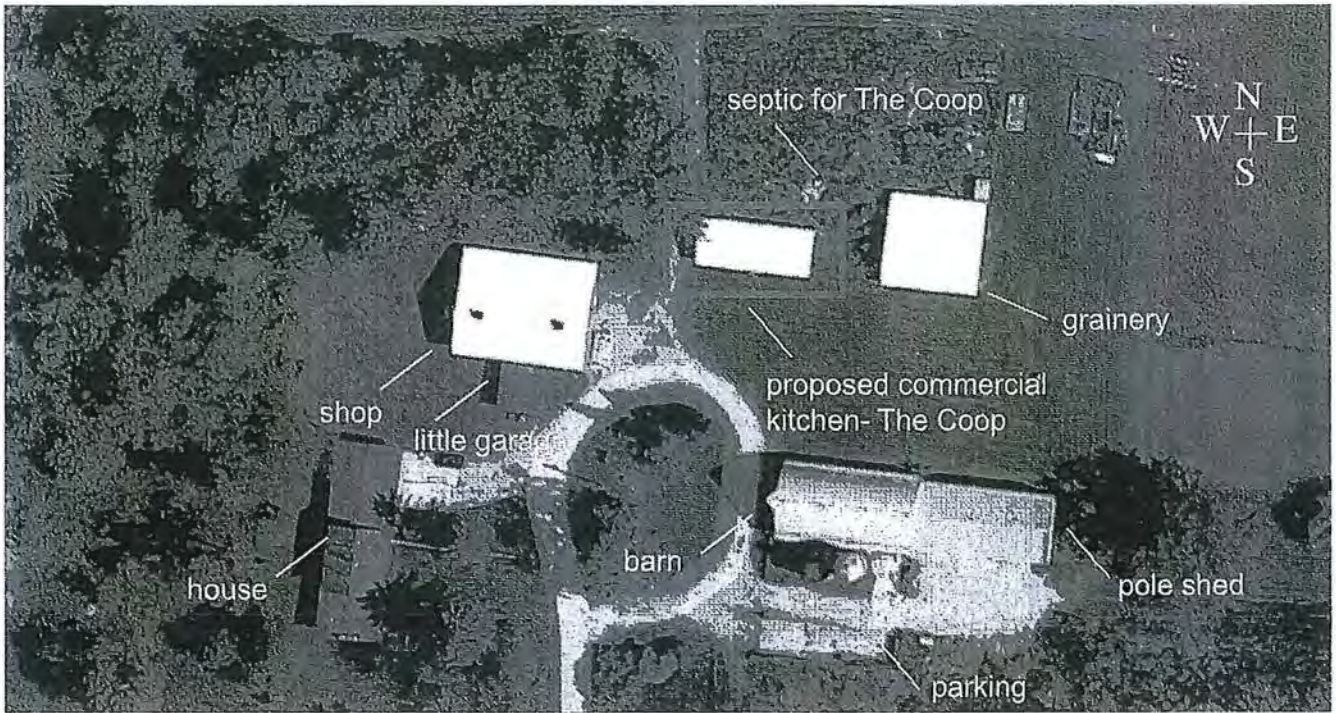
The Land

Workshops

THE
Learning
PLACE

Connect with Us





The Coop: 18x50 ft - 900 sq ft

The Coop Extension: 16x35 - 560 sq ft

House: 2200 sq ft

Shop: 30x56 ft - 1680sq ft

Shop Extension: 12x56 ft - 672 sq ft

Little Garage: 18x18 ft - 324 sq ft

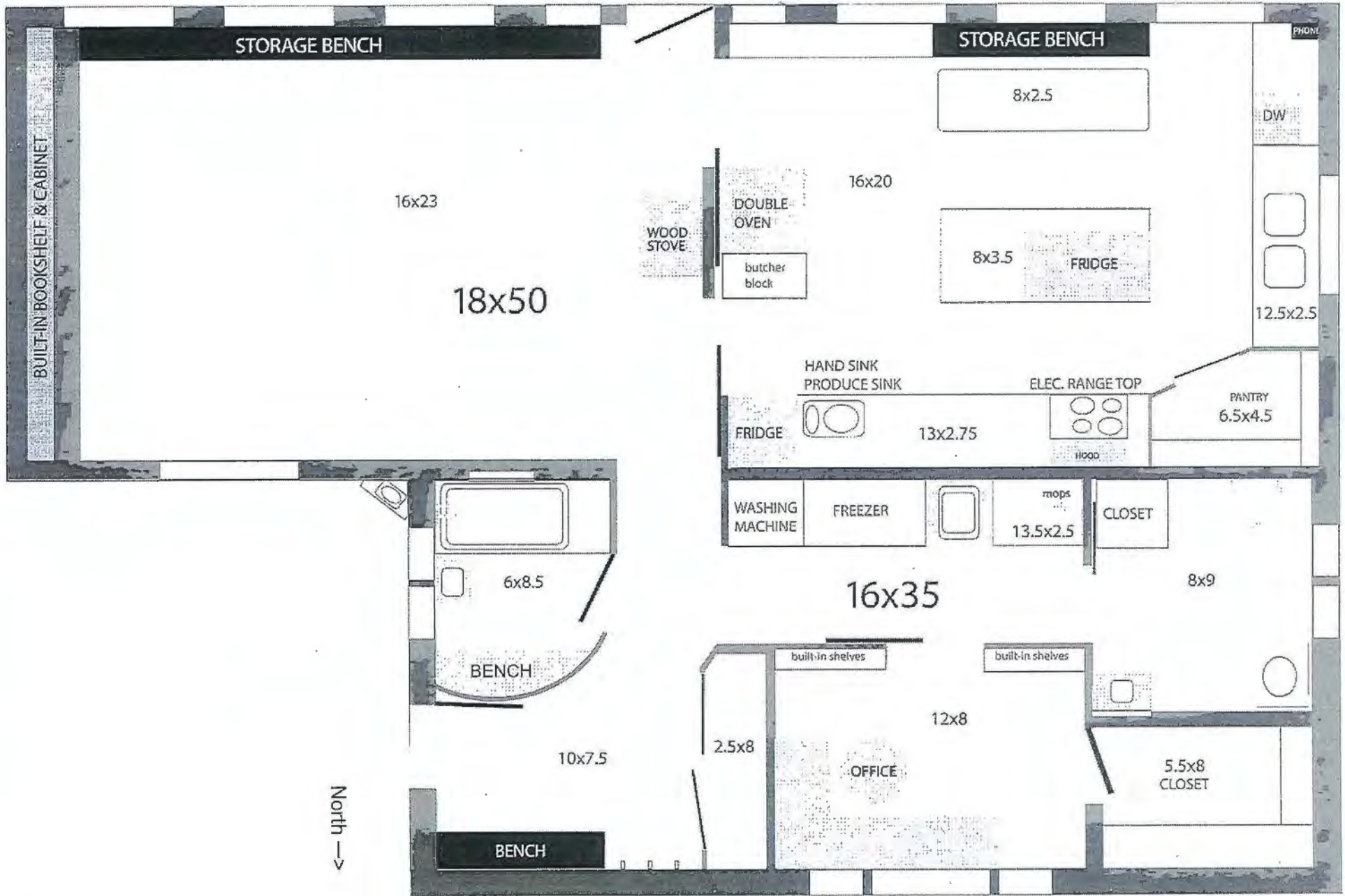
Barn + Pole Shed: 32x60 ft - 1920 sq ft 30x56- 1680 sq ft

Grainery: 20x42 ft - 840 sq ft

Sanitary Sewer : 1000/500 septic

Water: well water - estimated 25 gallons-
100 gallons water usage per day

Soil: Sandy Loam Soil Type



North →

Dear Board Members,

We would greatly appreciate your time and consideration for the following **Conditional Use Permit** proposal. Please forgive our absence, we have been living and working in Australia for the past 2 years and will return April 5, 2018. Chuck Hausladen, our friend and neighbor, has agreed to be our representative.

Some of you know us from when we lived in Hutchinson nearly 2 years ago. We enjoyed coming to the meetings and participating in our local government. Some of you know our story- coming back to take over the family farm, but the time was not right for all of the family members. Things have changed, we now own the family farm and have learned a lot during this transition. One such lesson was that to make a living from a small farm these days, we must be creative. We visited many successful farms over the past few years and have discovered a myriad of ideas- diversity is the key to long-term success.

We are asking you to please approve our plans to build a commercial kitchen so we may ensure our long-term farming success as well as, be a useful tool for other local small farmers.

We would like to build a Small Establishment Commercial Kitchen for :

- selling retail value-added products from our farm at markets and to local food establishments such as restaurants and food shops
- legally making meals for a very small BnB we will run on the farm
- hosting farm-to-table dinners
- legally cooking meals for attendees for lecture-based workshops we hold on the farm about regenerative farming, permaculture, gardening etc.

The Building known as 'The Coop'

The site proposed for the Commercial Kitchen is an existing 18x50 building on the farm that was originally built in the 1930s. This building is in a central location on the farm. We are proposing a 16x35 addition on the north side of The Coop for bathroom amenities.

See map on page 5. We will adhere to MISA and MDH guidelines for the build-out.

Farm Stays (Bed and Breakfast) Summer-Autumn • 1-10 people

We would like to offer a unique Bed and Breakfast/Farm Stay experience. We would offer 'Glamping' (a form of camping involving accommodation and facilities more luxurious than those associated with traditional camping) in our Canvas Camp Tent. Guests will get to experience what life is like on a small diversified farm that was common place 100 years ago. We will provide meals in the commercial kitchen building known as 'The Coop'. People will be invited to learn about the farm and our practices and to explore Hutchinson and surrounding areas. We hope to contribute, in a small way, to the tourism interest in the Hutchinson area.



Eventually, we will erect our 100 year old log cabin and offer a truly rustic and off-grid experience to those wanting to conjure the past.



Farm Produce Products Summer-Autumn

Our plan is to make and sell value-added products such as:

- sauerkraut
- canned vegetables
- teas
- jellies
- and other similar products

These retail products will be offered to the public at markets and wholesale to restaurants and food retailers in the local area. Our commercial kitchen would be available for other local small farmers to value-add their produce.

Farm-to-table Dinners bi-monthly Summer-Autumn • 15-55 people

We would like to offer a member-based supper club at the farm. Members will have opportunities to attend workshops and farm-to-table suppers at the farm. These suppers will happen every other month at first during Summer and Autumn. We will offer local food from our farm and farms near by such as; The Lamb Shoppe, Loon Organics, York Farm, Clover Bee Farm and Prairie Drifter Farm. We aim to help grow CSA member subscriptions for the local CSA farms (6 and counting) and to spread awareness of the importance of supporting small farms.

Workshops monthly Summer-Autumn • 10-35 people

There is a rapidly growing market for practical skills workshops. We endeavor to provide a wide range of workshops during the growing season. These workshops will be day-long or weekend-long workshops on subjects such as:

How to:

- Butcher your backyard chickens
- Make fermented foods
- Reserve the harvest
- Grow food
- Keep bees
- Make cheese
- Wild harvest food and medicine
- Build naturally
- Composting
- On-grid solutions
- Permaculture
- etc.

LEGAL DESCRIPTION

19778 235th Street, Hutchinson, MN 55350 Acoma Township

Southeast Quarter of Northwest Quarter (SE¼ of NW¼); North Three (3) acres of Lot Four (4); and East 15.15 acres of Lot Three (3) except the North One (1) rod thereof, and Lot Two (2), all in Section 12, Township 117, Range 30.

01.012.0300

"ARTMANN ACRES" (Preliminary / Final Plat)



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



POOL
12/13/17 1:58PM

Audit List for Board COMMISSIONER'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
12/13/17 1:58PM
1 GENERAL REVENUE FUND

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
65	DEPT			INFORMATION TECHNOLOGY	
	2589 SHI INTERNATIONAL CORP				
1	01-065-000-0000-6321		45,234.00	MS EA LICENCE AGREEMENT	B07442526 MAINTENANCE AGREEMENTS
	2589 SHI INTERNATIONAL CORP		45,234.00	1 Transactions	
65	DEPT Total:		45,234.00	INFORMATION TECHNOLOGY	1 Vendors 1 Transactions
1	Fund Total:		45,234.00	GENERAL REVENUE FUND	1 Transactions
	Final Total:		45,234.00	1 Vendors	1 Transactions

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	45,234.00	GENERAL REVENUE FUND
All Funds	45,234.00	Total

Approved by,
.....
.....

COOPERATIVE AGREEMENT
FOR CONSTRUCTION ON COUNTY STATE AID HIGHWAY 15 (MORNINGSIDE)
Between 11th Street & 16th Street in Glencoe, Minnesota

THIS COOPERATIVE AGREEMENT FOR CONSTRUCTION ON COUNTY STATE AID HIGHWAY 15, ("Agreement") is made and entered into as of the _____ day of _____, 2017 by and between the City of Glencoe ("City"), and the County of McLeod ("County") (each sometimes hereinafter called "party" and both sometimes collectively "parties") the parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, County State Aid Highway 15 (CSAH 15) is a duly dedicated and opened public street, located within the corporate limits of City; and

WHEREAS, the parties desire to undertake a joint project involving right of way acquisition, grading, aggregate base, concrete surfacing, curb & gutter, sidewalk, storm sewer, sanitary sewer, watermain, railroad crossing improvements, and other incidentals, and to share the costs of such improvement as herein provided; and

WHEREAS, the authority of the parties to enter into this Agreement is provided by Minnesota Statutes, sections 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the County on behalf of the parties with respect to the Project, and that Change Orders or other documents may be entered into by the parties, or by the County on behalf of the parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date

hereof and terminating on the date the Project is completed, accepted by the parties and all amounts owed by one party to the other, or to the Project Contractor has been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order to the Contractor approved by both parties hereto and signed by the County Representative on behalf of the parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the parties, or their respective representatives.
- (d) **Contractor:** the person or entity which is awarded the contract for the construction of the Project.
- (e) **City:** the City of Glencoe.
- (f) **City Representative:** Mark Larson, Glencoe City Administrator.
- (g) **County:** McLeod County.
- (h) **County Representative:** John Brunkhorst, McLeod County Engineer.
- (i) **Project:** right of way acquisition, grading, aggregate base, concrete surfacing, curb & gutter, sidewalk, storm sewer, sanitary sewer, watermain, railroad crossing improvements, and other incidentals on CSAH 15 between 11th Street & approximately 1,000 feet north of 16th Street in Glencoe, Minnesota.
- (j) **Project Costs:** all costs for and associated with the construction of the Project, excluding Design Engineering Costs, Construction Engineering Costs, and City/County Direct Costs.
- (k) **Design Engineering Costs:** the fees and costs for all consulting engineers preparing Contract Documents.

- (l) **Construction Engineering Costs:** the fees and costs for all consulting engineers performing Project construction inspection.
- (m) **City/County Direct Costs:** the compensation and wages (including applicable payroll burden) of City/County employees for the time(s) such employees are performing services on behalf of the Project, including design, construction inspection, and other incidentals.
- (n) **Right of Way Acquisition:** the process of obtaining Right of Way, including but not limited to: surveying property, drawing parcel maps, researching titles, appraising parcels, negotiating with property owners, purchasing parcels, working with potential relocation, condemnation proceedings, and other incidentals.
- (o) **Street:** CSAH 15 (Morningside) from 11th Street to approximately 1,000 feet north of 16th Street.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
 - (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
 - (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
 - (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
 - (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the parties have no employment relationship and the parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III
CONSTRUCTION

Section 3.01. Contract Award. The Contract Documents shall be approved by the parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes Ch. 160, County will cause bids to be received by it for the construction of the Project and, subject to approval by the City, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.02. Project Construction. Subject to Uncontrollable Circumstances, County shall cause the Project to be constructed in accordance with the Contract Documents.

Section 3.03. Construction Administration. County shall perform appropriate Project construction administration services, including but not limited to processing Change Orders and Contractor pay requests.

Section 3.04. Construction Inspection.

- (a) The County shall perform appropriate Project construction inspection services for all construction activities. The County may hire a consulting engineering firm to accomplish some or all of this.
- (b) Construction inspection services shall include, without limitation, representation of the parties hereto with regard to activities of the Contractor at the construction site, periodic observations of the work at the construction site, and initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Contract Documents. Parties shall not be responsible for the acts or omissions of the Contractor nor shall the Parties be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

ARTICLE IV
PROJECT COSTS

Section 4.01. Allocation.

- (a) The Project Costs shall be allocated between the parties in accordance with Exhibit No. 1 which shows the items of construction and associated costs. The County shall pay one half (½) of the items under “50% County & 50% City”. The City shall pay one half (½) of the items under “50% County & 50% City” and all of the items under “100% City”. The costs shown in Exhibit No. 1 are not actual costs, but are estimated costs only. The costs to be paid by each party are actual costs of the Project based on Contractor prices and final Project quantities.
- (b) Local Road Improvement Program Grants and any State or Federal railroad related funding that is received for the Project shall be allocated to the “50% County & 50% City” portion of Exhibit No. 1.
- (c) The Design Engineering Costs shall be shall be allocated between the parties as determined by the City and County Representative.
- (d) The Construction Engineering Costs shall be shall be allocated between the parties as determined by the City and County Representative.
- (e) All other Costs including, but not limited to City/County Direct Costs, shall be allocated between the parties as determined by the City and County Representative.

Section 4.02. Payments to Contractor. County shall make progress payments to the Contractor and, upon approval of both parties hereto, the final payment to the Contractor in accordance with the Contract Documents.

Section 4.03. Reimbursement. The City shall pay to County the City’s share of the Project Costs within thirty (30) days after receipt by City of each itemized written invoice therefor from the County.

Section 4.04. Adjustments. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, mailed, or electronically transferred to City and County, at the following addresses:

City: Mark Larson
City Administrator
City of Glencoe
1107 11th Street East, Suite 107
Glencoe, MN 55336

County: John Brunkhorst, PE
County Engineer
McLeod County Highway Department
1400 Adams Street SE
Hutchinson, MN 55350

Either party may change its address or authorized representative by notice delivered to the other party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Representations and Warranties. The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to

law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 5.09. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.10. Final Payment. Before final payment is made by the County to the Contractor, the Contractor shall provide to County a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.11. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 5.12. Further Actions. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.13. Parties in Interest. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF GLENCOE

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

McLEOD COUNTY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT NUMBER 1

SAP 43-615-13 - Probable Construction Costs

**CSAH 15 (Morningside) Reconstruction - Glencoe, Minnesota
Between 11th Street and 16th Street**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL PROJECT		50% COUNTY & 50% CITY		100% CITY	
				ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST
	Highway/Trail/Storm Sewer	LS		1.0	\$3,000,000	1.00	\$3,000,000		\$0
	Railroad Safety Improvements	LS		1.0	\$800,000	1.00	\$800,000		\$0
	Wetland Mitigation	LS		1.0	\$60,000	1.00	\$60,000		\$0
	Miscellaneous City Items	LS		1.0	\$50,000			1.00	\$50,000
					\$3,910,000.00		\$3,860,000.00 98.72%		\$50,000.00 1.28%
ESTIMATED PROBABLE COSTS SUMMARY				TOTAL PROJECT		50% COUNTY & 50% CITY		100% CITY	
CONSTRUCTION COSTS				\$	3,910,000.00	\$	3,860,000.00	\$	50,000.00
RIGHT OF WAY COSTS (Property Acquisition/Easements)				\$	600,000.00	\$	600,000.00		
PROJECT COSTS				\$	4,510,000.00	\$	4,460,000.00	\$	50,000.00
DESIGN ENGINEERING COSTS				\$	285,300.00	\$	285,300.00		
CONSTRUCTION ENGINEERING COSTS				\$	250,000.00	\$	250,000.00		
TOTAL ESTIMATED PROJECT COSTS				\$	5,045,300.00	\$	4,995,300.00	\$	50,000.00



Building a Better World
for All of Us

November 30, 2017

RE: McLeod County, Minnesota
McLeod CSAH 15/Morningside Avenue
Project (SAP 43-615-013
SEH No. P-MCLEO 131324 10.00

John Brunkhorst, PE
McLeod County Engineer
McLeod County
1400 Adams Street SE
Hutchinson, MN 55350

Dear John:

McLeod County continues to make significant investments aimed at ensuring safe, efficient, and reliable transportation routes throughout the county. The CSAH 15 (Morningside Avenue) project is testimony to this ongoing commitment.

The proposed project will complete the final phase of the CSAH 15 (Morningside Avenue) corridor through the City of Glencoe. The project will consist of approximately 0.5 miles of new 2-lane road construction, drainage improvements in the immediate corridor, multi purpose trail, roundabout for improved safety, and rail crossing improvements.

The project will require effective and timely communication between project stakeholders to coordinate the proposed design features and maintain the project schedule. Justin Black will serve as the project manager with John Rodeberg coordinating the public engagement process. The key staff members for the design team are as follows:

- Justin Black, Project Manager
- John Rodeberg, Public Engagement
- Jeff Rhoda, Senior Project Engineer
- Jason Owens, Senior Project Engineer, QAQC
- Karen Erickson, Highway Design Project Engineer
- Josh Cotter, Railroad Engineer
- Deric Deuschle, Wetland Scientist
- Dan Cazanackli, Stormwater Design

SEH's proposed work plan, approach, and work products will closely follow the detailed information identified in the attached Supplemental Letter Agreement and Task Hour Budget. The work plan identifies a base fee for developing the design based on the project layout identified in the 2013 Feasibility Report. We did include a separate budget for changes that may be requested to the layout or for reviewing alternate options for stormwater management.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

SEH is 100% employee-owned | sehinc.com | 320.587.7341 | 800.838.8666 | 888.908.8166 fax

John Brunkhorst, PE
November 30, 2017
Page 2

Our recent joint efforts with County Staff and Elected Officials resulted in successfully securing funding through the state bonding bill for this project. We are excited about the opportunity to now continue forward with developing the final design for the CSAH 15 (Morningside Avenue) Project.

If you have any questions regarding the attached proposal for services, please don't hesitate to contact us.

Sincerely,



John Rodeberg, PE
Client Service Manager



Justin Black, PE
Project Manager

jb

Enclosure

c: Mark Larson, Glencoe City Administrator

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CSAH 15 (Morningside) Improvements Project - Glencoe, MN
Preliminary and Final Design, Permitting and Construction Documents

Client: McLeod County

Task	Principal	Project Manager	Senior Engineer	Project Engineer	Planner / Graphics / Technician	Survey Crew Chief	Expenses			TOTALS
							Equip/ Subconsultant	Mileage (\$0.56/mile)	Reproductions	
1.0 Project Management										
1.1	Conduct day-to-day Project Management, administration coordination and correspondence		100							
1.2	Complete monthly schedule of work tasks/invoicing		16							
1.3	Conduct Quality Assurance/Quality Control on deliverables		40							
1.4	Prepare, administer, attend Project Management Team (PMT) Meetings (Monthly - assumed 14 meetings)	16	42	28				\$630		
Task 1.0 - Hours:		16	198	28	0	0	0			242
<i>Deliverables - Monthly Progress Reports, Correspondence, Invoices, Project Schedule, Meeting Agenda and Minutes</i>										
2.0 Public and Agency Involvement										
2.1	Prepare and conduct up to two (2) Public Meetings for information and input on the project.	4	14	16		8		\$180		
2.2	Prepare and conduct up to five (5) Property Owner Meetings for information, input and coordination affecting private properties.	5	10	5				\$78		
2.3	Attend up to four (4) Agency Involvement (City Council and County Commission) Meetings for updates and necessary approvals.		8							
Task 2.0 - Hours:		9	32	21	0	8	0			70
<i>Deliverables - Meeting Invitations, Meeting Summary, Private Property Meeting Agendas, Minutes</i>										
3.0 Surveys and Mapping										
3.1	Develop a plan for surveying the corridor			1	1		1			
3.2	Supplemental topographic survey of the project roadway and storm sewer corridor						16	\$472	\$50	
3.3	Prepare project base mapping; including storm sewer corridor			1	2	8				
Task 3.0 - Hours:		0	0	2	3	8	17			30
<i>Deliverables - Updated Base Mapping including Utility and Right-of-Way</i>										
4.0 Environmental Documentation										
4.1	Project Memorandum (PM) - Conduct Data Collection, Database Reviews/Agency Coordination (MNDNR NHIS Database review, MnDOT T & E Search, Coordinate with MnDOT Cultural Resources Unit (assumes no special studies - Botanical Survey or Phase I cultural resource investigations) and document preparation. ** Assumes no potential for contamination within project corridor and no Phase I Env. Site Assess. to be conducted.		2	16	24	40				
4.2	Conduct Noise Analysis field monitoring, modeling and report preparation. Includes noise wall and viewpoint solicitation.		1	80	24	16		\$140.00		
4.3	Prepare Draft Project Memorandum for McLeod County and MnDOT review		1	4		40				
4.4	Compile Comments and Prepare Final Project Memorandum for approval			2		4				
Task 4.0 - Hours:		0	4	102	48	100	0	\$140.00		254
<i>Deliverables - Draft and Approved Project Memorandum</i>										

CSAH 15 (Morningside) Improvements Project - Glencoe, MN
Preliminary and Final Design, Permitting and Construction Documents

Client: McLeod County

Task	Principal	Project Manager	Senior Engineer	Project Engineer	Planner / Graphics / Technician	Survey Crew Chief	Expenses			TOTALS
							Equip/ Subconsultant	Mileage (\$0.56/mile)	Reproductions	
5.0 Public and Private Utility Identification and Coordination										
5.1 Utility Identification by GSOC and City Plans				4						
5.2 Preliminary Plans to Utility Owners			1		2					
5.3 Utility Design Meeting		2	4	4				\$100		
5.4 Request for Utility Relocation Plans			1							
5.5 Utility Conflict Review, including Public Utility Assessment		1	2	4						
5.6 City Utility Rehabilitation Plan			4		32					
5.7 Final Plans and anticipated construction start date, and relocation notification letter to Utility Owners			1	4						
5.8 Utility Check/Gopher State One Call Verification			1	4						
5.9 Utility Company permit/agreement process		1	4							
Task 5.0 - Hours:	0	4	18	20	34	0				76
<i>Deliverables - Utility Design Meeting Agenda and Minutes, Public Utility Impacts and Costs Assessment Memo</i>										
6.0 Right of Way Identification										
6.1 Identify right of way needs for the project, including, but not limited to; permanent and temporary easements, drainage easements, utility easements with ample time to acquire in accordance with the Federal Aid process. Prepare parcel exhibits for use by McLeod County in appraisals and acquisition efforts.		1	4	8	24					
Task 6.0 - Hours:	0	1	4	8	24	0				37
<i>Deliverables - Right of Way mapping update, final base map files (CADD) to McLeod County</i>										
7.0 Preliminary Engineering and Coordination										
7.1 Preliminary design concepts, investigations, agency involvement, agreements coordination for initial project development and preliminary cost estimate update	40	50		24						
Task 7.0 - Hours:	40	50	0	24	0	0				114
<i>Deliverables - Updated preliminary layout and documentation of agency coordination.</i>										
8.0 Drainage Design										
8.1 Verify existing drainage patterns and sewer system, complete hydraulic modeling. Pre design meeting with Buffalo Creek Watershed District.	2	4	4	4						
8.2 Preliminary drainage design evaluation, requirements identification and recommendations for system modifications.		4	4	8						
8.3 Preliminary (60%) and final (95%) drainage report.		2	12	40	16					
Task 8.0 - Hours:	2	10	20	52	16	0				100
<i>Deliverables - Preliminary and Final Drainage Design Report</i>										

CSAH 15 (Morningside) Improvements Project - Glencoe, MN
Preliminary and Final Design, Permitting and Construction Documents

Client: McLeod County

Task	Principal	Project Manager	Senior Engineer	Project Engineer	Planner / Graphics / Technician	Survey Crew Chief	Expenses			TOTALS
							Equip/ Subconsultant	Mileage (\$0.56/mile)	Reproductions	
9.0 Rail Crossing Coordination and Agreements										
9.1	Pre-design coordination with railroad, assessment of construction needs.		2	8						
9.2	Address railroad design criteria, such as: placement of sidewalks, gate lengths, median placement, culvert replacement		2	16						
9.3	Communicate with MnDOT and Railroad on design decisions		2	4						
9.4	Coordinate and facilitate railroad safety procedures for field employees			8						
9.5	Assistance with Agreements: C&M, land easement, track construction, force accounts, and utility permits		4	24						
Task 9.0 - Hours:		0	10	60	0	0	0	0	0	70
<i>Deliverables - Coordination documentation, preliminary and final highway design.</i>										
10.0 Final Construction Plans										
10.1	Develop, prepare and submit 30% Plans in accordance with MN State Aid, MnDOT DCP, ADA, AASHTO, and FHWA guidelines. Including: Title Sheet, General Layout, In-place Utility Tabulation, Typical Sections, In-place Utility & Topography Plans, Alignment Tabulation, Alignment Plan, Removal Plans, Construction Plans, Intersection Details, Profiles and Cross Sections. Prepare construction cost estimate.	4	8	60	100	80				
10.2	Prepare and submit 60% Plans and cost estimate built upon previous submittal and requirements. Adding: Earthwork Tabulation and Summary, Quantity Tabulations, Miscellaneous Details, Staging/Traffic Control Plans, Drainage Plans, Drainage Profiles, SWPPP, Erosion Control Plans, Turf Establishment Plans, Lighting Plans (in accordance with MnDOT's 2010 Lighting Design Manual), Signing Plans, Striping Plans.	4	24	100	180	160				
10.3	Prepare and submit 90% Plans, special provisions and cost estimate built upon previous submittals and requirements.	4	16	80	100	80				
10.4	Prepare and submit Final (100%) Plans and Special Provisions, built upon previous submittal and requirements, in accordance with guidelines for project letting.	4	8	28	70	60				
10.5	State Aid Submittal: Prepare and submit Plan Submittal form, Engineer's Estimate, Plan Review Checklist, Lab Testing and Plant Inspection Services Request, R/W Certificate(s), Working Day Calculations, Utility Relocations Certificate, Permits, ESAL Calculations, Pavement Design, Stormwater Spread and Volume Calculations, and Special Provisions	2	6	20	32					
Task 10.0 - Hours:		18	62	288	482	380	0			1230
<i>Deliverables - 30%, 60% and 95% Plans, Special Provisions, 100% Plans and State Aid submittal documents.</i>										

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between McLeod County, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective April 22, 2015, this Supplemental Letter Agreement dated November 21, 2017, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **McLeod CSAH 15 / Morningside Avenue** (SAP 43-615-013).

Client's Authorized Representative: John Brunkhorst, PE
Address: HATS Facility, 1400 Adams Street SE
Hutchinson, MN 55350
Telephone: 320.484.4355 email: john.brunkhorst@co.mcleod.mn.us

Project Manager: Justin Black, PE
Address: 1390 Hwy 15 S, PO Box 308
Hutchinson, MN 55350-0308
Telephone: 952.913.0702 email: jblack@sehinc.com

SCOPE: The Basic Services to be provided by Consultant:

The work includes professional engineering services for the completion of construction documents (PS&E) for the extension of McLeod CSAH 15 (Morningside Avenue) from 11th Street NE to approximately 600' north of 16th Street NE within the City of Glencoe.

The attached Task Hour Budget provides a detailed Scope of Services, which includes:

Task 1: Project Management

Day-to-day administration, correspondence and coordination; monthly invoicing and updates, QA/QC services and Project Management Team Services (up to 14 meetings)

Task 2: Public and Agency Involvement

Scope includes two Public Information Meetings, up to five Property Owner/Stakeholder Meetings to provide information and get feedback from the affected properties, and up to four Agency Involvement Meetings with the Glencoe City Council and McLeod County Board for updates and required approvals.

Task 3: Surveys and Mapping

Additional work required to complete topographic and alignment surveying for the corridor, and preparing a project base map. The scope is based on the level of project surveying work that has already been completed.

Task 4: Environmental Documentation

Project Memorandum development, and Noise Analysis review and reporting, as required as part of the Federal Aid process. Scope assumes no special studies are required (i.e., botanical survey, Phase 1 cultural resource investigation, Phase 1 Environmental Site Assessment) and there is no potential contamination located within the project corridor.

Task 5: Public and Private Utility Identification and Coordination

Identification and plan coordination related to the private and public utilities within the project corridor.

Task 6: Right-of-Way Identification

Identify right-of-way needs for the project, including, but not limited to permanent and temporary easements required as part of the Federal Aid process. Consultant will prepare parcel exhibits for use by McLeod County in appraisals and acquisition efforts.

Task 7: Preliminary Engineering and Coordination

Preliminary design concepts review, investigations, agency involvement, agreement coordination for initial project development, and preliminary cost estimate update.

Task 8: Drainage Design

Verify existing drainage patterns and sewer system, and complete hydraulic modeling. Evaluate requirements and alternatives, and provide system recommendations. Complete drainage reports as required. Pre-design meeting with Buffalo Creek Watershed District.

Task 9: Rail Crossing Coordination and Agreements

Pre-design coordination and assessment of structural needs with railroad. Address design criteria with railroad, including placement of sidewalks, gate lengths, and median placement; communicate with MnDOT and railroad on design decisions; coordinate and facilitate safety procedures as required and provide assistance with Agreements (C&M, land easement, track construction, force accounts, and utility permits).

Task 10: Final Construction Plans

Complete plans and specifications to meet State and Federal Aid requirements, as noted in the attached scope.

Task 11: Permits and Approvals

Identify all required approvals/permits and prepare documentation. Wetland mitigation support.

Task 12: Bid Letting Support

Provide assistance to McLeod County with contractor questions, issuance of addendum (if needed), attending bid letting, and completing bid tabulation.

Task 13: Additional Services

Changes that may be requested to the layout or for reviewing alternate options for stormwater management.

SERVICES NOT INCLUDED:

- Construction Administration and Resident Project Representative (RPR) Services.
- Appraisal and property acquisition services beyond those specifically noted in Task 6.
- Railroad design services beyond those noted specifically in Task 9. It is understood that design services for work to be completed by TC&W Railroad will be completed as part of agreements with the railroad.
- Wetland mitigation purchasing/acquisition.

SCHEDULE: Work will commence on approval of all agreements and required documentation, and will be coordinated to provide for construction of the noted Federal Aid Project within the 2019 Construction season.

PAYMENT: The estimated hourly Base Fee (Tasks 1 through 12) is **\$269,000**, and the estimated hourly Additional Services Fee (Task 13) is **\$16,300**, for a Total Estimated Project Fee subject to a not-to-exceed amount of **\$285,300**, including direct, non-salary expenses as noted in the attached Task Hour Budget. This amount will not be exceeded without prior, written approval from the Client.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

McLeod County, Minnesota

By: 

John Rodeberg, PE
Title: Office Manager/Client Service Manager

By: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between McLeod County, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 21, 2017

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

s:\admin\contracts\mcleod county\morningside\exhibit a1.docx

December

Ford of Hibbing
2627 13th Avenue
Hibbing, MN 55746
218-262.3881

Re: Ordering Three 2018 Ford Police Interceptor Utility Vehicles All Wheel Drive with EcoBoost Engine.

Dear Bob:

Per the state bid, (which includes the standard equipment, the window sticker extras & Minnesota State bid requirements.) the McLeod County Sheriff's Office would like to order **three** 2018 All-Wheel Drive, Ford Police Interceptor Utility Vehicle for **\$26,428.45**. We will take delivery per the state bid. Vehicle is to be **Kodiak Brown** with **Black interior**. Please add or delete the following.

Add EcoBoost Engine 99T	\$3,130.00
Add SYNC Voice Activated Communication System 53M	\$280.00
Add Remote Keyless Entry 55F	\$322.00
Add Keyed Alike-Code 1111X	\$49.00
Add Police Engine Idle Feature 47A	\$248.00
Add Global Unlock	\$0.00
Add Pre wiring for grille lamp, siren & speaker 60A	\$49.00
Add Dome light, rear, in cargo area Red/White	\$49.00
Add Heated Outside Mirrors 549	\$58.00
Add Courtesy lamps disabled (Dark car feature) 43D	\$19.00
Add Dealer installed 2" receiver hitch w/4 wire flat plug-in HITCH4	\$526.00
Add Driver Only LED spotlight (Whelen)	\$399.00
Add Rear-door handles inoperable	\$33.00
Add Engine block heater 41H	\$86.00

The total cost is \$31,676.45

The insurance for this vehicle is Minnesota County Insurance Trust, Policy #PC158014, valid 01-01-18 to 01-01-19, 100 Empire Drive, Suite 100, St. Paul, MN 55103-1885

If you have any questions, please feel free to contact me at any time at 320-864-3134. Thank you very much.

Sincerely,

By: Tim Langenfeld
Chief Deputy

December

Ford of Hibbing
2627 13th Avenue
Hibbing, MN 55746
218-262.3881

Re: Ordering one 2018 Ford Police Interceptor Utility Vehicle.

Dear Bob:

Per the state bid, (which includes the standard equipment, the window sticker extras & Minnesota State bid requirements.) the McLeod County Sheriff's Office would like to order **three** 2018 All-Wheel Drive, Ford Police Interceptor Utility Vehicle for **\$26,428.45**. We will take delivery per the state bid. Vehicle is to be with **Black interior**. Please add or delete the following.

Add SYNC Voice Activated Communication System 53M	\$280.00
Add Remote Keyless Entry 55F	\$322.00
Add Keyed Alike-Code 1111X	\$49.00
Add Police Engine Idle Feature 47A	\$248.00
Add Global Unlock	\$0.00
Add Pre wiring for grille lamp, siren & speaker 60A	\$49.00
Add Dome light, rear, in cargo area Red/White	\$49.00
Add Heated Outside Mirrors 549	\$58.00
Add Courtesy lamps disabled (Dark car feature) 43D	\$19.00
Add Dealer installed 2" receiver hitch w/4 wire flat plug-in HITCH4	\$526.00
Add Engine block heater 41H	\$86.00

The total cost is \$28,114.45.

The insurance for this vehicle is Minnesota County Insurance Trust, Policy #PC158014, valid 01-01-18 to 01-01-19, 100 Empire Drive, Suite 100, St. Paul, MN 55103-1885

If you have any questions, please feel free to contact me at any time at 320-864-3134. Thank you very much.

Sincerely,

By: Tim Langenfeld

Chief Deputy

AELE Jail and Prisoner Legal Issues Workshop
Operational and Administrative Legal Issues
Agenda-2018

Monday, January 22nd

- 8:00 AM Registration at Orleans Conference Center
- 9:00 AM Welcome and announcements, use of AELE website, computer research on AELE website, review of AELE resources, review of workshop materials
- 9:20 AM Introduction to Correctional Legal Issues
(Carrie Hill, Esq.)
- 10:00 AM Break
- 10:15 AM Impact of Prison Litigation Reform Act (PLRA) on correctional litigation, importance of grievance procedures and response
(Elmer Dickens Esq.)
- 11:00 AM Break
- 11:10 AM Impact (continued)
(Elmer Dickens, Esq.)
- 11:45 AM Autopsy of a Consent Agreement: The impact on jail/prison conditions and operations
(Jeb Brown, Esq.)
- 12:15 PM Lunch: Complimentary for registered attendants
- 1:30 PM Consent Agreements (Continued)
(Jeb Brown, Esq.)
- 2:30 PM Break
- 2:40 PM Classification issues, types of systems, documentation requirements, use of instruments, intake issues, resources, classification standards, custody and security considerations, periodic reviews, programming, relationship of classification to operational and administrative liability
(Donald Leach, Ph.D.)
- 3:40 PM Break
- 3:50 PM Classification issues (continued)
(Donald Leach, Ph.D.)
- 4:45 PM Conclude for the day

Tuesday, January 23rd

- 8:00 AM Inmate discipline and segregation, procedural requirements, burden of proof, notice requirements, hearing procedures, evidence standards, rules and regulations, decisional process, appeals
(Elmer Dickens, Esq.)
- 8:50 AM Break
- 9:00 AM Strategies for Correctional Litigation
(Peter Marchesi, Esq.)
- 9:50 AM Break
- 10:00 AM Inmate religious issues, impact of RLUIPA on operations, least restrictive means test, scope of permitted restrictions, recent litigation
(Carrie Hill, Esq.)
- 11:00 AM Break
- 11:10 AM Inmate religious issues (continued)
(Carrie Hill, Esq.)
- 12:15 PM Lunch: complimentary for all registered attendants
- 1:30 PM Inmate medical, mental health and suicidal care issues- systems and protocols, drugs and appliances, private contractors; managing mentally ill prisoners, mental health training, psychotropic medication protocols; intake assessment and procedures, intervention
(Peter Marchesi, Esq.)
- 2:30 PM Break
- 2:40 PM Inmate medical, mental health and suicidal care issues (continued)
(Peter Marchesi, Esq.)
- 3:50 PM Break
- 4:00 PM 1st Amendment and correctional litigation: visitation, inmate postcards, publications and pornography, telephone, packages, correspondence, property access
(Rick Hodsdon, Esq.)
- 4:45 PM Conclude for the day

Wednesday, January 24th

- 8:00 AM 1st Amendment (continued)
(Rick Hodsdon, Esq.)
- 8:50 AM Break
- 9:00 AM Supervisory and policy liability, state and federal law standards, formal and informal policies, rules and procedures, impact of prior acts, direct vs. indirect liability, official capacity claims, policy legal requirements
(Rick Hodsdon, Esq)
- 9:50 AM Break
- 10:00 AM Search issues concerning prisoners, staff, and visitors – legal basis and application
(Carrie Hill, Esq.)
- 10:50AM Break
- 11:00 AM Search issues, continued
(Carrie Hill, Esq.)
- 12:15 PM Lunch: complimentary for all registered attendants
- 1:30 PM Affordable Care Act (ACA) and Americans for Disabilities Act-Title II: hearing, vision, Gender Identity Disorder, autism, Axis I and Axis II Disorders, learning disabilities and other special needs-current litigation trends
(Rick Hodsdon, Esq.)
- 2:20 PM Break
- 2:30 PM ACA and ADA (continued)
(Rick Hodsdon, Esq.)
- 3:00 PM Break
- 3:10 PM Searches of Wheelchair Bound Inmates: An ADA Issue
(John Peters, Ph.D.)
- 4:00 PM Break
- 4:10 PM In-custody suicide: From the eyes of an expert-is your jail prepared?
(Ken Katsaris)
- 4:45 PM Conclude for the day

Thursday, January 25th

- 8:00 AM Use of force, operational considerations, importance of reporting and documentation, defense of staff actions, impact of prior incidents
(Peter Marchesi, Esq.)
- 9:00 AM Break
- 9:15 AM Use of force (continued)
(Peter Marchesi, Esq.)
- 10:00 AM Break
- 10:10 AM Use of force decision-making, use of force response guidelines, equipment, techniques, investigations, post-incident analysis, entry and in-service training, certification, staffing needs, types of supervision systems, use of force policies
(Ken Katsaris)
- 11:00 AM Break
- 11:10 AM Kingsley: From the Expert's Perspective or How to Lose (And Not!)
(John Peters, Ph.D.)
- 12:15 PM Lunch: complimentary for all registered attendants
- 1:30 PM Stress, PTSD and Litigation Arising from Staff Misconduct
(Peter Marchesi, Esq.)
- 2:20 PM Break
- 2:30 PM Staff sexual misconduct and ethical violations legal issues, civil liability for agencies, criminal prosecution of staff; methods to reduce staff/inmate misconduct and ethical violations
(Elmer Dickens, Esq.)
- 3:30 PM Break
- 3:40 PM Staff sexual misconduct (continued)
(Elmer Dickens, Esq.)
- 4:45 PM Workshop concludes

AELE LAW ENFORCEMENT LEGAL CENTER

THE PUBLISHERS OF THE MONTHLY "JAIL AND PRISONER LAW BULLETIN"
ANNOUNCE A COMPREHENSIVE FOUR-DAY PROGRAM

JAIL AND PRISONER OPERATIONAL AND LEGAL ISSUES



© 2017 AELE

LAS VEGAS
January 22-25, 2018

THIS PROGRAM IS A MUST ATTEND FOR

★ **Jail Administrators**

★ **Corrections Personnel**

★ **Risk Managers**

★ **County Attorneys**

★ **CONTAINS NEW & UPDATED MATERIAL PRESENTED BY** ★

- **Nationally Recognized Certified Litigation Specialists**
- **Acclaimed State and County Defense Attorneys**
- **Legal Advisors to County and State Public Safety Organizations**

1966 ★ 50 years ★ 2016

"Building integrity and confidence through research and education."

For information about this or other AELE workshops, including dates, descriptions, and locations, please visit our website at
<http://www.aele.org>

Mail and Correspondence

- Extent of rights
- Kinds of mail
- Legal and official mail
- Incoming mail
- Outgoing mail
- Books, magazines, papers
- Publisher-only rules
- Censorship
- Packages

Classification Systems

- What is classification?
- The classification process
- Classification standards
- Relationship to litigation
- Relationship to protection

Theories of Liability

- Administrators
- Cruel and unusual punishment
- Deliberate indifference
- Policies and customs

Policy Liability

- Deliberate indifference
- Role in litigation
- Formal vs. informal rules
- Liability standards
- Policymaking process
- National standards
- Accreditation
- Privatization

Religious Rights

- Liability standards
- Determining a religion
- Meetings
- Religious articles
- Facility regulations
- Security and staff concerns

Litigation Preparation

- Depositions and discovery
- Testifying in court
- Documents and reports

Conditions of Confinement

- What is a conditions case?
- Legal standards
- Population capacity
- Facilities and services
- Plans and construction
- Essential services
- Funding and resources
- Remedies and strategies

Medical Care

- Standard of care
- Required services
- Screening
- Deliberate indifference
- Dental services
- Private contractors
- Medical protocols
- Contagious diseases
- Mental health issues
- Elective procedures
- Medication

Suicides / In-Custody Deaths / Mental Health

- Theories of liability
- Profiles; training issues
- Screening, observation
- Record keeping

Failure to Protect

- Deliberate Indifference
- Prisoner Assaults
- Vulnerable Prisoners
- Escapees/Work Release
- Gang Issues
- Transsexual/Transgender

Searches

- Patdown, strip, and body cavity searches

Prisoner Discipline

- Procedural rights
- Notice requirements
- Conduct of hearings
- Hearing officers
- Informants and witnesses
- Evidence standards
- Burden of proof
- Rules and regulations
- The decision process
- Appeals
- Punishment

Management Concerns

- Population control
- Internal audits
- Funding issues
- Visitation rules
- Incident review
- Staffing based on sex

Use of Experts

- Expert role in litigation
- Facility evaluation
- Expert compensation
- Tours and evaluations
- Policy review and development

Use of Force

- Cell extractions
- Risk evaluation
- Staffing issues
- Record keeping
- Use of force standards and policies
- Use of force investigations

Prison Litigation Reform Act

- Conditions claims
- Attorney fee limitations
- Frivolous litigation
- Damage claims
- Expenses and costs

REMARKS

All training will be held at the hotel facility. Registration is from 8:15 to 9:00 a.m. on Monday. Class hours are 9:00 a.m. to 4:45 p.m. on Monday, and from 8:00 a.m. to 4:45 p.m. on Tuesday, Wednesday & Thursday.

- Registration includes luncheons on each day.
- Training or prior familiarity with legal procedures is not necessary. Instructional techniques are employed that will benefit both lawyers and lay personnel. Ample time will be allowed for questions. Participation by attendants is encouraged.
- The staff and speakers, as their schedules permit, will be available during the workshop to answer questions.
- Workshop attendance will be limited; seating will be arranged behind narrow tables to facilitate discussion. If a larger number of persons register than can be accommodated, those in geographical proximity will receive preference.

WORKSHOP MATERIALS

Each attendant will be provided:

- Workbook containing copyrighted lecture outlines and case citations.
- Directions for accessing legal research through the AELE comprehensive web page for case review/research, experts, and legal, procedural, and tactical website links.
- Certificate of Attendance.

MANDATORY CONTINUING LEGAL EDUCATION

- AELE has received approval for this course in Nevada and AELE has been approved as a CLE provider in California. Other states with MCLE requirements have accredited this seminar in prior years. For additional information, see www.aele.org/cle.html

FACULTY

Jeb Brown - Attorney serving as Assistant Counsel for Riverside County, CA, where he supervises 23 attorneys. His primary focus is on representing public safety departments including the Probation Department, Fire Department and Sheriff's Department.

Elmer Dickens - Attorney with many years of corrections litigation experience and broad corrections policy and training experience. Former corrections officer, inmate hearings officer, and the chief editor of *Oregon State Sheriff's Association Jail Standards*, a statewide resource used by all county jails in Oregon.

Carrie Hill - Attorney actively involved in corrections litigation for many years as an attorney, consultant, trainer and expert witness; former General Counsel for Utah Department of Corrections.

Richard Hodsdon - Attorney with over 35 years experience as a prosecutor, civil legal advisor for law enforcement, and litigator. Assistant Washington County Attorney and general counsel to MN Sheriffs Association and former assistant Minnesota Attorney General.

Ken Katsaris, CLS - Law enforcement and corrections training specialist and litigation consultant; former Sheriff of Leon County, Florida (Tallahassee), responsible for operation of county jail; former Assistant to Director, Florida Department of Corrections; prior service with St. Petersburg and Tallahassee Police Departments.

Donald L. Leach, Ph.D., CLS - Retired Jail Administrator, Lexington, Kentucky; consultant, management systems, risk management analysis, and jail classification programs; over 30 years jail experience; Past Vice President, American Jail Association.

Peter Marchesi - Attorney actively involved in corrections litigation for 25 years as defense counsel for jails and corrections officials, trainer and consultant. Extensive experience in cases involving personal injury, insurance coverage, and police/correctional facility liability.

John G. Peters, Jr., Ph.D., CLS - President and Chief Learning Officer of the Institute for the Prevention of In-Custody Deaths. Dr. Peters, a former police officer and deputy sheriff, is frequently called upon to be an expert witness.

*(Because of trial schedule changes or other unplanned events,
we may have to engage substitute speakers with similar knowledge and experience.)*

JAIL WORKSHOP REGISTRATION INFORMATION

Telephone (800) 763-2802
or (847) 685-0700

Fax (24 Hours) (800) 763-3221
or (847) 685-9700

HOTEL

Upon registering with AELE you will receive an attendant's memo outlining the workshop activities. Hotel reservations are the individual registrant's responsibility and should be made as soon as possible.

The Orleans Hotel & Casino is located at 4500 W. Tropicana Avenue, Las Vegas, Nevada 89103, (800) 675-3267. Reservations can also be booked through the Hotel's website at www.orleanscasino.com/groups using the group code specified below. Please note: Due to promotional pricing offers, rates could be lower if booked by phone or on an internet hotel site without the group code.

A limited number of rooms have been reserved if booked before December 20, 2017 at a maximum rate of \$68 per night, single or double occupancy, Sunday through Thursday. The group code "A8AEC01" must be used to obtain this rate.



AELE WORKSHOPS
P.O. Box 75401
Chicago, IL 60675-5401

Move your pointer to a blank space, and use your keyboard to complete the form.
Mark selection boxes with a pen. Then fax to our secure line a 1-800-763-3221.
Toll-free in the U.S. & Canada.

TUITION

REGISTRATION: Fees for the workshop are: \$1,290 for the first person and \$1,190 for each additional person from the same government agency or private employer (including the attorney for the entity).

• \$ _____ is due; Check enclosed; Bill agency; Charge my credit card P.O. # _____ (if needed).

VISA, MC, Am Exp or Discover accepted. Credit Card# _____ Exp. Date _____



Signature (if using a Credit Card) _____

CANCELLATION POLICY: The tuition is fully refundable if cancellations are made before Monday, January 15, 2018. Otherwise, a \$100.00 cancellation fee will be charged per attendant. Upon written request, you may transfer your tuition to a future workshop.

REGISTRATION FORM

Register me for the Jail Workshop, January 22-25, 2018

Name _____ Title _____ Attorney
 Non-Attorney

Agency or Organization _____

Address _____

City _____ State _____ Zip _____

Business Phone (_____) _____ E-Mail Address _____

Fax Number (_____) _____ **Our Federal Tax ID # is: 36-6140171**

I hereby authorize AELE to confirm my registration (or to send information relating to this seminar) by (a) sending me a fax at the above number, and/or (b) sending me an e-mail, and/or (c) telephoning me at the above number.

Signature (Required): _____

RETURN PROMPTLY

DO NOT DELAY REGISTRATION WHILE AWAITING FORMAL APPROVAL OR A PURCHASE ORDER.

SEND OR FAX A COPY OF THIS APPLICATION, MARKED "PENDING APPROVAL."

State of Minnesota

Doc Type: Contract

[i-admin9-45 -- Rev. 10/13/16]

SWIFT Contract No.: 000000000000000000132089

Agency Interest ID.: 214727

Activity ID: PRO20170664

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This Joint Powers Agreement (hereinafter “Agreement”) is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency** (“MPCA”), 520 Lafayette Road North, St. Paul, MN 55155 and **McLeod County**, 1065 5th Avenue SE, Hutchinson MN 55350, (hereinafter the “Authorized Program”).

Recitals

WHEREAS, This Agreement is made under the State's authority of Minn. Stat. §§115A.46, 115A.96, 116.03 and 471.59, and under the Authorized Program’s authority of Minn. Stat. §§115A.46, 375.21, 471.59, and Minn. Stat. Ch. 400.

WHEREAS, The MPCA is required by Minn. Stat. §115A.96 to establish a statewide program to manage Household Hazardous Wastes (“HHW”). Minn. Stat. §115A.96, Subd. 3, provides that the statewide HHW Program may be provided directly by the MPCA or by contract with public or private entities.

WHEREAS, The Authorized Program wishes to partner with the MPCA to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Authorized Program and Participating Counties Solid Waste Plans. The Authorized Program will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.

WHEREAS, The parties wish to allocate the risks and responsibilities resulting from operation of the HHW Program, and to incorporate the provisions of Minn. Stat. §115A.96, Subd. 7, into this Agreement.

WHEREAS, The parties wish to incorporate payment terms into this Agreement regarding the Authorized Program’s participation in a Product Stewardship Program for architectural paint.

NOW, THEREFORE, The parties, for valuable consideration received, make the following Agreement:

Agreement

1. Term of Agreement

- 1.1 Effective date: January 1, 2018**, or the date the State obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.

- 1.2 Expiration date: December 31, 2022**, unless earlier terminated by law or in accordance with Clauses 23 or 24 of this Agreement. It is the intent of the parties that termination or expiration of this Agreement shall not relieve the parties of the obligations assumed under this Agreement that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Agreement and to defend, indemnify and hold harmless pursuant to Clause 20 of this Agreement.

2. Definitions.

Terms as used in this Agreement shall have the following meanings:

- 2.1 Agency's Authorized Transporter.** A transporter authorized to provide transportation or waste management services pursuant to a State Contract for transportation or management of Program Wastes as referred to in Minn. Stat. §115A.96, Subd. 7.
- 2.2 Alternative Daily Cover.** The use of waste latex paint as an ingredient in daily cover on a permitted land disposal facility.
- 2.3 Architectural Paint.** Interior and exterior coatings listed in the MPCA-approved PaintCare Architectural Paint Product Stewardship Program plan.
- 2.4 Authorized Activities.** The list of activities contained in **Exhibit A** that may be performed by the Authorized Program for compensation in accordance with this Agreement.
- 2.5 Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State of Minnesota to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with State of Minnesota Contracts and this Agreement.
- 2.6 Authorized Program.** The lead county or governmental unit of a Regional Program that has an Agreement with the MPCA to operate a Household Hazardous Waste Program, as set forth in **Exhibit C** ("Authorized Programs and Participating Counties").
- 2.7 Bulking.** The activity of opening individual cans of any product, including architectural paint, and combining them into 55-gallon drums.
- 2.8 Collected/Collection.** The activity of accepting products from the public at a household hazardous waste Collection Site or Event, and then packing those products for transportation.
- 2.9 Collection Site.** A permanent or temporary designated location with scheduled hours for collection where the public may bring household hazardous wastes, including architectural paint.
- 2.10 Consolidated Paint.** Paint from numerous individual containers that has been mixed together in a 5-gallon container for reuse.
- 2.11 Electronic Waste.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. Electronic waste may

include, but is not limited to, computers and computer peripherals and laboratory, communications, audio, video and office equipment.

- 2.12 Event.** A temporary Collection Site that accepts either or both Program Wastes and Program Products for a limited period of time.
- 2.13 Hazardous Waste.** Waste as defined in Minn. Stat. §116.06, Subd. 11.
- 2.14 Household.** Household as defined in Minn. Stat. §115A.96, Subd. 1(a).
- 2.15 Household Hazardous Waste (HHW).** Waste as defined in Minn. Stat. §115A.96, Subd. 1(b).
- 2.16 HHW Program.** The Program operated by the Authorized Program and the MPCA, pursuant to this Agreement, which shall include the following major elements: (1) an HHW Education and Waste Reduction Program; and (2) a Management Facility or Facilities.
- 2.17 ID Number.** The site-specific identification number that the MPCA obtains for the HHW Program in accordance with Clause 7.2 of this Agreement.
- 2.18 Internal Transportation.** The use of county employees or independent contractors selected by the authorized county to transport Program Products from one Collection Site or Event to be consolidated at another Collection Site or Event.
- 2.19 Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites located in the Service Area that accept Program Wastes for proper collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 2.20 Optional Program Wastes.** Wastes listed in Clause 7.3 of this Agreement.
- 2.21 Participating County.** A county or other governmental unit located partially or completely within the Service Area of an Authorized Program that has signed an agreement for participation in the Regional Program. The Participating Counties for this Agreement include those listed in **Exhibit C**.
- 2.22 Processing.** The bulking, treatment or recycling, and/or disposal of Program Products.
- 2.23 Processing Facility.** A non-Collection Site where Processing occurs.
- 2.24 Product Stewardship Program.** A product-centered approach to environmental protection that calls on those in the product life cycle - manufacturers, retailers, users, and disposers - to share responsibility for reducing the environmental impacts of products.
- 2.25 Program Products.** The products collected under the MPCA-approved PaintCare Architectural Paint Product Stewardship Program plan.
- 2.26 Program Wastes.** HHW and Optional Program Wastes listed in Clause 7.3 of this Agreement.
- 2.27 Qualified Participating Households.** Households that deliver residential Household Hazardous Waste generated within Minnesota to an Authorized Program or Participating County that meet the criteria in Clause 3.3.
- 2.28 Reciprocal Use Agreements.** Agreements entered into by the Authorized Program allowing use of a Management Facility for Program Waste generated outside the Service Area.
- 2.29 Regional Program.** The HHW Program or services provided by two or more counties or governmental units acting jointly to manage a HHW Program.
- 2.30 Reuse.** The activity of providing or donating collected Program Products or Program Wastes to the public for its original purpose.
- 2.31 Service Area.** The area included within the boundaries of the Authorized Program or Regional HHW Program as identified in **Exhibit C**.
- 2.32 State Contract.** Contracts entered into by the State of Minnesota and that are made available for the off-site management of HHW generated by Authorized Programs under the State's

Cooperative Purchasing Venture established pursuant to Minn. Stat. §16C.03, subdivision 10. Entities eligible to participate under the cooperative purchasing venture are described in Minn. Stat. §16C.105.

- 2.33 State Administration Contracts.** Contracts entered into by the State of Minnesota and that are made available for the management of Program Wastes. These include: H-69(5) Hazardous Waste Management; H-79(5) Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management; H-90(5) Used Electronic and Electronic Component Recycling and Management; Waste Disposal; W-192(5) Infectious (Biomedical); and H-94(5) Used Oil, Filter, Absorbent and Antifreeze Management.
 - 2.34 State Contractor Services.** Waste management services performed for HHW Program activities and made available by the State of Minnesota through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
 - 2.35 State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
 - 2.36 State's Authorized Transporter.** Has the same meaning as the Agency's Authorized Transporter.
 - 2.37 Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations CFR 40, §273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with Minn. Rules Part 7045.1400.
 - 2.38 Very Small Quantity Generator or VSQG.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules Part 7045.0206, subp. 4, and who has not lost VSQG status due to quantity of generation or over-accumulation.
 - 2.39 VSQG Wastes.** Hazardous Wastes generated by a VSQG.
 - 2.40 Waste to Energy.** The combustion of waste latex paint that cannot be made into recycled content paint to produce energy at a permitted waste combustor.
- 3. Payment, Reporting and Funding.**
- 3.1 Payment.**
 - 3.1.1.** The total obligation of the MPCA under this Agreement will not exceed **\$600,000.00 (Six Hundred Thousand Dollars) annually or \$3,000,000.00 (Three Million Dollars)** over the contract term, unless additional money becomes available in accordance with Clause 3.1.2.
 - 3.1.2.** If the MPCA enters into income agreements with a 3rd party funding entity, or determines that a portion of any grants or additional appropriations received by the MPCA should be provided to the Authorized Program to fund work that is completed by the Authorized Program, the Authorized Program shall be reimbursed per this Agreement, or other allocation formula developed to distribute additional money, at the sole discretion of the MPCA.
 - 3.2 Funding Terms for HHW Program Operation.** This Clause describes the method used to determine the amount paid to the Authorized Program for the purpose of reimbursing the Authorized Program and Participating Counties for providing a HHW Program. The Authorized Program may allocate the funding provided by the MPCA among the Participating

Counties in any manner agreeable to the Authorized Program and the Participating Counties, without regard to the formula used in Clause 3.3 to calculate total Regional Program funding.

The MPCA shall determine, each fiscal year, the total amount to be allocated to the Authorized Programs for providing a HHW Program; the “Base Funding Amount”. The MPCA agrees to reimburse each Regional Program for a portion of its HHW Program expenses each state fiscal year in accordance with the formula in Clause 3.3. The MPCA may periodically adjust the Base Funding Amount payable to the Regional Programs, based on the total funds available to the MPCA. There is no minimum payment guaranteed by this Agreement. Payment amounts are not guaranteed.

The Base Funding Amount for each state fiscal year will be determined and communicated to the Authorized Program Representatives by the State’s Authorized Representative (SAR) on or before August 31 of each fiscal year. The Base Funding Amount may vary for each state fiscal year based on the amount the MPCA allocates to the Regional Programs to provide a HHW Program in accordance with Minn. Stat. §115A.96.

The MPCA will utilize the HHW Program data submitted by the Authorized Program’s Representative as described in Clause 3.4 below to make payments to the Authorized Program as described in Clause 3.3.

The MPCA may allocate uncommitted funds remaining after settlement of MPCA expenses, if any, to the Regional Programs using the formula in Clause 3.3. The MPCA will pay this “Supplemental Funding Amount” in full to the Regional Programs by August 31 after the end of each biennium.

If MPCA budgetary reductions occur after payments have been made that result in excessive payments, the Authorized Program agrees to return the excess amount to the MPCA within 60 days of the date of MPCA’s written notice to the Authorized Program of the budget reduction and the excess amount to be returned.

3.3 Funding Formula for HHW Program Operations.

The MPCA will determine the reimbursement amount for the Regional Program by allocating the **Base Funding Amount** as follows:

$$\begin{aligned} & [((\text{Base Funding Amount} \times \frac{1}{2}) / 80) \times (\text{number of counties in service area})] \\ & + \\ & [(\text{Base Funding Amount} \times \frac{1}{2}) \times \\ & \quad (\text{Total Qualified Participating Households delivering waste to the Regional} \\ & \quad \text{Program} / \text{Total Qualified Participating Households delivering waste to all Regional} \\ & \quad \text{Programs})] \end{aligned}$$

The MPCA will determine the supplemental reimbursement amount by allocating the **Supplemental Funding Amount** as follows:

$$\begin{aligned} & [((\text{Supplemental Funding Amount} \times \frac{1}{2}) / 80) \times (\text{number of counties in service area})] \\ & + \\ & [(\text{Supplemental Funding Amount} \times \frac{1}{2}) \times \\ & \quad (\text{Total Qualified Participating Households delivering waste to the} \\ & \quad \text{Regional Program} / \text{Total Qualified Participating Households delivering waste to all} \\ & \quad \text{Regional Programs})] \end{aligned}$$

Total Qualified Participating Households are those that meet the following criteria:

- One participant will be credited for the waste generated from one household. If more than one household is included in a delivery to a facility or collection, the actual number of households may be counted as qualified participating households, provided proper documentation is kept.
- Each of the multiple deliveries from the same participant within a calendar year may be counted.
- Participants that only deliver the following wastes will not be counted as Qualified Participating Households: batteries, antifreeze, circuit boards, Polychlorinated Biphenyls (PCBs) ballasts, Cathode Ray Tubes (CRTs) and other electronic devices, fluorescent lamps, used motor oil and filters, mercury thermometers from dedicated thermometer exchange events, compressed gas cylinders, pharmaceuticals, sharps, ammunition and/or fireworks.
- Participants that only remove items from product reuse shelves will not be counted as Qualified Participating Households.
- Waste that is abandoned at a facility or collection location may be counted as one participant if properly documented. No more than 5% of total participation may be accounted for in this manner.
- Participants from HHW collection efforts related to natural disasters will be evaluated by the MPCA for qualification on a case-by-case basis.
- Very Small Quantity Generators will not be counted.

If a Regional Program or Participating County changes or ends Regional Program affiliation during a state fiscal year, reimbursements for the HHW Program will be prorated between the Regional Programs that the Participating County was affiliated with during the fiscal year. Reimbursements will be prorated based on the percentage of the fiscal year that a Participating County was affiliated with a Regional Program and on the number of participants served within each Regional Program. A different method for reallocating reimbursements made by the MPCA may be used with the mutual consent of the MPCA and the affected Regional Programs.

3.4 Annual Reporting for HHW Programs.

The Authorized Program shall enter calendar year participation, financial, and waste stream data for its HHW and VSQG Programs into the Agency's HHW and VSQG Report Database (Database) at least annually. The Database access will be provided by the SAR by December 15 of each year. The Authorized Program will forward access information to all Participating Counties that enter their own HHW Program data, and instruct them on how to enter the data. The Authorized Program Representative will verify that the Program data entered for or by each Participating County is complete and that the participation totals are accurate.

Annual data entry shall be completed by April 1 of each year. Upon completion of Regional Program data entry, the Authorized Program's Representative shall notify the SAR that data entry is complete by submitting to the SAR the signed certification form provided by the SAR. The SAR may review the Regional Program data and may require the Authorized Program or its Participating Counties to make corrections to the data if errors are found.

The HHW Program data provided and certified as complete by the Authorized Program on or before April 1 of each year will be considered final. If the Authorized Program does not provide HHW Program data using the access system and certify completion, the Authorized Program will not be eligible for the reimbursement amounts for that fiscal year. If the Authorized Program does not submit and certify Program data from one or more Participating Counties, the amount of the reimbursement received by the Authorized Program will be reduced based on the formulas in Clause 3.3 of this Agreement. The SAR will review and confirm the qualifying participation numbers received from each Authorized Program and reimburse the Authorized Program by June 30 of each state fiscal year.

The MPCA shall compile and prepare reports on the statewide HHW Program, including the information received from the Authorized Programs, by December 1 of each year. Reports will be available to the public in accordance with Clause 16 of this Agreement. The MPCA shall provide the Authorized Program Representative with a copy of any reports it prepares for the legislature or other entities that includes data submitted by the Authorized Program.

3.5 Reporting for Authorized Product Stewardship Activities.

The Authorized Program shall provide the reporting information outlined in **Exhibit B** on the forms provided by the Product Stewardship Program. The report form and supporting documentation described in **Exhibit B** shall be provided to the MPCA and the Product Stewardship Program Representative at the frequency set forth in **Exhibit B**. Any reporting discrepancies or questions shall be resolved between the Product Stewardship Program Representative and the Authorized Program. Program Products collected from households or businesses not located in Minnesota are not eligible for reimbursement.

3.6 Invoicing for Authorized Product Stewardship Activities.

The MPCA will reimburse the Authorized Program for all Authorized Activities listed in **Exhibit A** in accordance with the associated rates. To receive payment for Authorized Activities, the Authorized Program shall provide the MPCA an invoice for the total amount to be reimbursed for completing the Authorized Activities listed in **Exhibit A**. The invoice for Authorized Activities shall be submitted to the MPCA in accordance with the schedule in **Exhibit B**.

3.7 Reimbursement for Authorized Product Stewardship Activities.

The MPCA shall prepare a summary invoice representing the total reimbursement to the Authorized Program for completing Authorized Activities. The MPCA shall deliver the summary invoice to the Product Stewardship Program Representative for review and payment in accordance with the schedule in **Exhibit B**. All invoice discrepancies or questions for specific county invoices shall be resolved between the Product Stewardship Program Representative and the Authorized Program. The Product Stewardship Program shall forward, to the MPCA, payment for work performed for the final-approved invoice in accordance with the Schedule in **Exhibit B**. The MPCA shall distribute this payment to the Authorized Program in accordance with the Schedule in **Exhibit B**. The payment amount for Authorized Activities received by the Authorized Program will constitute the final payment for Authorized Activities for the time period covered by the payment. The Authorized Program is responsible for distributing payments to Participating Counties within the Regional Program.

4. Reciprocal Use Agreements.

The Authorized Program may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of its Management Facilities. The Authorized Program may enter into a Reciprocal Use Agreement with a county or governmental entity either within or outside of the State of Minnesota provided the following information is maintained separately by the Authorized Program: County or entity name, the number of participants using the facility and the waste volumes collected.

5. Education and Waste Reduction Program.

The Authorized Program shall operate an education and waste reduction program in coordination with the MPCA and in accordance with Minn. Stat. §115A.96, Subd. 6(a). The purpose of the program is to assist and inform the public concerning the proper management, identification, and reduction of Program Wastes. The MPCA shall make education and waste reduction materials available to the Authorized Program. The Authorized Program may work with a Product Stewardship Program to develop, share or use materials with that entity. The Authorized Program and Participating Counties shall not utilize the name of the Product Stewardship Program, their mark, or their logo without first obtaining written consent from the Product Stewardship Program.

6. HHW Program Operations and Training.

6.1 Training. The MPCA and the Authorized Program will jointly develop a training program that may be accessed by Authorized Program staff. This training program may contain information from Product Stewardship Programs or other entities that partner with Counties in managing Program Wastes or Program Products.

6.2 Standard Operating Procedures. The MPCA shall work with the Authorized Program to develop and make available generic standard operating procedures. The Authorized Program shall develop Management Facility specific standard operating procedures based on the generic standards available on the MPCA's website. The Management Facility specific standards shall not be less restrictive than the generic standards.

7. Waste Acceptance and Management.

7.1 The Authorized Program shall provide for the operation of Management Facilities in accordance with this Agreement and all applicable federal and state rules, regulations, standards, and permit requirements. If a Management Facility is privately owned or operated, the Authorized Program shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.

7.2 The Authorized Program shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Optional Program Wastes listed in Clause 7.3 below upon obtaining all applicable governmental approvals. The Authorized Program may manage any waste listed below and commingle said wastes with HHW and manage said wastes under the ID Number acquired by the MPCA. The MPCA shall complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the MPCA for each Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. The Authorized Program may also choose to obtain or retain its own ID Numbers for its Management Facilities, if the wastes are managed in accordance with this Agreement and all applicable rules, regulations, permits and policies.

- 7.3** Program Wastes which may be accepted and commingled with HHW and which may be shipped under the MPCA's ID number include:
- (a) HHW generated outside the Service Area and which is accepted in accordance with Minn. Rules Part 7045.0310, subp. 6;
 - (b) Hazardous wastes generated by a VSQG;
 - (c) Abandoned wastes that the Authorized Program agrees to manage;
 - (d) Federal Universal Waste, defined in the CFR, title 40, section 273.9, and in Minn. Rules Part 7045.1400 including: fluorescent or high-intensity discharge lamps, mercury-containing devices, pesticides, and batteries; and any additional waste streams added to the Federal Universal Waste list that are adopted by the MPCA during the term of this Agreement;
 - (e) Architectural Paint or Program Products;
 - (f) Electronic Waste; and
 - (g) Latex wastes, used oil and used oil filters, antifreeze, sharps and any other wastes managed under the State of Minnesota Contracts listed in Clause 2.33.

However, if the Authorized Program seeks reimbursement under Clauses 3.5 and 3.6, Architectural Paint and Program Wastes may not be commingled.

- 7.4** At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, the Authorized Program and its contractor shall cease to use the ID Number acquired by the MPCA. If Hazardous Waste will no longer be manifested from the Management Facility, the MPCA will cancel the ID number. If the Authorized Program plans to continue to manifest Hazardous Waste from a Management Facility the Authorized Program shall, within 7 days of cancellation or non-renewal, submit a "Subsequent Notification" form to the entity authorized to assign ID Numbers. The Authorized Program shall provide, to the SAR, documentation confirming that the number has been reassigned within 30 days of expiration or cancellation of this Agreement.

- 7.5** Nothing in this Agreement is intended to preclude the collection, management, or storage of waste which is not Program Wastes at the Management Facility, provided that the Authorized Program neither commingles the waste with Program Wastes nor uses the MPCA's ID number when shipping said waste.

8. Manifest Signature.

The Authorized Program shall provide written documentation to the MPCA demonstrating that its staff and its contractor's staff have been certified by their employer to sign manifests in accordance with Department of Transportation (DOT) regulations CFR Title 49, §172.704. The Authorized Program shall also provide documentation to the MPCA demonstrating that its staff and its contractor's staff have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. Documentation shall be in the form of a letter from the employer to the SAR that confirms that staff are certified and trained and shall be signed by the Authorized Program's Representative. Documentation shall be maintained in accordance with Clause 21 of this Agreement. Authorized Program and contractor staff shall not sign manifests prior to submitting documentation to the MPCA. Waste shipped on a manifest signed by Authorized Program or contractor staff for which documentation has not been submitted prior to signature shall not be covered by the indemnification provided in Clause 20.2 of this Agreement.

The Authorized Program shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Clause 21 of this Agreement. The Authorized Program shall notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397. If a Management Facility is privately operated, the Authorized Program shall include a provision in its contract with the private operator that requires the operator to notify the SAR if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397.

9. Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility.

In accordance with Minn. Rules Part 7045.0310, subp. 6, the Authorized Program may request in writing, approval to store Program Wastes for more than 90 days or to accept Program Wastes from other Management Facilities. The Authorized Program shall not store Program Wastes for more than 90 days and/or accept Program Wastes from other Management Facilities until written approval has been received.

10. Alternative Management of Program Wastes.

In accordance with Minn. Rules Part 7045.0310, subp. 7, the Authorized Program may request in writing MPCA approval to treat Program Wastes onsite or manage Program Wastes at a facility not regulated pursuant to Minn. Rules Parts 7045.0208, subp. 1, or 7045.0310 (alternative management facility). The Authorized Program shall not treat Program Wastes onsite or deliver Program Wastes to an alternative management facility until written approval is received from the MPCA. Requests for treating waste on-site should be submitted to the SAR.

11. State Contractor Services.

11.1 The MPCA, through its State of Minnesota Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. The MPCA shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter, and any time thereafter, to avoid liability to the Authorized Program and any Participating Counties. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, and this Agreement.

11.2 The MPCA shall make available to the Authorized Program, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State of Minnesota Contracts and this Agreement. Except as may be provided in other agreements between the parties, the Authorized Program shall pay for the cost of State Contractor Services in accordance with the terms of the Contracts with the State's Authorized Transporter. The MPCA shall consult with the counties in the procurement of State Contractor Services and in the development of the terms and conditions of the State of Minnesota Contracts.

11.3 The MPCA agrees to include a clause in any waste management contract developed for use by the HHW Program indemnifying and holding the State, Authorized Program and any Participating County harmless from all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the

contractor, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.

11.4 The MPCA shall investigate and resolve matters related to the failure of the State's Authorized Transporters to perform services in accordance with the terms of the State of Minnesota Contracts listed in Clause 2.33. The MPCA shall notify the Authorized Program when it receives notice of a release to the environment by a State's Authorized Transporter.

11.5 The provisions of Clause 20.2 of this Agreement shall apply to Program Wastes collected pursuant to this Agreement that are transported by the State's Authorized Transporter. Use of the State's Authorized Transporter shall constitute use of the Agency's Authorized Transporter within the meaning of Minn. Stat. §115A.96, Subd. 7. Additionally, the Authorized Program shall be deemed to be using the State's Authorized Transporter if the Authorized Program contracts directly with the State's Authorized Transporter and wholly incorporates the terms of a State Authorized Contract for State Contractor Services.

11.6 The Authorized Program is encouraged, but not required, to use State Contractor Services for the operation of a Management Facility. If the Authorized Program chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 20.2 of this Agreement shall not apply to such Program Wastes. The Authorized Program and Participating Counties shall use State Contractor Services for the off-site management of Architectural Paint or Program Products for which the Authorized Program and Participating Counties seek reimbursement in accordance with Clauses 3.5 and 3.6 of this Agreement.

11.7 The SAR shall provide information to the Authorized Program regarding the location of the State of Minnesota Contracts so that the Authorized Program can readily access State of Minnesota Contracts for transportation and disposal.

12. Required Equipment and Inspections.

The Authorized Program shall arrange for the provision, inspection, maintenance and recordkeeping for all the safety equipment, personal protective equipment and other equipment necessary for HHW Program operations.

13. Closure.

The Authorized Program is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 7.4 of this Agreement. If approval to accept and store waste has been received pursuant to Clause 9 of this Agreement, the Authorized Program shall arrange for the proper closure of the Management Facility in accordance with the terms of said approval.

14. Product Stewardship.

The MPCA shall inform the Authorized Program of projects and opportunities related to product stewardship. The MPCA will support Authorized Program participation by reviewing initiatives and assisting in the resolution of issues that arise with implementation of product stewardship initiatives. The MPCA may, at its sole discretion, provide supplies and public information materials to assist with implementation of product stewardship based efforts.

15. Authorized Representatives.

The State's Authorized Representative is **Jennifer Volkman**, HHW Program Coordinator, MPCA, 520 Lafayette Road, St. Paul, MN 55155, jennifer.volkman@state.mn.us, 651-757-2801, or her successor.

The Authorized Program's Representative is **Sarah Young**, SW Coordinator, McLeod County, 1065 5th Avenue SE, Hutchinson MN 55350, Sarah.young@co.mcleod.mn.us, 320-484-4319, or her successor.

16. Government Data Practices.

The Authorized Program and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State or Authorized Program under this Joint Powers Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Authorized Program under the Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this Clause by either the Authorized Program or the State. If the Authorized Program receives a request to release the data referred to in this Clause, the Authorized Program must immediately notify the State.

17. Compliance with Laws.

All acts performed by the parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws.

18. Dispute Resolution.

In the event of a dispute between the parties arising out of this Agreement, either due to alleged non-compliance with the terms, or a disagreement regarding the terms, the parties agree to engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

19. Assignment, Amendments, Waiver, and Contract Complete.

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

19.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

- 19.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.
- 19.4 No Waiver.** Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits governmental liability.
- 19.5 Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Authorized Program. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

20. Liability and Indemnification.

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

- 20.1 Liability to third persons.** The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person, except for rights granted to Participating Counties as third party beneficiaries of this Section.
- 20.2 State Indemnification.** The Authorized Program and the State acknowledge and agree that the Authorized Program and any Participating Counties are indemnified by the State as provided for in Minn. Stat. §115A.96, Subd. 7. In the event that Minn. Stat. §115A.96, Subd. 7, is inapplicable to a specific situation, then the State and the Authorized Program agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. §3.736 for the State and Minn. Stat. Ch. 466 for the Authorized Program.

21. State Audits.

Under Minn. Stat. §16C.05, Subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

22. Governing Law and Venue.

- 22.1** This Agreement and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.
- 22.2** Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

23. Termination.

The State or Commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 180 days written notice to the Authorized Program. The Authorized Program may cancel this Agreement, with or without cause, by providing written notification to the State's Authorized Representative at least 180 days prior to the date of cancellation.

24. Termination for Insufficient Funding.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the Authorized Program. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Authorized Program will be

entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Authorized Program notice of the lack of funding within a reasonable time of the State's receipt of that notice.

25. E-Verify Certification (In accordance with Minn. Stat. §16C.075).

For services valued in excess of \$50,000, the Authorized Program certifies that as of the date of services performed on behalf of the State, the Authorized Program and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. The Authorized Program is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Authorized Program and made available to the State upon request.

26. Survival of Terms.

The following Clauses survive the expiration or cancellation of this Agreement: 7.4 ID numbers; 16 Government Data Practices; 17 Compliance with Laws; 20 Liability and Indemnification; 21 State Audits and 22 Governing Law and Venue.

27. Exhibits.

The following Exhibits A, B, and C are attached and incorporated into this Agreement:

Exhibit A - Authorized Activity List and Pricing Formulas

Exhibit B - Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

Exhibit C - Authorized Programs and Participating Counties

THIS AGREEMENT is between PaintCare, a Delaware Corporation, 901 New York Ave., N.W., Suite 300 West, Washington, D.C. 20001 (“PaintCare”) and the County of McLeod, State of Minnesota, 1065 5th Avenue SE Hutchinson, MN 55350 (“County”).

WHEREAS, PaintCare is a stewardship organization appointed by one or more producers of architectural paint to organize, implement and administer a product stewardship plan that meets the program requirements of the Minnesota Architectural Paint Recovery Program, as set forth in Minnesota Statutes Section 115A.1415 (“Program”); and

WHEREAS, Minnesota Statute 115A.1415 defines “Architectural Paint” as interior and exterior architectural coatings sold in containers of five gallons or less. Architectural paint does not include industrial coatings, original equipment coatings, or specialty coatings

WHEREAS, the County, through its household hazardous waste program, and its very small quantity generator collection program, if applicable, collects architectural paint and utilizes the State’s contractor to manage and transport architectural paint collected from the public; and

WHEREAS, PaintCare has an agreement, Contract No. 00000000000000000000134167, which may be modified from time to time by amendments and/or successor contracts and which may be identified by different contract numbers, with the Minnesota Pollution Control Agency (“MPCA”) to pay the MPCA for the collection and management of architectural paint by Minnesota counties (collectively referred to as the “PaintCare-MPCA Agreement”), attached as Attachment A and incorporated by this reference; and

WHEREAS, the MPCA has an agreement, Contract No. 00000000000000000000132089 which may be modified from time to time by amendments and/or successor contracts and which may be identified by different contract numbers, with Minnesota counties to pay each county those funds remitted by PaintCare to MPCA for services related to architectural paint collected by each county (collectively referred to as the “MPCA-County Agreement”) attached as Attachment B and incorporated by this reference; and

WHEREAS, to further facilitate compliance with Minnesota Statutes Section 115A.1415, PaintCare desires to enter into an agreement with County for the sole purpose of establishing indemnification rights and obligations and insurance protections;

NOW, THEREFORE, PaintCare and the County agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the term established in the PaintCare-MPCA Agreement including any amendments. This Agreement shall expire on the date of an early termination of the PaintCare-MPCA Agreement due to any reason. This Agreement shall also expire if County withdraws or is terminated from the Program under the terms of the PaintCare-MPCA Agreement. The indemnification obligations of PaintCare and County incurred under this Agreement will survive beyond the expiration of this Agreement.

2. INDEMNIFICATION

Each party 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 liability of the County is subject to applicable law.

The County shall defend, indemnify, and hold harmless PaintCare, Inc. from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with any transportation, management or disposal of architectural paint prior to the time that the architectural paint permanently leaves the County's possession and comes into the possession of the MPCA's authorized transporter except during the time that the architectural paint is transported between County facilities by an MPCA authorized transporter. This indemnification obligation by the County does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action result from the negligence, willful misconduct, or breach of this Agreement attributable to PaintCare, its agents, directors, or employees, or attributable to transportation, management or disposal of the architectural paint after the architectural paint permanently leaves the County's possession and comes into the possession of the MPCA's authorized transporter or during the time that the architectural paint is transported between County facilities by an MPCA authorized transporter.

PaintCare shall defend, indemnify and hold harmless the County from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with PaintCare's performance of its obligations under the PaintCare-MPCA Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of the MPCA-County Agreement or the PaintCare-MPCA Agreement attributable to the County, its agents, elected officials, or employees.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS OTHER THAN ANY APPLICABLE LIMITS IMPOSED BY MINNESOTA LAW.

3. INSURANCE

3.1 (MCIT Counties Only) (County Obligation) PaintCare acknowledges that the County is a member of the Minnesota Counties Intergovernmental Trust (MCIT) – a joint-powers entity

under Minnesota law. The County agrees to maintain, for the duration of this contract, coverage at the levels and with terms customarily available through MCIT, subject to and in accordance with the following provisions:

- A) All coverages will be maintained in accordance with the MCIT Coverage Document, as the same may from time to time be amended.
- B) All coverage will be maintained to be sufficient to meet the maximum liability amounts for Minnesota municipalities set forth in Minnesota Statutes, section 466.04.
- C) Nothing in the agreement shall be construed as requiring the County to obtain private insurance at any time for any purpose.

County will take steps necessary and sufficient to make PaintCare, Inc. an Additional Covered Party under the MCIT Coverage Document, as the same may be amended from time to time, and provide proof of the same. It is understood and agreed that the scope of coverage for PaintCare as an additional covered party is no greater, than the scope of the County indemnification obligation stated in paragraph 2 above.

3.2 (PaintCare) PaintCare at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, "PaintCare Required Insurance"):

- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.
- b. Environmental Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$ 1,000,000 in the aggregate.

The PaintCare Required Insurance must include the County and its agents, elected officials, and employees as additional insured (by blanket endorsement) PaintCare shall provide a certificate of insurance evidencing insurance complying with the above requirements. Upon receiving a written request from the Service Provider, PaintCare shall provide a certificate of insurance evidencing insurance complying with the above requirements. All PaintCare Required Insurance is subject to audit and review by the MPCA or its designees at any time.

4. NOTICE

The County shall notify PaintCare on the same day that it notifies the MPCA or the PCA or other state or federal agency after discovering any release of material at a Collection Site that requires reporting to a governmental authority under state or federal law.

5. RIGHT TO INSPECT

The County will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to all amounts invoiced to PaintCare (either directly or via MPCA). The County will permit PaintCare or its designee to audit, examine, and

make excerpts and transcripts of such materials during the County's regular business hours. The County shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the generation date of the applicable record or data.

PaintCare may inspect, with full access, the County's Collection Sites during normal hours of operation, as well as any other site where the County manages or stores Program Products. PaintCare will provide the County with at least five (5) business days' notice prior to any such inspection, and if requested by County, an inspection checklist.

County will provide access to records and site inspection within five (5) days of receipt of the notice, **or if such timing is not feasible**, within a reasonable period of time thereafter **not to exceed fifteen (15) days, unless otherwise agreed to by both parties**.

6. COLLECTION OPERATIONS

PaintCare and County acknowledge that the County, not PaintCare, has direct control over the operations in the County.

County shall abide by the Standard Operating Procedures as required in the MPCA-County Agreement.

7. ENTIRE AGREEMENT

The entire Agreement between the parties is contained here and this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

8. GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota without giving effect to the principles of conflict of laws. All litigation regarding this Agreement shall be venued in a court of competent jurisdiction in the State. Each party consents to personal and subject matter jurisdiction of the courts of the State for all purposes related to this Agreement.

9. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set for below.

PaintCare

McLeod County

Authorized Signatory
PaintCare Inc.

Joseph Nagel
McLeod County Board Chair

Print Name

Date: _____

Print Title

Cynthia Ford Schultz
McLeod County Auditor/Treasurer
McLeod County Interim Administrator

Date: _____

Date: _____

APPROVED AS TO FORM & EXECUTION

Michael Junge
McLeod County Attorney

Date: _____

**HOUSEHOLD HAZARDOUS WASTE
COUNTY USE AGREEMENT**

THIS AGREEMENT is between Meeker County and McLeod County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the “Counties”).

WHEREAS, each County provides a Household Hazardous Waste management program, in some form, for its residents; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability and convenience of Management Facilities and options for responsible disposal of Household Hazardous Waste and other Problem Materials, by allowing expanded use of the McLeod County Management Facility; and

WHEREAS, the Counties desire to create a mechanism whereby residents of Meeker County may use the McLeod County Management Facility; and

WHEREAS, in 2002, the Minnesota Legislature passed Minn. Stat. Section 115A.96, subd. 7, indemnifying counties for claims arising out of the transportation and disposal of waste managed in accordance with the State Household Hazardous Waste Operations Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism for allowing for the use of McLeod County Management Facility and providing for the payment of costs incurred by McLeod County when receiving household hazardous waste and other problem materials from residents of Meeker County.

2. TERM

The terms of this Agreement shall commence on January 1, 2018, and shall expire on December 31, 2020, unless terminated earlier through the mechanisms provided herein.

3. DEFINITIONS

The terms used in this contract shall have the following meanings:

- a. Authorized Facility or Authorized Facilities shall mean a facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Wastes in accordance with the contract between the County and the State of

Minnesota, hereinafter referred to as the State Household Hazardous Waste Operations Contract.

- b. County shall mean McLeod or Meeker County.
- c. Counties shall mean McLeod and Meeker Counties.
- d. County of Origin shall mean the County whose residents generated and delivered Program Wastes to a Management Facility in another county.
- e. EPA or MPCA Permitted Facility shall mean a facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of the type of household hazardous waste to be delivered under this Agreement.
- f. Household Hazardous Waste (HHW) shall mean waste as defined in Minn. Stat. §115A.96, subd. 1(b).
- g. Management Facility or Management Facilities shall mean a permanent collection site, authorized or staffed by the County that accepts Program Wastes for proper collection, management and storage.
- h. Participant shall mean a person or household who brings HHW to a Management Facility for collection and management.
- i. Problem Materials shall mean waste as defined in Minn. Stat. §115A.03, subd. 24a.
- j. Program Wastes shall mean wastes that the County accepts at a Management Facility. These wastes shall include HHW.
- k. Receiving County shall mean the County where a Management Facility received Program Wastes from a resident of the other County.
- l. Special Handling shall mean services including long-term storage or other extraordinary treatment and/or disposal practices.
- m. State Contracts shall mean contracts entered into by the State of Minnesota and made available for the management of Program Wastes. Such contracts include, but are not limited to, the State of Minnesota Hazardous Waste Management Contracts; Fluorescent/HID Lamps, Ballast and Mercury Products; Recycling and Disposal Contract; the Computers/Electronics Recycling and Waste Management Contract; the State of Minnesota Emergency Response Contract; and any other contract entered into by the State to manage Program Wastes.
- n. State Household Hazardous Waste Operations Contract shall mean the contract between Counties and the State of Minnesota for the operation of HHW Management Facilities (2002, as amended).
- o. Terminate or Withdraw, which may be used here interchangeable, shall mean ending this Agreement prematurely according to the mechanisms described in Sections 12 and/or 13, as contained herein.

4. USE

The Counties agree:

- a. that a resident from Meeker County may use the McLeod County Management Facility to the same extent that the Management Facility is available to residents of McLeod County. McLeod County, however, shall have the right to refuse to accept wastes that will require Special Handling;
- b. that each County shall comply with the requirements as set forth in the State Household Hazardous Waste Operations Contract;
- c. that each County shall provide a HHW management program meeting the requirements of Minn. Stat. §473.804 and §115A.96.

5. PAYMENT

- a. Meeker County shall pay to McLeod County a fee per vehicle, as calculated according to Section 5.c., plus any Special Handling costs. In addition, McLeod County may charge Meeker County an administrative fee of \$5.00 per vehicle served. All fees collected shall be used to offset McLeod County's costs of managing Program Wastes.
- b. McLeod County shall invoice Meeker County on a regular basis of once or twice per year, for HHW services provided to residents of Meeker County. The final invoice for each year shall be provided no later than March 1 of the following year. These invoices shall provide supporting documentation and specify the number of vehicles from Meeker County using McLeod County's Management Facility, along with the name and address of each participant and the date the service was provided. The invoice shall also include McLeod County's calculated cost per participant for the previous year, and any Special Handling Costs incurred for waste from Meeker County, the administrative charge, and the total amount due. Meeker County shall pay McLeod County within thirty (30) days of receipt of the invoice. The participant documentation should be provided in an electronic format, if requested and available. Invoices shall be recent to the individuals listed in section 5.d.
- c. At the end of each calendar year, McLeod County shall determine the average cost-per-participant by dividing the total annual costs of managing Program Wastes during the previous year (less certain revenues which offset the costs of managing Program Wastes) by the total number of participants served by that HHW Program during the previous year. Revenues that might offset the costs of HHW management include reimbursements, donations, fees, material sales, and other revenues that reduce McLeod County's cost of managing Program Wastes.
- d. The following individuals shall be considered the contacts for this agreement:

<p>McLeod Co Solid Waste Management 1065 5th Avenue SE Hutchinson, MN 55350 320-234-4319</p>	<p>Meeker County Administrator 325 N Sibley Avenue Litchfield, MN 55355 320-693-5201</p>
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6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO MANAGEMENT FACILITIES

Each County shall allow the other County and the State of Minnesota, pursuant to Minn. Stat. §16C.05, subd. 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the Management Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable Federal, State or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits or, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire Agreement of the parties and that these Agreements supersede all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement; any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by both Counties.

12. TERMINATION

This Agreement shall terminate under the following circumstances:

- a. By mutual written Agreement of both Counties; or
- b. When necessitated by law or as a result of a decision by a court of competent jurisdiction.

13. WITHDRAWAL/EFFECT OF WITHDRAWAL

A County may withdraw from this Agreement, with or without cause, by providing ninety (90) days' written notice to the other County. Withdrawal shall not act to discharge any liability incurred by any County before the effective date of withdrawal, including payments or credits due to the other County. Such liability shall continue until appropriately discharged by law or agreement. If Meeker County withdraws, its residents may no longer use Management Facilities in McLeod County.

14. EFFECT OF TERMINATION

Termination shall not discharge any liability, responsibility, or right created or incurred by the Counties and shall not affect the obligations set forth in Sections 5, 6 and 15 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

15. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. The Counties agree that each County will be responsible for its own acts and the results thereof and shall not be responsible for the acts of any other County and the results thereof. Each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Environmental Impairment Claims. It is the intention of the Counties that McLeod County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment

(hereinafter “Superfund Liability”) resulting from the operation of McLeod County’s HHW program. McLeod County shall defend, indemnify and hold harmless Meeker County pursuant to Section 15(a) for any Superfund Liability resulting from Meeker County’s HHW program, including Superfund Liability related to waste delivered from Meeker County pursuant to this Agreement.

- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 15 are for the benefit of the Counties only and shall not establish, or themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. §466.02, or any other law, legislative or judicial, which limits governmental liability.

16. COUNTERPARTS

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. SURVIVAL

Sections 5, 6 and 15 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

McLeod County:

By: _____ Attest: _____
Chair, McLeod County Commissioners McLeod County Administrator

Date: _____

Approved as to form:

McLeod County Attorney

Date

Meeker County:

By: _____ Attest: _____
Chair, Meeker County Commissioners Meeker County Administrator

Date: _____

Approved as to form:

Meeker County Attorney

Date

HOUSEHOLD HAZARDOUS WASTE
INTER-COUNTY RECIPROCAL USE AGREEMENT
BETWEEN CARVER COUNTY AND MCLEOD COUNTY

THIS AGREEMENT is between Carver County and McLeod County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties").

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Household Hazardous Waste Facilities in each of the Counties; and

WHEREAS, the Counties may enter into agreements with the Minnesota Pollution Control Agency for the operation and management of Metropolitan Household Hazardous Waste Facilities; and

WHEREAS, the Counties each provide a Household Hazardous Waste management program for their residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Household Hazardous Waste Facilities by allowing reciprocal use of facilities; and

WHEREAS, the administrative cost for tracking waste origin is substantial and recognizing that waste has no borders, it is desirable that during the term of this Agreement the Counties will work together to find more efficient arrangements for managing waste received from residents of the other County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the reciprocal use of Household Hazardous Waste Facilities and to provide for payment of costs incurred by the County receiving household hazardous waste from residents of the other County.

2. TERM

This Agreement shall commence on January 1, 2018, and terminate on December 31, 2018, unless earlier terminated as provided herein.

3. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

- a. County shall mean Carver or McLeod County.
- b. County of Origin shall mean the County whose residents generated Household Hazardous Waste and delivered such HHW to a Household Hazardous Waste Facility in the other County.
- c. EPA or MPCA Permitted Facility shall mean a facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of the type of household hazardous waste to be delivered under this Agreement.
- d. Household Hazardous Waste (HHW) shall mean waste as defined in Minn. Stat. § 115A.96, subdivision 1(b).
- e. Household Hazardous Waste Facility shall mean a facility that consists of one or more collection, management, and/or storage facility or facilities which are located in one County and are available for use by residents of the other County. A Household Hazardous Waste Facility may consist of one or more stationary or mobile facilities. A Household Hazardous Waste Facility may be publicly or privately owned and/or operated.
- f. MPCA Approved Processing/Disposal Facilities shall mean facilities evaluated and approved by

the MPCA for the processing and/or disposal of HHW, the use of which the MPCA has authorized in writing.

- g. Problem Materials shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 24a.
- h. Program Wastes shall mean wastes that a County accepts at a Household Hazardous Waste Facility. These wastes shall include HHW. These wastes may also include Problem Materials that are not HHW.
- i. Receiving County shall mean the County where a Household Hazardous Waste Facility received waste from a resident of the other County.
- j. Special Handling shall mean services including long-term storage, handling by a bomb squad or other extraordinary treatment and/or disposal practices.
- k. State Contractor Services shall mean hazardous waste management services that are performed for either County's program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving and sorting HHW, packaging, repackaging, consulting, training and sampling, analysis, treatment, transportation, storage, and disposal.
- l. State Household Hazardous Waste Operations Contract shall mean the contract(s) between the Counties and the State of Minnesota for the operation of Household Hazardous Waste Facilities, as may be amended.

4. RECIPROCAL USE

The Counties agree that:

- a. Residents of either County may use a Household Hazardous Waste Facility in the other County to the same extent the facility is available to Receiving County residents. The Receiving County, however, shall have the right to refuse to accept HHW that will require Special Handling. The County of Origin shall use its best efforts to minimize the delivery of HHW requiring Special Handling by the Receiving County or its contractors;
- b. Each County shall comply with the requirements as set forth in the State Household Hazardous Waste Operations Contract; and
- c. Each County shall provide a HHW management program meeting the requirements of Minn. Stat. § 473.804 and § 115A.96.

5. PAYMENT

- a. Out of County residents using the other County's Household Hazardous Waste Facility shall be charged the same HHW rates applicable to Receiving County residents using the facility.
- b. On or before May 1st of the year subsequent to services actually provided, the County of Origin shall pay to the Receiving County a Per Vehicle Fee for each vehicle served from the County of Origin, calculated as set out below.
- c. The Receiving County shall invoice the County of Origin on or before March 1st, for the Reciprocal Use Fee due for the prior year of services. The invoice shall specify the following: number of vehicles from the County of Origin using the Receiving County's facility; the prior year's Per Vehicle Fee; and the total amount due. The County of Origin may request the addresses and dates of service for the vehicles included on the invoice.
- d. Representatives for each of the parties to this Agreement are listed below:

Carver County Environmental Services	McLeod County Solid Waste
Bill Fouks	Sarah Young

600 Fourth Street East
Chaska, MN 55318
bfouks@co.carver.mn.us

1065 5th Avenue SE
Hutchinson, MN 55350
sarah.young@co.mcleod.mn.us

- e. Upon request, the Counties shall disclose the annual cost, revenue and total number of vehicles served at its County facilities during the prior year to determine the prior year's Per Vehicle Fee. The Per Vehicle Fee shall be determined by each county on an annual, calendar year basis. The Per Vehicle Fee shall be equal to the annual cost of managing Program Waste, which includes: total cost of waste disposal, supplies, utilities, labor and training less the following annual revenues: reimbursements, donations, fees, and material sales, divided by the total number of vehicles using the HHW Facility, rounded to the nearest dollar. The costs and revenues are mutually agreed upon by the Counties.

6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO HOUSEHOLD HAZARDOUS WASTE FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the other County's Household Hazardous Waste Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each County.

12. TERMINATION

Either County may terminate this Agreement, with or without cause, by providing sixty (60) days' written notice to other County. Termination shall not act to discharge any liability incurred by any County before the effective date of termination, including payments due. Such liability shall continue until appropriately discharged by law or agreement. If a County terminates this Agreement, its residents may no longer use Household Hazardous Waste Facilities in the other County, nor will the terminating County be paid by the County of Origin for use of the terminating County's Household Hazardous Waste Facilities if it continues to accept Program Wastes from the other County after the effective date of the termination. In the event this Agreement is terminated, the Receiving County shall invoice the County of Origin based upon the total number of vehicles served up to the termination date calculated using vehicle-to-date information. Payment by the County of Origin shall be made within forty-five (45) days of the invoice date.

13. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. The Counties agree that each County will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other County and the results thereof. Each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Environmental Impairment Claims. It is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's HHW program. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 13(a) for any Superfund Liability resulting from the Receiving County's HHW program, including Superfund Liability related to waste delivered from the County of Origin pursuant to this Agreement.
- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 13 are for the benefit of the Counties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability or allow for stacking by any third party.

14. SURVIVAL

Sections 5, 6, 7 and 13 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

McLeod County:

By: _____ Attest: _____
Chair, McLeod County Commissioners McLeod County Administrator

Date: _____

Approved as to form:

McLeod County Attorney

Date

Carver County:

By: _____ Attest: _____
Chair, Carver County Commissioners Carver County Administrator

Date: _____

Approved as to form:

Carver County Attorney

Date

Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
Ship Collected Program Products Off-site, Using the State's Contractor	PaintCare agrees to reimburse the Authorized Programs ¹ through the MPCA for all collected Program Products transported off-site pursuant to the State Contract H-69 ² at the rate specified in the State Contract for the unit volume of collected Program Products managed in accordance with the State Contract. Incidental, Non-Program Products managed under the State Contracts will be reimbursed by PaintCare.	Eligible supplies ³ + Mobilization and line item waste stream pricing in the State Contract. The mobilization price shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment. + Line item waste stream pricing from the State Hazardous Waste Management Contract, H-69
Reuse Rate Per Container	PaintCare agrees to pay the Authorized Programs through the MPCA for each container of Program Product that is managed via reuse.	\$1.35 per container \$0.20/lb. Rate includes processing labor only.
Reuse Rate Per 5-Gallon Container of Consolidated Paint	PaintCare agrees to pay the Authorized Programs through the MPCA for each 5-gallon container of paint offered for reuse that is generated by consolidating several individual containers of paint into one 5-gallon container.	\$18.90 + The cost of the 5-gallon container if purchased at a price that is less than the State Contract price
Paint Bulking Rate for Oil Based Paint (Not for Reuse)	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Program and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$114.75 per Bulked 55-gallon drum Rate includes bulking labor only. Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.
Paint Bulking Rate for Latex Paint (Not for Reuse)	PaintCare agrees to pay the Authorized Programs through the MPCA for every 55-gallon drum of Program Products that is bulked by the Authorized Programs and picked up from a collection site for transportation pursuant to the State Contract H-69.	\$90 per Bulked 55-gallon drum Rate includes bulking labor only. Mobilization and management cost for drums and eligible supplies are additional as specified in the "Ship Collected Program Products" off-site activity.
HHW Program Internal Transportation	PaintCare agrees to pay the Authorized Programs	\$1.68/mile ⁴

Exhibit A: Authorized Activity List and Pricing Formulas

Authorized Activity	Activity Description	Costs Covered
Rate for Program Products	through the MPCA to transport collected Program Products between collection facilities or from events to collection facilities. Price includes labor and transport.	Per mile rate shall be adjusted by multiplying the mileage rate by the percent volume of Program Products contained in each shipment.

¹Authorized Programs are listed in Exhibit C, “Authorized Programs and Participating Counties”

²State Contract H-69, which is used by Authorized Counties to manage Program Products, is found here: [http://www.mmd.admin.state.mn.us/pdf/H-69\(5\).pdf](http://www.mmd.admin.state.mn.us/pdf/H-69(5).pdf)

³Eligible supplies include: non-DOT cubic-yard boxes, liners, lids and pallets; 55-gallon drums; 5 gallon containers used to consolidate paint; and totes used for bulking or shipment of Program Products.

⁴Rate based on data obtained from ATRI at <http://atri-online.org/wp-content/uploads/2016/10/ATRI-Operational-Costs-of-Trucking-2016-09-2016.pdf>

Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

Each report submitted by an Authorized Program, as listed in Exhibit C, “Authorized Programs and Participating Counties”, to MPCA and PaintCare using the form provided by PaintCare shall contain the following information:

1. The date and location of any events held by or on behalf of the Authorized Program or Participating County during the reporting period.
2. For all Collected Program Products managed by an Authorized Program or Participating County during the reporting period:
 - a. The total number of pounds or containers of Program Products (broken down by type - latex vs. oil-based) managed via Reuse, including Consolidated Paint;
 - b. The total number of gallons of latex Program Products managed as an ingredient for alternative daily cover;
 - c. The total number of gallons of latex Program Products managed via Waste-to-Energy;
 - d. The total number of 55-gallon drums of Bulked Program Products (broken down by type - latex vs. oil) that were picked up from the site pursuant to the State Contract;
 - e. Internal transportation conducted, provide the number of trip miles per truckload, the calculated percentage volume of the truckload that is Program Products, and extended total for reimbursement;
 - f. For off-site shipments, the shipment date, mobilization and waste management expenses in accordance with Exhibit A;
 - g. For supplies purchased by counties from sources other than the State’s Contractor provide the following information, description of the item (e.g. Drum, box, liner, etc.) number of items, unit cost of item, extended total per item, total cost of supplies; and
 - h. Supporting documents including, but not limited to: supply and waste management invoices for Authorized Activities, reuse inventories and internal transport logs.
3. All estimations used for reporting under this Contract must be calculated according to the following MPCA-approved unit conversions:

Material	Conversion
gallons to pounds	
latex paint	10.9 pounds/gallon
oil paint	9.4 pounds/gallon
items to pounds	
latex paint	7.05 pounds/item/gal equivalent
oil based paint	6.35 pounds/item/gal equivalent
Drums and cubic feet equivalents	
barrel or drum = 55 gallons	
latex 1 cubic foot	26.1 pounds (3.7 cans x 7.05 lbs.)
latex paint 55 gal drum	600 pounds
oil paint 1 cubic foot	23.5 pounds (3.7 cans x 6.35 lbs.)
oil paint 55 gallon drum	517 pounds
Lab Packs: Reported in gross weights.	

Exhibit B: Required PaintCare Reporting, and Invoicing Information, and Submittal Dates

County-MPCA-PaintCare Reporting, Invoicing and Payment Schedule

- Authorized Programs provide reporting to MPCA and PaintCare; and invoicing to the MPCA
- MPCA provides invoicing received from Authorized Programs to PaintCare within 30 days of the County due date.
- PaintCare provides payment to MPCA within 60 days of receipt of the invoice from MPCA.
- The MPCA provide payments to Authorized Programs within 30 days of receiving payments from PaintCare.
- Regional Programs make payments to Participating Counties

Party	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Metro Counties	Jan 31: 1) Send Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA	Feb 28: Send Jan report with doc. to MPCA & PC	Mar 31: Send Feb report with doc. to MPCA & PC	Apr 30: Send Mar report with doc. to MPCA & PC	May 31: Send Apr report with doc. to MPCA & PC	Jun 30: Send May report with doc. to MPCA & PC	Jul 31: 1) Send Jun report with doc. to MPCA & PC 2) Send invoice for Jan-June to MPCA	Aug 31: Send Jul report with doc. to MPCA & PC	Sep 30: Send Aug report with doc. to MPCA & PC	Oct 31: Send Sep report with doc. to MPCA & PC	Nov 30: Send Oct report with doc. to MPCA & PC	Dec 31: Send Nov report with doc. to MPCA & PC
Regional Programs	Jan 31: 1) Send Oct-Dec report with documentation to MPCA & PC 2) Send invoice for July-Dec to MPCA			Apr 30: Send Jan-Mar report with doc. to MPCA & PC		June 30 Pay Part. Counties for Jul-Dec	Jul 31: 1) Send Apr-Jun report with doc to MPCA & PC 2) Send invoice for Jan-Jun to MPCA			Oct 31: Send report (Jul-Sep) to MPCA & PC		Dec 31 Pay Part. Counties for Jan-Jun
MPCA		Feb 28: Send invoice to PC for July-Dec			May 31: Pay Counties for July-Dec			Aug 31: Send invoice to PC for Jan-June			Nov 30: Pay Counties for Jan-June	
PaintCare				Apr 30: Pay MPCA for July -Dec						Oct 30: Pay MPCA for Jan-Jun		

Exhibit C: Authorized Programs and Participating Counties

Authorized Program and Program Contact Information	Authorized Representative	Participating Counties; Service Area
<p>Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 Amy Altman 763-324-3479 amy.altman@co.anoka.mn.us</p>	<p>Brad Fields, Director, Anoka County Recycling & Resource Solutions 1530 Bunker Lake Blvd NW Andover, MN 55304 Brad.fields@co.anoka.mn.us 763-324-3476</p>	Anoka
<p>Becker County Land Use Department Environmental Services Division 24413 County HWY 144 Detroit Lakes, MN 56501 Sandy Gunderson 218-846-7310 slgunde@co.becker.mn.us</p>	<p>Steve Skoog, Land Services Director 915 Lake Ave Detroit Lakes, MN 56501 slskoog@co.becker.mn.us 218-846-7310</p>	Becker, Clay, Hubbard, Mahnomon, Norman
<p>Blue Earth County Environmental Services P.O. Box 3566, 410 South Fifth Street Mankato, MN 56002-3566 Ken Frederick 507-304-4381 Ken.Frederick@blueearthcountymn.gov</p>	<p>Scott Fichtner, Environmental Services Director PO Box 3566, 410 South Fifth Street, Mankato MN 56002-3566, scott.fichtner@blueearthcountymn.gov, 507-304-4381</p>	Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Watonwan
<p>Carver County Environmental Services 600 East Fourth Street, Box 3 Chaska, MN 55318 Bill Fouks 952-361-1842 bfouks@co.carver.mn.us Leslie Wilson 612-388-6425 lwilson@co.carver.mn.us</p>	<p>Greg Boe, Environmental Services Manager Gov. Center, 600 East 4th St. Chaska MN 55318 gboe@co.carver.mn.us 952-361-1802</p>	Carver
<p>Crow Wing County Solid Waste 15728 State Highway 210 Brainerd, MN 56401-3575 Doug Morris 218-824-1290 doug.morris@crowwing.us</p>	<p>Doug Morris, Solid Waste Administrator Same info as first column</p>	Crow Wing, Morrison, Todd
<p>Dakota County Environmental Resources Department 14955 Galaxie Avenue Apple Valley, MN 55124 Laura Villa 952-891-7548 laura.villa@co.dakota.mn.us</p>	<p>Georg Fischer, Environmental Resources Director 14955 Galaxie Avenue Apple Valley, MN 55124 Georg.fischer@co.dakota.mn.us 952-891-7554</p>	Dakota
<p>East Central Solid Waste Commission PO Box 29, Mora MN 55051 Janelle Troupe 320-679-4930 , ext 10 Janelletroupe@gmail.com</p>	<p>Janelle Troupe, Director ECSWC Same info as first column</p>	Chisago, Isanti, Kanabec, Pine

Exhibit C: Authorized Programs and Participating Counties

<p>Hennepin County Environment & Energy Department 701 Fourth Avenue South, Suite 700 Minneapolis, MN 55415-1842</p> <p>Darwin Schulz darwin.schulz@hennepin.us Louisa Tallman 612-348-9939 Louisa.tallman@hennepin.us Ryan Gastecki 612-348-8994 ryan.gastecki@hennepin.us</p>	<p>Rosemary Lavin Hennepin County Environment and Energy Department Director 701 Fourth Ave S., Suite 700, Minneapolis, MN 55415 rosemary.lavin@hennepin.us 612-348-8596</p>	<p>Hennepin</p>
<p>Kandiyohi County Recycling Center 1400 SW 22nd St., Willmar, MN 56201</p> <p>Jay Baker 320-231-3587 jay_b@co.kandiyohi.mn.us</p>	<p>Jay Baker, Program Manager Same info as first column</p>	<p>Big Stone, Chippewa, Kandiyohi Lac qui Parle, Meeker, Renville, Swift</p>
<p>Lyon County Public Works 504 Fairgrounds Road Marshall, MN 56258</p> <p>Darron Grahn 507-532-8210 darrongrahn@co.lyon.mn.us</p>	<p>Darron Grahn, Program Manager Same info as first column</p>	<p>Cottonwood, Jackson, Lincoln, Lyon Murray, Nobles, Pipestone, Redwood, Rock, Yellow Medicine</p>
<p>McLeod County 1065 5th Avenue SE, Hutchinson MN 55350</p> <p>Elizabeth Anderson 320-484-4322 Elizabeth.anderson@co.mcleod.mn.us</p>	<p>Sarah Young, SW Coordinator 1065 5th Avenue SE, Hutchinson MN 55350 Sarah.young@co.mcleod.mn.us 320-484-4319</p>	<p>McLeod, Sibley</p>
<p>Mower County Environmental Services 1111 8th Ave NE, Austin, MN 55912</p> <p>Jeff Weaver 507-437-9551 jeffw@co.mower.mn.us</p>	<p>Jeffrey A. Weaver, Program Manager Same info as first column</p>	<p>Freeborn, Mower</p>
<p>NW MN Joint Powers Group P.O. Box 186, 324 Park Avenue NW Bagley, MN 56621-0186</p> <p>Randall Bodensteiner 218-694-2090 rhb@gvtel.com</p>	<p>Randall Bodensteiner, Program Manager Same info as first column</p>	<p>Beltrami, Cass, Clearwater, Kittson, Lake of the Woods, Marshall, Pennington, Polk, Red Lake, Roseau</p>
<p>Olmsted County Environmental Resources 2122 Campus Drive SE, Suite 204 Rochester, MN 55904-4744</p> <p>Scott Martin 507-328-7078 martin.scott@co.olmsted.mn.us</p>	<p>John Helmers, Environmental Resources Director 2122 Campus Drive SE Rochester, MN 55904-4744 Helmers.john@co.olmsted.mn.us 507-328-7070</p>	<p>Dodge, Goodhue, Olmsted, Wabasha</p>
<p>Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537</p> <p>Dave Stadum 218-736-2161 dstadum@co.otter-tail.mn.us</p>	<p>Zach Fjestad, Interim Solid Waste Director Otter Tail County 1115 North Tower Road Fergus Falls, MN 56537 zfjestad@co.ottertail.mn.us 218-998-8903</p>	<p>Grant, Otter Tail, Stevens, Traverse, Wadena, Wilkin</p>

Exhibit C: Authorized Programs and Participating Counties

<p>Ramsey County 2785 White Bear Avenue North, Suite 350 Maplewood, MN 55109</p> <p>John Springman 651-266-1199 Ex. 61150 john.springman@co.ramsey.mn.us</p> <p>Pete Miller 651-266-1199 Ex. 61151 Pete.miller@co.ramsey.mn.us</p>	<p>John Springman, Environmental Health Supervisor</p> <p>Same info as first column</p>	<p>Ramsey</p>
<p>Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019</p> <p>Paul Pieper 507-332-6833 ppieper@co.rice.mn.us</p>	<p>Julie Runkel, Environmental Services Director Rice County Solid Waste Department 3800 East 145th Street Dundas, MN 55019 jrunkel@co.rice.mn.us 507-332-6833</p>	<p>Rice, Steele, Waseca</p>
<p>Scott County Environmental Health 200 Fourth Avenue West Shakopee, MN 55379</p> <p>Richard Jones 952-496-8366 RJones@co.scott.mn.us</p> <p>Kate Sedlacek 952-496-8351 KSedlacek@co.scott.mn.us</p>	<p>Paul Nelson Natural Resource & Environmental Services Manager 200 Fourth Avenue West Shakopee, MN 55379 PNelson@co.scott.mn.us 952-496-8054</p>	<p>Scott</p>
<p>Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 Ross Detert 320-255-6140 Ross.detert@co.stearns.mn.us</p>	<p>Troy Freihammer, Environmental Specialist Stearns County Environmental Services 3601 5th Street S., Waite Park, MN 56387 troy.freihammer@co.stearns.mn.us 320-656-6293</p>	<p>Benton, Mille Lacs, Pope/Douglas, Sherburne, Stearns, Wright</p>
<p>Washington County Environmental Center 4039 Cottage Grove Drive (Facility/office) Woodbury, MN 55129</p> <p>Adam Frederick 651-430-6702 adam.frederick@co.washington.mn.us</p>	<p>Adam Frederick, Program Manager</p> <p>Same info as first column</p>	<p>Washington</p>
<p>Western Lake Superior Sanitary District 2626 Courtland Street Duluth, MN 55806</p> <p>Heidi Ringhofer 218-722-3336, ext. 317 heidi.ringhofer@WLSSD.com</p>	<p>Heidi Ringhofer, Solid Waste Services Director</p> <p>Same info as first column</p>	<p>Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis</p>
<p>Winona County Planning and Environmental Services 225 W Second Street, Winona, MN 55987</p> <p>Kim Nelson 507-457-6405 knelson@co.winona.mn.us</p>	<p>Kay Qualley, Panning and Environmental Services Director, 177 Main Street, Winona, MN 55987 KQualley@co.winona.mn.us 507-457-6337</p>	<p>Fillmore, Houston, Winona</p>



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

Industrial Stormwater Change Form

NPDES/SDS Industrial Stormwater
Multi-Sector General Permit

Doc Type: Permit Application

Instructions: Use this form to notify the Minnesota Pollution Control Agency (MPCA) about changes at your facility that affect your Industrial Stormwater Permit. **Changes you can make with this form are listed under "Change Information."** Changes that require you to restart your sampling schedule are noted. Print a copy of the completed form for your records, or save the completed form to your computer in a location where you can easily find it.

Submittal: The person who certifies this form can email the completed form to iswprogram.pca@state.mn.us using "Change Form" as the subject line. A manual confirmation email will be sent. If you do not receive an email confirmation within two business days, please contact us.

Questions: Email the program at iswprogram.pca@state.mn.us or call the Stormwater Hotline at: 651-757-2119 or 800-657-3804 (non-metro only).

This form cannot be used to:

- Change no exposure exclusion status to general permit coverage
- Change general permit coverage to no exposure exclusion
- Transfer ownership for a facility that has the no exposure exclusion
- Transfer the permit when your business moves to a different physical location

Submit a new permit application to make any of the changes listed above.

Facility Information (as listed on the original permit application form)

Facility name: McLeod County Material Recovery Facility

Facility address: 1065 5th Avenue SE Permit number: MNR053D62

City: Hutchinson State: MN Zip code: 55350

Contact name: Sarah Young Contact phone: 320-484-4319

Change Information

Check all changes that apply and fill out the corresponding section(s) below. **Fill in changes only.**

- 1. Change in facility address information.
- 2. Change in contact information.
- 3. Change description of industrial activities.
- 4. Change acreage of industrial activities.
- 5. Correction to latitude/longitude.

Changes to items 6-10 will reset your sampling calendar to Year 1.

- 6. Change Standard Industrial Classification (SIC) code.
- 7. Change narrative activity.
- 8. Change in discharge to a regulated Municipal Separate Storm Sewer System (MS4).
- 9. Change where facility stormwater discharges to (surface water discharges).
- 10. Change monitoring locations.

Change Items (Complete only the items that have changed.)

1. Change in facility address information. (Such as a reassigned street name or zip code.)

Facility name: _____

Facility address: _____

City: _____ State: _____ Zip code: _____

County: _____

2. Change in contact information.

A. Owner

Owner contact name: _____ Company/Organization name: _____

Owner mailing address: _____

City: _____ State: _____ Zip code: _____

County: _____ Fax: _____

Phone: _____ Email: _____

B. Operator

Operator contact name: _____ Company/Organization name: _____

Operator mailing address: _____

City: _____ State: _____ Zip code: _____

County: _____ Fax: _____

Phone: _____ Email: _____

C. Contact person

Contact name: _____ Company/Organization name: _____

Contact mailing address: _____

City: _____ State: _____ Zip code: _____

County: _____ Fax: _____

Phone: _____ Email: _____

D. Fees/billing contact person

Contact name: _____ Company/Organization name: _____

Contact mailing address: _____

City: _____ State: _____ Zip code: _____

County: _____ Fax: _____

Phone: _____ Email: _____

3. Change description of industrial activities at the facility. Please provide a new description.

4. Change acreage of industrial activities.

Old acreage of industrial activities: _____

New acreage of industrial activities: _____

5. Correction to facility latitude/longitude.

New decimal latitude: _____ (Example: 44. 956497)

New decimal longitude: _____ (Example:-93. 084619)

How was this information obtained? GPS Unit Online Map Locator Topographic Map

Other-please explain: _____

6. Change SIC code. Your sampling calendar resets to Year 1 in the next calendar quarter with this change.

Former SIC code: _____ Primary Additional

New SIC code: _____ Primary Additional

7. Change narrative activities. Your sampling calendar resets to Year 1 in the next calendar quarter with this change.

- Add Inactivate A4 Timber products: discharges from wet decking storage areas
- Add Inactivate C1 Runoff from phosphate fertilizer manufacturing facilities that comes into contact with any raw materials, finished product, by-products, or waste products
- Add Inactivate D2 Discharges from production of asphalt emulsions areas
- Add Inactivate E3 Cement manufacturing facility, material storage runoff
- Add Inactivate K1 Hazardous waste treatment/storage/disposal facility for discharges not subject to effluent limitations in 40 CFR pt. 445, subp. A
- Add Inactivate K2 Hazardous waste treatment/storage/disposal facility for discharges subject to effluent limitations in 40 CFR pt. 445, subp. A
- Add Inactivate L1 Municipal solid waste landfill areas closed in accordance with 40 CFR 258.60
- Add Inactivate L2 Open or closed non-hazardous waste landfill and land application site not discharging to surface water
- Add Inactivate L3 Landfill that discharges to surface waters stormwater that has directly contacted solid waste
- Add Inactivate O1 Coal fired and oil fired steam electric generating facility
- Add Inactivate O2 Nuclear, natural gas fired, and any other fuel source used for steam electric generation
- Add Inactivate O3 Runoff from coal storage piles at steam electric generating facility
- Add Inactivate S3 Existing and new primary airports with 1,000 or more annual jet departures that discharge wastewater associated with airfield pavement deicing that contains urea commingled with stormwater
- Add Inactivate T1 Treatment works with design flow of one million gallons per day or more or are required to have an approved pretreatment program under 40 CFR pt. 403

8. Change in discharge to a regulated MS4. Your sampling calendar resets to Year 1 with this change.

Do industrial stormwater discharges flow from the facility to a regulated MS4? Yes No

Name of former regulated MS4: _____

Name of new regulated MS4: _____

9. Change surface water discharges. Your sampling calendar resets to Year 1 in the next calendar quarter with this change.

Add or delete the surface waters that receive your stormwater discharges. Indicate the name, type, whether each is within one mile of your facility, if it is an Outstanding Resource Value Water (ORVW), or if it is impaired.

- Type: lake, stream, river, pond, wetland, ditch, fen, trout stream, or lake trout lake.
- ORVWs: Listed in Appendix A of the Industrial Stormwater Multi-Sector General Permit. For questions, contact the Water Quality Standards Unit at 651-296-6300 or 800-657-3864.
- Trout streams or lake trout lakes; refer to Minnesota Revisor of Statutes webpage at: <http://www.revisor.mn.gov/rules/?id=6264.0050>, Minn. Stat. § 6264.0050, subs. 2 and 4
- Wetlands; refer to Minnesota Revisor of Statutes webpage at: <http://www.revisor.mn.gov/rules/?id=7050.0186>, Minn. Stat. § 7050.0186, subp. 1a.B
- Impaired waters; refer to MPCA webpage at: <http://www.pca.state.mn.us/mvri1126>. Only check "yes" if the water is impaired for your required monitoring parameters or pollutant surrogates.

Delete/ Add	Name of surface water	Type of surface water	Within one mile	ORVW	Impaired water
<i>Ex: Delete</i>	<i>Ex: St. Croix River</i>	<i>Ex: River</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Ex: Add</i>	<i>Ex: Unnamed Ditch</i>	<i>Ex: Ditch</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

10. Change monitoring locations. Your sampling calendar resets to Year 1 in the next calendar quarter with this change.

Add or delete monitoring locations.

Delete/ Add	#	Describe the location of the monitoring location	Latitude	Longitude	List subsector of narrative activities and/or SIC codes for monitoring location
<i>Ex: Delete</i>	1	<i>Ex: NW corner of facility, near road</i>	<i>Ex: 44. 956497</i>	<i>Ex: -93. 084619</i>	<i>Ex: SIC 3111</i>
<i>Ex: Add</i>	1	<i>Ex. SW corner of facility, near rain garden</i>	<i>Ex: 44. 956499</i>	<i>Ex: -93. 084626</i>	<i>Ex: 02</i>
Delete	1	BM1-Catch Basin east of MRF loading dock	44.887798	-94.347916	SIC 5093
Add	1	SW parking lot behind mailbox	44.887141	-94.349145	SIC 5093
Add	1	South central parking lot behind facility sign	44.887070	-94.348705	SIC 5093
Add	1	SE parking lot at curb by exit	44.886992	-94347913	SIC 5093

Certification

Federal and state regulations require the authorized signer to be:

- A. Corporation: a principal executive officer of at least the level of vice president.
- B. Partnership or sole proprietorship: a general partner or the proprietor, respectively.
- C. Municipality, state, federal, or other public facility: a principal executive officer or ranking executive official.
- D. If the operator of the facility is different than the owner, both the operator and the owner must sign.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. I certify that based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of civil and criminal penalties.

By typing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Owner authorized signature:

Name: _____
(This document has been electronically signed.)

Title: _____

Date (mm/dd/yyyy): _____

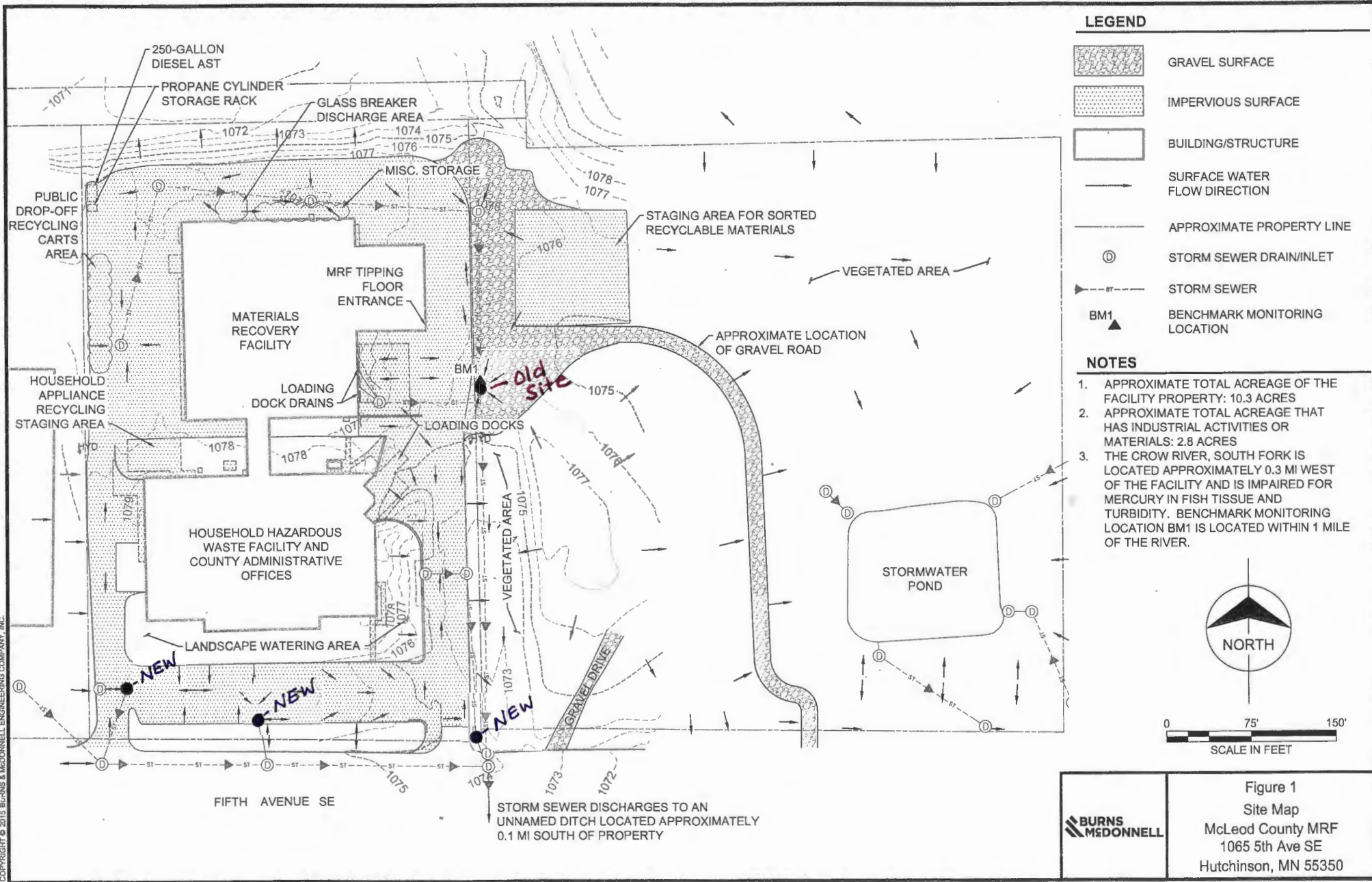
Operator authorized signature (if different):

Name: Sarah Young
(This document has been electronically signed.)








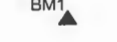
Title: Solid Waste Coordinator

Date (mm/dd/yyyy): 11/6/2017

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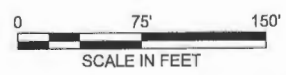



LEGEND

-  GRAVEL SURFACE
-  IMPERVIOUS SURFACE
-  BUILDING/STRUCTURE
-  SURFACE WATER FLOW DIRECTION
-  APPROXIMATE PROPERTY LINE
-  STORM SEWER DRAIN/INLET
-  STORM SEWER
-  BM1 BENCHMARK MONITORING LOCATION

NOTES

1. APPROXIMATE TOTAL ACREAGE OF THE FACILITY PROPERTY: 10.3 ACRES
2. APPROXIMATE TOTAL ACREAGE THAT HAS INDUSTRIAL ACTIVITIES OR MATERIALS: 2.8 ACRES
3. THE CROW RIVER, SOUTH FORK IS LOCATED APPROXIMATELY 0.3 MI WEST OF THE FACILITY AND IS IMPAIRED FOR MERCURY IN FISH TISSUE AND TURBIDITY. BENCHMARK MONITORING LOCATION BM1 IS LOCATED WITHIN 1 MILE OF THE RIVER.



	Figure 1
	Site Map
	McLeod County MRF 1065 5th Ave SE Hutchinson, MN 55350



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
Phone (320) 864-5944
9525 County Road 2
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COMMISSIONER PAUL WRIGHT

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COMMISSIONER RICH POHLMEIER

4th District
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Brownton, MN 55312
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COMMISSIONER JOE NAGEL

5th District
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20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR - INTERIM

CINDY SCHULTZ FORD
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Cindy.Schultz@co.mcleod.mn.us

RESOLUTION 17-CB-41 AMENDING THE SECOND AMENDED JOINT POWERS AGREEMENT BETWEEN MEEKER, MCLEOD AND SIBLEY COUNTIES CREATING THE JOINT COMMUNITY HEALTH BOARD

WHEREAS, Meeker, McLeod and Sibley Counties comprise the Member Counties of the Meeker, McLeod and Sibley Community Health Board (hereinafter referred to as the Community Health Board; and

WHEREAS, the Community Health Board operates pursuant to a Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board (hereinafter referred to as the Joint Powers Agreement) and By-Laws (hereinafter referred to as the By-Laws); and

WHEREAS, the Community Health Board has recommended the following changes to the Joint Powers Agreement:

Article V (Budget and Funds). Add the following Sections 5 and 6:

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year This total Member contribution will be sixty thousand dollars (\$60,000). Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	Percentage	Amount
McLeod County	48.58%	\$29,148
Meeker County	31.32%	\$18,792
Sibley County	20.1%	\$12,060

This amount will be paid by each Member County in a lump sum no later than December 1,2017.

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban - All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

WHEREAS, these changes will be incorporated into a Third Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties creating the Joint Community Health Board; and

NOW, THEREFORE, BE IT RESOLVED that the County Board approves and ratifies the changes to the Joint Powers Agreement recommended by the Community Health Board as noted above.

BE IT FURTHER RESOLVED that the County Board Chair and other appropriate County officials are authorized and directed to execute the original Third Joint Powers Agreement with the changes as noted above.

BE IT FURTHER RESOLVED that the Third Joint Powers Agreement shall be effective upon the last of the ratifications by each Member County comprising the Meeker, McLeod and Sibley Community Health Board.

Adopted this 19th day of December, 2017.

Joseph Nagel, Chairman

Cindy Schultz Ford, Interim County Administrator

**SECOND AMENDED
JOINT POWERS AGREEMENT BETWEEN
MEEKER, MCLEOD AND SIBLEY COUNTIES
CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE 1
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Meeker, McLeod and Sibley Counties (each hereinafter referred to as a Member County). Each Member County is a political subdivision and governmental unit. These Member Counties shall hereinafter collectively be referred to as the Member Counties or the parties.

This Agreement amends and supersedes the Joint Powers Agreement originally dated April 19, 1990 and first amended August 8, 2006.

This Agreement is established pursuant to the authority granted pursuant to the Minnesota Constitution, laws of the State of Minnesota and, more specifically, Minnesota Statutes, Section 471.59 regarding joint powers entities and Minnesota Statutes, Section 145A regarding community health boards.

**ARTICLE II
PURPOSE**

By this Agreement, the parties have determined that they are jointly able to provide better and more efficient local public health services than as individual counties and that their powers under Minnesota Statutes and other applicable law may best be exercised jointly.

Accordingly, the parties desire to enter into this Agreement to establish the method by which this purpose shall be accomplished and the manner in which its powers shall be exercised.

**ARTICLE III
NAME OF ORGANIZATION AND BOUNDARIES**

Name of Organization. The parties do hereby establish a joint community health board to be called the "Meeker, McLeod and Sibley Community Health Board." This shall hereinafter be referred to as the Health Board.

Area of Organization. The area covered by the Agreement is the area contained within the boundaries of the parties. This area shall hereinafter be referred to as the Community Health Service Area.

**ARTICLE IV
JOINT POWERS COMMUNITY HEALTH BOARD**

A Joint Powers Community Health Board (hereinafter referred to as “the Board”) is hereby created.

1. Board Composition. The Board shall consist of six (6) members:
 - a. Two members and one alternate shall be annually appointed by the County Board of each Member County from its membership to serve until replaced by the County Board of that County.
 - i. In the event that a County does not appoint a board member or alternate, the County’s prior designated individual shall continue to serve until such time as a new individual is appointed.
 - ii. Vacancies in the position of board member or alternate shall be promptly filled by the County Board of that County.
 - c. The Board shall annually select the following Officers from Board Members: a Chair, Vice Chair and Secretary. Each Member County shall be represented among the Chair, Vice Chair and Secretary. These three Officers shall serve as an Executive Committee.
 - i. The Chair shall be a revolving annual appointment so that each Member County representative serves as Board Chair once every three (3) years. This shall be determined by a representative from the Member County who served as the Vice Chair in the prior year assuming the position of Chair the following year. A representative from the Member County who served as the Secretary in the prior year shall then assume the Vice Chair the following year. A representative from the Member County who served as the Chair in the prior year shall assume the Secretary position.
 - d. The Board shall annually appoint a Treasurer by either:
 1. selecting a Board member to serve in such capacity
 2. appointing a combined Secretary-Treasurer.
 3. utilizing an employee of a Member County with experience in finances; or
 4. contracting said services

In the event that the Board utilizes an employee of a Member County or contracts for said services, the Treasurer shall not be a voting member.
 - e. The Chair, or in the Chair’s absence, the Vice – Chair shall preside at meetings of the Health Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Health Board.

2. Vacancies defined. Vacancies shall occur upon:

- a. The resignation, retirement or death of the member or alternate.
- b. The member or alternate being removed as a Board member for the appointing Member County.
- c. The member or alternate ceasing to be a County Commissioner.
- d. The member or alternate being removed by motion and at least three (3) affirmative votes of the other Board members.

3. Duties of the Board. The Board shall have the powers and duties of a Community Health Board, including but not limited to those powers and duties outlined in Minn. Stat. Sec. 145A as now enacted or as may be amended. The Board shall also have the powers and duties common to the parties as is necessary and proper to fulfill its purposes and perform its duties, including those which are the same except for the territorial limits within which they may be exercised. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

Specific powers of the Board include the following:

- a. To control and direct the administration of the affairs of the Health Board.
- b. To adopt and amend By-Laws consistent with this Agreement.
- c. To employ or contract with a Community Health Services Administrator, other administrators, officers, employees, agents, consultants, contractors and such other individuals as may be determined by the Board as qualified to provide services for the Health Board and as necessary to carry out the provisions of this Agreement and the requirements of Minn. Stat. Sec. 145A.
- d. To acquire, by any lawful means, including gifts, purchase, lease or transfer of custodial control, such lands, buildings, facilities and equipment necessary and incident to the accomplishment of the purposes of Minn. Stat. Sec. 145A.
- e. To accept gifts, grants and subsidies from any lawful source.
- f. To apply for and accept local, state and federal funds.
- g. To establish and collect reasonable fees for community health services to the extent permitted by law.
- h. To enter into contracts on behalf of the Health Board.
- i. To make recommendations to the County Boards of the Member Counties relating to the Health Board.

- j. In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.
 - k. To authorize the expenditure of subjected funds for the applicable fiscal year.
 - l. To delegate to the Executive Board the authority to purchase supplies and equipment necessary for the proper operation, care, maintenance and preservation of Health Board facilities and equipment, provided that such purchases do not exceed budgeted amounts in the Health Board's budget.
 - m. To lease and purchase capital equipment included within the Health Board's budget.
 - n. To sell, lease or dispose of surplus property.
 - o. To act as paying agent for any bonds, contracts of indebtedness and loans made in the name of the Health Board.
 - p. To cause an annual audit to be made of its accounts, books, vouchers and funds.
 - q. To appoint one or more Member County as financial, human resources and/or other administrative services agent for the Health Board and to compensate the Member County serving as agent for said services.
 - r. To enter into insurance agreements providing for liability and property insurance and such other insurance as the Health Board deems necessary as otherwise provided in this Agreement.
 - s. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
 - t. To ensure that community health services are accessible to all persons on the basis of need and to ensure that no one shall be denied services because of race, color, sex, age, language, religion, nationality, inability to pay, political persuasion or place of residence.
4. Board Meetings. The Board shall meet at least quarterly in each calendar year. The Board may meet more frequently as provided in the By-laws.
- a. A quorum for the purposes of conducting board business shall consist of one member or alternate from each Member County.
 - b. Procedures of the board shall generally follow Robert's Rules of Order except that the board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the

required number of votes and required notice of meetings shall not invalidate any resulting decision.

- c. The Board shall adopt written procedures in its Bylaws for transacting business and shall keep a public record of its transactions, findings, and determinations.
- d. Members may receive a per diem plus travel and other eligible expenses while engaged in official duties.

ARTICLE V BUDGET AND FUNDS

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.
2. Accrual of Interest. Interest accruing to the Health Board funds shall become part of the fund. Funds on hand at year end shall be reserved for future Health Board operations.
3. Reports. The Health Board shall ensure strict accountability for all funds of the organization and shall require reports on all receipts and disbursements made to, or on behalf of the Health Board. The Board Chair shall cause a written quarterly financial report and such other reports as may be directed by the Board to be prepared and submitted to the Board for review and approval.
4. Deposit of funds. Fees and payments from all Health Board contracts and other services rendered shall be deposited into the joint operating Health Board fund upon receipt. Fees and payments for Health Board contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit, if any, is computed.

ARTICLE VI OWNERSHIP OF JOINT EQUIPMENT

The Member Counties shall acquire an undivided interest in any jointly purchased property and equipment in proportion to the amount that each has contributed to the cost. A master Community Health Board inventory of all newly purchased non-disposable or consumable items shall be maintained. The inventory shall indicate a description of the item, identification or serial numbers, Community Health Board inventory number, the year of purchase, and the total cost of the item. When jointly purchased equipment is traded or sold, the trade-in value or sale price shall be credited back to the Joint Community Health Board fund for use in equipment purchases.

**ARTICLE VII
REAL ESTATE, BUILDINGS AND FACILITIES**

Each Member County shall be responsible for providing adequate office space and facilities, including telephone services and internet connectivity, as may be determined by the Board. This may include the Member County or Member Counties purchasing necessary land and for the cost of construction of buildings necessary for housing the Health Board operations and services. Adequate and Necessary as used in this paragraph shall be determined by the Board.

Land and buildings in each Member County utilized for Health Board services and operations shall remain the property of the Member County in which it lies and shall be returned to the Member County upon withdrawal or dissolution. Remodeling and all repairs to said land and buildings shall be the responsibility of the Member County in which the land or structure lies.

Each Member County shall provide, at no cost to the Health Board, office cleaning, grounds maintenance, snow and ice control services and such other services common to business operation.

This article does not apply to land and buildings that may be purchased by the Health Board.

**ARTICLE VIII
INSURANCE AND LIABILITY**

1 Applicability. The Health Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Health Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of M.S. 466.

2 Indemnification and Hold Harmless. The Health Board shall fully defend, indemnify and hold harmless the Member Counties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Health Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

3. Insurance. The Health Board shall procure its own insurance as an independent entity. Insurance for jointly owned equipment and costs/liabilities associated with the Health Board's employment of individuals, shall be paid for out of the Health Board fund. This shall include but not be limited to the payment of workers compensation and all other mandated employer contributions.

Insurance on individual County-owned buildings or facilities shall be the responsibility of the Member County owning the buildings.

ARTICLE IX DATA PRACTICES COMPLIANCE

The books and records, including minutes and fully executed Agreements of the Board shall be subject to the provisions of the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13). Said data shall be maintained at the primary office of the Health Board. Records, accounts and reports shall be maintained by the Community Health Services Administrator.

ARTICLE X PROVISION FOR AMENDMENTS TO JOINT POWERS AGREEMENT

This agreement may be amended, including the provision for adding new members, upon recommendation of the Board and by ratification by the County Board of each Member County.

ARTICLE XI DISSOLUTION AND WITHDRAWAL

1. Perpetual Duration Unless Dissolved. Unless dissolved pursuant to this Agreement, the duration of this Agreement shall be perpetual.
2. Dissolution. This Agreement shall be dissolved upon unanimous written agreement of all parties.
 - a. Said dissolution shall occur following a two (2) year period during which the Health Board shall continue to operate and attempt to reach agreement upon the distribution of assets and liabilities, discharge of obligations and such other matters as may be needed to be addressed.
 - b. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement.
3. Dissolution Process. Upon dissolution, all Health Board debts and expenses shall be satisfied prior to distribution of any assets to the Member Counties.
 - a. This paragraph shall not apply to real property and buildings that remained the property of the Member County. Real property purchased by the Health Board and any improvements, buildings and fixtures upon said property shall have a fair market

value established by appraisal prior to the effective date of the dissolution. The Member County in which said real property is located shall have the first right to purchase for the appraised price. In the event that the Member County in which the property is located does not exercise its right to purchase within three (3) months of the effective date of the dissolution, the real property shall be sold and the net proceeds shall be distributed according to the percentage that each Member County contributed to the last budget for the Health Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

- b. An inventory of all Health Board personal property and equipment shall be compiled by June 30 in the year preceding the dissolution. Values for said personal property and equipment shall be established by appraisal or, upon agreement of all Member Counties, any other commercially reasonable method.
- c. The property and equipment shall be distributed to each Member County as follows:
 - i. Each Member County shall be assigned an available credit amount based upon the total value of the property and equipment established above multiplied by the percentage that each Member County contributed to the last annual budget for the Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

For example, if a Member County contributed 40% of the last annual budget and the total value of the property and equipment was \$100,000, the Member County would have an available credit of \$40,000.

- ii. Each Member County shall alternate selecting items with the initial order selected by drawing numbers. Selection shall occur as follows:
 - 1. The Member County with the first selection in the first round shall select last in the second round, first in the third round, etc.
 - 2. The Member County with the second selection in the first round shall select second to last in the second round, second in the third round, etc.
 - 3. The Member County with the third selection in the first round shall select first in the second round, third in the third round, etc.
 - 4. A Member County may pass on its turn at any given point in the process.
- d. Each selection shall be charged against the available credit amount for the selecting Member County and subsequent rounds shall occur until all property and equipment is distributed or each Member County declines to select the property and equipment.
 - i. Member County may exceed the available credit available on the purchase of one piece of capital equipment or one other equipment item of the Board. In the event a Member County exceeds its available credit, the

Member County hereby agrees that it shall reimburse the other Member Counties said excess amount (hereinafter called an excess payment) upon said selection.

- ii. Said excess payment shall be distributed to the other Member Counties based upon the same percentage of the total budget that the other Member County contributed excluding the Member County making the excess payment. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.
 - e. Property and equipment that is not selected following this process shall be declared surplus and sold with the proceeds distributed according to the percentage of available funds each Member County had when all Member Counties passed on the remaining equipment.
 - i. Property that is not sold after 60 calendar days of it being declared surplus shall be deemed to have a value of \$0 and may be disposed of in any reasonable manner.
4. Withdrawal. Member Counties may withdraw from this Agreement only in accordance with this Article. Unless there is a mutual written agreement from all Member Counties permitting earlier withdrawal, any party wishing to withdraw from this Joint Powers Agreement must give at least two calendar years advance notice to the other parties to this Agreement and the Commissioner of Health. In such instance, withdrawal shall occur on the January 1 that is at least two (2) years after said notice. Any Member County giving notice of withdrawal may rescind said notice and determine to stay in the Health Board only upon consent of the remaining Member Counties.
- a. Withdrawal Damages. Any Member County that withdraws shall forfeit all interest, claim or ownership to any Community Health Board owned equipment. In addition, the withdrawing Member County shall pay a withdrawal amount equal to one-half (1/2) its annual contribution in the prior budget year, if any.
 - b. Effect of Withdrawal. The Member County that withdraws shall have no liability or obligation to the Health Board after the effective date of withdrawal for debts or claims incurred after the effective date of withdrawal.

ARTICLE XII GENERAL PROVISIONS

1. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties may not be signatories to the original or the same counterparts. Counterparts shall be filed with, and maintained by the office of the Public Health Administrator.


2. Severability. In the event that any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in force between the parties to the fullest extent permitted by law.
3. Modification. Any amendments, alterations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.
4. Minnesota Law. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this contract. This Agreement shall be interpreted and constructed according to the laws of the State of Minnesota.
5. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to each County Board Chair at the Government Center for that County .
6. Headings. Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof.

**ARTICLE XIII
TERM AND EFFECTIVE DATE**

This Agreement shall become effective upon approval by each party and shall remain in effect until dissolved as noted above.

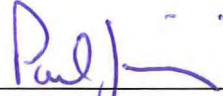
In Witness Whereof, the parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the dates show below.

COUNTY OF MEEKER

By: 
County Board Chair

Date:

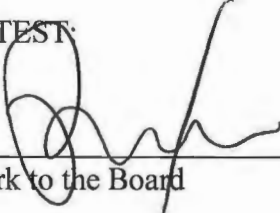
ATTEST: .


Clerk to the Board

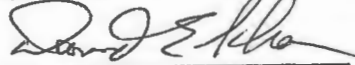
COUNTY OF SIBLEY

By: 
County Board Chair

Date:

ATTEST:

Clerk to the Board

Approved as to form and execution:


David E. Schauer
Sibley County Attorney

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678602-v5

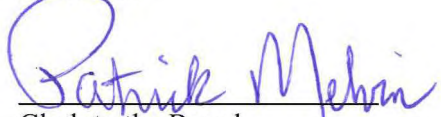
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COUNTY OF MCLEOD

By: 
County Board Chair

Date:

ATTEST:


Clerk to the Board

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678602-v5



MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD Meeting Minutes
Thursday, February 23rd, 2017
McLeod County Household Hazardous Waste Building, Hutchinson

Board Members

Beth Oberg..... present	Joe Tacheny.....absent	Ron Shimanski.....present
Joe Nagel..... present	Bill Pinske.....present	Bobbie Harder.....present
Mike Housman.....present	Doug Krueger.....absent	Joy Cohrs.....absent

Staff Present

Diane Winter.....present	Jennifer Hauser.....present	Allie Freidrichs.....present
John Glisczinski ...present	Rachel Fruhwirth.....present	Colleen Robeck....absent
Kerry Ward.....present		

Guests: Scott Lepak -Attorney at Law, Paul Viring Meeker County Administrator, Roxy Traxler Sibley County Administrator.

1. **Meeting called to order**
2. **Welcome and Introductions**
3. **Additions to the Agenda** Motion made by Ron Shimanski to approve the February 23, 2017 agenda, seconded by Beth Oberg, motion passed.
4. **Approval of January 12th 2017 meeting minutes*** Motion made by Beth Oberg to approve the January 12th, 2017 CHB meeting minutes, seconded by Ron Shimanski, motion passed.
5. **Administrative Items** Brief explanation was provided on both administrative items. The first grant agreement (Letter A) is to host a Growing Great Kids home visiting workshop for staff. The second grant agreement (Letter B) is an agreement to offer the Project Harmony program which, includes home visiting, case management, Licensed Alcohol and Drug Counselor (LADC) and Recovery Coach services. This program is for women pregnant or with children up to age 10 with a substance use disorder.
 - a. Minnesota Department of Health contract agreement to host Growing Great Kids training in the amount of \$2,500 for the time period of 2/1/17-6/30/17
 - b. Minnesota Department of Human Services contract agreement for Project Harmony grant for \$150,000 each year for the time period of 11/1/16-6/30/19.
 Motion made by Ron Shimanski to approve both grant agreements as presented, seconded by Bill Pinkse, motion passed.
6. **Resignation of Emergency Preparedness Coordinator** The MMS CHS Emergency Preparedness Coordinator has resigned effective March 17th. After a brief discussion on the amount of the grant, salary, and required job duties, a motion was made by Bill Pinske to replace the full time MMS Emergency Preparedness Coordinator, seconded by Beth Oberg, motion passed.



Meeker-McLeod-Sibley Community Health Services

1805 Ford Avenue, Suite 200
Glencoe, Minnesota 55336

Direct Line (507) 766-3531
Fax Number (320) 864-1484

7. **Delegation Discussion – Scott M. Lepak, Attorney at Law** – Proposal prepared by Scott Lepak was reviewed. Distinction was made between CHS Administrative services and delivery of programs and services.

Motion made by Joe Nagel and seconded by Beth Oberg to build the infrastructure framework for administrative services of the CHS, with the following components:

- a. Development of classification and compensation plans
- b. Develop an agreement for a MMS CHS Medical Consultant. *(McLeod County Medical Consultant is considering being the CHS Medical Director)*
- c. Research health insurance options
- d. Obtain EIN number
- e. Research IT, HR and payroll services.
- f. Research office locations for CHS employees that will create a central location and assist with a separate identify for MMS CHS.
- g. Develop personnel policies for the CHS. *(Can reference policies from Supporting Hands Nurse Family Partnership organization.)*

Motion passed

8. **Adjourn** Motion made by Ron Shimanski to adjourn the meeting, seconded by Bill Pinske, motion passed.

Attachments:

- January 12th 2017 Meeting minutes
- MMS CHS Administrative Services Grid
- Keystone Proposal
- Springsted Proposal
- CDS Proposal
- Paychex Proposal

2017 Meeting Dates

April 13th 9-11:
July 13th 9-11
October 12th 9-11
Large Conference Room
McLeod Solid Waste Bldg



Mike Housman, Secretary



Public Health
Prevent. Promote. Protect.

Meeker McLeod Sibley
Community Health Services

Meeker-McLeod-Sibley Community Health Services

1805 Ford Avenue, Suite 200
Glencoe, Minnesota 55336

Direct Line (507) 766-3531
Fax Number (320) 864-1484

October 24, 2017

Joe Nagel
McLeod County Board Chair
830 11th Street E
Glencoe MN 55336

Beth Oberg
Meeker County Board Chair
325 Sibley Avenue N
Litchfield, MN 55355

Gary Kruggel
Sibley County Board Chair
400 Court Ave
Gaylord, MN 55334

Re: ~~Recommendation to Amend the Second Amended Joint Powers Agreement Between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board~~

Dear Board Chair:

On October 12, 2017, the Meeker-McLeod-Sibley Community Health Board (the Community Health Board) voted to ~~recommend~~ that each Member County ~~amend~~ the existing Second Amended Joint Powers Agreement Between the Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board (the Joint Powers Agreement). Pursuant to Article X of the Joint Powers Agreement, it may be amended upon ratification by the County Board of each Member County.

The Community Health Board's ~~proposed~~ language changes are as follows:

Article V (Budget and Funds). Add the following Sections 5 and 6:

5. ~~Initial Administrative Integration Funding.~~ Each Member County shall make a contribution to a Joint Community Fund for initial ~~integrated~~ administrative operations for budget year 2018. This total Member contribution will be ~~sixty thousand dollars~~ (\$60,000). Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	\$29,148
Meeker County	31.32%	\$18,792
Sibley County	20.1%	\$12,060



Public Health
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Meeker McLeod Sibley
Community Health Services

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Glencoe, Minnesota 55336

Direct Line (507) 766-3531
Direct Line (507) 769-3531
Fax Number (320) 864-1484

This amount will be paid by each Member County in a lump sum no later than December 1, 2017.

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

The Community Health Board's proposed addition of Article V Section 5 is intended to obtain funding for the costs that will be incurred by establishing an organizational structure independent of McLeod County. As you are aware, the prior arrangement by which McLeod County informally operated as a host county for the Health Board will be discontinued. Identified costs include leasing space, furniture, equipment, information technology services, payroll services, employee costs (including wages and benefits) and other matters arising from establishing a legally and physically independent entity. While the Community Health Board has certain budgeted funds for some of these items, the Board has determined that additional funding is needed for this initial start up of independent operations.

The Community Health Board's proposed addition of Article V Section 6 is to identify a mechanism to pay for costs associated with future integration of operations and services. As you know from a prior communication, the Community Health Board has formed a subcommittee reviewing options related to future integration or delegation of programs and services. Section 6 is intended to operate in those instances (if any) that integration occurs and the Community Health Board absorbs the costs of those services formerly provided by the County. In reviewing its options related to future integration and/or delegation, the subcommittee will be reviewing planned efficiencies that can be gained from consolidation of operations and services. To the extent that services currently performed by Member Counties transfer to the Community Health Board, the proposed language is intended to provide required funding to the Community Health Board while maintaining an initial budget neutral contribution (with an allowance for inflation)



Public Health
Prevent. Promote. Protect.

Meeker McLeod Sibley
Community Health Services

Meeker-McLeod-Sibley Community Health Services

1805 Ford Avenue, Suite 200
Glencoe, Minnesota 55336

Direct Line (507) 766-3531
Fax Number (320) 864-1484

to the Member County. Subsequent Member County contributions would diminish as noted over the second and third year.

A proposed resolution to accomplish this Amendment is attached. Please let me know if you have any questions, concerns or would like to discuss the matter further. Please also place this matter before your Board of Commissioners for consideration and potential approval. Thank you for your consideration of this issue.

Sincerely,

Allie Elbert
Executive Director

ENC: Joint Powers Agreement
October 12, 2017 Resolution by Community Health Board
Proposed Resolution

cc: Meeker County Attorney Brandi Schiefelbein, 325 Sibley Ave N., Litchfield 55355
McLeod County Attorney Michael Junge, 830 11th St E, Glencoe 55336
Sibley County Attorney Dave Schauer, 307 N. Pleasant Ave Po Box H, Winthrop 55396

**MEEKER - MCLEOD - SIBLEY
COMMUNITY HEALTH SERVICES**

**REPORT ON REVISIONS TO THE MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH
SERVICES OPERATING DOCUMENTS AND STRUCTURAL RECOMMENDATIONS
RELATED TO ADMINISTRATION AND OPERATIONS**

I. ASSIGNMENTS

This report documents a review of the Meeker-McLeod-Sibley Community Health Services (CHS) operations performed by our law firm. Our involvement in this matter occurred in two phases:

Phase I consisted of reviewing and revising the Joint Powers Agreement to better conform to state law and provide a framework for future changes to operations. This phase also included the development of Bylaws to implement specific elements of the Joint Powers Agreement and provide for greater flexibility and efficiencies in administrative operations.

Phase II consisted of exploring all options related to the provision of CHS services. This phase included a review of current issues facing the CHS Board of Directors such as management of in-kind service, staff sharing, CHS employment issues, delivery of services and programs.

II. BACKGROUND AND RESULT OF PHASE I.

Phase I was completed with the member Counties adopting a revised Joint Powers Agreement and CHS adoption of the By-Laws. This revised structure and operations are currently in place. These documents are attached to this report as **Exhibit A** and **Exhibit B**.

III. BACKGROUND ON PHASE II.

Phase II consisted of initially meeting with the following groups:

- Representatives of each County's policy making and administrative services group (3 meetings total)
- Representative employees that perform the CHS services in each County (3 meetings total)
- Representatives of the CHS employees

In the course of performing this Phase II assignment, I also attended various CHS Board meetings including a CHS Board (CHB) meeting where representatives from the State Board of Health presented on CHS obligations and matters.

My initial report to the CHS Board occurred on February 23, 2017. A copy is at **Exhibit C**. In that meeting, the Board discussed various options related to building a more defined administrative infrastructure as the next step in the process.

IV. CURRENT ADMINISTRATIVE ISSUES

There is a consensus that the current model of McLeod County hosting administrative services should be replaced by a more independent model.

The Community Health Board is currently reviewing options related to implementing physical and legal separation. Creating a truly separate entity is the initial step that must occur before detailed consideration can be given to integration/delegation issues at the program level.

Areas currently under consideration are:

- Obtaining an Employee Identification Number.

This is generally a ministerial function. CHS has already filled out the questionnaire. There is a planned meeting with McLeod County to discuss the impact of the CHS having a separate tax identification number, such as separate bank accounts, check stock and other unique identity issues.

- Identifying distinct physical facilities apart from McLeod County.

The current focus is on a physical facility separate from McLeod County. The focus is currently on a facility in Hutchinson. This would assist in the separate identity goal. In discussing various issues with existing CHS and County staff who are performing CHS work, having a separate location provides a better sense of separate identity both for the employees and the clients receiving services*.

*One area that was identified as a concern from staff was that CHS services involve gaining trust and access. Concerns have been expressed about too closely identifying with a County or Social Services group that may be viewed as a more threatening enforcement entity than a Health Services entity.

- Obtaining Information Technology Services apart from McLeod County.

There is a strong push to seek a single company apart from the existing McLeod County services model to meet all of the CHS needs. This includes hosting the PH.Doc servers. This is also a necessary step to take in order to meet the CHS reporting obligations to the State and to comply with the requirements of the MN Government Data Practices Act.

As a side note, this issue needs to be coordinated with the physical space determination.

- Identifying outside service providers.

Given the initial size of CHS, utilization of outside vendors for common services is being explored. For example, CHS is in the early stages of exploring payroll services. Other areas to be explored would include service providers for financial, billing, legal and human resources management services. One potential avenue for exploring these options would be through a request for proposal in the identified areas.

- Identifying equipment and capital needs – furniture, computers, telephone, copiers, supplies.

Movement from McLeod County will mean the need for a capital budget.

- Separating identified personnel from their current McLeod County status and placing them with CHS

The existing model of having CHS administrative employees operating as McLeod County employees is proving increasingly unworkable. Board consensus is that the existing recognized CHS employees should become true CHS employees.

Transfer of employees to the CHS entity cannot occur until CHS obtains its Employer Identification Number.

The core issues associated with this transfer are currently being addressed:

- CHS is waiting for the results of a classification and compensation study to utilize in developing a pay plan.

Given the existing pay is based on the McLeod County pay plan and the consultant will be doing a study that should line up with the McLeod County pay plan, CHS appears to have a strong starting point for a pay plan.

This is particularly beneficial in that Minn. Stat. Sec. 145A.04 provides that persons employed by a county whose functions and duties are assumed by a community health board shall become employees of the board without loss in benefits, salaries or rights.

- CHS is exploring its options related to health insurance for CHS employees

This is in the early stages and CHS is seeking a broker to explore options. This benefit needs to be identified at the earliest possible stage. Transition from the County plan to a CHS plan can be accomplished at a later date but should be before the continuation option (separated County employees can continue with County insurance for a period of time after separation) expires.

Given the open enrollment issues coming up at the end of the year, it would be optimal to have this issue addressed in 2017.

- o CHS is in the early stages of exploring possible personnel policies for CHS employees.

As noted above, with employees already operating under McLeod County benefits programs, developing CHS policies and benefits programs with McLeod County as a model would be beneficial – particularly because benefit levels may not be reduced.

V. CURRENT COST CONSIDERATIONS

Movement from the McLeod County facilities and services will increase the cost of operating the CHS. To date, CHS has operated through outside funding grants without additional amounts being required from the member counties. A copy of the 2016 CHS integrated budget is attached as **Exhibit D**.

My recommendation is that CHS pursue contracts to provide services under both Prime West Health (Meeker and McLeod) and South Country Health Alliance (Sibley) as a formalized funding source for programs and services that CHS may offer.

In addition, the costs associated with the separation as noted above creates the strong potential that member counties will need to contribute toward a larger CHS budget.

Member contributions are addressed in the Joint Powers Agreement as follows:

Article IV(3)(J) provides as follows:

In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.

Article V(1) requires quarterly payments:

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.

Initial Member Funding (seed money):

Given that the July 1 deadline has already passed, consensus of the three Counties will need to be obtained before the initial contribution can be collected. In addition, the capital needs may require expenditures that do not follow the quarterly payment of budgeted amounts. In short, each Member County will need to approve the initial contribution and timing of the contribution payments.

A contribution formula will need to be developed. In developing contribution formulas for joint powers entities, a number of factors may be applicable. Population tends to be a primary consideration. Other considerations may include total market value of each County or utilization measurements. In reviewing the MMS service areas with staff, the consensus was that there was not an effective current measurement that was service related. Accordingly, the recommendation is to develop a contribution formula with the sole focus on population.

Population estimates from the U.S. Census Bureau Quick Facts report for July 1 of the year preceding the budget setting year (for example the 2018 budget will be based on July 1, 2016 population estimates). July 1, 2016 population estimates under this formula are as follows:

	<u>Population</u>	<u>Percentage</u>
McLeod County	35,842	48.58%
Meeker County	23,110	31.32%
Sibley County	14,827	20.1%
Total:	73,779	100%

My recommendation is to amend the Joint Powers Agreement to add the following Section 5 to Article V (Budget and Funds):

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year 2018. This total Member contribution will be \$_____. Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	
Meeker County	31.32%	
Sibley County	20.1%	

This amount will be paid by each Member County in a lump sum no later than _____, 2018.

Amending the Joint Powers Agreement requires recommendation of the CHS Board and ratification by the County Board of each Member County (Article X of the Joint Powers Agreement). The ratification Resolution for this change is at **Exhibit E**.

Subsequent Year Funding:

Funding for subsequent years can utilize the existing language in the Joint Powers Agreement with the July 1 budget requirement and quarterly payment schedule.

In addition to administrative funding, the CHS Board should address a funding mechanism should an existing County funded program transition to CHS. Recognizing that the cost of the

program initially borne by the County will transition to CHS, my recommendation is to adopt a transitional funding formula. A suggested method could include the following:

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

VI. CONTINUED INTEGRATION/DELEGATION ISSUES

After CHS establishes its independent administrative operations, the next step in the process is for the Community Health Board to discuss points of commonality between providing of public health services via the CHS and potentially explore the option of integration in certain programs.

My initial recommendation in this area is to require standardization of forms and written data tools. This will assist in CHS meeting its various reporting obligations, assisting when hackup is needed from County to County and provide a better “apples to apples” comparison of service measurables.

My recommendation is to continue to utilize delegation agreements for the following areas:

- 1) Case Management
- 2) School Programs and services
- 3) Jail Programs and services
- 4) Enforcement of Public Health Nuisance Laws, Ordinances and Rules

These areas appear to be best served and administered by the individual Member Counties at this time. A sample delegation agreement is at **Exhibit F**.

As a practical matter, Emergency Preparedness appears to be fully integrated.

My recommendation is to pursue integration of four other primary areas at this time. Those areas are:

- 1) Health Educators
- 2) Women, Infants and Children (WIC)
- 3) Fiscal
- 4) Formalized backup services

The first three areas would involve transition of existing County staff to CHS. The current vacancies in WIC appear to present a good opportunity to integrate at this time. The funding associated with such transition would be as noted in the Current Cost Considerations noted in the Section above. Practical issues associated with such integration would need to be developed once CHS has established its separate legal and physical identity.

The fourth area would formalize the existing backup system but introduce a mechanism for recovering staffing and other costs associated with providing the backup.

SUMMARY OF RECOMMENDATIONS AND ACTION ITEMS

- Continue current plans to create a stand alone separate CHS.
- Enter into Employment Agreement with CHS Administrator.
- Enter into agreement with Medical Consultant.
- Pursue contracts to provide services under both Prime West Health and South Country Health Alliance as a formalized funding source for programs and services that CHS may offer.
- Identify how much each Member County will need to contribute toward this stand alone and separate CHS.
- Formally recommend to each Member County that the Joint Powers Agreement be revised as follows:

Add the following Section 5 to Article V (Budget and Funds):

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year 2018. This total Member contribution will be \$ _____. Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	
Mecker County	31.32%	
Sibley County	20.1%	

This amount will be paid by each Member County in a lump sum no later than _____, 2018.

Add the following Section 6 to Article V (Budget and Funds):

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by

continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

- Develop standardization of forms and written data tools.
- Develop and utilize delegation agreements for case management, school programs and services, jail programs and services and enforcement of public health nuisance laws, ordinances and rules at this time.
- Recognize integration of Emergency Preparedness (EP)
- Pursue integration of the following areas upon CHS becoming a separate legal and physical entity:
 - 1) Health Educators
 - 2) Women, Infants and Children (WIC)
 - 3) Fiscal
 - 4) Formalized backup services

710562-v1

Personnel Committee Meeting Notes for Board Agenda

12/11/2017

Public Health Staffing:

The Personnel Committee recommends to keep the contracted WIC Nurse position as a McLeod County employee position. It was requested previously to extend the contract of this position through March. Due to change of direction in timing of CHS integration decisions – it's preferred to keep this as a McLeod County position hired as a Public Health Nurse so they have more flexibility than just WIC duties. In September it was requested to fill this full-time McLeod County position with a contracted employee due to uncertainty of CHS decisions. The original contract was approved for September through end of 2017 then extended through to March 2018. The Personnel Committee recommends approval of the full-time posting for Public Health Nurse, with an internal posting. This position is a replacement of a previously vacated position.

The Health Educator position opened last April with the retirement of a McLeod County employee. Since then, part of this role has been filled through a contract with the American Lung Association, overseen by the CHS. Filling the position was put on hold pending the outcome of the CHS decisions. As mentioned before, CHS integration decisions have not been made. Public Health would like to move forward with posting the position. The Personnel Committee recommends approval of posting for a full-time Health Educator in Public Health with an internal and external job posting. Again, this position is a replacement of a previously vacated position.

Veteran Services:

The Personnel Committee recommends to approve the increase of hours worked in the Veteran Services Department to assist in covering for an employee on leave starting January 5, 2018, expected through late March 2018. Previously, in April 2016, the State Veteran Affairs staff assisted during a leave at no additional cost to the County. The Personnel Committee recommends approving the use of State Veterans Affairs to assist during the leave this time as well.

Recorders' Office:

The Personnel Committee recommends approval of increasing a part-time employee's hours during a full-time employee's leave, which will be approximately 12 weeks. The part-time employee typically works 28 hours per week and would work up to 40 hours per week. This will be at no additional cost than usual due to the full-time employee using their accrued leave hours and not receiving regular wages during that time.



Business Service Quote

Business/Client Name: McLeod County
Address:
City/State/Zip: Glencoe, MN 55336
Business Phone: 320.864. Fax:
Mobile/Cell: 320.282.6508 Email: sheila.murphy@co.mcleod.mn.us
Client Contact: Sheila Murphy Title: HR County Administrator

Job Description: Administrative Regular Billing Rate: Mark-up 1.45
(Straight Time; Dollar Amount per Hour)

Additional fees for paid background checks and/or drug screens.
\$30 charge for drug screen (if applicable)

Quoted bill rate above includes the following: (Not applicable on Direct Placements)

- All Wages
- Workers Compensation Premiums
- Payroll Taxes
- Unemployment Insurance
- Recruiting/Pre-Screening
- Administration Fees
- Advertising Fees
- Payroll Funding
- Liability Insurance
- Any other additional Employer Burdens

This quote will expire 60 days from the above date, if not activated by first billing cycle. Rates are subject to change at any time upon 45 days written notice.

Customer/Client Responsibility

Customer agrees to provide any and all of our workers with a safe work environment and or jobsite. In addition, customer agrees to provide any required site specific training and or safety orientation prior to beginning work. Personal Protection Equipment must be worn at all times and enforced by the client. Jobsites must be under supervision at all times. It is unlawful for a Client to pay an ERC employee cash. If ERC is informed that this is happening-we will discuss the situation with you, as this is illegal. Cash wages are subject to some form of taxation at the federal and state level. If fraud or intent to evade the law is found-this could go back to the beginning of your business and penalties could be assessed and you could be criminally prosecuted.

Scheduling & Cancellation Policies

Job orders are to be submitted by phone, fax, or e-mail 24hrs in advance to Employment Resource Center, Inc. Any orders called in on short notice will be filled after advance orders. However, we will always do our best to meet the needs of all clients. Employment Resource Center, Inc. requires a minimum of 4hrs billed for any one workday. Overtime will be billed at one and one-half time the regular quoted bill rate for any time worked over forty hours in a pay period or over eight hours per day mandated by MN state labor law. Jobs must be cancelled one hour prior to start time to avoid being billed the minimum billing of 4 hours.

Payment Terms/Hours of Operation

All invoices are due upon receipt, (unless prior arrangements have been made). All long-term staffing accounts are to be on a check for check exchange basis. NO EXCEPTIONS will be made. Employment Resource Center, Inc. begins their workweek on Monday and ends on Sunday. Our office hours are M-F from 7am-5pm. However, we are on call 24/7 to serve you!

Temp- to- Hire Option

Available on an individual client basis to best meet the needs of specific occupations and positions. Please ask how Employment Resource Center, Inc. can help with your business needs. Minimum Temp to Hire requires 400 hours.

Customer Name _____ Title _____

Customer Signature _____ Date _____

Account Representative _____ Date _____

Conditions of Service

The company (client) designated confirms its agreement with Employment Resource Center, Inc. to the following terms and conditions of service rendered by Employment Resource Center, Inc now or in the future.

Client assumes to indemnify and hold harmless Employment Resource Center, Inc from any claims of bodily injury (including death), financial loss or loss of use or damage to property arising out of the use or operations of client's machinery or equipment by Employment Resource Center, Inc employees, damage to, loss of or loss of use of Clients property while in the care, custody or control of Employment Resource Center, Inc employees.

It is agreed that Client shall notify Employment Resource Center, Inc immediately of any changes in the duties of an Employment Resource Center, Inc employee from those originally described to Employment Resource Center, Inc. Client also agrees to notify Employment Resource Center, Inc if an employee performs any work under a government contract, and agrees to pay Employment Resource Center, Inc a price differential to reflect the higher wages that may be due to any such employee by reason of any government contract or contract specifications.

Employment Resource Center, Inc reserves the sole right to establish the wages and fringe benefits, if any, of its employees and assume responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes and the maintenance of Workman's Compensation insurance required by state law.

Client agrees to indemnify and hold harmless Employment Resource Center, Inc for damages, claims, or penalties arising out of any violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplace or equipment owned, leased, or supervised by Client and to which Employment Resource Center, Inc employees are assigned.

Client shall not entrust Employment Resource Center, Inc employees with unattended premises or any part thereof, handling cash, negotiables, jewelry or any other valuables of any kind, without first obtaining written permission from Employment Resource Center, Inc and then only when an Employment Resource Center, Inc employee's specific duties necessitate such activity. Client shall not advance cash or other valuables to Employment Resource Center, Inc employees for any reason, and the Client specifically waives any and all rights to offset the amount of value advanced against any money owed to Employment Resource Center, Inc.

Operation of Motor Vehicle

It is agreed that Employment Resource Center, Inc and the Client recite and declare the following: Whereas, Client has requested that Employment Resource Center, Inc furnish certain of their employees to drive motor vehicles owned, leased and/or used by Client in business. Whereas, Employment Resource Center, Inc will provide Workers Compensation coverage for their employees but does not cover physical loss or damage to Client vehicles or the contents thereof caused by the negligence or other acts of their employees.

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree and covenant as follows:

In order for Employment Resource Center, Inc to furnish its employees to Client, employee(s) shall not be liable for loss or damage and it is further agreed the Client shall indemnify and save Employment Resource Center, Inc and its employees harmless from any claims and expenses (including the expense of litigation) for bodily injury or property damage asserted by Client, its employees, agents, the owner of any such vehicles or contents thereof, or by members of the general public, arising out of the operation or use of said vehicles by any of Employment Resource Center, Inc's employees while said employees are action within the course and scope of Client's business activities.

Employment Resource Center, Inc. shall remain responsible for providing worker's compensation insurance coverage for its employees in accordance with the laws of the state in which the work is performed.

Client shall provide an automobile liability insurance policy covering bodily injury and property damage liability arising out of the business related use and/or operation of Client's motor vehicles by Employment Resource Center, Inc. and its employees. The policy provided by Client shall be primary insurance. The insurance policy shall have liability limits for bodily injury and loss of use of and damage to property of not less than \$1,000,000.00 combined single limit. Employment Resource Center, Inc and its employees shall be name additional insured. Upon request of Employment Resource Center, Inc. Client shall furnish a Certificate of Insurance showing that the required insurance coverage is in effect

The undersigned are expressly authorized to sign this Agreement for and on behalf of Client and Employment Resource Center, Inc.

Signature _____ Date _____

Print Name _____ Title _____

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>December 19, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:00 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:

Consider denial of Conditional Use Permit 17-21 requested by Mitchell Niccum for exterior storage of more than five (5) vehicles and up to forty (40) vehicles to be kept and stored on-site and salvaged throughout the year then disposed of at another facility, located within 3.01 AC of the NW ¼ SW ¼ of Section 24 in Hutchinson Township.

JUSTIFICATION FOR MOTION:

The Hutchinson Town Board recommended approval of this request on September 14, 2017.

The McLeod County Planning Commission recommended denial of the Conditional Use Permit on October 25, 2017 with findings for denial.

The McLeod County Board of Commissioners tabled this item on November 7, 2017 to go back before the Planning Advisory Commission to allow Mr. Niccum the opportunity to attend the meeting and explain his business plan.

The McLeod County Planning Commission, again, recommended denial of this request as presented on November 22, 2017 due to the following findings:

1. Applicant does not have a written business plan or operational plan describing the business process, safety measures, proper waste disposal, handling of hazardous materials, and proper site plan regarding fencing and screening.
2. Without a written business or operational plan, adequate measures and plans were not addressed as to control and prevent spills of hazardous automotive fluids leaking during the outdoor storage and/or dismantling vehicles.
3. The available rear yard area of the 3.01 acre parcel designated for exterior storage is too small for the storage of 40 vehicles.
4. Without addressing the proper collection and disposal of the automotive fluids, there were environmental concerns of neighboring properties which also include the sensitive areas of the Fish and Wild Life and Pheasants Forever property.
5. Due to the topography and elevation of the parcel there was concern of surface sheet flow run off from snow melt and rains directly into the CR #4 road right of way.

6. Traffic concerns for site clearance and other safety concerns on CR #4 for the amount of loaded trailers entering and leaving the site.
7. Difficulty in the proper screening the site due to the elevation change would become a visual nuisance to the area.
8. The amount of letters received by neighboring property owners in opposition to this request, unlike other existing salvage yards within their township located within a more commercial use area, their concern is that this type of land use at this location would adversely affect their property values,

STAFF REPORT

TO: McLeod County Planning Commission

Prepared By: Larry Gasow

Date: October 5, 2017

Permit: CUP #17-21 Meeting Date: October 25, 2017

.....

GENERAL INFORMATION

Applicant: Mitchell Niccum
21362 Major Ave
Hutchinson, MN 55350
612/239-7764

PID #08.024.1100

Requested Action: Application for a conditional use permit for the purpose of an auto salvage use of more than four vehicles as a home occupation.

Purpose: To operate a home occupation of an auto salvage type business in which approximately 40 vehicles would be stored outside on the site at any given time.

Existing Zoning: Agricultural.

Location: 3.01 Ac tract in NW ¼ of SW ¼ of Section 24 of Hutchinson Township.

Size: 40 vehicle auto salvage with exterior display within the rear yard area and property line.

Existing Land Use: Existing acreage with residential building site.

Surrounding Land Use & Zoning: "A" Agricultural.

Applicable Regulations: Section 7, Subdivision 3, Subparts 16

History: None, Mr. Niccum recently purchased the property.

SPECIAL INFORMATION

Transportation: CR #4 – Major Ave
Physical Characteristics: Existing residential building site.

ANALYSIS

The Hutchinson Town Board has not made known their recommendation to our office at the time of mailing this staff report. This site has existing residence and structures less than 2,400 sq. ft. which is being used for auto salvage and preparing the vehicles for area demolition derbies. The outdoor storage of more than 4 autos in addition to do the salvage work requires a CUP as a home occupation. There hasn't been any nuisance or other concerns from the neighbors at this point of potential blight, noise or other issues. There are two neighbors within a ¼ mile of this site. The cars within the side and rear property line should be kept back a minimum of 10 feet for clearance of mowing and traffic.

RECOMMENDATIONS

Staff has no objections at this point in time, concerns or conditions should include if recommendation of approval is made but not limited to:

1. This designated outdoor storage area be located a minimum of 10 feet from both side and rear yard property lines.
2. Proper screening be put in place for spare body and mechanical parts.
3. There be scheduled pick up of metal, fluids and other disposable items.
4. Noise and lights be kept at a minimum on week nights after 10:00 PM or before 6:00 AM on weekends.

Sandy Posusta

From: John Brunkhorst
Sent: Friday, October 06, 2017 10:08 AM
To: Sandy Posusta; Ryan Freitag
Cc: Larry Gasow; Marc Telecky
Subject: RE: Request for Comment - PAC

I don't have concerns provided they remain outside Highway Right of Way, preferably 50' from centerline.

John

John T. Brunkhorst, P.E.
County Engineer
McLeod County Highway Department
1400 Adams Street SE
Hutchinson, MN 55350

Tel: (320) 484-4321
Fax: (320) 234-6971

Visit our [Highway Department Website](#).



McLeodCoHwy

From: Sandy Posusta
Sent: Thursday, October 05, 2017 1:58 PM
To: John Brunkhorst; Ryan Freitag
Cc: Larry Gasow; Marc Telecky
Subject: Request for Comment - PAC

Greetings:

Our offices requests your review and comments regarding an application for the storage of vehicles outside which will then be salvaged. See the attached information.

The aerial photo is two years old and does not show the amount of vehicles that are currently placed on the property.

Thank you.

Sandy Posusta | Secretary

08.024.1100_Niccum



Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data. The data is meant for reference purposes only and should not be used for official decisions. If you have questions regarding the data presented in this map, please contact the McLeod County GIS Department.

This information is to be used for reference purposes only.



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**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date: November 7, 2017 Originating department: Planning & Zoning
Consent or regular agenda: Regular Preferred agenda time: 10:00 a.m.
Amount of time needed: 10 minutes Funding source (if applicable): _____
Contact person for more info: Larry Gasow Are funds in Dept. budget: _____
Representative (present at the meeting to discuss): Larry Gasow X-1218

MOTION REQUESTED:

Consider denial of Conditional Use Permit 17-21 requested by Mitchell Niccum for exterior storage of more than five (5) vehicles and up to forty (40) vehicles kept and stored on-site to be salvaged throughout the year and then disposed of at another facility and to be located within 3.01 AC tract in the NW ¼ of SW ¼, of Section 24 in Hutchinson Township.

JUSTIFICATION FOR MOTION:

The Board of Hutchinson Township recommended approval of this request on September 14, 2017.

The McLeod County Planning Commission recommended denial of the Conditional Use Permit on October 25, 2017. The applicant failed to attend the Public Hearing to address the following concerns; therefore, these findings of fact for denial are as follows:

1. The rear yard area of the 3.01 acre parcel designated for exterior storage is too small for the storage of 40 vehicles. *1.4 Ac*
2. Without a business or operational plan, adequate measures and plans were not addressed as to control and prevent spills of hazardous automotive fluids leaking during the outdoor storage and/or dismantling vehicles.
3. Without addressing the proper collection and disposal of the automotive fluids, there were environmental concerns of neighboring properties which also include the sensitive areas of the Fish and Wild Life and Pheasants Forever property. *Adjacent*
4. Due to the topography and elevation of the parcel there was concern of surface sheet flow run off from snow melt and rains directly into the CR #4 road right of way.
5. Traffic concerns for site clearance and other safety concerns on CR #4 for the amount of trailers entering and leaving the site.
6. Difficulty in the visual screening the site due to the elevation change would adversely affect the neighboring property values.
7. The amount of letters received by neighboring property owners in opposition of this request due to there being other existing salvage yards within a short distance of them.



McLeod County Planning and Zoning
830 11th Street Suite 113
Glencoe, Minnesota 55336

Attn: Larry Gasow
McLeod County Zoning Administrator

In my second response to the application of a Conditional Use Permit for the use of an Auto Salvage (Junk Yard) on one Mitchell Niccum On Property described as 3.01 acres tract in the NW1/4 of SW1/4 Sec 24 twp 117-29 (Hutchinson).

We object to the aforementioned property to be used for the purpose of a Salvage (Junk Yard) We feel this can cause many problems. Not just the lowering of property values, but the potential for health concerns as well. Not to mention the increased amount of traffic to this area of which could be undesirable.

We hope that a progressive County such as McLeod would take such matters in consideration in REJECTING this permit!

We are also wondering of the continuation of this matter, which seems to have met rejection in the past. I believe this is the 3rd meeting and seems to look like the Commission for some unknown reason other than stated in the letter of Nov. 15 (absentee of Applicant) Is trying to push this through?

In closing once again We are Strongly in favor of REJECTION of this use Permit!

Thank You,

Larry Overson

Larry Overson 11-19-2017

Karen Overson

Karen Overson 11-19-2017

20419 N Fountain Crest Ct.
Surprise, AZ 85374
623-363-0484
larryoverson8@gmail.com

We, Jenny + Ray Gates at
13625 22nd St., do not
agree with the salvage yard
located on Major Ave. It is
an eye sore that I/we have to
see several times a week.

There is another one close
by. We do not need 2
within 5 miles.

OCT 24 2017

SLP

Jenny Gates
Ray Gates

10/19

Jenny
136
Ave

10/28
Me & my wife do ~~not~~ want
a Scrap yard in the neighborhood.
There is one 2 1/2 miles away and
thats enough. Not only would it be
an eye sore, it would also cause
contamination to the environment &
our ground water.

Keith Q. Sed

13695 210th St
Hutchinson Mn. 55350

OCT 24 2017

Slp

Keith
1369
Hatch

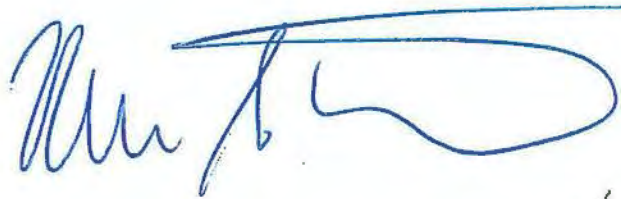
OCT 24 2017

SLP

I, Nicholas Tritz, ~~at~~

13271 210th st, Hutchinson, MN 55350

am opposed to having another salvage
yard so close to my home
as there is another salvage
~~yard~~ yard within 2.5 miles on
Highway 7.



10/19

Nicholas
1327
Hutch

OCT 24 2017

SLP

10/20/17

To: Marc Yalochy, McLeod Co. Assst. Zoning Administrator
Cn.

From: Jim Schlegel

Subject: Conditional Use Permit for an Auto Salvage Yard

I'm in opposition of this permit for reasons listed below.

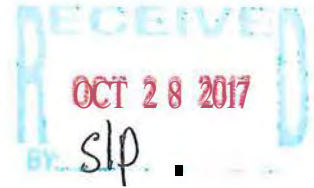
1. Unsightly surroundings affecting immediate neighbors and personnel using beautiful county ~~road~~ #3 - (Main avenue).
2. Immediate neighbors property values.
3. Not needed in the area with a Scrap Auto Salvage only several miles of the area as well as the Auto Salvage located in Hutchinson.

Comments:

This has always been a very well kept yard sign land with ~~only~~ 3.01 acres, its hardly large enough to accommodate a salvage yard and residence as well -

Thank you.

Jim Schlegel



October 18, 2017

In regard to the proposed auto salvage on Major Avenue.

Am in opposition to it. There is an auto salvage three miles away and we do not need another. This property is too small and it is too close to fence too close to the road. Even with fencing it would not be sufficient the property is at different levels.

It will also hurt the property values in the area.

Sincerely Yours,

Jessica Kortuem
Jessica Kortuem
13565 210th St.
Hutchinson, MN 55350

McLeod County Planning & Zoning
830 11th Street East Suite 113
Glencoe, Minnesota 55336

Attn: Marc Telecky
McLeod Co. Asst Zoning Administrator

In reponse to the Application of a Conditional use permit for the use of an Auto Salvage (Junk Yard) to One Mitchell Niccum on property discribed as 3.011 Acres tract in ~~the NW1/4 of SW1/4~~ Sec 24 Twp117-29 (Hutchinson) The legal is on file at the Zoning Office.

We object to the aforementioned property to be used for the purpose of a Salvage (Junk yard). We feel that this can cause many problems to the area. Not only the lowering of property values, but the potential for health concerns as well. Not to mention the increased amount of traffic to this area of which some could be undesirable.

We hope that a progressive County Such as McLeod would take such matters in consideration in REJECTING this permit.

Larry and Karen Overson

20419 N. Fountain Crest Ct.
Surprise, AZ 85374
Larry Phone: 623-363-0464
email: lmoverson@aol.com
Karen Phone: 623-363-9195
email: kmoverson@aol.com

Larry Overson 10-15-2017
Karen Overson 10-15-2017



**TRAILBLAZER JOINT POWERS BOARD
PUBLIC TRANSIT JOINT POWERS AGREEMENT**

This Joint Powers Agreement is made and entered into this 1st day of January, 2018, by and between Sibley County, McLeod County, and Wright County Area Transportation Joint Powers Board (hereinafter referred to as "WCAT") (collectively Sibley County, McLeod County and WCAT are the "Member Entities"). All Member Entities are located in the State of Minnesota.

WITNESSETH:

WHEREAS, Minnesota counties and joint powers boards are empowered under MN Stat. §471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, the Member Entities desire to provide for an agreement between and among them establishing the TRAILBLAZER JOINT POWERS BOARD (hereinafter referred to as "Transit Board") for purposes of providing a coordinated service delivery and funding source for public transportation. This agreement replaces the previous Joint Powers Agreement between Sibley County and McLeod County, executed on June 8, 1999, which originally established the Trailblazer Joint Powers Board, the revised Joint Powers Agreement executed on January 1, 2015, and any prior amendments. Therefore, the Transit Board is a successor joint powers entity to the original joint powers entity created on June 8, 1999; and

WHEREAS, it is the resolution of the governing board of each of the Member Entities that it is in the best interests of the people of Sibley County, McLeod County, and the members of WCAT, respectively, to enter into such an agreement in order to obtain funding and provide centralized planning and implementation of needed public transit services;

NOW THEREFORE, the Member Entities, by their governing boards, jointly agree as follows:

1. Joinder of Entities. The Member Entities are hereby joined together for the purposes of coordinating service delivery and providing a funding source for Public Transit Service, as defined in section 6, through the Transit Board.
2. Funding Sources. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from State and Federal grant monies. Member Entities are committed to providing the local match necessary to meet the requirements for State and Federal funding as specified in section 10. If future additional funding is required of the Member Entities, this will be accomplished by a separate resolution of the Transit Board and approval of each Member Entities' governing board and/or further amendments to this Joint Powers Agreement.

3. Board Composition. The Transit Board shall consist of two elected officials from McLeod County, Sibley County, and WCAT originating from and appointed by the governing board from each Member Entity (for purposes of WCAT, ("Board Member")), resulting in a total of six Board Members on the Transit Board. Each Board Member will have one equal vote. Member Entities may appoint alternates ("Alternates") who may act in the place and stead of an absent Board Member from their own respective entity, including the exercise of all voting rights of the absent Board Member. Alternates must meet the same qualifications as Board Members. Member Entities may send additional representatives to participate in Transit Board meetings who need not be Board Members or Alternates, but these additional representatives shall not have voting power.

4. Exercise of Powers. The powers of the Transit Board shall be exercised by the Board Members and Alternates, except in the case of a declared deadlock as specified in section 8.

5. Meetings. The Transit Board shall meet at least quarterly on a schedule determined by the Transit Board. All meetings of the Transit Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law (Minn. Stat Chap. 13D and amendments thereto).

Meetings of the Transit Board shall be called and scheduled at the discretion of the acting Chairperson. Any other individual Board Member may call an official meeting upon written request to the acting Chairperson and such meetings must be held within 10 calendar days of receipt of written request. Only Board Members officially appointed by the Member Entities are allowed to call meetings. Alternates are not permitted to call meetings. Notice of official meetings of the Transit Board shall be communicated to all members of the Transit Board and the general public in accordance with Minnesota Open Meeting Law.

6. Powers and Duties. The powers and duties of the Transit Board include establishing, funding, coordinating, administering and operating a Public Transit Service and any other activities necessary for the provision of an efficient public transit service (collectively "Public Transit Service"), including the following:

- a) The Transit Board shall receive and expend State and Federal Department of Transportation funds, or other funds from lawful sources including fares, donations or gifts, for the purpose of providing Public Transit Service and supplemental services designated by the Transit Board.
- b) The Transit Board shall approve an annual budget.
- c) The Transit Board shall adopt and implement an annual management plan approved by the Minnesota Department of Transportation to carry out its purpose.

d) The Transit Board may cooperate or contract with the State of Minnesota, its political subdivisions, federal agencies, or private or public organizations to accomplish the purpose for which it is organized.

e) The Transit Board may contract for or purchase such insurance as the Transit Board deems necessary for the protection of the Member Entities, Transit Board, and their property.

f) The Transit Board may make contracts, hire employees, employ consultants, incur expenses, and make expenditures necessary and incidental to the effectuation of its purposes and powers in conformance with the requirements applicable to contracts and purchases of all Member Entities.

g) The Transit Board may appoint such committees as it deems necessary to advise the Transit Board; provided all powers provided herein shall be exercised only by the Transit Board.

h) The Transit Board shall, prior to taking any action which involves borrowing or bonding, obtain the consent of each Member Entity.

i) The Transit Board may exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, provided that no action of the Transit Board shall be contrary to the terms of this Joint Powers Agreement.

7. Terms of Members. The terms of the Board Members shall be for up to one year and at the pleasure of their respective governing boards. At the end of their terms, the individual Board Members may be reappointed by their governing boards or new Board Members may be appointed. There is no limit to the number of terms a Board Member can serve.

8. Voting. Each Board Member shall have one vote. Voting by proxy shall not be allowed, except Alternates may vote as provided in section 3, above. A quorum is defined as consisting of all of the following: (i) a minimum of four Board Members;; and (ii) the majority of Board Members present must be regular Board Members as opposed to Alternates. A simple majority vote of the Board Members and Alternates present at a meeting with a valid quorum shall be required for the Transit Board to take action unless otherwise required in this Joint Powers Agreement or by law. In the event of a tie vote, no action can be taken and discussion shall continue until a new vote resulting in a simple majority is achieved. In the event the acting Chairperson declares the Transit Board is deadlocked and a simple majority vote cannot be achieved, the issue shall be referred to the governing boards of the three Member Entities, each of which shall vote separately in open meetings to decide the issue. In such cases, the Transit Board shall be bound by a majority vote of the governing boards of the Member Entities.

9. Officers. Officers of the Transit Board shall include a Chairperson, Vice-chairperson, and Recorder. Each officer shall be from a different Member Entity. Officers will rotate annually between entities over

three (3) years. For example, if for one year the Chairperson is from Sibley County, the Vice-chairperson is from McLeod County, and the Recorder is from WCAT, then the following year the Chairperson will be from McLeod County, the Vice-chairperson will be from WCAT, and the Recorder will be from Sibley County. In the third year, the Chairperson would be from WCAT, the Vice-chairperson would be from Sibley County, and the Recorder would be from McLeod County. The Transit Board shall elect its own officers at the first regular meeting in each calendar year. Terms shall run through the end of the calendar year and will carry through until the first meeting of the following calendar year until new officers are elected. In the event an officer's seat is vacated, a new officer shall be selected in the same manner as above at the first Transit Board meeting held after the officer's seat is officially vacated. Alternates do not assume the duties of officers on the Transit Board. The Transit Board may create and elect other officers as it deems necessary to conduct its meetings and affairs.

10. Finances. The Transit Board shall identify those services and expenditures for planning and implementation of Public Transit Service for Sibley County, McLeod County, and WCAT. Expenditures shall be approved by the Transit Board. The Transit Board shall serve as its own fiscal agent but may hire an independent CPA firm to assist with the fiscal responsibilities of the Public Transit Service.

An annual budget shall be prepared and approved by the Transit Board. The Transit Board shall receive periodic reports of expenditures, receipts, and current fund balances.

The Transit Board shall cause to be made an annual audit of its books and accounts and shall make and file a report to its Member Entities including a) financial conditions, b) status of projects, c) business transacted, and d) other matters which affect the interest of the Transit Board. No part of any net earnings of the Transit Board or any transit programs established, funded, coordinated, administered or operated thereunder shall inure to the benefit of, or be distributed to, its members, directors, officers or other private persons, except that the Transit Board shall be authorized and empowered to pay reasonable compensation for services rendered.

The financial commitment of each Member Entity is limited to a percentage of the total local share match necessary for State and Federal grant monies for the Public Transit Service, including both operating and capital expenses, on the following basis: Sibley County = twenty percent (20%), McLeod County = thirty-five percent (35%), WCAT = forty-five percent (45%) ("Local Share"). The Transit Board will determine the total Local Share that will be divided between Member Entities according to these percentages. The Transit Board may elect to deviate from these percentages under special circumstances only if such a deviation is unanimously approved by the Board Members. The percentages that govern the division of Local Share shall be reviewed annually by the Transit Board between March 31st and July 1st, and may be adjusted to reflect service levels or for any other reason; provided, however, that readjustment of the percentages of Local Share is subject to the approval of each Member Entity.

Each Member Entity will be periodically required to provide a working capital advance (“Advance”) for the Public Transit Service for cash flow purposes. The total amount of working capital needed at any given time shall be determined by majority vote of the Transit Board. Subject to the approval of each Member Entity, each Member Entity shall contribute a percentage share of the required working capital to the Transit Board in accordance with the aforementioned percentages for the division of Local Share. The Transit Board shall review the total working capital balance on a periodic basis. Any Advance shall be returned in full, but without interest, to any Member Entity within 30 days of final completion of the third-party audit conducted at the end of the fiscal year after the effective date of that Member Entity’s withdrawal from this Joint Powers Agreement as set forth in section 14.

11. Contracting. The Transit Board may enter into contracts or otherwise provide for the establishment, funding, coordination, administration and operation of Public Transit Service, except that the Transit Board has no authority to bind any individual Member Entity to the expenditure of Member Entity funds other than for payment of its proportion of Local Share for the Public Transit Service.

12. Property. The Transit Board may acquire and hold, lease, and convey real and personal property necessary for the administration, operation and coordination of Public Transit Service. At such time as the Transit Board is dissolved, any property acquired or held by the Transit Board shall be distributed in proportion to the total contributions by respective Member Entities over the entire duration of Public Transit Service provided by the Trailblazer Joint Powers Board and the Transit Board since the inception of the original Joint Powers Agreement between Sibley and McLeod Counties effective June 8, 1999.

The Transit Board shall continue to exist after dissolution for the sole purpose of concluding the affairs subject to this Joint Powers Agreement for such period, no longer than six (6) months or as is necessary to conclude such affairs.

13. Bylaws and Operating Procedures. The Transit Board may adopt such operating procedures as necessary for its effective operation, and may have bylaws which govern the operation of the Transit Board and which shall be adopted by a majority vote of all Transit Board members. Bylaws and operating procedures may be amended by a majority vote of the Transit Board at a regular meeting or a special meeting.

14. Effective Date; Withdrawal. This agreement shall become effective on January 1, 2018, subject to execution by all Member Entities hereto, and shall continue until withdrawal of a Member Entity. A minimum of one calendar year’s written notice to the Chairperson is required to withdraw from this Joint Powers Agreement. A Member Entity may only withdraw at the end of a budget year and is responsible to pay its percentage of all Local Share expenses until the effective date of withdrawal, which shall be the December 31 following the required year’s notice. (For example, if notice of withdrawal is given in the month of December, withdrawal will be effective 13 months later at the end of the budget year on the following December 31.) Upon receipt of such notice from one or more Member Entities, the remaining Member Entities may agree to continue to operate together, add other

partners, or discontinue this Joint Powers Agreement. Any addition or subtraction in the number of Member Entities shall require an amendment to this Joint Powers Agreement.

Any Member Entity formally withdrawing is still obligated to pay its percentage of Local Share according to the terms of this Joint Powers Agreement up to the effective date of withdrawal, but shall have no further liability or obligation to the other Member Entities, except as to the actions, events, or responsibilities arising or occurring before the effective date of withdrawal. Upon receipt of the resolution of withdrawal from a Member Entity, the Chairperson shall send a copy of said resolution to all other Member Entities.

Following the effective date of withdrawal from this Joint Powers Agreement, the withdrawing Member Entity shall fulfill any outstanding contractual responsibilities it may have with the Minnesota Department of Transportation, any other State or Federal agency, or to the other Member Entities. Additional entities not party to this Joint Powers Agreement may indicate their desire to join by submitting a governing board resolution to that effect to the Chairperson of the Transit Board. Each Member Entity must approve the addition of any other entities. Joining entities must demonstrate the ability to meet the financial obligations contained in this Joint Powers Agreement.

15. Savings Clause. If any section, subdivision or provision of this Joint Powers Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision, or provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

16. Agreement Amendments. Amendments of this Joint Powers Agreement are subject to approval by each of the Member Entities.

IN WITNESS WHEREOF, this Joint Powers Agreement is signed by the respective chairpersons of the Governing Boards of the undersigned parties, upon approval by each of their respective governing boards duly made, seconded and carried, all effective on the day and year first hereinbefore written.

SIBLEY COUNTY ATTEST:

Sibley County Administrator

Sibley County Board Chair

Approved as to Form & Execution

Sibley County Auditor

Sibley County Attorney

MCLEOD COUNTY ATTEST:

McLeod County Administrator

McLeod County Board Chair

WCAT ATTEST:

WCAT Secretary

WCAT Board Chair