### FILLMORE COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

### **September 14, 2021**

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

Mitch Lentz – First District Randy Dahl – Second District Larry Hindt – Third District Duane Bakke – Fourth District

Marc Prestby – Fifth District

The Fillmore County Board continues to have in-person / virtual meetings so that the public can participate in the meeting by phone or virtually if they choose. To participate by phone Dial Toll Free 1-844-621-3956 or US Toll 1-415-655-0001 and enter Access Code 2490 734 7905; to participate virtually go to <a href="www.webex.com">www.webex.com</a>, click on "join meeting" in top right corner of your screen; then enter the Meeting ID, 2490 734 7905 may need password 3PHwqPawT74.

9:00 a.m. Pledge of Allegiance

Approve agenda

Approve Consent Agenda:

- 1. Approve September 7, 2021 County Board minutes
- 2. Approve Liquor License for Preston's Servicemen's Club

Approve Commissioners Warrants

**Review Finance Warrants** 

9:05 a.m. Kurt Wayne, District's Principal Planner, MNDOT District 6

- 1. Review of MNDOT 10 year capital highway investment plan (CHIP)
- 9:30 a.m. Citizen's Input
- 9:35 a.m. Jail Needs Assessment Committee
  - 1. Discussion with possible action regarding Jail Needs Assessment Report
- 9:55 a.m. Ron Gregg, Highway Engineer
  - 1. Consider the recommendation on the spending of the County Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds received in the Highway Department on the two Tandem Plow Trucks to be received in 2021
- 10:05 a.m. Cristal Adkins, Zoning Administrator
  - 1. Consider an access permit for Jacob Hyke, section 28 City of Canton
  - 2. Consider an access permit for Antonio Stemp, section 27 of Carimona Township
  - 3. Consider resolution for SSTS Ordinance amendment, Section 405
- 10:10 a.m. Lindsi Engle, Human Resources Officer
  - 1. Consider request to hire replacement Highway Maintenance Specialist at Grade 8/ step 1 effective 9/29/21 as recommended by the hiring committee

#### FILLMORE COUNTY BOARD OF COMMISSIONERS

September 14, 2021 Meeting

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### 10:15 a.m. Bobbie Hillery, Administrator

- 1. Consider approval for agreement for Lanesboro Abatement
- 2. Discussion with possible action regarding the University of Minnesota Extension Agreement for 2022-2024
- 3. Discussion with possible action regarding 2022 Preliminary Levy and Budget
- 4. Discussion with possible action regarding American Recovery Act Dollars

#### Calendar review, Committee Reports and Announcements

#### **Meetings:**

Wednesday, Sept. 15th	6:00 p.m.	Annual Township Banquet and Meeting (Spring Valle	y Community Center)
Thursday, Sept. 16 <sup>th</sup>	10:00 a.m.	Historical Society (Fountain)	Bakke
Thursday, Sept. 16 <sup>th</sup>	4:30 p.m.	SWCD Meeting (SWCD Building)	Bakke
Thursday, Sept. 16 <sup>th</sup>	7:00 p.m.	Planning Commission (Courthouse)	Bakke
Tuesday, Sept. 21st	8:00 a.m.	Law Enforcement (CR 102U)	Prestby/Lentz
Tuesday, Sept. 21st	9:00 a.m.	Technology (CR 102U)	Prestby/Lentz
Wednesday, Sept. 22 <sup>nd</sup>	8:30 a.m.	Wellness/Activities (CR 102U)	Bakke/Lentz
Thursday, Sept. 23 <sup>rd</sup>	4:30 p.m.	EDA (CR 102U)	Lentz/Hindt
Monday, Sept. 27 <sup>th</sup>	6:00 p.m.	Zumbro Valley Health Center (Rochester)	Lentz
Tuesday, Sept. 28th	7:30 a.m.	Highway Department (Highway Office)	Prestby/Bakke
Tuesday, Sept. 28 <sup>th</sup>	9:00 a.m.	Special Board Meeting	ALL

#### **COMMITTEE OPENINGS:**

Community Corrections Task Force – District 2 meets quarterly at noon

This is a preliminary draft of the September 7, 2021, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in special session this 7th day in September, 2021, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Larry Hindt, Randy Dahl, Mitch Lentz and Duane Bakke. Tim Penny, President & CEO of Southern Minnesota Initiative Foundation; Jessica Erickson, Director of Nursing; Diane Olson, Lead Fiscal Officer; Jason Marquardt, Veterans Services Officer; Kevin Olson, Social Services Manager; Andrew Hatzenbihler, Solid Waste Administrator; Brent Kohn, Shop Foreman Highway; Darrell Schmitt, Highway Engineering Supervisor; Chris Hahn, CEDA; Lindsi Engle, Human Resources Officer; Bobbie Hillery, Administrator/Clerk; Bonita Underbakke and Karen Reisner, Fillmore County Journal.

Also, present via WebEx: Lynn Mensink, SEMCAC; Loni Kemp; Tara Kraling, Accounting Technician; Lori Affeldt, Finance Director; Kristi Ruesink, Accounting Technician; Brett Corson, Attorney; Justin Kroeger, Gallagher Representative; Lauren Hanson, Court Administrator.

The Pledge of Allegiance was recited.

On motion by Hindt and seconded by Lentz, the Board unanimously approved the Agenda.

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

- 1. August 24, 2021 County Board minutes
- 2. Approve Serenity Hills Liquor License Renewal
- 3. Approve 2021 Tobacco Licenses

On motion by Bakke and seconded by Lentz, the Board unanimously approved the Commissioner's Warrants.

The Finance Department warrants were reviewed.

Lynn Mensink, SEMCAC was present via WebEx.

On motion by Hindt and seconded by Lentz, the following Resolution was adopted unanimously: Resolution 2021-043: Authorizing Acceptance and Execution of Minnesota Housing Finance Agency Family Homeless Prevention & Assistance Program.

Jessica Erickson, Director of Nursing was present.

On motion by Lentz and seconded by Hindt approval to purchase additional chairs from Schmidt Goodman with grant funding at a cost of \$14,905.50 for 30 chairs and \$623.25 for a receptionist stool.

Erickson provided a COVID update as well as some temperature system options for testing prior to entrance into the Fillmore County Buildings.

Tim Penny, President and CEO of Southern Minnesota Initiative Foundation was present.

Tim Penny presented his annual presentation for Southern Minnesota Initiative Foundation.

Citizens input opened at 9:41 a.m.

Bonita Underbakke was present to speak.

Ms. Underbakke stated that she thinks that the County could avoid the costs of temperature checking machines if the County would implement a mask mandate to keep people safe.

Loni Kemp was present via WebEx to speak.

Ms. Kemp spoke regarding the County spraying ditches. She stated that it causes environmental harm. She is concerned about wiping out wild flowers and various plants. She thanked the Board for hearing her concerns.

Citizens input was closed at 9:48 a.m.

Jessica Erickson, Director of Nursing; Kevin Olson, Social Services Manager; Jason Marquardt, Veterans Services Officer; Diane Olson, Lead Fiscal Officer were present to review their 2022 Community Services Budgets.

Jessica Erickson proposed her 2022 Public Health budget.

Diane Olson proposed her 2022 Social Services & Local Collaborative budget.

Jason Marquardt proposed his 2022 Veterans Services budget.

The Chair recessed the meeting at 10:19 a.m. and resumed back in session at 10:36 a.m.

Drew Hatzenbihler, Solid Waste Administrator was present.

On motion by Prestby and seconded by Hindt, the following resolution was adopted unanimously: **Resolution 2021- 044** to set current market value for MSW at \$81.67 in Pursuance of Minnesota Statutes, Chapter 297H.

Brent Kohn, Shop Foreman Highway & Darrell Schmitt, Highway Engineer Supervisor were present.

On motion by Prestby and seconded by Bakke, the Board unanimously approved moving the surface reconditioning project for CSAH 30 into the year 2022 and moving the CSAH 2 surface reconditioning project to the year 2024.

On motion by Bakke and seconded by Prestby, the Board unanimously approved weed spraying on the south half of the County for fall. Noting that unallocated funds in the Highway department should be used first for the cost and then using a repair line item dollars within the budget for fall spraying.

On motion by Prestby and seconded by Hindt, the Board unanimously approved entering into a continued agreement with the owners of the Thompson Pit for two years to continue to obtain winter sand for use on County Roads.

On motion by Bakke and seconded by Prestby, the following resolution was adopted unanimously: **Resolution 2021-045** a final payment of \$1,378.42 for the 2021 Contracted Rock for Orval Sorum & Sons.

On motion by Hindt and seconded by Prestby, the following resolution was adopted unanimously: Resolution **2021-046** a final payment of \$846.16 for the 2021 Contracted Rock for Milestone Materials.

Chris Hahn, EDA was present.

On motion by Lentz and seconded by Hindt, the Board unanimously approved resolution for Fillmore County EDA's participation in the initial feasibility and planning process for a potential regional application to the Federal EDA – Build Back Better Regional Challenge as recommended by the Fillmore County EDA Board.

Lindsi Engle, Human Resources Officer was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request to hire a temporary part time up to full time Building Maintenance position to cover current employee's leave of absence.

Justin Kroeger was present via WebEx to present Fillmore County Health Insurance 2022.

Mr. Kroeger explained our insurance options, noting that Southeast Service Cooperative would be changing providers and moving to Medica as of January 1, 2022 and that Blue Cross Blue Shield of Minnesota has also provided a quote for insurance benefits with them for 2022. Kroeger noted that with Medica all employees would have one plan design on and access to all Networks in the area. He noted that if the County continued with BCBS of Minnesota the County would continue to provide two plans, one that includes Mayo Clinic and a high value plan that does not. It was note that with Medica, Preventative RX would be included that provides numerous prescriptions at no cost to the employees.

On motion by Bakke and seconded by Lentz, the Board unanimously approved to continue to work with the Southeast Service Cooperative and transition to Medica as of January 1, 2022.

On motion by Lentz and seconded by Prestby, the Board unanimously approved the request to initiate contract with Medsurety for COBRA and retiree outsourcing.

Bobbie Hillery, Administrator was present.

Board discussed the contract but would like to revisit the University of Minnesota Extension Agreement for 2022-2024 at a future meeting.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the appointment of John Zanmiller to Community Corrections Task Force At-Large Seat.

On motion by Hindt and seconded by Lentz, the Board unanimously approved the appointment of Tom Mosher to Community Corrections Task Force District 1 Seat.

A review of the calendar was made with the following committee reports and announcements given:

Hindt/ Lentz: EDA

On motion by Lentz and seconded by Hindt, the Chair adjourned the meeting at 11:54 a.m.



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 444 Cedar Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

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

Name of organization	Date organ	ized	Tax exempt number
Preston Servicemen's Club			
Address	City	State	Zip Code
all Saint rau St	Preston	Minnesota	55965
Name of person making application	Business pl	none	Home phone
Jessica Pickens	507-71	95-2205	
Date(s) of event	Type of organization		
October 2 2021	Club Charit	able 🔲 Religi	ous 🔲 Other non-profit
Organization officer's name	City	State	e Zip
X Heather Ptacek	Preston	Minnesota	55965
* Donny Cruildner	Preston	Minnesota	55965
X Cliff Sackett	Preston	Minnesota	55965
Add New Officer		_	
Location where permit will be used. If an outdoor area, describe.  20393 295 AVC  Preston MN 55905  If the applicant will contract for intoxicating liquor service give the reston Servicemen's Club an Saint Anthony St  Preston MN 55905  If the applicant will carry liquor liability insurance please provide the	e carrier's name and amou		
APPE APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFO	ROVAL RESUBMITTING TO ALCOHOL A	ND GAMBLING ENF	FORCEMENT
City/County	-	Date Approv	ved
City Fee Amount		Permit Dat	ce
Date Fee Paid			
Signature City Clerk or County Official  NOTE: Submit this form to the city or county 30 days prior to event. I	Approved Director Alco	ohol and Gamb	ling Enforcement
above. If the application is approved the Alcohol and Gambling Enfo permit for the event.	prcement Division will retu	irn this applicat	tion to be used as the

MPYF

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Michelle Pve Robertson Ryan - La Crosse PO Box 547 PHONE (A/C, No, Ext): (414) 283-4205 205 FAX (A/C, No): (414) 271-0196 La Crosse, WI 54602 ADDRESS: mpye@robertsonryan.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : BADGER MUTUAL INSURANCE COMPANY 13420 INSURED INSURER B: Preston Servicemen's Club. Inc. INSURER C: P O Box 253 INSURER D: Preston, MN 55965 INSURER E: INSURER F: COVERAGES CERTIFICATE NUMBER REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER Α X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR 0060667273 12/31/2020 12/31/2021 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 5.000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 **GENERAL AGGREGATE** \$ POLICY PRO-LOC 1,000,000 PRODUCTS - COMP/OP AGG AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO OWNED AUTOS ONLY BODILY INJURY (Per person) \$ SCHEDULED AUTOS BODILY INJURY (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE OTH-ER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Private Residence 26393 295th Avenue Preston, MN 55965	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Refer Lossonsco

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INTEGRATED FINANCIAL SYSTEMS

9/9/21 10:37AM County Revenue Fund

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### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>No.</u>	Name Account/Formula Acc	Rpt Amount		<u>Dates</u>	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
3	DEPT 3804	01-003-000-0000-6335	99.12	Board Of Commission  Aug 21 mileage  08/03/2021	08/31/2021		Employee Automobile Allowance	N
		Bakke/Duane Lentz/Mitch	99.12		1 Transaction	าร		
		01-003-000-0000-6335	249.76	August Mileage 08/03/2021	08/31/2021		Employee Automobile Allowance	N
	2081	Lentz/Mitch	249.76		1 Transaction	าร		
3	DEPT <sup>-</sup>	Total:	348.88	Board Of Commission	ners	2 Vendors	2 Transactions	
11	DEPT 4235	DODA & MCGEENEY, P.A.		District Court				
		01-011-000-0000-6261	25.00	CHIPS Court Appointe	d 07/31/2021	23-JV-21-23	Court Appointed Attorneys	Υ
	4235	DODA & MCGEENEY, P.A.	25.00		1 Transaction	าร		
	4145	Luhmann Law, LLC 01-011-000-0000-6261	1,300.00	CHIPS Court appt atto 09/04/2021	rney 09/04/2021	10868	Court Appointed Attorneys	Υ
	4145	Luhmann Law, LLC	1,300.00		1 Transaction	าร		
11	DEPT <sup>-</sup>	Fotal:	1,325.00	District Court		2 Vendors	2 Transactions	
34	DEPT 111	Fillmore Co Treasurer- Credit Card	/ACH	Administration				
		01-034-000-0000-6337	27.00	Food and travel expen 07/29/2021	se 07/29/2021		Other Travel Expense	N
		01-034-000-0000-6337	8.58	Food and travel expen	se 07/30/2021		Other Travel Expense	N
		01-034-000-0000-6337	20.00	Food-travel expense 07/30/2021	07/30/2021		Other Travel Expense	N
		01-034-000-0000-6337	170.42	Hotel in Duluth-travel	expense 07/28/2021		Other Travel Expense	N
		01-034-000-0000-6561	38.05	BP-gas for company v 07/30/2021			Gasoline Diesel And Other Fuels	N

bharmening 9/9/21

1 County Revenue Fund

10:37AM

INTEGRATED FINANCIAL SYSTEMS

### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		Name Rpt	_	Warrant Description		Invoice #	Account/Formula Descripti	<u>1099</u>
		Account/Formula Accr	Amount	<u>Service</u>		Paid On Bhf #	On Behalf of Name	
	111	Fillmore Co Treasurer - Credit Card/ACH	264.05		5 Transaction	IS		
34	DEPT T	otal:	264.05	Administration		1 Vendors	5 Transactions	
45	DEPT	0.05		Accounting Services				
		Clifton Larson Allen LLP 01-045-000-0000-6285	11 550 00	Audit services year end	2020	2992095	Professional Fees	Υ
		01-043-000-0000-0283	11,550.00	08/30/2021	08/30/2021	2442043	FI OTESSIONAL LEES	1
	6648	Clifton Larson Allen LLP	11,550.00		1 Transaction	ns .		
45	DEPT T	otal:	11,550.00	Accounting Services		1 Vendors	1 Transactions	
62	DEPT			Elections				
		Fillmore Co Treasurer		D				
		01-062-000-0000-6205 Fillmore Co Treasurer	7.70 7.70	Postage-Automark 21 S	spec Elect 1 Transaction	ne.	Postage And Postal Box Rent	N
	110	Timilore co freasurei	7.70		Transaction	13		
62	DEPT T	otal:	7.70	Elections		1 Vendors	1 Transactions	
91	DEPT			County Attornoy				
71		Birchlawn Place Counseling Center		County Attorney				
		01-091-000-0000-6285	1,862.50	Professional Fees TPR 1	rial	996	Professional Fees	N
			,	05/31/2021	07/27/2021			
	20024	Birchlawn Place Counseling Center	1,862.50		1 Transaction	ns		
	111	Fillmore Co Treasurer- Credit Card/ACH						
		01-091-000-0000-6245	1,100.00	4 CLES for Attourneys			Registration Fees	Ν
				08/25/2021	08/25/2021			
		01-091-000-0000-6377	80.00	Mickelson motion fee	00/1//2021	23-CV-21-19	Fees And Service Charges	N
	111	Fillmore Co Treasurer - Credit Card/ACH	1,180.00	08/16/2021	08/16/2021 2 Transaction	IS		
			.,		2			
91	DEPT T	otal:	3,042.50	County Attorney		2 Vendors	3 Transactions	
101	DEPT			Recorder				
101		Metro Sales, Inc		Necol del				
		01-101-000-0000-6402	128.50	36" paper for printers 08/25/2021	08/25/2021	INV1877910	Stationary And Forms	N
			Copyright 20	10-2018 Integrated		ems		

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10:37AM

County Revenue Fund

INTEGRATED FINANCIAL SYSTEMS

### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	No.	Name Account/Formula Metro Sales, Inc	<u>Rpt</u> <u>Accr</u>	<u>Amount</u> 128.50	Warrant Descriptio Service	<u></u>	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
101	DEPT <sup>-</sup>	Fotal:		128.50	Recorder		1 Vendors	1 Transactions	
103		Fillmore Co Treasurer 01-103-000-0000-6561 Fillmore Co Treasurer		113.45 113.45	Assessor  July Fuel Assessors-AH  07/01/2021	07/30/2021 1 Transactions	i.	Gasoline Diesel And Other Fuels	N
		Fillmore Co Treasurer - Credit 01-103-000-0000-6244 01-103-000-0000-6244 Fillmore Co Treasurer - Credit		119.94 509.00 628.94	McKissock course 08/20/2021 IAAO Org courses & due 08/20/2021	08/20/2021 es 08/20/2021 2 Transactions		Continuing Education  Continuing Education	N N
103	DEPT <sup>-</sup>	Fotal:		742.39	Assessor		2 Vendors	3 Transactions	
104		ESRI-Environmental Systems F 01-104-000-0000-6280 ESRI-Environmental Systems F		8,333.00 8,333.00	Gis Annual renewal-ArcGIS 11/01/2021	10/31/2022 1 Transactions	94100189	Gis Expenses	N
		Newman Signs 01-104-000-0000-6514 Newman Signs		181.28 181.28	address signs 08/16/2021	08/30/2021 1 Transactions	TRFINV033434	Address Signs	N
104	DEPT <sup>-</sup>	Fotal:		8,514.28	Gis		2 Vendors	2 Transactions	
105		Bisek/Andrew R 01-105-000-0000-6104 Bisek/Andrew R		45.00 45.00	Planning And Zoning  Aug PC Mtg & Tour Per  08/23/2021	Diem 08/26/2021 1 Transactions		Per Diem	N

#### bharmening 9/9/21 10:37AM County Revenue Fund

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



#### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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No	or <u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</u> <u>A</u>	<u>imount</u>	Warrant Description Service	_	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
2540	Duxbury/Steve 01-105-000-0000-6104		90.00	Aug PC Mtg & Tour Per 08/23/2021	Diem 08/26/2021		Per Diem	N
	01-105-000-0000-6335		22.40	Aug PC Mtg & Tour Mile 08/23/2021			Employee Automobile Allowance	N
2540	Duxbury/Steve		112.40		2 Transactions			
834	Hovey/Arlynn							
	01-105-000-0000-6104		45.00	Aug PC Meeting Per Die 08/26/2021	m 08/26/2021		Per Diem	N
	01-105-000-0000-6335		7.28	Aug PC Meeting Mileage 08/26/2021	9 08/26/2021		Employee Automobile Allowance	N
834	Hovey/Arlynn		52.28		2 Transactions	i		
4874	JOHNSON/TRINITY							
	01-105-000-0000-6104		90.00	Aug PC Meeting & Tour 08/23/2021	Per Diem 08/26/2021		Per Diem	N
	01-105-000-0000-6335		47.04	Aug PC Meeting & Tour 08/23/2021	Mileage 08/26/2021		Employee Automobile Allowance	N
4874	JOHNSON/TRINITY		137.04		2 Transactions	i		
6904	,							
	01-105-000-0000-6104		90.00	Aug PC Meeting & Tour 08/23/2021	Per Diem 08/26/2021		Per Diem	N
	01-105-000-0000-6335		38.08	Aug PC Meeting & Tour 08/23/2021	Mileage 08/26/2021		Employee Automobile Allowance	N
6904	Ruskell/Gary L		128.08		2 Transactions			
6315	Thompson/Thomas A							
	01-105-000-0000-6104		45.00	Aug PC Meeting & Tour 08/26/2021	Per Diem 08/26/2021		Per Diem	N
	01-105-000-0000-6335		12.32	Aug PC Meeting & Tour 08/26/2021			Employee Automobile Allowance	N
6315	Thompson/Thomas A		57.32		2 Transactions	<b>;</b>		
105 DEPT	Total:		532.12	Planning And Zoning		6 Vendors	11 Transactions	
111 DEPT				Facilites Mtce				

111 Fillmore Co Treasurer - Credit Card/ACH

#### bharmening 9/9/21 10:37AM I County Revenue Fund

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



### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>No.</u>	Name Account/Formula 01-111-000-0000-6580 Fillmore Co Treasurer- Cre	Rpt Accr  dit Card/ACH	Amount 240.00	Warrant Description Service Purchase EML Batteries 09/02/2021	<u>Dates</u>	Invoice # Paid On Bhf # 244952	Account/Formula Descripti 1 On Behalf of Name Other Repair And Maintenance Suppl	
		Haakenson Electric, Inc 01-111-000-0000-6317 Haakenson Electric, Inc		125.00 125.00	Ballasts at Courthouse 09/07/2021	09/07/2021 1 Transaction	5927 ns	Building Maintenance	N
	5988 5988	Preston Auto Parts 01-111-000-0000-6580 Preston Auto Parts		14.48 14.48	Scraper and gorilla tape 09/02/2021	e 09/02/2021 1 Transaction	687638 ns	Other Repair And Maintenance Suppl	I N
111	DEPT 7	Fotal:		379.48	Facilites Mtce		3 Vendors	3 Transactions	
149		1 Source 01-149-000-0000-6408 1 Source		78.98 78.98	Other General Governm Supplies 06/22/2021	nent 06/22/2021 1 Transaction	266444-0 ns	County Shared Office Supplies	Υ
	111	Fillmore Co Treasurer - Cre 01-149-000-0000-6408 01-149-000-0000-6408	dit Card/ACH	49.94 98.23	Co supplies 09/02/2021 supplies	09/02/2021	3423403 4864246	County Shared Office Supplies  County Shared Office Supplies	N N
		01-149-000-0000-6408		57.12	09/02/2021 supplies 09/02/2021	09/02/2021	6284262	County Shared Office Supplies	N
		01-149-000-0000-6404 01-149-000-0000-6408		147.00 111.96	3 boxes of vinyl gloves 09/02/2021 supplies 09/02/2021	09/02/2021	9907425 9933022	County Shared Cleaning Supplies  County Shared Office Supplies	N N
	111	Fillmore Co Treasurer - Cre	dit Card/ACH	464.25		5 Transaction	ns		
	6157	Further 01-149-000-0000-6289		445.50	August participation fee 08/01/2021	e 08/31/2021	15786642	Select Account Adm.	N

#### bharmening 9/9/21 10:37AM

County Revenue Fund

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



### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	No.	Name Account/Formula Further	<u>Rpt</u> <u>Accr</u>	<u>Amount</u> 445.50	Warrant Description Service		Invoice # Paid On Bhf # s	Account/Formula Descripti 1 On Behalf of Name	1099
149	DEPT 1	Fotal:		988.73	Other General Governi	ment	3 Vendors	7 Transactions	
202	DEPT 5983	Anderson Auto LLC 01-202-000-0000-6310		1,492.04	Sheriff 2313 Squad Maintenand 08/04/2021	ce 08/22/2021		Contract Repairs And Maintenance	Υ
	5983	Anderson Auto LLC		1,492.04	1 Transactions		S		
		Brown's Tire & Battery Inc 01-202-000-0000-6310		218.06	2320 Squad Maintenand 08/02/2021	08/02/2021	219413	Contract Repairs And Maintenance	N
	4545	Brown's Tire & Battery Inc		218.06		1 Transaction	S		
	82132	Fillmore Co Journal 01-202-000-0000-6241		499.80	Foreclosure notice 09/06/2021	09/06/2021	126639	Advertising	N
	82132	Fillmore Co Journal		499.80		1 Transaction	S		
	5988	Preston Auto Parts 01-202-000-0000-6310		20.79	Sheriff vehicle supplies 07/31/2021	08/25/2021	686348,683868	Contract Repairs And Maintenance	N
	5988	Preston Auto Parts		20.79		1 Transaction	S		
	4487	Preston Service Plus 01-202-000-0000-6310		52.78	2301 Squad maintenand 08/05/2021	ce 08/05/2021	17649	Contract Repairs And Maintenance	Υ
		01-202-000-0000-6310		44.00	Extra Squad maintenan		17651	Contract Repairs And Maintenance	Υ
		01-202-000-0000-6310		82.78	Extra Squad maintenan		17667	Contract Repairs And Maintenance	Υ
	4487	Preston Service Plus		179.56		3 Transaction	S		
202	DEPT 7	Гotal:		2,410.25	Sheriff		5 Vendors	7 Transactions	
251	DEPT 7384	Charm-Tex, Inc			County Jail				

#### bharmening 9/9/21 10:37AM I County Revenue Fund

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



### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

V		Name Account/Formula	<u>Rpt</u> Accr	Amount	Warrant Description Service		Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
		01-251-000-0000-6455		53.52	jail supplies 08/26/2021	08/26/2021	0259204-IN	Law Enforcement Supplies	N
	7384	Charm-Tex, Inc		53.52		1 Transaction	ns		
		MEND CORRECTIONAL CARE	, PLLC						
		01-251-000-0000-6429		2,346.16	Sept 2021 Healthcare 09/01/2021	09/30/2021	6019	Nurse/Medical Service Agreement	N
	4866	MEND CORRECTIONAL CARE	, PLLC	2,346.16		1 Transaction	ns		
		MN Dept of Transportation							
		01-251-000-0000-6251		300.00	Amherst Tower 09/01/2021	09/30/2022	00000094437	Electricity	N
		MN Dept of Transportation		300.00		1 Transaction	ns		
		Plunkett's Pest Control, Inc							
		01-251-000-0000-6377		109.96	Pest control 08/31/2021	08/31/2021	7221080	Fees And Service Charges	N
	8080	Plunkett's Pest Control, Inc		109.96		1 Transaction	ns		
	5988	Preston Auto Parts							
		01-251-000-0000-6377		7.49	Jail supplies 08/25/2021	08/25/2021	686648	Fees And Service Charges	N
	5988	Preston Auto Parts		7.49		1 Transaction	ns		
	4487	Preston Service Plus							
		01-251-000-0000-6310		52.78	Van transport maintena 08/20/2021	ance 08/20/2021	17748	Contract Repairs And Maintenance	Υ
	4487	Preston Service Plus		52.78		1 Transaction	าร		
251	DEPT T	otal:		2,869.91	County Jail		6 Vendors	6 Transactions	
441	DEPT 111	Fillmore Co Treasurer - Credi	t Card/ACH		Public Health				
		01-441-000-0000-6054	t Caru/ ACI I	900.23	Imm Coop(2) agreemen 09/01/2021	t supplies 09/01/2021		Immunization Cooperative Agreemer	
	111	Fillmore Co Treasurer- Credi	t Card/ACH	900.23	07/01/2021	1 Transaction	ns		

bharmening 9/9/21

1 County Revenue Fund

10:37AM

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendo	r <u>Name</u>	<u>Rpt</u>		Warrant Description	<u>on</u>	Invoice #	Account/Formula Descripti 1	099
	No.	Account/Formula	<u>Accr</u>	<u>Amount</u>	<u>Service</u>	<u>Dates</u>	Paid On Bhf #	On Behalf of Name	
441	DEPT <sup>-</sup>	Total:		900.23	Public Health		1 Vendors	1 Transactions	
443	DEPT				Nursing Service				
	4377	Aug/Vonnie L 01-443-000-0000-6104		45.00	FCPH Advis Committee	nor Diom		Per Diem	N
		01-443-000-0000-0104		45.00	08/17/2021	08/17/2021		rei Dieili	IV
	4377	Aug/Vonnie L		45.00	00/1//2021	1 Transactions	5		
	6766	Hall/Sarah J							
		01-443-000-0000-6335		85.68	Nursing Mileage Augus			Employee Automobile Allowance	N
	6766	Hall/Sarah J		85.68	08/02/2021	08/31/2021 1 Transactions	\$		
	0,00	rian, oaran s		00.00		Transactions	,		
443	DEPT <sup>-</sup>	Total:		130.68	Nursing Service		2 Vendors	2 Transactions	
446	DEPT				Mch Program				
	1285	Houston County Public Healtl	h						
		01-446-000-0000-6088		6,638.80	WIC June 21			Houston Grant Passthrough (01-446-	- N
		01-446-000-0000-6088		(7.440.14	08/16/2021	08/16/2021		Houston Grant Passthrough (01-446-	N
		01-440-000-0000-0000		67,448.14	Vac Imp Federal 09/01/2021	09/01/2021		Houston Grant Passtill ough (01-446-	- IV
	1285	Houston County Public Healtl	h	74,086.94	07/01/2021	2 Transactions	S		
		, and the second							
446	DEPT <sup>-</sup>	Total:		74,086.94	Mch Program		1 Vendors	2 Transactions	
1	Fund T	Total:		108,221.64	County Revenue Fund	l		59 Transactions	

bharmening 9/9/21

13 County Road & Bridge

10:37AM

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Pag	ΙР	1	(
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		Name Account/Formula	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service D	•	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
300	DEPT				Highway Administration				
	82132	Fillmore Co Journal							
		13-300-000-0000-6241		120.10	8/16 employment ad		126118	Advertising	N
		13-300-000-0000-6241		120.10	8/23 employment ad		126260	Advertising	N
	82132	Fillmore Co Journal		240.20		2 Transaction	S		
	110	Fillmore Co Treasurer							
		13-300-000-0000-6205		33.35	9/8 postage		Aug	Postage And Postal Box Rent	N
	110	Fillmore Co Treasurer		33.35		1 Transaction			
300	DEPT T	otal:		273.55	Highway Administration	1	2 Vendors	3 Transactions	
310	DEPT				Highway Maintenance				
	20022	Lind/Donald							
	00000	13-310-000-0000-6466		50.00	9/7 safety boots			Safety Materials	N
	20022	Lind/Donald		50.00		1 Transaction	IS		
	272	Newman Signs							
		13-310-000-0000-6515		1,407.15	8/26 signs		TRFINV033358	Traffic Signs	N
	272	Newman Signs		1,407.15		1 Transaction	S		
	6762	RDO Equipment Company			0./05.1		0005000	5	
	4740	13-310-000-0000-6640		45,800.00	8/25 loader	1 Transaction	3835002	Equipment Purchased	N
	0/02	RDO Equipment Company		45,800.00		1 Transaction	15		
310	DEPT T	otal:		47,257.15	Highway Maintenance		3 Vendors	3 Transactions	
320	DEPT				Highway Construction				
	347	State Of Mn							
		13-320-000-0000-6377		2,632.16	8/23 material testing		P00013593	Fees And Service Charges	Ν
	347	State Of Mn		2,632.16		1 Transaction	S		
220	DEDT T	-otal.			I limboon Construction		1 Maradana	1 Tananatiana	
320	DEPT T	Uldi.		2,632.16	Highway Construction		1 Vendors	1 Transactions	
220	DEPT				For domestal 1.1	21			
330		Canton Heating & Cooling LLC	_		Equipment Maintenance S	onops			
	4070	13-330-000-0000-6317	<i>_</i>	395.00	9/1 bldg maint		1189-1	Building Maintenance	N
				373.00	z.aga				

INTEGRATED FINANCIAL SYSTEMS

9/9/21 10:37AM 13 County Road & Bridge

bharmening

### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Name Account/Formula Canton Heating & Cooling LLC	Rpt cr Amount 395.00	Warrant Description Service		Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
4417	Chatfield Parts House						
0017	13-330-000-0000-6576	23.96	8/25 supplies		818812	Shop Supplies & Tools	N
6617	Chatfield Parts House	23.96	o/25 supplies	1 Transaction		Shop Supplies & Tools	IN
00.7		20.70		,a.ieaetiei			
5826	Culligan Water						
	13-330-000-0000-6317	32.95	8/31 drinking water		588x01146506	Building Maintenance	N
5826	Culligan Water	32.95		1 Transaction	S		
8165	Dave Syverson Freightliner						
	13-330-000-0000-6575	13.30	8/3 parts		368455	Machinery Parts	N
	13-330-000-0000-6575	12.23	8/16 parts		369396	Machinery Parts	N
	13-330-000-0000-6575	242.12	8/30 parts		370449	Machinery Parts	N
	13-330-000-0000-6575	372.00	8/31 parts		370466	Machinery Parts	N
8165	Dave Syverson Freightliner	639.65		4 Transaction	S		
9142	Force America Distributing LLC						
	13-330-000-0000-6575	124.79	7/14 parts		1556748	Machinery Parts	N
	13-330-000-0000-6575	600.57	8/20 parts		1566711	Machinery Parts	N
9142	Force America Distributing LLC	725.36		2 Transaction	S		
3370	Haakenson Electric, Inc						
	13-330-000-0000-6317	34.24	8/27 bldg maint		5915	Building Maintenance	N
3370	Haakenson Electric, Inc	34.24		1 Transaction	S		
3714	Hovey Oil Co Inc						
	13-330-000-0000-6561	743.10	8/16 gas		3675	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	1,910.27	8/16 #2 diesel		3675	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	1,910.27	8/31 #2 diesel		3719	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	866.95	8/31 gas		3726	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	2,258.00	8/31 #2 diesel		3726	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	3,715.50	8/18 gas		4987	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	1,178.68	8/18 #2 diesel		4988	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	743.10	8/18 gas		4988	Gasoline Diesel And Other Fuels	N
3714	Hovey Oil Co Inc	13,325.87		8 Transaction	S		
170	Hyland Motor Company						
	13-330-000-0000-6575	180.00	9/1 labor		147059	Machinery Parts	N

INTEGRATED FINANCIAL SYSTEMS

bharmening 9/9/21 10:37AM 13 County Road & Bridge

#### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Name	<u>Rpt</u>	A	Warrant Description		Invoice #	Account/Formula Descripti	<u>1099</u>
<u>INO.</u>	<u>Account/Formula</u> 13-330-000-0000-6575	<u>Accr</u>	Amount	Service D	<u>ates</u>	<u>Paid On Bhf #</u> 147059	On Behalf of Name  Machinery Parts	N
170	Hyland Motor Company		189.78 369.78	9/1 parts	2 Transaction		Macrimery Parts	IN
170	Hyland Motor Company		309.78		2 Transaction	15		
225	Marzolf Implement Company							
	13-330-000-0000-6575		214.06	8/11 parts		28907	Machinery Parts	N
	13-330-000-0000-6575		83.53	8/19 parts		29036	Machinery Parts	Ν
	13-330-000-0000-6575		267.13	8/30 parts		29176	Machinery Parts	Ν
225	Marzolf Implement Company		564.72		3 Transaction	าร		
7100	North Central International							
	13-330-000-0000-6575		504.48	8/20 parts		x22400288501	Machinery Parts	Ν
	13-330-000-0000-6575		267.89	8/26 parts		x22400293101	Machinery Parts	Ν
7100	North Central International		772.37		2 Transaction	าร		
8080	Plunkett's Pest Control, Inc							
	13-330-000-0000-6317		68.76	8/23 pest control		7211416	Building Maintenance	Ν
	13-330-000-0000-6317		52.87	8/23 pest control		7211417	Building Maintenance	N
8080	Plunkett's Pest Control, Inc		121.63		2 Transaction	าร		
3616	Pro-Stall Auto Glass							
	13-330-000-0000-6575		100.00	8/24 labor		19432	Machinery Parts	Ν
	13-330-000-0000-6575		511.56	8/24 parts		19432	Machinery Parts	Ν
3616	Pro-Stall Auto Glass		611.56		2 Transaction	าร		
5753	RDO Equipment Co							
	13-330-000-0000-6575		135.51	8/10 parts		P0754202	Machinery Parts	Ν
5753	RDO Equipment Co		135.51		1 Transaction	าร		
5567	Run Right Power Equipment L	LC						
	13-330-000-0000-6575		188.00	8/17 labor		22780	Machinery Parts	Ν
	13-330-000-0000-6575		30.00	8/17 parts		22780	Machinery Parts	N
5567	Run Right Power Equipment L	LLC	218.00		2 Transaction	าร		
3242	Titan Machinery Inc.							
	13-330-000-0000-6575		1,877.75	8/18 labor		15931045	Machinery Parts	Ν
	13-330-000-0000-6575		268.12	8/18 parts		15931045	Machinery Parts	Ν
3242	Titan Machinery Inc.		2,145.87		2 Transaction	าร		
4911	Truckin' America of Rocheste	r						



bharmening 9/9/21 10:37AM 13 County Road & Bridge

### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

,	Vendor	<u>Name</u>	<u>Rpt</u>		Warrant De	<u>escription</u>	Invoice #	Account/Formula Descripti	1099
	<u>No.</u>	<u> Account/Formula</u>	<u>Accr</u>	<u>Amount</u>		Service Dates	Paid On Bhf #	On Behalf of Name	
	1	13-330-000-0000-6575		214.00	8/24 parts		163560	Machinery Parts	N
	4911	Truckin' America of Rocheste	er	214.00		1 Transaction	าร		
	7757	Universal Truck Equipment II	nc						
	1	13-330-000-0000-6575		32.10	8/5 parts		55505	Machinery Parts	N
	1	13-330-000-0000-6575		963.74	8/17 parts		55556	Machinery Parts	N
	1	13-330-000-0000-6575		919.96	8/17 parts		55557	Machinery Parts	N
	7757	Universal Truck Equipment I	nc	1,915.80		3 Transaction	าร		
330	DEPT To	otal:		22,246.27	Equipment M	Maintenance Shops	17 Vendors	38 Transactions	
13	Fund To	etal:		72,409.13	County Road	d & Bridge		45 Transactions	

INTEGRATED FINANCIAL SYSTEMS

9/9/21 14 Sanitation Fund

bharmening

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### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		<u>Name</u>	<u>Rpt</u>		Warrant Description	<u>on</u>	Invoice #	Account/Formula Descripti 1099
	<u>No.</u>	Account/Formula	<u>Accr</u>	<u>Amount</u>	<u>Service</u>	<u>Dates</u>	Paid On Bhf #	On Behalf of Name
390	DEPT				Resource Recovery Cer	nter		
	3691	Bauer Built Inc						
		14-390-000-0000-6311		149.50	loader tire repairs		7400045638	Miscellaneous Repairs And Maintenar N
					08/30/2021	08/30/2021		
	3691	Bauer Built Inc		149.50		1 Transactio	ns	
	<b>41FO</b>	Cintos Cornoration No 2						
	6150	Cintas Corporation No.2 14-390-000-0000-6311		10.01	uniforms		4094869042	Missellaneaus Deneiro And Maintanes N
		14-390-000-0000-0311		13.24	09/03/2021	09/03/2021	4094809042	Miscellaneous Repairs And Maintenar N
	6150	Cintas Corporation No.2		13.24	09/03/2021	1 Transactio	ne	
	0100	onitus corporation ivo.2		13.24		i iransactio	113	
	5941	MN Dept Of Commerce						
		14-390-000-0000-6377		481.00	scale certification		DEV-00055613	Fees And Service Charges N
					08/26/2021	08/26/2021		
	5941	MN Dept Of Commerce		481.00		1 Transactio	ns	
390	DEPT 1	Total:		643.74	Resource Recovery Co	enter	3 Vendors	3 Transactions
14	Fund T	otal:		643.74	Sanitation Fund			3 Transactions
	Final T	otal:		181,274.51	67 Vendors		107 Transactions	

### bharmening 9/9/21

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



### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	1	108,221.64	County Revenue Fund		
	13	72,409.13	County Road & Bridge		
	14	643.74	Sanitation Fund		
	All Funds	181,274.51	Total	Approved by,	

### bharmening

9/8/21 1:47PM County Revenue Fund

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



#### Audit List for Board AUDITOR'S VOUCHERS ENTRIES

62		Name Account/Formula	Rpt Accr	<u>Amount</u>	Warrant Description Service Elections		Invoice # Paid On Bhf #	Account/Formula Descripti 1 On Behalf of Name	<u>099</u>
	2357	Verizon Wireless 01-062-000-0000-6462		120.03	Election Jetpacks 08/25 08/25/2021	09/24/2021		Other Election Supplies	Υ
	2357	Verizon Wireless		120.03		1 Transaction	S		
62	DEPT 7	Fotal:		120.03	Elections		1 Vendors	1 Transactions	
91	DEPT				County Attorney				
	5294	RELX Inc.DBA LexisNexis 01-091-000-0000-6451		198.00	Aug Lexis Subscription 08/01/2021	08/31/2021	3093439483	Reference Materials	N
	5294	RELX Inc.DBA LexisNexis		198.00		1 Transaction	S		
91	DEPT 1	Fotal:		198.00	County Attorney		1 Vendors	1 Transactions	
149	DEPT				Other General Governm	ent			
	1479	Loffler Companies, Inc 01-149-000-0000-6235		737.84	Contract overage 8/1-8 08/01/2021	/31/2021 08/31/2021	3813194	Copy Machine - Copies BW and Colo	r N
	1479	Loffler Companies, Inc		737.84		1 Transaction	S		
149	DEPT 1	Fotal:		737.84	Other General Governr	ment	1 Vendors	1 Transactions	
201	DEPT				Enhanced 911 System				
	4441	Independent Emergency Serv 01-201-000-0000-6310	vices, LLC	100.00	Sept. 911 Services 09/01/2021	09/30/2021		Contract Repairs And Maintenance	Υ
	4441	Independent Emergency Serv	vices, LLC	100.00	07/01/2021	1 Transaction	S		
201	DEPT 1	Fotal:		100.00	Enhanced 911 System		1 Vendors	1 Transactions	
202	DEPT 6317	Enterprise Fleet Managemen	t		Sheriff				
		01-202-000-0000-6650		6,954.54	Sept 2021 Lease payme 09/01/2021	nts 09/30/2021	FBN4291061	Enterprise Vehicle Payments	N

INTEGRATED FINANCIAL SYSTEMS

#### 9/8/21 1:47PM I County Revenue Fund

bharmening

#### Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	Vendor	<u>Name</u>	<u>Rpt</u>		Warrant Description	<u>on</u>	Invoice #	Account/Formula Descripti 1	099
	<u>No.</u>	Account/Formula	<u>Accr</u>	<u>Amount</u>	Service	Dates	Paid On Bhf #	On Behalf of Name	
	6317	Enterprise Fleet Management		6,954.54		1 Transaction	าร		
	2357	Verizon Wireless							
		01-202-000-0000-6206		788.50	Deputy cell phones 07/25/2021	08/24/2021	9887016556	Employee Electronic Device Reimburs	: Y
		01-202-000-0000-6652		40.01	Jet pack 07/25/2021	08/24/2021	9887016556	Squad Car Equipment Purchased and	Υ
	2357	Verizon Wireless		828.51		2 Transaction	าร		
202	DEPT 1	otal:		7,783.05	Sheriff		2 Vendors	3 Transactions	
251	DEPT 3219	Centurylink			County Jail				
	3217	01-251-000-0000-6203		3.30	Sheriff long distance 08/24/2021	09/23/2021	239234729	Telephone	N
	3219	Centurylink		3.30		1 Transaction	าร		
251	DEPT 1	otal:		3.30	County Jail		1 Vendors	1 Transactions	
1	Fund T	otal:		8,942.22	County Revenue Fund			8 Transactions	

INTEGRATED FINANCIAL SYSTEMS

9/8/21 1:47PM 13 County Road & Bridge

bharmening

#### Audit List for Board AUDITOR'S VOUCHERS ENTRIES

		<u>Name</u> Account/Formula	<u>Rpt</u> Accr	Amount	Warrant Description Service Da	atos	Invoice # Paid On Bhf #	Account/Formula Descripti 1 On Behalf of Name	099
300	DEPT	Account/Tormala	ACCI	Amount		<u>ates</u>	<u>r ald Off Brill #</u>	On behalf of Name	
300		AcenTek			Highway Administration				
		13-300-000-0000-6203		111.94	9/1 telephone		11958923	Telephone	N
		13-300-000-0000-6203		99.50	9/1 telephone		11975016	Telephone	N
	4369	AcenTek		211.44		2 Transaction	S		
	3219	Centurylink							
	02.7	13-300-000-0000-6203		1.95	8/24 telephone		239241296	Telephone	N
	3219	Centurylink		1.95	·	1 Transaction	S	·	
300	DEPT T	otal:		213.39	Highway Administration		2 Vendors	3 Transactions	
310	DEPT				Highway Maintenance				
	1891	Bruening Rock Products, Inc.							
		13-310-000-0000-6505		198,442.49	8/31 95% contract rock		22037	Aggregate	N
	1891	Bruening Rock Products, Inc.	•	198,442.49		1 Transaction	S		
310	DEPT T	otal:	•	198,442.49	Highway Maintenance		1 Vendors	1 Transactions	
330	DEPT				Equipment Maintenance S	hops			
	2208	City of Canton - Hwy dept							
	0000	13-330-000-0000-6251		153.39	8/26 utilities		510-00-9	Electricity	N
	2208	City of Canton - Hwy dept		153.39		1 Transaction	S		
	343	Spring Valley Public Utilities							
		13-330-000-0000-6251		167.50	8/25 utilities		1124	Electricity	N
	343	Spring Valley Public Utilities		167.50		1 Transaction	S		
	1487	Waste Management - WI-MN							
		13-330-000-0000-6251		84.45	9/1 utilties		37596353000	Electricity	Ν
	1487	Waste Management - WI-MN		84.45		1 Transaction	S		
330	DEPT T	otal:		405.34	Equipment Maintenance	Shops	3 Vendors	3 Transactions	
13	Fund T	otal:	•	199,061.22	County Road & Bridge			7 Transactions	

bharmening 9/8/21

14 Sanitation Fund

1:47PM

INTEGRATED FINANCIAL SYSTEMS

#### Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor <u>Name</u>		<u>Rpt</u>	Warrant Description	Invoice #	Account/Formula Descripti 1099
	No. Account/Formula	Accr Amount	Service Dates	Paid On Bhf #	On Behalf of Name
390	DEPT		Resource Recovery Center		
	85440 Centurylink				
	14-390-000-0000-6203	148.38	Aug Phone/Internet		Telephone N
			08/26/2021 09/25/2021		
	85440 Centurylink	148.38	1 Transacti	ions	
390	DEPT Total:	148.38	Resource Recovery Center	1 Vendors	1 Transactions
14	Fund Total:	148.38	Sanitation Fund		1 Transactions
	Final Total:	208,151.82	14 Vendors	16 Transactions	

### bharmening 9/8/21

1:47PM

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



#### Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	1	8,942.22	County Revenue Fund		
	13	199,061.22	County Road & Bridge		
	14	148.38	Sanitation Fund		
	All Funds	208,151.82	Total	Approved by,	



# MnDOT D6 2021 County Outreach

Summer/Fall 2021



mndot.gov

## **Presentation Outline**

- MnDOT State & District Planning Updates
- 10-year District Roadway & Bridge Work Plan
  - Overview
  - Program & Funding
- Local and Regional Project Updates



9/9/2021 mndot.gov

## Statewide Multimodal Transportation Plan (SMTP)

- Covers a 20-year time horizon (2022-2041), but updated every 5 years
- Uses public input to turn state goals in transportation into policy and strategy for MnDOT and partners
- 2022 Focus areas: Aging Infrastructure, Climate Change, Equity, Safety, Transportation Options
- This update is almost complete final plan by early 2022.



## Minnesota State Highway Investment Plan (MnSHIP)

### • This plan:

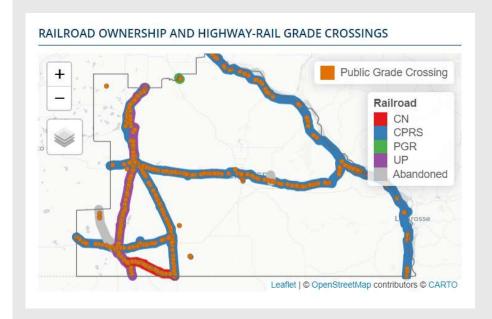
- Applies policy and strategy from SMTP on how to invest the anticipated trunk highway budget
- Provides projected 20-year revenues for investing in the state's multi-modal system.
- Gives direction on highway investment areas for the anticipated budget
- MnSHIP is being updated
  - Gathering feedback on different investment approaches & priorities
  - Check-out <a href="https://minnesotago.org/give-us-your-input/mnship">https://minnesotago.org/give-us-your-input/mnship</a>

Minnesota's state highway system is over 100 years old and covers 11,694 miles

## District Freight Plan

- Analysis on freight needs and industry specific to the region
- A chance to set new strategies or priorities for the safe and efficient movement of freight
- Plan input can lead to future construction projects that improve the freight system
- MnDOT has the most influence over highway freight, but other modes are being analyzed.

### Example: Draft map only!



# Transit Planning This Year

### Multiple Efforts Happening:

- Local Human Services
   Transportation Coordination Plan
- Intercity Bus Study
- SE MN Transit Roundtable
- Local transit system planning
- CAV shuttle testing in Rochester







# D6 10-year Highway Plan

**Funding summary and projects** 

### District 10-Year Work Plan

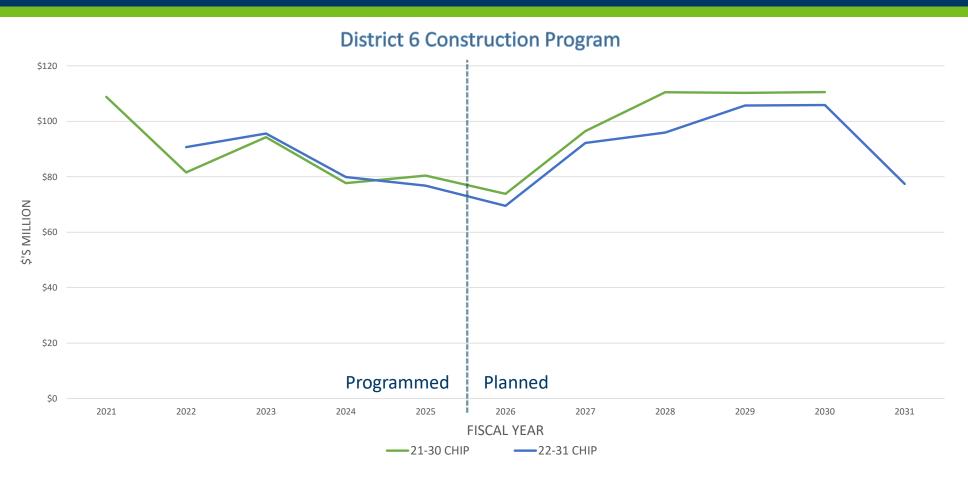
- Statewide Transportation Improvement Program, STIP = next 4 years
  - <a href="http://www.dot.state.mn.us/planning/program/stip.html">http://www.dot.state.mn.us/planning/program/stip.html</a>
- Capital Highway Investment Plan, **CHIP** = Years 5 10
  - http://www.dot.state.mn.us/planning/10yearplan/index.
     html
- Both are updated annually



STIP (1-4 years away)

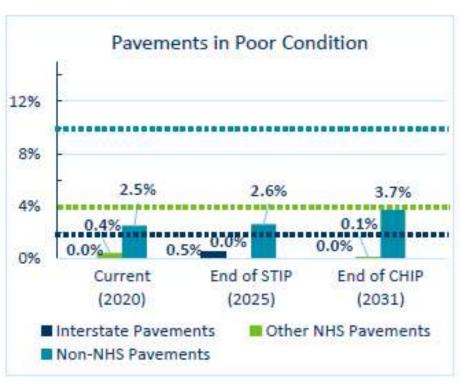
CHIP (5-10 years away)

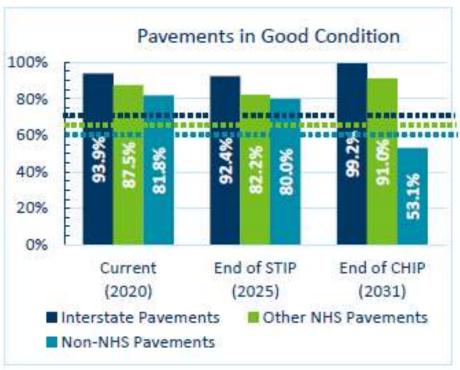
# **D6 Construction Program Comparison**



## **Asset Management Projections**

### **Pavement Outcomes**

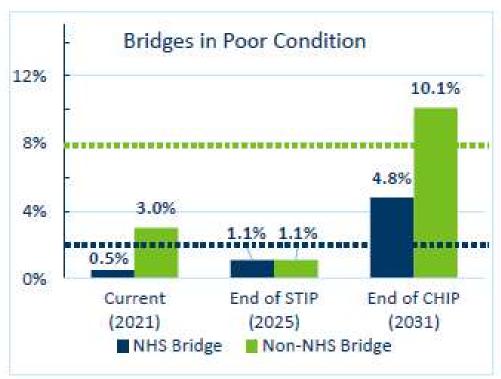


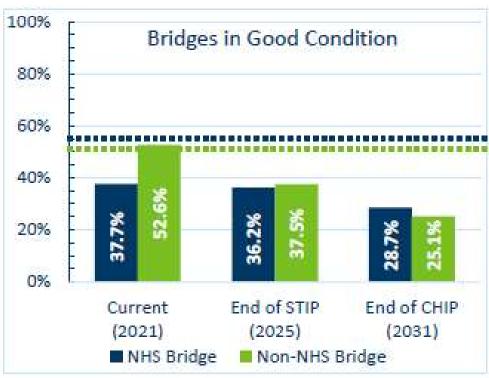


9/9/2021

# **Asset Management Projections**

# **Bridge Outcomes**

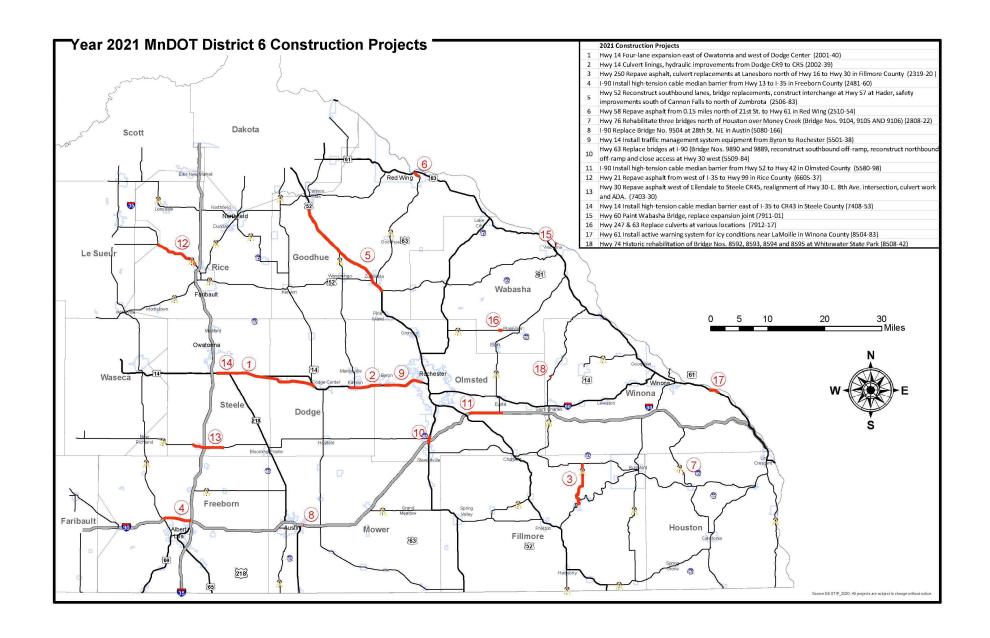


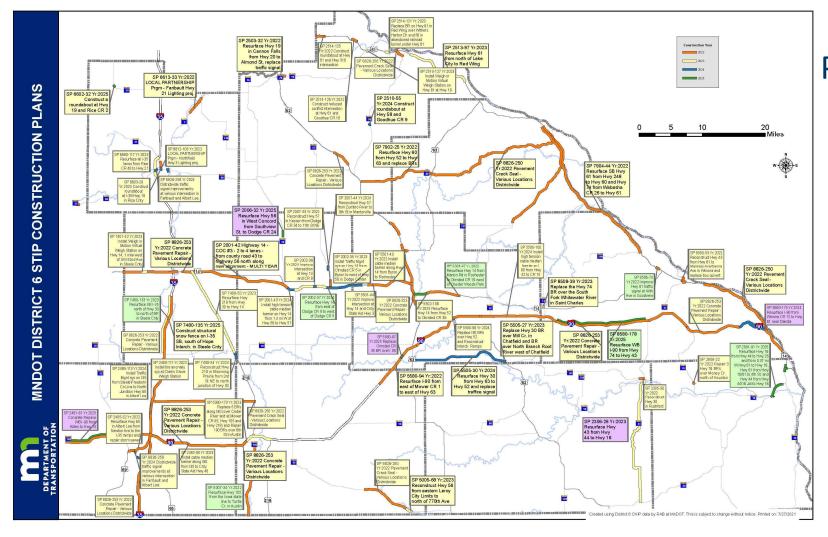


9/9/2021

# Disclaimer

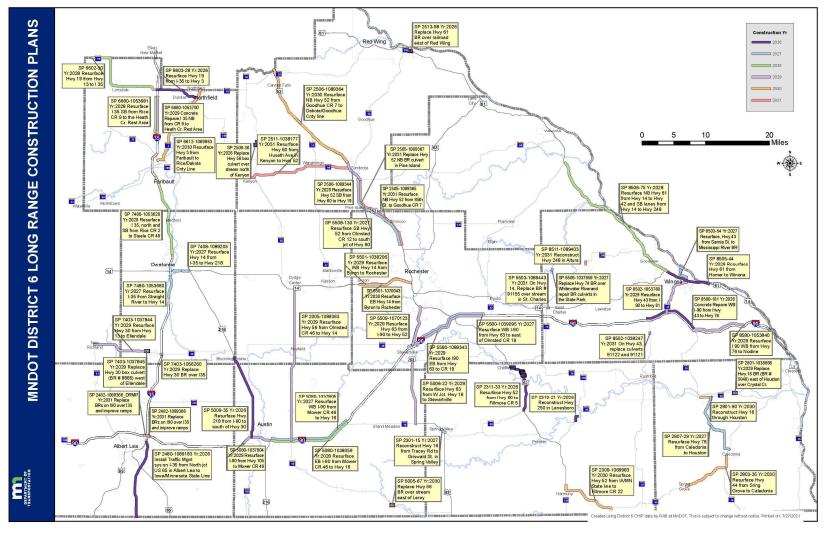
- Because expected revenues to each District change each year, the District's list of planned projects must also change to met that new funding.
- Changes to predicted pavement conditions can also change the amount of funding a District receives – pavement holding up better than expected can mean less funding over the next several years.
- Our list and map of planned projects is only a "snapshot in time". They have changed since last year and are subject to future change.





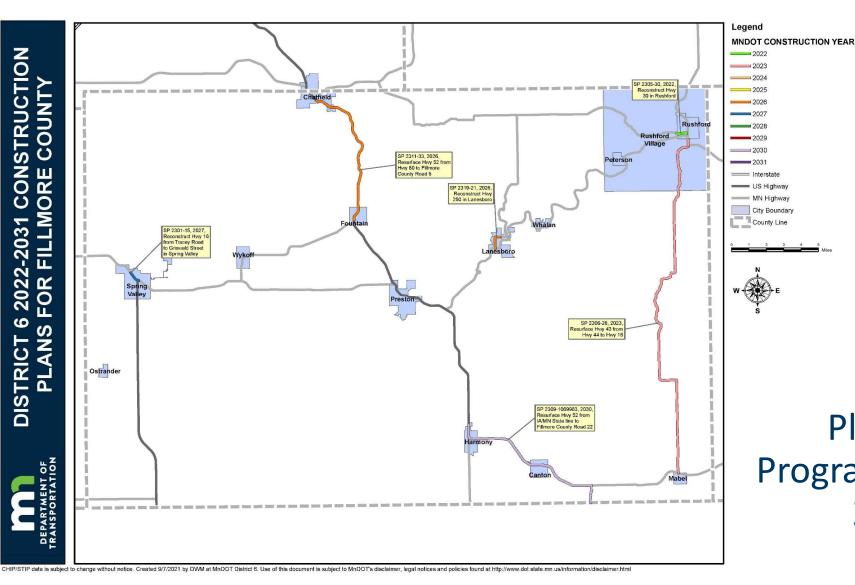
D6 STIP -Programmed Projects in 2022-25

mndot.gov 16



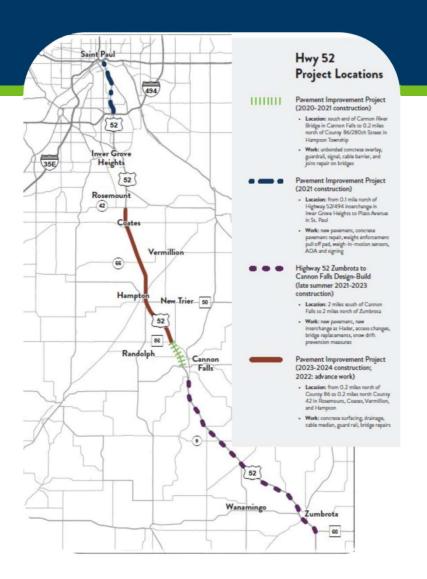
D6 CHIP -**Planned** Projects in 2026-31

9/9/2021 mndot.gov 17



**Fillmore** County Planned & Programmed -2022-31

# **Updates**



- Highway 52 Corridor Projects
  - https://www.dot.state.mn.us/d6/projects/hwy 52corridor/index.html
  - Hwy 52 Southbound Improvements MnDOT (state.mn.us)
- US 14 4-lane Expansion Dodge Center to Owatonna
  - Hwy 14 from Owatonna to Dodge Center -MnDOT (state.mn.us)
- Interchange at Hwy 52 & I-90



# Stay in Touch

# E-mail Updates and Construction Projects

www.dot.state.mn.us/d6/projects.html

#### Follow us on:

- Facebook mndot | southeast minnesota
- Twitter @mndotsoutheast

### Check out:

• www.511mn.org

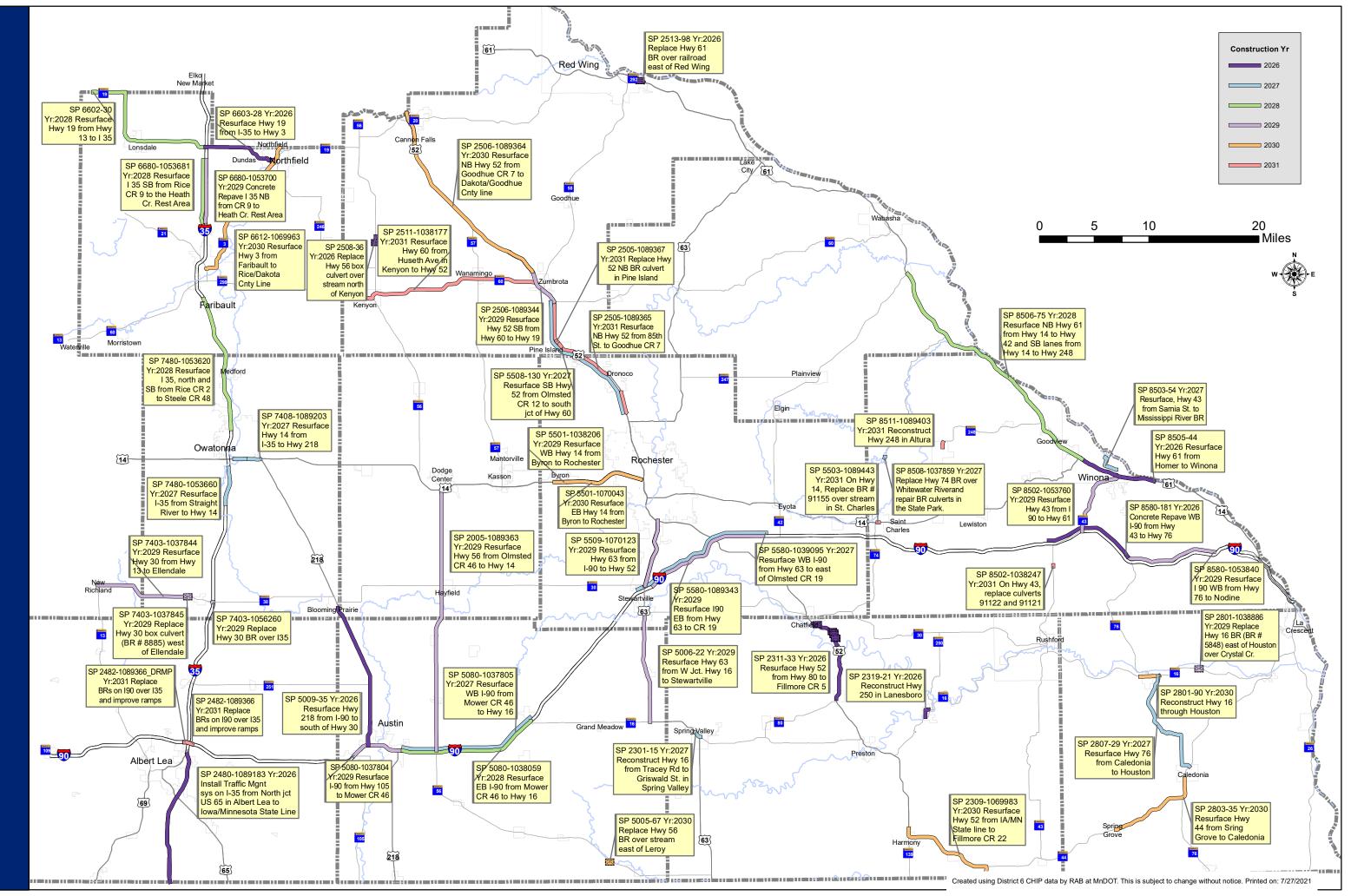
Heather Lukes, Planning Director
MnDOT District 6

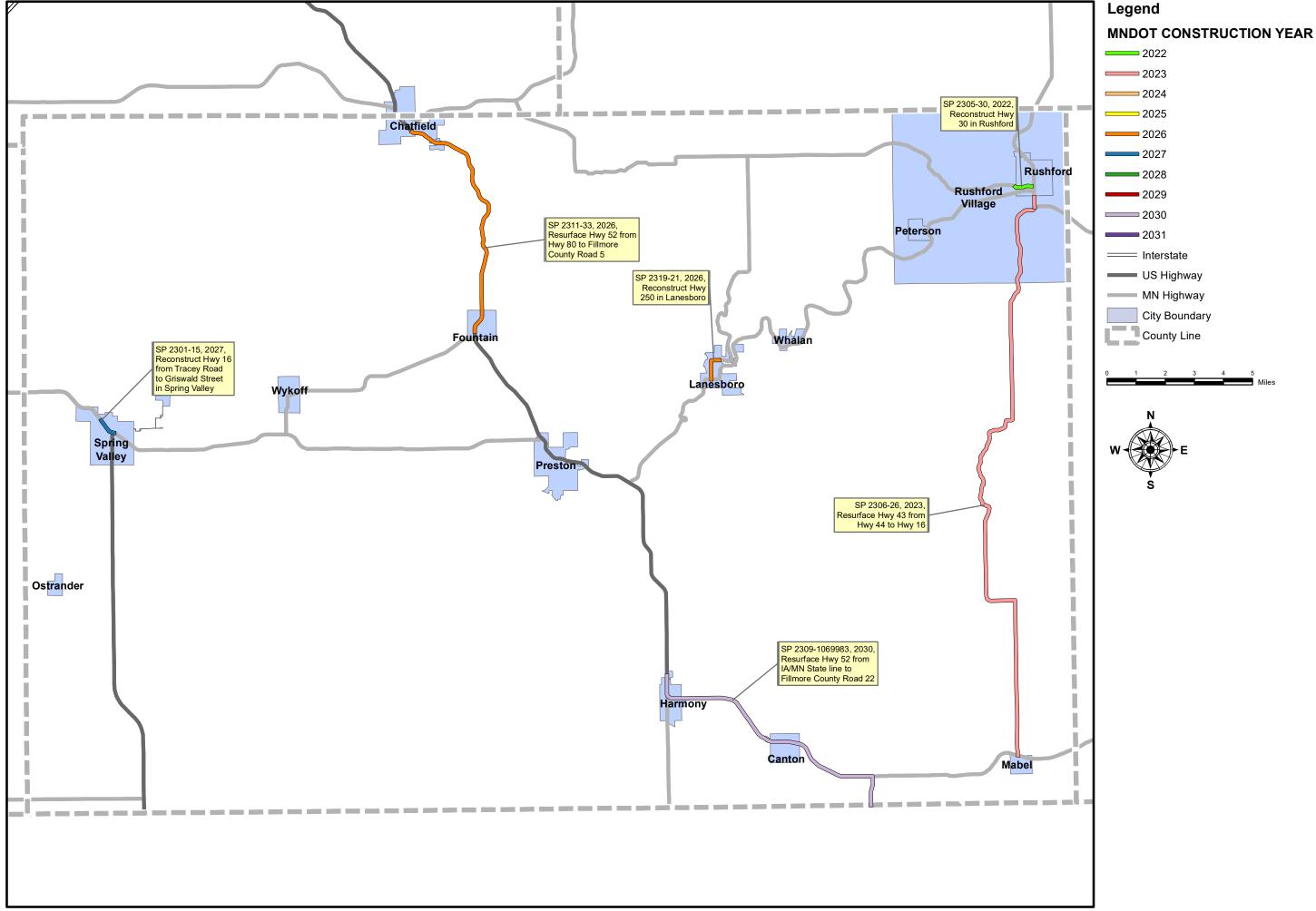
heather.lukes@state.mn.us 507-286-7552

Kurt Wayne, Principal Planner MnDOT District 6

kurt.wayne@state.mn.us 507-259-8074







# REQUEST FOR COUNTY BOARD ACTION

Agend	15 minutes					
Dept.:	Highway/Airport	Prepared By:	Ron Gregg			
State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.						
Consent Agenda: None						
Regula	r Agenda:		]	Documentation Yes or No		

1. Consider the recommendation on the spending of the County Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds received in the Highway Department on the two Tandem Plow Trucks to be received in 2021.

7.

# REQUEST FOR COUNTY BOARD ACTION

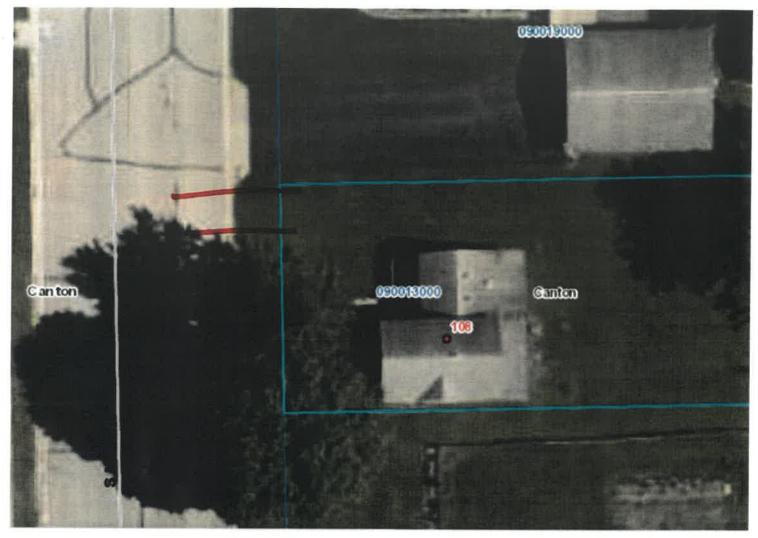
Agenda	a Date:	9/14/21			Amount of time	requested (m	inutes):	5	
Dept:	Zon	ning			Prepared by:	Kristi Ruesink	for Crista	al Adkins	
			with brief analyst mount of time ne		elevant material for don item.	ocumentation.	Outline in	n detail any action	requested of the
Consent Agenda:					<u>Documentation</u>				
Regul	lar Age	enda:					Doo	cumentation	
Consid	der an a	ccess permi	t for Jacob Hyke	, section 28 o	f City of Canton.			Yes	
Consider an access permit for Antonio Stemp, section 27, Carimona Township.				p.		Yes			
Consider resolution for SSTS Ordinance amendment, Section 405			ection 405			Yes			

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

# ACCESS PERMIT APPLICATION FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays) (1) Name of all Landowners: 16 (6) 11/kg Phone #: 587-481-6453 Phone #: Phone #: Mailing Address: 108 South Main St Canton MN 55922

Address City State Zip (2) Parcel #: D9. DD13.DDD Permit # To be filled out by the Zoning Office (3) Legal Description (from deed, abstract, or Recorder's Office): Permission is being applied for to construct an access to County Road 21 at the following location (qtr/qtr) 28 myww Section 28 Township Name Canton-Citz Reason for Access Prive way TOTAL FEE: \$200.00 (NON-REFUNDABLE) (4) Signature of all Landowners: Date: 8-16-21 Date: Date: After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s). CURLETTY DOES NOT HAVESTREET ACCESS TO THE PROPERTY. PLACE NEW DROP DOWN CURB & GUTTER OR CUT AUD MATCH DRIVEWAY Specifications/Conditions: TO THE NORTH. RECOMMEND DRANGED TO THE STREET AUD COLG NEEDS TO DRAILISAME AS EXISTILLY. County Engineer Zoning Administrator Date Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road. **Board Chairman** Date **County Auditor** Date



Alternate IDn/a

Class

201 - RESIDENTIAL

Acreage n/a Owner Addr

### CANTON CITY/SD #0238

- NEW CAG OR CUT TO MATCH DRIVE AT ABOVES 1060 RECOMMEND DRAINING TO STREET & CURB DRAINAGE STAYS THE SAME AS EXISTING.

No e Rea	felinquent taxes and transfe Il Estate Value (X ) filed Dificate of Real Estate Value I	r entered; Certificate of not required
-	11/5/2  Which will Class	019 14
bv ·	Jula Franzer	County Auditor
	more Co. Trans	. #02711 <sup>3</sup> Puty

No.795
Signature County DEED TAX
No.795
Signature County Trensurer
By Lala Transport Deputy
Deputy

#### **WARRANTY DEED**

State Deed Tax Due: \$33.00 eCRV No. 1031053

Date: October 31, 2019

FOR VALUABLE CONSIDERATION, JAMIE L. KNUTSON and HOLLY S. KNUTSON, married to each other, Grantors, hereby convey and warrant to JAKE HYKE, Grantee, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, described as follows:

Beginning at a point 20 rods South of the Northwest corner of Section 28-101-9, running thence East 153 feet, thence South 50 feet, thence West 153 feet, thence North to the place of beginning

Tax Parcel No. 09.0013.000

Address: 108 South Main Street, Canton, MN 55922

Grantors certify that Grantors do not know of any wells on the described real property.

Jamie L. Knutson

Holly S. Knutson

STATE OF MINNESOTA ) ss. COUNTY OF FILLMORE )

The foregoing instrument was acknowledged before me this 31st day of October, 2019, by Jamie L. Knutson and Holly S. Knutson, married to each other.

#### NOTARIAL STAMP



GREGORY MARK SCHIEBER Notary Public State of Minnesota My Commission Expires January 31, 2024

THIS INSTRUMENT DRAFTED BY:

NETHERCUT = SCHIEBER \* ATTORNEYS PA 32 Main Avenue North | PO Box 657 HARMONY, MINNESOTA 55939-0657 507.886.6131 | Fax 866.576.3826 NOTARY PUBLIC AND INC.

Tax Statements should be sent to:

Jake Hyke 108 South Main Street Canton, MN 55922

# ACCESS PERMIT APPLICATION FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays) (1) Name of all Landowners: Antonio Blissenbach Stamp Phone #: 507-269-1805 David NI Stemp Phone #; 507-867-4056 Louise blissenbach Stemp Phone #: 507-269-1801 Mailing Address: 25275 County 21.116 Preston
Address (2) Parcel #: 220 28 30 10 Permit # To be filled out by the Zoning Office (3) Legal Description (from deed, abstract, or Recorder's Office); deed is attached Section: 27 - 102 - 011 (4) Township: Carinens (5) Range: Permission is being applied for to construct an access to County Road 110 at the following location (gtr/gtr) NW/NW Section 27 Township Name Carinon Reason for Access Property access TOTAL FEE: \$200.00 (NON-REFUNDABLE) (4) Signature of all Landowners: Unl Date: 8-25-2121 After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s). BETTEL ACCESS TO PROPERTY, CURRENT ACCESS HAS A BRIDGE STRUCTURE AND LIMITS ACCESS OF FARM EQUIPMENT CONSTRUCT THE ACCESS 24 FT IN WIDTH, 4:1 INSLOPES, AUD REQUIRES Specifications/Conditions: A 50FT - 18" LULVERT. REMOVE DITCH BACKSLOPE TO THE NORTH TO INCREASE SIGHT DISTAUCE. 8/26/2021 Date County Engineer Zoning Administrator Date Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road. **Board Chairman** Date

Real Estate Value (\* ) filed ( 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 | 281.85 |

FILLMORE COUNTY DEED TAX
No.485 Date 6/18/2021
973.50 Clin Dollars Paid
Mill (F) Deputy

By Septim Speakurer Deputy

OFFICE OF COUNTY RECORDER
FILLMORE COUNTY, AND
WELL CENTRICATE RECEIVED

Doc #: 433292 Fees: \$ 96.00
COUNTY RECORDER OFFICE OF FILLMORE COUNTY, MINN
Record/File Date: 6/18/2021 at 2:40 PM
David Kiehne, Fillmore County Recorder
By Deputy

#### WARRANTY DEED

State Deed Tax Due: \$973.50 eCRV No. 1211143

May 30 , 2021

FOR VALUABLE CONSIDERATION, LINDA MEANS and RONALD E. MEANS, married to each other, Grantors, hereby convey and warrant to ANTONIO D STEMP, A SINGLE PERSON, AND LOUISE JANE BLISSENBACH STEMP AND DAVID STEMP A/K/A DAVID NICHOLAS STEMP, SPOUSES MARRIED TO EACH OTHER, Grantees, as joint tenants, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, described as follows:

Parcel ID: 22.0283.010

That part of the NE% NW% and that part of the NW% NW% and that part of the SW% NW4, all in Section 27-102-11, Filimore County, Minnesota, described as follows: Beginning at the SW Corner of the NE% NW%; thence South 89°49'39" East (assumed bearing) along the South line of said NE1/4 NW1/4, 539.90 feet; thence North 08°04'57" West, 75.12 feet; thence North 26°07'41" West, 128.33 feet; thence North 33°25'00" West, 191.59 feet; thence North 42°04'03" West, 42.35 feet; thence North 89°00'44" West, 277.41 feet; thence North 54°52'18" West, 120.11 feet; thence North 43°55'49" West 155.69 feet; thence North 84°14'08" West. 286.55 feet; thence South 88°10'10" West, 335.65 feet; thence North 80°26'31" West, 420.32 feet to the centerline of County Road No. 110; thence South 38°56'05" East along said centerline, 61.27 feet; thence South 50°52'59" East along said centerline 121.09 feet; thence South 57°06'05" East along said centerline, 404.91 feet; thence South 55°27'14" East along said centerline, 278.12 feet; thence South 58°39'57" East along said centerline, 134.05 feet; thence South 65°31'25" East along said centerline, 117.72 feet; thence South 67°05'59" East along said centerline. 158.01 feet; thence South 59°22'59" East along said centerline, 158.01 feet; thence South 59°22'59" East along said centerline, 129.40 feet to the East line of said SW¼ NW¼; thence North 00°09'54" West along said East line, 94.41 feet to the point of beginning and containing 13.36 acres, more or less. Subject to easement for County Road No. 110 across the Southwesterty line thereof. Subject to any other easements of record.

#### **WARRANTY DEED**

State Deed Tax Due: \$973.50 eCRV No. 1204403

May <u>M</u>, 2021

FOR VALUABLE CONSIDERATION, LINDA MEANS and RONALD E. MEANS, married to each other, Grantors, hereby convey and warrant to ANTONIO D STEMP, A SINGLE PERSON, AND LOUISE JANE BLISSENBACH STEMP AND DAVID STEMP A/K/A DAVID NICHOLAS STEMP, SPOUSES MARRIED TO EACH OTHER, Grantees, as joint tenants, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, described as follows:

That part of the NE½ NW¼ and that part of the NW½ NW½ and that part of the SW¼ NW4, all in Section 27-102-11, Fillmore County, Minnesota, described as follows: Beginning at the SW Corner of the NE¼ NW¼; thence South 89°49'39" East (assumed bearing) along the South line of said NE¼ NW¼, 539.90 feet; thence North 08°04'57" West, 75.12 feet; thence North 26°07'41" West, 128.33 feet ;thence North 33°25'00" West, 191.59 feet; thence North 42°04'03" West, 42.35 feet; thence North 89°00'44" West, 277.41 feet; thence North 54°52'18" West, 120.11 feet; thence North 43°55'49" West 155.69 feet; thence North 84°14'08" West. 286.55 feet; thence South 88°10'10" West, 335.65 feet; thence North 80°26'31" West, 420.32 feet to the centerline of County Road No. 110; thence South 38°56'05" East along said centerline, 61.27 feet; thence South 50°52'59" East along said centerline 121.09 feet; thence South 57°06'05" East along said centerline, 404.91 feet; thence South 55°27'14" East along said centerline, 278.12 feet; thence South 58°39'57" East along said centerline, 134.05 feet; thence South 65°31'25" East along said centerline, 117.72 feet; thence South 67°05'59" East along said centerline, 158.01 feet; thence South 59°22'59" East along said centerline, 158.01 feet; thence South 59°22'59" East along said centerline, 129.40 feet to the East line of said SW¼ NW¼; thence North 00°09'54" West along said East line, 94.41 feet to the point of beginning and containing 13.36 acres, more or less. Subject to easement for County Road No. 110 across the Southwesterly line thereof. Subject to any other easements of record.

For reference purposes only: Tax Parcel No. 22.0283.010 Address: 25275 County 110, Preston, MN 55965

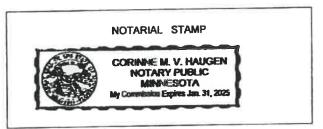
A well disclosure certificate accompanies this document. (WDC No. \_\_\_\_\_)

Linda Means

Ronald E. Means

STATE OF MINNESOTA )
) ss.
COUNTY OF FILLMORE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May 2021, by Linda Means and Ronald E. Means, married to each other.



MULLE TOUR

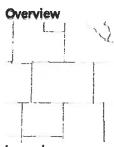
THIS INSTRUMENT DRAFTED BY:

NETHERCUT - SCHIEBER - ATTORNEYS PA 32 Main Avenue North | PO Box 657 HARMONY, MINNESOTA 55939-0657 507.886.6131 | Fax 866.576.3826 Tax Statements should be sent to:

Louise Jane Blissenbach Antonio David Blissenbach Stemp 25275 County 110 Preston, MN 55965

# Beacon Fillmore County, MN





#### Legend

**Road Centerlines** 

Parcels

• 911 Addresses

Municipalities

Townships

Quarter-Quarters

#### Feedlots

Inactive < 5 Years

Active

**Quarries** 

#### FEMA Flood Zone

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A

AE

AE, FLOODWAY

X PROTECTED BY LEVEE

#### Bluffland

Bluffland

200ft Buffer of Bluffland

Parcel ID

220283010

Alternate ID n/a

Owner Address ANTONIO STEMP &

ANTONIO STEMP & 25275 COUNTY 110

Sec/Twp/Rng Property Address

27-102-011

Class Acreage 201 - RESIDENTIAL 13.36

PRESTON, MN 55965

District

CARIMONA/SD #2198

**Brief Tax Description** 

CARIMONA/3D#2170

Sect-27 Twp-102 Range-011 13.36 AC 13.18AC 51/2 N1/2 NW1/4 & .18A SW1/4 NW1/4 LYING N & E OF CO RD

(Note: Not to be used on legal ducuments)

Date created: 8/6/2021 Last Data Uploaded: 8/5/2021 11:18:22 PM

Developed by Schneider

#### RESOLUTION

# FILLMORE COUNTY BOARD OF COMMISSIONERS Preston, Minnesota 55965

Date	Septer	mber 7, 2021		_ Resolution No.	2021-XXX			
Motion	n by Co	ommissioner		_ Second by Comm	nissioner			
WHER		Fillmore County has a 405, SSTS Practition		nent to the Fillmore	County SSTS O	rdinance, Section		
WHER		the Fillmore County Planning Commission has taken testimony on this Ordinance amendment at a Public Hearing held on August 26, 2021; and						
WHER	<b>IEREAS</b> ; the Fillmore County Planning Commission has voted unanimously to recommend this amendment to the Fillmore County Ordinance, Section 405 of the Fillmore County SSTS Ordinance, SSTS Practitioner Licensing be adopted by the County Board of Commissioners.							
NOW T		EFORE BE IT RESO the amended Fillmore SSTS Practitioner Lic	County Ordinance	, Section 405 of the		• •		
		,	SEE ATTACHE	D ORDINANCE	$\Xi$			
VOTIN Commis		Bakke	Prestby	Dahl 🗌	Lentz	Hindt 🗌		
VOTIN Commis		Bakke	Prestby	Dahl 🗌	Lentz	Hindt 🗌		
CTATE C	DE MIND	NIESOT A						

STATE OF MINNESOTA COUNTY OF FILLMORE

I, Bobbie Hillery, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 14<sup>th</sup> day of September, 2021.

Witness my hand and official seal at Preston, Minnesota the 14<sup>th</sup> day of September, 2021.

SEAL

Bobbie Hillery, Administrator/Clerk Fillmore County Board of Commissioners



## Zoning Department 101 Fillmore St, P.O. Box 466 Preston, Minnesota 55965 (507)765-3325

Planning & Zoning

Feedlot Permits

Septic System Permits

# FILLMORE COUNTY SUB-SURFACE SEWAGE TREATMENT SYSTEM ORDINANCE

#### 405. SSTS Practitioner Licensing

No person shall engage in site evaluation, inspection, design, installation, construction, alternation, extension, repair, maintenance, or pumping of SSTS without an appropriate and valid license issued by MPCA in accordance with Minnesota Rules, Chapter 7083 except as exempted in 7083.0700 and amended. Fillmore County may require any person seeking any exemption listed in 7083.0700, as amended, to attend MPCA certified SSTS construction training and/or sign and have on record at the County Zoning Department an agreement indemnifying the County against claims due to the failure of the landowner to comply with any provision of this ordinance.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 9/14/2021 Amount o			f time requested (minutes):			5	
Dept.:	Administration		Prepared By:	Lindsi Engle			
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State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Regular Agenda:

**Documentation** 

NO

- 1. Consider request to hire replacement highway maintenance specialist effective 9/29/21 as recommended by the hiring committee
  - a. Andrew Drake
  - b. Grade 8/ step 1
  - c. \$22.51 per hour

TAX ABATEMENT AGREEMENT

BY AND AMONG

CITY OF LANESBORO, MINNESOTA,

COUNTY OF FILLMORE, MINNESOTA

AND

G-CUBED DEVELOPMENT, INC.

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#### TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 1st day of \_\_\_\_\_\_\_, 2021, by and among the City of Lanesboro, Minnesota (the "City"), a political subdivision of the State of Minnesota, the County of Fillmore, Minnesota (the "County"), a political subdivision of the State of Minnesota, and G-Cubed Development, Inc., a Minnesota corporation (the "Developer"),

#### WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City and the County have each established a Tax Abatement Program; and

WHEREAS, the City and the County believe that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City and the County, will result in preservation and enhancement of the tax base and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### ARTICLE I

#### **DEFINITIONS**

Section 1.1 <u>Definitions</u>. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented as provided by the terms of this Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Lanesboro, Minnesota;

<u>City Tax Abatements</u> means 100% of the City's share of the taxes on the Abate Property abated in accordance with the terms of the City's Resolution No, adopte, 2021;	
County means County of Fillmore, Minnesota;	

County Tax Abatements means 75% of the County's share of the taxes on the Abatement Property abated in accordance with the terms of the County's Resolution No. \_\_\_\_\_\_, adopted on \_\_\_\_\_\_, 2021;

<u>Developer</u> means G-Cubed Development, Inc., a Minnesota corporation, its successors and assigns;

Event of Default means any of the events described in Section 4.1;

<u>Legal and Administrative Expenses</u> means the fees and expenses incurred by the City and the County in connection with the adoption and administration of the Tax Abatement Program and the preparation of this Agreement;

<u>Person</u> means any individual, corporation, partnership, joint venture, limited liability company or partnership, association, trust, unincorporated organization, or government, or any agency or political subdivision thereof;

Phase means a phase of the Project identified in a plat to be approved by the City;

<u>Project</u> means the construction by the Developer of approximately 80 owner-occupied single family residential units in multiple phases to be located on the Tax Abatement Property;

<u>Public Improvements</u> means the public improvements to be installed in connection with the construction of the Project, as required by the City;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

<u>Tax Abatement Program</u> means the actions by the City and the County, respectively, pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

<u>Tax Abatement Property</u> means all and any portion of the real property currently identified in Exhibit A hereto, located in the City;

<u>Tax Abatements</u> means the City's Tax Abatements and the County's Tax Abatements;

<u>Unavoidable Delays</u> means delays, outside the control of the party claiming its occurrence, including strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the County) which directly result in delays.

#### ARTICLE II

### REPRESENTATIONS AND WARRANTIES

- Section 2.1 <u>Representations and Warranties of the City.</u> The City makes the following representations and warranties:
- (1) The City is a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.
- (3) To help the Developer finance certain costs of the Public Improvements necessary for the construction of the Project the City proposes, subject to the further provisions of this Agreement, to pay to the Developer the Tax Abatements as further provided in this Agreement.
- (4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.
- Section 2.2 <u>Representations and Warranties of the County.</u> The County makes the following representations and warranties:
- (1) The County is a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.
- (3) To help the Developer finance certain costs of the Public Improvements necessary for the construction of the Project the County proposes, subject to the further provisions of this Agreement, to pay to the City the Tax Abatements as further provided in this Agreement
- (4) The County has made the findings required by the Tax Abatement Act for the Tax Abatement Program.
- Section 2.3 <u>Representations and Warranties of the Developer</u>. The Developer makes the following representations and warranties:
- (1) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of its articles, bylaws or any local, state or federal laws.
- (2) The Developer is a Minnesota corporation validly existing under the laws of this State and has full power and to enter into this Agreement and carry out the covenants contained herein.

- (3) The Developer will cause the installation of the Public Improvements and the Project to be constructed in accordance with the terms of this Agreement and all City, County, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations including the American with Disabilities Act).
- (4) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable City, County, state, and federal laws and regulations which must be obtained or met before the installation of the Public Improvements and the various phases of the Project may be lawfully constructed.
- (5) The installation of the Public Improvements and the construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.
- (6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (7) The Developer will cooperate fully with the City and the County with respect to any litigation commenced with respect to the installation of the Public Improvements and the Project.
- (8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.

#### ARTICLE III

### UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY

Section 3.1 <u>Installation of Public Improvements; Legal and Administrative Expenses; and Reimbursement of the Costs of the Public Improvements.</u>

- (1) The Developer shall cause the Tax Abatement Property to be platted for single-family residences in accordance with all local, state and federal rules and regulations. The parties agree that the installation of the Public Improvements is essential to the successful completion of the Project. The Developer shall complete the Public Improvements as required for each Phase and the cost of the Public Improvements shall be paid by the Developer.
- (2) Upon completion of the installation of the Public Improvements with respect for each Phase, the City and the County shall reimburse the Developer pursuant to the Abatement Program as provided in Section 3.3 for the costs of the installation of the Public Improvements actually incurred and paid by the Developer and the Developer shall provide the City paid invoices of the cost of the Public Improvements as constructed by the Developer.
- (3) Upon execution of this Agreement, the Developer shall reimburse the City and the County for its actual out of pocket Legal and Administrative Expenses incurred in connection with the adoption of the Tax Abatement Program and the preparation of this Agreement.
- Section 3.2 <u>Limitations on Undertaking of the City and the County</u>. Notwithstanding the provisions of Sections 3.1, neither the City nor the County shall have any obligation to the Developer under this Agreement to reimburse the Developer for the costs of the installation of the Public Improvements, if either the City or the County, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. Notwithstanding any other provisions of the Agreement, the City and the County shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs of the installation of the Public Improvements in an amount greater than \$1,250,000 and accrued interest on such unpaid amount at 4% per annum.

### Section 3.3 Abatement Program.

(1) County Tax Abatements shall exist for a period of up to 15 years for each Phase of the Project, beginning with real estate taxes payable the second year after a plat is approved for a Phase. The aggregate amount of the County Tax Abatements for the reimbursement to the Developer of the cost of the Public Improvements shall not exceed \$250,000 together with simple interest of 4% accruing from the dates that paid invoices for the Public Improvements are submitted to the City not to exceed \$170,000 of interest. The City shall notify the County of the annual amount of the County Tax Abatement to be paid the following year on or before September 15 of the current year. The County shall pay to the City the amount of such annual County Abatement by November 15 of the following year that a County Tax Abatement is payable. The County Tax Abatement period for a Phase shall not exceed 15 years for each Phase

calculated from the first year that a County Tax Abatement is paid to the City; and shall not be payable prior to 2023 or subsequent to 2045.

- (2) City Tax Abatements shall exist for a period of up to 15 years for each Phase of the Project, beginning with real estate taxes payable the second year after a plat is approved for a Phase. The aggregate amount of the City Tax Abatements for the reimbursement to the Developer of the cost of the Public Improvements shall not exceed \$1,000,000 together with simple interest of 4% accruing from the dates that paid invoices for the Public Improvements are submitted to the City not to exceed \$600,000 of interest. The City Tax Abatement period for a Phase shall not exceed 15 years from the first year that a City Tax Abatement is paid to the Developer and shall not be payable prior to 2023 or subsequent to 2045.
- (3) The City shall pay to the Developer on or before December 15 of each year that a tax abatement is to be paid to the Developer: (i) the amount of the County Abatement received by the City and (ii) the amount of the City Tax Abatement.
- (4) The obligation of the City to pay the Developer the County Tax Abatement and the City Tax Abatement shall terminate the earlier of (i) the date the Developer has been reimbursed the cost of the Public Improvements together with unpaid interest of 4% as set forth in (1) and (2) above or (ii) December 16, 2045.
- (5) The City or the County may terminate the Tax Abatement Program and this Agreement on an earlier date if an Event of Default occurs and the City or the County rescinds or cancels this Agreement.
- (6) In no event shall the Tax Abatement Program for the County or for the City extend beyond taxes payable in year 2045 even if this results in less than 15 years of Tax Abatement for any phase of the Project.
- Section 3.4 <u>Real Property Taxes</u>. The Developer shall pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Developer agrees that for tax assessments so long as all or a portion of the Abatement Property is owned by the Developer:
- (1) It will not challenge the market value of the Tax Abatement Property and the Project with any governmental entities.
- (2) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Tax Abatement Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;
- (3) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or to the Project or the Developer or

raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

- (4) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Tax Abatement Property so long as this Agreement remains in effect.
  - (5) It will not seek a reduction in the market value of the Tax Abatement Property.
- (6) <u>No Business Subsidy</u>. This Agreement does not constitute a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995 by reason of the exception for assistance for housing.

#### ARTICLE IV

#### **EVENTS OF DEFAULT**

Section 4.1 <u>Events of Default Defined</u>. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- (1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Tax Abatement Property while owned by the Developer.
- (2) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- (3) The holder of any mortgage on the Tax Abatement Property owned by the Developer commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

#### (4) If the Developer shall:

- (a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
  - (b) make an assignment for the benefit of its creditors; or
- (c) admit in writing its inability to pay its debts generally as they become due; or
- (d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.
- Section 4.2 <u>Remedies on Default.</u> Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City or the County, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

- (1) The City or the County may suspend its performance under this Agreement including, but not limited to, making payments hereunder, until it receives assurances from the Developer, deemed adequate by the City or the County, that the Developer will cure its default and continue its performance under this Agreement.
  - (2) The City or the County may cancel and rescind the Agreement.
- (3) The City or the County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.
- Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City and the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- Section 4.4 <u>No Implied Waiver</u>. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- Section 4.5 <u>Agreement to Pay Attorney's Fees and Expenses</u>. Whenever any Event of Default occurs and the City or the County shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that they shall, on demand therefor, pay to the City or the County the fees of such attorneys and such other expenses so incurred by the City or the County.

### Section 4.6 Release and Indemnification Covenants.

- (1) The Developer releases from and covenants and agrees that the City and the County and their governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and the County and their governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Tax Abatement Property.
- (2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the County and their governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, such, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, maintenance and operation of the Tax Abatement Property.

- (3) The City and the County and their governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants, employees, invitees, guest or any other person who may be on the Tax Abatement Property or may use the Project or Tax Abatement Property due to any act of negligence of any person.
- (4) All covenants, stipulations, promises, agreements and obligations of the City and the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the County and not of any governing body member, officer, agent, servant or employee of the City or the County in the individual capacity thereof.

#### ARTICLE V

#### ADDITIONAL PROVISIONS

Section 5.1 <u>Conflicts of Interest.</u> No member of the governing body or other official of the City or the County shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the County shall be personally liable to the City or the County in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.2 <u>Titles of Articles and Sections</u>. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3 <u>Notices and Demands.</u> Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

G-Cubed Development, Inc. 14070 Highway 52 SE Chatfield, MN 55923 Attention: Chief Executive Officer

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Lanesboro, Minnesota Lanesboro City Office 202 Parkway Avenue South Lanesboro, MN 55949 Attention: Administrator/Clerk

(3) in the case of the County is addressed to or delivered personally to the County at:

Fillmore County, Minnesota Fillmore County Courthouse 101 Fillmore Street Preston, MN 55965 Attention: County Coordinator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

- Section 5.4 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- Section 5.5 <u>Law Governing</u>. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.
- Section 5.6 <u>Duration</u>. This Agreement shall remain in effect through December 15, 2045 unless earlier terminated or rescinded in accordance with its terms.
- Section 5.7 <u>Provisions Surviving Rescission or Expiration</u>. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WI	TNESS V	VHEREOF,	, the Cit	ty, the	County	and the	Deve	elope	r have	each	caus	ed this
Agreement to	be duly	executed in	n its na	me and	l on its	behalf,	on o	r as	of the	date	first	above
written.												

G-CUBED DEVELOPMENT, INC.
D
Ву

This is a signature page to the Tax Abatement Agreement by and among the City of Lanesboro, Minnesota, County of Fillmore, Minnesota and G-Cubed Development, Inc.

## CITY OF LANESBORO, MINNESOTA

By	
Its Mayor	
Ву	
Its Administrator/Clerk	

This is a signature page to the Tax Abatement Agreement by and among the City of Lanesboro, Minnesota, County of Fillmore, Minnesota and G-Cubed Development, Inc.

# COUNTY OF FILLMORE, MINNESOTA

By	
Its Chair	
By	
Its County Administrator	

This is a signature page to the Tax Abatement Agreement by and among the City of Lanesboro, Minnesota, County of Fillmore, Minnesota and G-Cubed Development, Inc.

### **EXHIBIT A**

## LEGAL DESCRIPTION OF ABATEMENT PROPERTY

The real property situated in the City of Lanesboro, County of Fillmore, State of Minnesota, described as follows:

Parcel Identification Numbers: 11.0156.000 and 11.0151.000

# Agreement Between the University of Minnesota And

# Fillmore County For providing Extension programs locally and employing Extension Staff

**This Agreement** ("Agreement") between the County of Fillmore Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

#### WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS,** Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, AFNR (Ag)	0.50	\$42,500	0.50	\$43,457	0.50	\$44,543
Extension Educator, 4-H Youth Development	1.00	\$76,949	1.00	\$78,681	1.00	\$80,648
Total	1.50	\$119,449	1.50	\$122,138	1.50	\$125,191

- 2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.
- 3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service,, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

- 4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.
- 5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.
- 6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.
- 7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The

University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

- 8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.
- 9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.
- 10. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: Administrator, Fillmore County

Courthouse Building

101 Fillmore Street, PO Box 466

Preston, MN 55965

If to University: University of Minnesota

Minnesota Extension

Attn: Dean Beverly Durgan

240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108

Facsimile No.: 612-625-6227 E-mail: mnext@umn.edu

- 11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.
- 12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

- 13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.
- 14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.
- 15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of Fillmore	Regents of the University of Minnesota					
BY Chair, County Board of Commissioners	BY					
Chair, County Board of Commissioners						
DATE	DATE					
Approved as to form:						
BY County Attornov						
County Attorney						
DATE						
BY						
DATE						

COUNTY of Fillmore