FILLMORE COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

December 3, 2019

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

Mitch Lentz - First District Larry Hindt – Third District Randy Dahl – Second District Duane Bakke – Fourth District Marc Prestby – Fifth District Pledge of Allegiance 3:00 p.m. Approve agenda Approve Consent Agenda: 1. November 26, 2019 County Board minutes Approve Commissioners' Warrants **Review Finance Warrants** 3:05 p.m. Jessica Erickson, Director of Nursing – Public Health 1. Tobacco Prevention and Control Presentation 3:20 p.m. Kevin Olson, Social Services Manager 1. Consider approval to accept screening grant funds. 3:30 p.m. Citizens Input 3:35 p.m. Brett Corson, Attorney 1. Elected Official's Annual Salary Request Ron Gregg, Highway Engineer 3:50 p.m. 1. Consider awarding the bridge replacement project on County Road No. 101 in Jordan Township, LOST 1339-101 to the lowest responsible bidder 2. Consider awarding the bridge replacement project on County Road No. 104 in Pilot Mound Township, LOST 88935-104 to the lowest responsible bidder 3. Consider awarding the Canton Township Bridge Replacement project SAP 023-599-207 to the lowest responsible bidder 4. Consider awarding the 2020 Bituminous Seal Coat projects to the lowest responsible bidder 5. Request Board approval to order a new Tandem Axle Truck and snow removal equipment 6. Consider passing a final payment resolution for the Bridge Replacement Project on CSAH 12, SP 023-612-041

- 4:05 p.m. John DeGeorge, Sheriff
 - 1. Elected Official's Annual Salary Request
 - 2. Chief Deputy Salary Request
 - 3. Request for approval to pay EATI for equipment and setup of 2019 Dodge Charger admin car

FILLMORE COUNTY BOARD OF COMMISSIONERS

December 3, 2019 Meeting Agenda

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4:20 p.m. Kristina Kohn, Human Resources

1. Update regarding County Assessor position

Calendar review, Committee Reports and Announcements

6:30 p.m. Truth in Taxation Hearing for 2019 Fillmore County Preliminary Budget and Levy

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

December 9-11		Association of MN Counties (AMC) Annual Conference, Minneapolis	All
December 11		NO COUNTY BOARD MEETING	
December 12	9:30 am	Workforce Development, Inc., Rochester	Lentz
	4:30 pm	Soil & Water Conservation District, Preston	Bakke
December 16	7:00 pm	Joint County Ag meeting, Mabel Community Center	Bakke, Lentz
December 17	7:30 am	Highway, Highway Office, Preston	Bakke, Prestby
	8:00 am	Law Enforcement	Prestby, Lentz
	9:00 am	County Board of Commissioners - Special Meeting, Boardroom	All
December 18	9:00 am	Basin Alliance, Rochester	Bakke
	12:00 pm	DFO Joint Powers Board, Rochester	Bakke, Prestby
	4:30 pm	Economic Development Authority	Lentz, Hindt
December 19	1:00 pm	Historical Society, Fountain	Bakke
	7:00 pm	Planning & Zoning Commission, Board room	Bakke
December 23	6:00 pm	Zumbro Valley Health Center, Rochester	Lentz
December 24	12:00 pm	County Offices CLOSED	
December 25	All Day	County Offices CLOSED	
January 1, 2020	All Day	County Offices CLOSED	
January 7	9:00 am	County Board of Commissioners - Annual Meeting, Boardroom	All

FILLMORE COUNTY COMMISSIONERS' MINUTES

This is a preliminary draft of the November 26, 2019, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 26th day of November, 2019, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Larry Hindt, Randy Dahl and Mitch Lentz. Also present were: Bobbie Vickerman, Administrator/Clerk; Sheriff John DeGeorge; Don Kullot, Emergency Manager; Lori Affeldt, Finance Director; Jessica Erickson, Director of Nursing; Brenda Pohlman, Health Educator; Kristine Oman, Office Support Specialist, Sr.; Brett Corson, County Attorney; Brian Hoff, Appraiser; Bonita Underbakke and Karen Reisner, Fillmore County Journal.

The Pledge of Allegiance was recited.

On motion by Lentz and seconded by Hindt, the amended agenda was unanimously approved.

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

- 1. November 12, 2019 County Board Minutes
- 2. Request approval for Kayla Pierce, Account Technician to attend 2020 MN Association of Assessment Officers (MAAO), Assessment Laws and Procedures with Ethics Workshop

On motion by Hindt and seconded by Lentz, the Board unanimously approved the Commissioners' Warrants.

The Finance Department warrants were reviewed.

Jessica Erickson, Director of Nursing-Public Health, reviewed the grant funding formula for the Fillmore County-Houston County Community Health Board. She noted that the grant funding will be reviewed at the meeting that will be held later today with Houston County.

Bobbie Vickerman, County Administrator, was present.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the bid from CPS Technology Solutions to replace our AS400 System with a hosting option; for a one-time fee of \$3,800 for Setup and Go Live and then a monthly hosting fee of \$1,270, it was noted that Vickerman is recommending that the County Attorney verifies that the contract is on a month to month basis and at the time that the County ends the contract all data belongs to the County.

The Board asked Vickerman to bring back a policy for all hardware and software management for Fillmore County noting that any agreements, purchases or changes should go through the Administration Office and our contracted technology vendor. It was also noted that the Board would like to see software replacements by June in place so that we can move away from hosting the I-series software as soon as possible.

On motion by Lentz and seconded by Prestby, the Board unanimously approved Association of Minnesota Counties (AMC) Voting Delegates for Annual Meeting and Policy Committee representatives.

On motion by Lentz and seconded by Dahl, the Board unanimously approved receipt of the Minnesota Counties Intergovernmental Trust (MCIT) dividend and putting the dollars to the Infrastructure Fund and to utilize some of the dollars to pay for two persons to attend the Annual Safety Conference.

FILLMORE COUNTY COMMISSIONERS' MINUTES

On motion by Lentz and seconded by Dahl, the Board unanimously approved Administrator Bobbie Vickerman as MCIT voting delegate for the annual meeting with Commissioner Duane Bakke as the alternate.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the Administrator Position as the Clerk of the Board.

The Board noted that all correspondence and documentation throughout the County should be updated for the position title change; from Coordinator to Administrator.

On motion by Prestby and seconded by Hindt, the Board unanimously approved the 2020 Wellness Plan as presented by Brenda Pohlman and Kristine Oman.

The citizen's input portion of the meeting was opened and closed at 9:30 a.m. as no one was present to speak.

John DeGeorge, Sheriff was present.

On motion by Dahl and seconded by Prestby, the Board unanimously approved out-of-state travel to Springfield, IL. December 16-20, 2019 for Sergeants Jessy Betts and Derek Fuglestad to attend Active Integrated Response train the trainer course with reimbursements based upon the currently out of state travel policy.

On motion by Dahl and seconded by Lentz, the Board unanimously approved to lease the 2019 Dodge Charger Base Model All Wheel Drive admin car at a capitalized amount of \$24,846.00 and a monthly lease of \$465.48 with an additional \$48.27 for the full maintenance program, for a total monthly lease amount of \$513.75.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the 2019 Emergency Operations Plan with the proposed changes that were reviewed.

Sheriff DeGeorge reviewed the three year service contract with Motorola for 2017-2019 for immediate replacement for dispatch/911 console. He noted that the 2018 invoice has not been paid and that he recently became aware of both the invoice for 2018 and 2019 have not been paid. He noted that the unpaid invoices for 2018 and 2019 will be paid and the Board will see them in the next batch of warrants from the 911 grant funds.

On motion by Lentz and seconded by Dahl, the Board unanimously approved to pay Northland Business Systems for Server 2012 upgrade for local dispatch logger in the amount of \$5,480 to be paid from 911 grant funds.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the contract with Tom Weber, Independent Contractor at \$100/hour to assist Fillmore County with a needs assessment study for the jail.

The Chair recessed the meeting at 10:28 a.m. and resumed back in session at 10:38 a.m.

A review of the calendar was done and the following committee reports and announcements were given:

SEMN Emergency Radio Board and Zumbro Valley Mental Health – Lentz

SEMCAC- Dahl, reviewed new food service startups, programs running positive

Tech/LR/GIS – Lentz and Prestby – tech funds were reviewed and projects were discussed

Law Enforcement – Lentz and Prestby – Code Red notification, jail assessment and mapping

Wellness – Bakke – reviewed Wellness plan and upcoming events, Ugly Sweater contest and potluck on December 19th

Historical Society – Bakke – moving forward with new policies and procedures and programming. Provided an events calendar.

FILLMORE COUNTY COMMISSIONERS' MINUTES

Extension – Bakke and Lentz – new representative needed for District 1; need an at-large representative; land rent meeting coming up in Mabel and December 16th will be a joint meeting with Houston County Highway – Prestby and Bakke – 2019 projects complete other than those that will be rolled into 2020; provided copy of proposed chip sealing; provided copy of proposed construction projects for 2020 and working on 2021

On motion by Dahl and seconded by Lentz, Chair Bakke closed the meeting at 10:49 a.m. pursuant to Minn. Statute 13D.05, subd.3 (b) based on attorney/client privilege regarding citizen property/tax appeals. All members were present. Also present were Bobbie Vickerman, County Administrator/Clerk; Brian Hoff, Property Appraiser and Brett Corson, County Attorney.

On motion by Dahl and seconded Lentz, the Chair re-opened the meeting at 11:19 a.m.

On motion by Dahl and seconded by Prestby, the Board unanimously approved the County Attorney to hire an Independent Appraiser for both Property Appraiser/Tax Appeal Cases.

Chair Bakke adjourned the meeting at 11:32 a.m.

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*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendor <u>No.</u>	Name Account/Formula Acc	<u>Rpt</u> cr <u>Amount</u>	Warrant Descriptio Service		Invoice # Paid On Bhf #	Account/Formula Descripti 1 On Behalf of Name	<u>099</u>
60	DEPT			Information Systems				
	2545	Marco,Inc		, and the second				
		01-060-000-0000-6285	420.00	Computer Updates		INV7035337	Professional Fees	N
	05.45	Managalaga	400.00	10/24/2019	10/24/2019			
	2545	Marco,Inc	420.00		1 Transaction	1S		
60	DEPT T	otal:	420.00	Information Systems		1 Vendors	1 Transactions	
103	DEPT			Assessor				
103		Fillmore Co Treasurer		A5565501				
		01-103-000-0000-6561	82.61	October Assessor Fuel -	RA, DE		Gasoline Diesel And Other Fuels	N
				10/03/2019	10/31/2019			
	106	Fillmore Co Treasurer	82.61		1 Transaction	าร		
103	DEPT T	otal:	82.61	Assessor		1 Vendors	1 Transactions	
			02.01					
111	DEPT			Facilites Mtce				
		Haakenson Electric, Inc						
		01-111-000-0000-6317	58.00	Replace 3 Ballast at FCC		4991	Building Maintenance	N
	2270	Harlanda Elastota Inc	50.00	11/21/2019	11/21/2019			
	3370	Haakenson Electric, Inc	58.00		1 Transaction	15		
	5988	Preston Auto Parts						
		01-111-000-0000-6580	71.94	Blade Strips for Snow Sh	novels	610017	Other Repair And Maintenance Suppl	N
				11/25/2019	11/25/2019			
	5988	Preston Auto Parts	71.94		1 Transaction	ns		
111	DEPT T	otal:	129.94	Facilites Mtce		2 Vendors	2 Transactions	
			127.74	r domitos witos		2 Vollagis	2 11411345116113	
441	DEPT			Public Health				
		ENRIGHT/CARRIE		Tablic Ficaltii				
		01-441-000-0000-6437	3.83	October 2019 Mileage			CTC Expenses	N
				10/01/2019	10/18/2019			
	4534	ENRIGHT/CARRIE	3.83		1 Transaction	ns		
	111	Fillmore Co Treasurer- Credit Card	d/ACH					
		01-441-000-0000-6390	20.00	Meal @ TZD Conference	- BP		TZD Save Roads Basic 20.600	N
				10/22/2019	10/22/2019			
			Copyright 201	0-2018 Integrated F	inancial Syste	ems		

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Ve		Name Account/Formula	<u>Rpt</u> Accr	Amount	Warrant Descriptio Service		Invoice # Paid On Bhf #	Account/Formula Descripti on Behalf of Name	1099
		01-441-000-0000-6437	<u>- 12 21.</u>	107.61	CTC Hearing/Vision Reg			CTC Expenses	N
		01-441-000-0000-6448		170.82	Hot Spots -SHIP/Equip I 10/03/2019	Purchase 11/02/2019	9841332327	Ship Grant Expenses	N
		Fillmore Co Treasurer - Cro	edit Card/ACH	298.43		3 Transaction	IS		
		Gilbert/Sydney							
		01-441-000-0000-6445		37.70	October 2019 TANF Mile 10/01/2019	10/30/2019		TANF Expenses	N
		Gilbert/Sydney		37.70		1 Transaction	ns .		
		Holst/Jessica							
		01-441-000-0000-6445		51.04	October 2019 WIC Milea 10/03/2019	10/25/2019		TANF Expenses	N
		01-441-000-0000-6448		85.84	October 2019 SHIP Miles 10/03/2019	age 10/25/2019		Ship Grant Expenses	N
	5710	Holst/Jessica		136.88		2 Transaction	IS .		
	3169	Pohlman/Brenda L							
		01-441-000-0000-6390		174.27	October 2019 TZD Milea 10/01/2019	10/31/2019		TZD Save Roads Basic 20.600	N
		01-441-000-0000-6448		150.53	October 2019 SHIP Miles 10/01/2019	age 10/31/2019		Ship Grant Expenses	N
		01-441-000-0000-6449		29.00	October 2019 PHEP Mile 10/01/2019	age 10/31/2019		Preparedness Grant	N
	3169	Pohlman/Brenda L		353.80		3 Transaction	ns .		
	6619	Serfling/Angela							
		01-441-000-0000-6445		40.60	October 2019 TANF Mile 10/01/2019	eage 10/31/2019		TANF Expenses	N
	6619	Serfling/Angela		40.60		1 Transaction	ns .		
441 [DEPT T	otal:		871.24	Public Health		6 Vendors	11 Transactions	
442 [DEPT 111	Fillmore Co Treasurer - Cro	edit Card/ACH		Wic Program				
		01-442-000-0000-6424		97.35	WIC Peer BF Cell Phone 10/03/2019	11/02/2019	9841332327	WIC-Peer Breastfeeding Support Gra	ar N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	No.	Name Rpt Account/Formula Accr Fillmore Co Treasurer - Credit Card/ACH	<u>Amount</u> 97.35	Warrant Descriptio Service		nvoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
442	DEPT T	otal:	97.35	Wic Program		1 Vendors	1 Transactions	
443	DEPT			Nursing Service				
	2138	Baker/Jan 01-443-000-0000-6335	134.56	October 2019 Mileage 10/02/2019	10/30/2019		Employee Automobile Allowance	N
	2138	Baker/Jan	134.56		1 Transactions			
	6758	Delaney/Sarah 01-443-000-0000-6104	45.00	PH Advisory Comm Per			Per Diem	N
	6758	Delaney/Sarah	45.00	10/29/2019	10/29/2019 1 Transactions			
	6674	Draper/Erica 01-443-000-0000-6335	178.64	October 2019 Mileage			Employee Automobile Allowance	N
	6674	Draper/Erica	178.64	10/03/2019	10/29/2019 1 Transactions			
		Fillmore Co Treasurer 01-443-000-0000-6561 Fillmore Co Treasurer	22.45 22.45	October Public Health F 10/22/2019	uel 10/24/2019 1 Transactions		Gasoline Diesel And Other Fuels	N
	111	Fillmore Co Treasurer- Credit Card/ACH						
		01-443-000-0000-6377	119.00	Amazon Prime Annual I 10/01/2019	Tee 10/01/2019		Fees & Service Charges	N
		01-443-000-0000-6433	19.95	Waiver Reimbursables - 09/30/2019	#0796 09/30/2019		Waiver Reimbursables	N
		01-443-000-0000-6433	32.99	Waiver Reimbursables -			Waiver Reimbursables	N
		01-443-000-0000-6433	55.90	Wavier Reimbursables -			Waiver Reimbursables	N
		01-443-000-0000-6433	65.42	Waiver Reimbursables -	#6281		Waiver Reimbursables	N
		01-443-000-0000-6433	22.99	10/11/2019 Waiver Reimbursables - 10/18/2019	10/11/2019 #0796 10/18/2019		Waiver Reimbursables	N
		01-443-000-0000-6203	12.97	Nurse Phone- Partial/Ca	ancelled 9	9841332327	Telephone	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Name Account/Formula	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service 10/03/2019		Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
111	Fillmore Co Treasurer- Cred	it Card/ACH	329.22		7 Transaction	S		
2928	Frank Electric 01-443-000-0000-6433		4,029.00	Wavier Reimbursables - 11/19/2019	- #6646 11/19/2019	9062	Waiver Reimbursables	N
2928	Frank Electric		4,029.00		1 Transaction	S		
4177	GATZKE/MICHELE 01-443-000-0000-6335		256.36	October 2019 Nursing N 10/02/2019	Лileage 10/28/2019		Employee Automobile Allowance	N
4177	GATZKE/MICHELE		256.36		1 Transaction	S		
6665	Gilbert/Sydney 01-443-000-0000-6335		80.62	October 2019 Nursing F	1 & V 10/30/2019		Employee Automobile Allowance	N
6665	Gilbert/Sydney		80.62	10/01/2019	1 Transaction	S		
5428	Hall/Alexis 01-443-000-0000-6335		343.94	October 2019 Nursing N 10/07/2019	Лileage 10/31/2019		Employee Automobile Allowance	N
5428	Hall/Alexis		343.94		1 Transaction	S		
6766	Hall/Sarah J 01-443-000-0000-6335		41.06	October 2019 Nursing N 10/28/2019	⁄Illeage 10/29/2019		Employee Automobile Allowance	N
6766	Hall/Sarah J		41.06		1 Transaction	S		
6186	Johnson/Breanna 01-443-000-0000-6335		119.48	October 2019 Nursing N 10/01/2019	Mileage 10/30/2019		Employee Automobile Allowance	N
6186	Johnson/Breanna		119.48		1 Transaction	S		
6759	Kullot/Dawn 01-443-000-0000-6104		45.00	Fill Co Advisory Comm 10/29/2019	Per Diem 10/29/2019		Per Diem	N
6759	Kullot/Dawn		45.00		1 Transaction	S		
1089	Loven/Julie							

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

,	<u>No.</u>	Name Rpt Account/Formula Accr 01-443-000-0000-6335 Loven/Julie	Amount 153.12	Warrant Description Service Dates October 2019 Nursing Mileage 10/01/2019 10/29/2019 1 Transaction	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name Employee Automobile Allowance	1099 N
		O'Laughlin Trucking & Excavating, LLC 01-443-000-0000-6433	13,400.00	Wavier Reimbursables - #0876 11/14/2019 11/14/2019 1 Transacti	5867	Waiver Reimbursables	N
	86085	O'Laughlin Trucking & Excavating, LLC Semcac Transportation 01-443-000-0000-6433	67.84	Transportation Waiver - #0739 09/06/2019 09/06/2019	8010	Waiver Reimbursables	N
		Semcac Transportation Serfling/Angela 01-443-000-0000-6335	67.84 81.20	1 Transaction October 2019 Nursing/H&V Miles 10/01/2019 10/31/2019	ons	Employee Automobile Allowance	N
		Serfling/Angela	81.20	1 Transactio			
443	DEPT T	otal:	19,327.49	Nursing Service	16 Vendors	22 Transactions	
443 446	DEPT I	otal: Fillmore Co Treasurer- Credit Card/ACH	19,327.49	Nursing Service Mch Program	16 Vendors		
	DEPT		19,327.49 451.10 521.10		16 Vendors	22 Transactions EBHV Expense EBHV Expense	N N
	DEPT	Fillmore Co Treasurer- Credit Card/ACH 01-446-000-0000-6257	451.10	Mch Program HFA GGK Training - AS 09/22/2019 09/26/2019	16 Vendors	EBHV Expense	
	DEPT 111	Fillmore Co Treasurer - Credit Card/ACH 01-446-000-0000-6257 01-446-000-0000-6257	451.10 521.10	Mch Program HFA GGK Training - AS 09/22/2019 09/26/2019 Hotel for HFA Training - JE 10/20/2019 10/25/2019 Hotel for HFA Training - SG	9841332327	EBHV Expense EBHV Expense	N
	DEPT 111 111 111 6665	Fillmore Co Treasurer - Credit Card/ACH 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257	451.10 521.10 416.88 97.36	Mch Program HFA GGK Training - AS 09/22/2019 09/26/2019 Hotel for HFA Training - JE 10/20/2019 10/25/2019 Hotel for HFA Training - SG 10/20/2019 10/24/2019 EBHV Cell Phone 10/03/2019 11/02/2019 4 Transaction October 2019 MCH Mileage	9841332327	EBHV Expense EBHV Expense EBHV Expense	N N
	DEPT 111 111 6665	Fillmore Co Treasurer - Credit Card/ACH 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257 Fillmore Co Treasurer - Credit Card/ACH Gilbert/Sydney	451.10 521.10 416.88 97.36 1,486.44	Mch Program HFA GGK Training - AS 09/22/2019 09/26/2019 Hotel for HFA Training - JE 10/20/2019 10/25/2019 Hotel for HFA Training - SG 10/20/2019 10/24/2019 EBHV Cell Phone 10/03/2019 11/02/2019 4 Transaction	9841332327 ons	EBHV Expense EBHV Expense EBHV Expense EBHV Expense	N N
	DEPT 111 111 6665	Fillmore Co Treasurer - Credit Card/ACH 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257 01-446-000-0000-6257 Fillmore Co Treasurer - Credit Card/ACH Gilbert/Sydney 01-446-000-0000-6335 Gilbert/Sydney Pohlman/Brenda L	451.10 521.10 416.88 97.36 1,486.44 211.12 211.12	Mch Program HFA GGK Training - AS 09/22/2019 09/26/2019 Hotel for HFA Training - JE 10/20/2019 10/25/2019 Hotel for HFA Training - SG 10/20/2019 10/24/2019 EBHV Cell Phone 10/03/2019 11/02/2019 4 Transaction October 2019 MCH Mileage 10/01/2019 10/30/2019	9841332327 ons	EBHV Expense EBHV Expense EBHV Expense EBHV Expense	N N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		r <u>Name</u> <u>Account/Formula</u> 01-446-000-0000-6335	<u>Rpt</u> <u>Accr</u>	Amount 9.28	Warrant Description Service October 2019 MCH Mile	<u>Dates</u>	nvoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name Employee Automobile Allowance	<u>1099</u> N
	3169	Pohlman/Brenda L		9.28	10/01/2019	10/31/2019 1 Transactions			
	6619	Serfling/Angela 01-446-000-0000-6257		243.60	October 2019 EBFHV/H 10/01/2019	10/31/2019		EBHV Expense	N
	//10	01-446-000-0000-6335		189.66	October 2019 MCH Mile 10/01/2019	10/31/2019		Employee Automobile Allowance	N
	6619	Serfling/Angela		433.26		2 Transactions			
446	DEPT ⁻	Total:		2,140.10	Mch Program		4 Vendors	8 Transactions	
602	DEPT 4758	Fenske/Michael			County Extension Service	ce			
	4756	01-602-000-0000-6104		45.00	CEC Meeting Per Diem	11/20/2019		Per Diem	Υ
		01-602-000-0000-6335		29.00	CEC Meeting Mileage 11/20/2019	11/20/2019		Employee Automobile Allowance	Υ
	4758	Fenske/Michael		74.00		2 Transactions			
	1688	Kappers/Janet							
		01-602-000-0000-6104		45.00	CDC Meeting Per Diem 11/20/2019	11/20/2019		Per Diem	N
		01-602-000-0000-6335		25.52	CEC Meeting Mileage 10/20/2019	10/20/2019		Employee Automobile Allowance	N
	1688	Kappers/Janet		70.52		2 Transactions			
	6772	Lange/Hailey							
		01-602-000-0000-6104		45.00	CEC Meeting Per Diem 11/20/2019	11/20/2019		Per Diem	N
		01-602-000-0000-6335		11.60	CEC Meeting Mileage 11/20/2019	11/20/2019		Employee Automobile Allowance	N
	6772	Lange/Hailey		56.60		2 Transactions			
602	DEPT ⁻	Total:		201.12	County Extension Serv	ice	3 Vendors	6 Transactions	
603	DEPT				Feedlot				

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendor <u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #	Account/Formula Descripti 1099
	No. Account/Formula	<u>Accr</u>	<u>Amount</u>	Service Dates	Paid On Bhf #	On Behalf of Name
	106 Fillmore Co Treasurer					
	01-603-000-0000-6561		53.98	October 2019 Feedlot Fuel		Gasoline Diesel And Other Fuels N
				10/10/2019 10/22/2019		
	106 Fillmore Co Treasurer		53.98	1 Transactio	ns	
603	DEPT Total:		53.98	Feedlot	1 Vendors	1 Transactions
1	Fund Total:		23,323.83	County Revenue Fund		53 Transactions

*** Fillmore County ***

INTEGRATED FINANCIAL SYSTEMS

11/26/19 11:04AM 13 County Road & Bridge

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		Name Account/Formula Ac	Rpt ccr Amount	Warrant Description Service D		Invoice # Paid On Bhf #	Account/Formula Descri	ipti <u>1099</u>
310	DEPT			Highway Maintenance				
	3113	Mississippi Welders Supply Co In	nc	o s				
		13-310-000-0000-6466	1,023.80	fire extinguisher inspecti	on	3076893	Safety Materials	N
	3113	Mississippi Welders Supply Co In	nc 1,023.80		1 Transaction	S		
	0100	Thompson Sand						
	9109	13-310-000-0000-6506	20, 200, 00	sand			Sand	N
	0100	Thompson Sand	29,298.00 29,298.00	Sanu	1 Transaction	ie.	Sariu	IV
	7107	Thompson sand	27,270.00		1 Transaction	13		
310	DEPT 1	otal:	30,321.80	Highway Maintenance		2 Vendors	2 Transactions	
320	DEPT			Highway Construction				
	82132	Fillmore Co Journal, Sethre Media	a Group	g . ,				
		13-320-000-0000-6241	6.75	ad: 9207		104819	Advertising	N
		13-320-000-0000-6241	7.14	ad: 8935		104820	Advertising	N
		13-320-000-0000-6241	7.14	ad: 1339		104821	Advertising	N
		13-320-000-0000-6241	7.50	ad: 2020 seal coats		104822	Advertising	N
	82132	Fillmore Co Journal, Sethre Media	a Group 28.53		4 Transaction	S		
320	DEPT 1	otal:	28.53	Highway Construction		1 Vendors	4 Transactions	
330	DEPT			Equipment Maintenance S	Shops			
	3691	Bauer Built Inc						
		13-330-000-0000-6516	1,208.08	tires/parts		38395	Tires & Repairs	N
		13-330-000-0000-6516	80.00	labor		38395	Tires & Repairs	N
	3691	Bauer Built Inc	1,288.08		2 Transaction	S		
	5005	Cintas Corporation - First Aid & S	Safety					
		13-330-000-0000-6576	226.55	supplies		5015097572	Shop Supplies & Tools	Ν
	5005	Cintas Corporation- First Aid & S			1 Transaction	S		
	2965	Diamond Mowers LLC						
	2700	13-330-000-0000-6575	318.10	parts		0169614-IN	Machinery Parts	N
	2965	Diamond Mowers LLC	318.10	Pai 13	1 Transaction			1 4
	2,00		313.10		. IT GITSGOTTOTT			
	6696	H & L Mesabi Company						
		13-330-000-0000-6575	15,775.13	cutting edges		4961	Machinery Parts	N

*** Fillmore County ***

INTEGRATED FINANCIAL SYSTEMS

smensink 11/26/19 11:04AM 13 County Road & Bridge

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Name Account/Formula H & L Mesabi Company		<u>nount</u> 775.13	Warrant Description Service [Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	<u>1099</u>
0070	Trace iviesable company	15,	775.13		Transaction	13		
3714	Hovey Oil Co Inc							
	13-330-000-0000-6561		777.58	#2 diesel		101572	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561		948.00	#1 diesel		101572	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561	4,	742.60	gas		101604	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561		974.00	#1 diesel		101617	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561		374.68	#2 diesel		101617	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561		974.00	#1 diesel		101647	Gasoline Diesel And Other Fuels	Ν
	13-330-000-0000-6561	1,	132.61	#2 diesel		101647	Gasoline Diesel And Other Fuels	Ν
	13-330-000-0000-6561	1,	025.20	#1 diesel		101659	Gasoline Diesel And Other Fuels	Ν
	13-330-000-0000-6561		578.08	#2 diesel		101659	Gasoline Diesel And Other Fuels	Ν
3714	Hovey Oil Co Inc	11,	526.75		9 Transaction	IS		
6542	Kaman Industrial Technologie	S						
	13-330-000-0000-6576		132.54	supplies		F89727	Shop Supplies & Tools	N
	13-330-000-0000-6576		35.02	supplies		N125254	Shop Supplies & Tools	N
	13-330-000-0000-6576		189.40	supplies		N35317	Shop Supplies & Tools	N
	13-330-000-0000-6576		27.08	supplies		V797949	Shop Supplies & Tools	N
6542	Kaman Industrial Technologie	S	384.04		4 Transaction	IS		
303	Preston Equipment Company							
	13-330-000-0000-6575		71.62	parts		01-82961	Machinery Parts	N
	13-330-000-0000-6575		14.72	parts		01-83016	Machinery Parts	N
303	Preston Equipment Company		86.34		2 Transaction	is	•	
6600	Solberg Welding Inc							
	13-330-000-0000-6575		8.30	parts		12385	Machinery Parts	N
	13-330-000-0000-6575		87.46	parts		12448	Machinery Parts	N
	13-330-000-0000-6575		280.00	labor		12448	Machinery Parts	N
6600	Solberg Welding Inc		375.76		3 Transaction	is	· ·	
6286	World Fuel Services Inc							
	13-330-000-0000-6565	1	476.60	hydrauilic oil		117502	Motor Oil And Lubricants	N
	13-330-000-0000-6565		448.17	supplies		117502	Motor Oil And Lubricants	N
6286	World Fuel Services Inc		924.77		2 Transaction			
DEPT 1	Fotal:	31,	905.52	Equipment Maintenance	e Shops	9 Vendors	25 Transactions	

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Fund Total:

No. Account/Formula

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 11

Vendor <u>Name</u> <u>Rpt</u>

Accr

Amount 62,255.85

Warrant Description
Service Dates
County Road & Bridge

Invoice # Paid On Bhf # Account/Formula Descripti 1099

On Bhf # On Behalf of Name

31 Transactions

*** Fillmore County ***

INTEGRATED FINANCIAL SYSTEMS

11/26/19 11:04AM 14 Sanitation Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Descripti</u> 1099
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smensink 11/26/19 11:04AM 23 County Airport Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendor <u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #	Account/Formula Descripti 10	99
	No. Account/Formula	<u>Accr</u>	<u>Amount</u>	Service Dates	Paid On Bhf #	On Behalf of Name	
350	DEPT			County Airport			
	5763 Bolton & Menk Inc.						
	23-350-000-0000-6626		156.21	#24 Mstr PIn/ALP St. 5%	0241789	Mn Improvement Const/Grant	N
				12/06/2019 12/06/2019			
	23-350-000-0000-6628		2,811.71	#24 Mstr PIn/ALP Fed 90%	0241789	Fed Improvement Const/Grant	N
				12/06/2019 12/06/2019			
	23-350-000-0000-6630		156.20	#24 Mstr PIn/ALP Cnty 5%	0241789	County Share Construction/Improver	N
				12/06/2019 12/06/2019			
	5763 Bolton & Menk Inc.		3,124.12	3 Transaction	ons		
350	DEPT Total:		3,124.12	County Airport	1 Vendors	3 Transactions	
23	Fund Total:		3,124.12	County Airport Fund		3 Transactions	
			•	-			
	Final Total:		88,717.18	49 Vendors	88 Transactions		
	Final Total:		88,717.18	49 Vendors	88 Transactions		

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11:04AM

*** Fillmore County ***

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	1	23,323.83	County Revenue Fund		
	13	62,255.85	County Road & Bridge		
	14	13.38	Sanitation Fund		
	23	3,124.12	County Airport Fund		
	All Funds	88,717.18	Total	Approved by,	

smensink 11/26/19 8:55AM I County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	<u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #	Account/Form	nula Descripti 10	99
<u>No.</u>	Account/Formula	<u>Accr</u>	<u>Amount</u>	Service Dates	Paid On Bhf	On Behal	f of Name	
2620	Abundant Life Fitness & Mass 01-149-000-0000-6372	age Llc	390.45	Wellness - Chair Massages 11/04/2019 11/04/2019		Wellness Grant Ex	kpenses N	N
2620	Abundant Life Fitness & Mass	age LIc	390.45	1 Transactions	5			
4344	OFFICE OF MNIT SERVICES							
	01-149-000-0000-6203		1,300.00	October 2019 WAN Services	DV19100407	Telephone	N	N
4344	OFFICE OF MNIT SERVICES		1,300.00	10/01/2019 10/31/2019 1 Transactions	5			
1 Fund Total	:		1,690.45	County Revenue Fund	2 Vend	dors 2	2 Transactions	

smensink 11/26/19 8:55AM 13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	<u>Name</u>	<u>Rpt</u>		Warrant Description	<u>on</u>	Invoice #	Account/Forn	nula Descripti	<u> 1099</u>
<u>No.</u>	Account/Formula	<u>Accr</u>	<u>Amount</u>	<u>Servi</u>	ce Dates	<u>Paid On Bh</u>	<u>On Beha</u>	If of Name	
15 15	Assoc of MN Counties 13-300-000-0000-6245 Assoc of MN Counties		35.00 35.00	AMC registration	1 Transactions	23-Ron Gregg	Registration Fees		N
7542 7542	Fillmore Co Treasurer 13-330-000-0000-6561 Fillmore Co Treasurer		2,054.85 2,054.85	October fuel tax	1 Transactions		Gasoline Diesel A	and Other Fuels	N
197 197	Kruegel's Inc 13-330-000-0000-6255 Kruegel's Inc		394.74 394.74	propane	1 Transactions	38544	Gas		N
13 Fund Tota	al:		2,484.59	Count	y Road & Bridge	3 Ver	ndors	3 Transactions	

smensink 11/26/19 8:55AM 14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor		<u>Rpt</u>	A	Warrant Description		Invoice #		mula Descripti	1099
<u>No.</u>	Account/Formula	<u>Accr</u>	<u>Amount</u>	<u>Service</u>	<u> Dates</u>	Paid C	n Bhf # On Beh	alf of Name	
5882	Winneshiek County Landfill 14-390-000-0000-6374		1,323.70	Landfill Tipping Fee		23658	Landfill Tipping	g Fees	N
5882	Winneshiek County Landfill		1,323.70	11/12/2019	11/12/2019 1 Transactions				
14 Fund Tota	al:		1,323.70	Sanitatio	n Fund		1 Vendors	1 Transactions	
Final	Total:		5,498.74	6 Vendors	6 T	ransactions			

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8:55AM

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	1	1,690.45	County Revenue Fund		
	13	2,484.59	County Road & Bridge		
	14	1,323.70	Sanitation Fund		
	All Funds	5,498.74	Total	Approved by,	

REQUEST FOR COUNTY BOARD ACTION

Agend	la Date: 12/3/2019 Am	ount of	time requested (m	inutes):	5
Dept.:	Fillmore County Public Heal	th	Prepared By:	Jessica Erickson, DON	
item fo	tem(s) of business with brie or clarity. Provide relevant r nentation is needed and attac	naterial		= =	
Conse	nt Agenda:				ocumentation (Yes/No):
Regula	ar Agenda:				Oocumentation (Yes/No):
1. Tol	pacco Prevention and Control Pre	esentation	n		No

REQUEST FOR COUNTY BOARD ACTION

Agenda	a Date: 12/3/2019 Amount o	of time requested (m	inutes):	5
Dept.:	Social Services	Prepared By:	Kevin Olson	
item fo	tem(s) of business with brief analyor clarity. Provide relevant materia entation is needed and attached.			
<u>Conser</u> 1.	nt Agenda:			Documentation (Yes/No):
Regula 1.	r Agenda: Consider approval to accept screen	ning grant funds in the	e amount of \$23,173	Documentation (Yes):

From DHS.

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services Behavioral Health Division (hereinafter STATE) and the county of Fillmore, MN, an independent contractor, not an employee of the State of Minnesota, address 902 Houston Street, Suite 1, Preston, MN 55965-1080 (hereinafter GRANTEE) witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) is empowered to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children) and,

WHEREAS STATE is in need of the following services: mental health screenings for children within the child welfare and juvenile justice populations, and referrals for follow up assessment and treatment for those children with a positive screen (prioritizing funds for uninsured and underinsured children), and,

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and,

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES. GRANTEE shall:

- 1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
- 2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
- 3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
- 4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, GRANTEE must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.

- 5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, GRANTEE may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
- 6. Collect required screening data and submit data to STATE'S authorized representative by March 15, 2021 in a format approved by DHS. Data shall be summarized and include: screening tool used count, client demographics, screening scores, diagnosis, number of children screened, number of children exempt from screening and reason for exemption, number of children referred for additional assessment, and number of children referred for and received additional assessment.

2. CONSIDERATION AND TERMS OF PAYMENT.

- **2.1 Consideration.** Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:
- (a.) Compensation. GRANTEE will be paid as follows:

Quarterly expenditure reports will be submitted using DHS-2895 reports in accordance with Attachment A, a line item budget, which is attached and incorporated into this contract. Each quarter, GRANTEE must submit a completed BRASS (DHS-2895) electronically via the web based application to the DHS Financial Operations Division.

The breakdown of the total allocation is as follows: Child Welfare, sixteen thousand five hundred fifty-two dollars (\$16,552.00) and Juvenile Justice, six thousand six hundred twenty-one dollars (\$6,621.00).

Reimbursement for child welfare/juvenile justice screening expenditures cannot exceed the annual contract allocation stated above. Funds that are underspent cannot be carried forward and are not eligible for reimbursement in the following STATE FISCAL YEAR of this contract.

- (b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
- (c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed twenty-three thousand one hundred seventy-three dollars (\$23,173.00).
- d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

REPORTING PERIOD	INVOICE DUE
January 1, 2020 – March 31, 2020	April 30, 2020
April 1, 2020 – June 30, 2020	July 30, 2020
July 1, 2020 – September 30, 2020	October 30, 2020
October 1, 2020 – December 31, 2020	January 30, 2021

(a.) (Where applicable.	If blank this section	on does not ap	ply.) Paym	ents are to	be made from federal
funds obtained by the S	STATE through Tit	:leN/A	_ of the	N/A	Act of
N/A	(Public law	N/A	and am	endments i	thereto) Catalog of Federal
Domestic Assistance (Ci	FDA) NoN/A	A federal	award na	me and nun	nber
N/A		If at any tim	e such fun	ds become	unavailable, this grant shall
be terminated immedia	itely upon written	notice of such	fact by th	e STATE to	the GRANTEE. In the event
of such termination, GR satisfactorily performed	ANTEE shall be ei	ntitled to paym	ent, deter	mined on a	pro rata basis, for services

- 3. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- **4. PAYMENT RECOUPMENT.** The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.
- 5. TERMS OF CONTRACT. This grant shall be effective on January 1, 2020 or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2020, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

- **6.1. For Cause or Convenience.** This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.
- **6.2. Insufficient Funds.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.
- **6.3. Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

- **7.1. State.** The STATE'S authorized representative for the purposes of administration of this grant contract is Nancy Just or her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.
- 7.2. Grantee. The GRANTEE's Authorized Representative is Kevin Olson, email kolson@co.fillmore.mn.us, or his successor. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.
- 7.3. Project Manager. The STATE'S project manager for this grant contract is Nancy Just, phone number: 651-431-2247 or her successor.

- **8. ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.
- **9. AMENDMENTS.** Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.
- 10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.
- 11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

13. Intellectual Property Rights

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or

originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as

necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

- 14.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- 14.2. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550
- 14.3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in

accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

- 15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.
- 16. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.
- 17. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

- 19. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- **20. WAIVER.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.
- **21. CONTRACT COMPLETE.** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

- 22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.
- 22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.
- 22.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been

By (with delegated)

encumbered as required by Minnesota Statutes, authority):_____ chapter 16A and section 16C.05. Title:_____ By:_____ Date:_____ Date:_____ Grant No: Distribution: Agency - Original (fully executed) contract 2. GRANTEE Grantee Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on State Authorized Representative behalf of the Grantee. Title:_____ Date:_____ I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract. (Attorney for Grantee) By:_____ Title:

10

Date:

Screening Grant Budget

Cal. Year: 2020

County: Fillmore

Grant Award: 23,173.00

Administration and Operating Expenses (up to 25% of the grant award) (staff time in administering screens and entering screening	TOTAL	Grant Funds
data, and costs of screening tools and related screening supplies.)		
		\$0
Data Collection and Reporting (up to 10% of the grant award) (staff time spent collecting and reporting data to DHS)		
		\$0
Clinical Services (Unlimited) (Diagnostic Assessments, psychotherapy, and other documented mental health treatment related costs not reimbursable through MHCP or other insurance)		
Rule 79 case management (contracted provider) non-MA children (4900)	11,500.00	
		\$11,500.00
Ancillary or Supportive Services (Unlimited) (respite care, skills/support groups, parent coaching/training, and other similar costs not reimbursable through MHCP or other insurance.)		
Respite care (4890)	9,673.00	
		\$9,673.00
Clinical Supervision (up to 10% of the grant award) (clinical supervision for staff completing screenings.)		
		\$0
Training for Child Welfare and Probation Officers (up to 10% of the grant award) (trainings on screenings, interpretation of results, and other similar mental health focused trainings)		
New worker training/mental health focused	2,000.00	
		\$2,000.00
	Total:	\$23,173.00



BRETT A. CORSON FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist



Marla J. Stanton
Assistant Fillmore County Attorney

Melissa Hammell Assistant Fillmore County Attorney

December 2, 2019

Re: Elected Official Meeting and Salary Request

Members of the Fillmore County Board of Commissioners:

Thank you for giving me the opportunity to meet with you and briefly review my experience, duties, and accomplishments as Fillmore County Attorney. We have had a great relationship and I look forward to continuing our positive and productive partnership for many more years.

As you are aware, the County Board is not given the task of evaluating my performance since I am a fellow elected official. Instead, it is the voters of Fillmore County who evaluate my performance at the ballot box every four (4) years. The citizens of Fillmore County have given me great support since I was elected in 2002. Last year, the people of our County again chose me to serve as their County Attorney for another four (4) year term. I am truly honored to serve as their County Attorney.

I have been the Fillmore County Attorney since 2003. I am an MSBA Certified Criminal Law Specialist which is an accreditation awarded to a few select attorneys who have extensive experience in criminal law. I have successfully litigated a wide variety of criminal and civil cases. I am also a retired Army Judge Advocate with 30 years of experience. I attained the rank of LTC, deployed to Afghanistan and Iraq, and have a variety of military legal experience in contract law, operational law, law of armed conflict, administrative law, and legal assistance. Prior to 2003, my partner and I owned and operated Corson Law Offices for 17 years. I have also served as a Minnesota State Public Defender, City Attorney, and Township Attorney. I am also been involved in many community and professional organizations.

As Fillmore County Attorney, I lead an office of 2.0 FTE Assistant County Attorneys and 1.5 FTE support staff with an annual budget of approximately \$440,000.00. The County Attorney is the chief legal officer for the County dealing with items ranging from criminal justice and public safety to zoning enforcement, child support collection, and child protection. The primary function of the County Attorney is to serve as the chief prosecutor for the County and to be the voice of people who have been victimized by crime. The prosecutorial duties of the County Attorney are enumerated in over eighty-eight (88) separate Minnesota statutes.

The County Attorney is also the legal advisor for the County and serves in a role that is similar to that of an in house corporate counsel. In total, the County attorney is the statutory advisor and counselor to numerous agencies, departments, and officials including the County Board of Commissioners and County Administrator. There are one hundred and forty (140) separate Minnesota statutes that enumerate the County Attorney's duties to represent or protect the county's interests in civil actions.



Fillmore County Attorney's Office 101 Fillmore Street, P.O. Box 307, Preston, MN 55965 Telephone: (507) 765-2530 Fax: (507) 765-4543 There are also approximately seventeen (17) Minnesota statutes that contain the County Attorney's duties to render civil advice and reviews of a specific nature. The County attorney has approximately twenty-one (21) statutory responsibilities for civil and criminal issues not involving litigation and many more statutory responsibilities regarding memberships in organizations, mandated reports and notices, and establishment of policies. The general duties and responsibilities of the County Attorney may be found in Minnesota Statutes Chapter 388.

The County Attorney must perform all of these duties and responsibilities under the strict standards set forth in Minnesota statutes, the Minnesota Rules of Court, and the ethical and professional standards of the Minnesota Rules of Professional Conduct.

A brief outline of some of the areas of responsibility for my Office are as follows:

- 1. Criminal Caseload: Felonies, Gross Misdemeanors, Misdemeanors, Petty Misdemeanors
 - a. Assaults, Criminal Sexual Conduct, Financial Crimes, Domestic Abuse, and serious crimes
 - b. Prosecution for Cities of Mabel, Harmony, Canton, Fountain, and DNR
 - c. Appeals: 5 Criminal Appeals this year, Sex Offender Commitment appeal, three Tax Appeals, and previous Federal Writ of Habeas Corpus in Federal Court
 - d. Restitution Hearings and Victim Rights
 - e. Pretrial Violations and Probation Violations
 - f. Expungement Proceedings
 - g. Forfeiture proceedings (Also drafted memo to Legislators and met with Greg Davids to discuss proposed changes to forfeiture laws)
 - h. Search warrants, strategy sessions, and pre-charging assistance to law enforcement
 - i. Veteran's Court
 - i. Cornerhouse interviews
- 2. Juvenile Delinquency and Juvenile Offenders
 - a. Juvenile crimes includes all juveniles within the County
 - b. Diversion of some juvenile delinquency matters (requires coordination with Probation)
- 3. Truancy:
 - a. Pre-Truancy diversion program, coordinate with local schools and Social Services
 - b. Truancy Proceedings and followup
- 4. Juvenile Protection, CHIPS, Termination of Parental Rights, Adoptions, Daycare certification and licensing
 - a. Juvenile protection meetings
 - b. Review maltreatment reports and appeals
- 5. Child Support Establishment, Contempt, Paternity, Modification
- 6. Civil Commitments, Sex Offender Commitments, Guardianships, Conservatorships
- 7. Zoning Enforcement, SSTS enforcement, Buffer Law issues, Noxious Weeds, Public nuisances, Clandestine Lab Cleanups
- 8. Contract Review, Drafting of Contracts, contract enforcement
- 9. Adult Protection
 - a. Nursing home cases, exploitation of vulnerable adults, guardianships, conservatorships

- 10. Election Issues
- 11. Technology Updates: MCAPS, MNCIS, LETG, E-Filing, E-charging
- 12. Policy review/Advice to Department Heads
 - a. Sheriff, Social Services, Recorder, Highway, EDA, Zoning, Solid Waste
 - b. Data Privacy and FOIA, Cornerhouse Process and interviews, Body Cams, personnel, contracts, search warrants, conceal and carry, JPAs, Independent Contractors and Services
- 13. Advice to/Coordination with Other Agencies:
 - a. SWCD, Fair Board, DNR, VA, Airport, DFO, Victim Services
- 14. Medical Assistance/Collection of Debts and Assets:
 - a. Review Trust/wills, collection process, probates
- 15. Meetings and conferences:
 - a. Department Head, DFO, MCAA, CJI, Clandestine Lab, Buffer, etc.
- 16. Miscellaneous:
 - a. Fireworks, liquor licenses, easements, land issues, Community Outreach

Today is also an opportunity for you to discuss my salary for the coming year. In order to assist you in setting my salary you have been provided with a comparison of the salaries received by County Attorneys in our area. As you can see, the average salary for similarly sized counties in our area is approximately \$123,000.00. (This figure is the 2019 average plus 3.0% economic adjustment) Therefore, I am requesting a salary of \$123,000.00 for 2020 based on these figures, my experience, my various legal duties, and responsibilities.

Thank you for your continued support. I look forward to continuing to work with you and the citizens of Fillmore County. If you should have any questions regarding this information, please don't hesitate to contact my office. Respectfully.

Brett A. Corson Fillmore County Attorney P.O. Box 307 Preston, MN 55965 (phone)507-765-2530 (FAX)507-765-4543

e-mail: bcorson@co.fillmore.mn.us



	2019 Elected Salaries							
						Chief Deputy		
County	Commissioner	Sheriff	A/T	Recorder	Attorney	Sheriff		
Aitkin	\$31,311.86	\$98,000.00	\$86,725.67	\$70,736.72	\$123,676.45	\$90,043.20		
Becker	\$24,003.00	\$100,530.00	\$87,019.00	\$72,346.00	\$109,675.00	\$85,934.00		
Blue Earth *	\$37,939.20	\$153,566.40	\$153,566.40	\$123,988.80	\$153,566.40	\$130,894.40		
Dodge *	\$22,425.00	\$102,436.00	\$94,868.00	N/A	\$104,554.00	\$91,769.00		
Faribault*		\$125,155.00						
Goodhue	\$22,110.40	\$136,718.40	\$122,387.20	\$148,408.00	\$130,832.00	\$93,808.00		
Houston	\$19,016.34	\$100,030.56	\$81,411.20	\$62,000.00	\$113,531.54	\$91,020.80		
Kandiyohi	\$30,765.00	\$99,892.00	\$111,924.00	\$96,797.00	\$127,029.00	\$89,591.00		
Lyon	\$20,200.00	\$99,100.00	\$104,131.29	\$74,995.61	\$131,834.00	\$88,000.00		
Martin	\$25,190.00	\$107,952.00	\$87,589.40	\$66,726.40	\$123,739.20	\$97,136.00		
Nobles	\$19,717.00	\$118,920.00	\$74,468.00	\$62,521.54	\$120,361.00	\$93,825.91		
Redwood	\$26,915.00	\$113,420.00	\$100,537.00	\$86,193.00	\$96,090.00	\$92,540.00		
Todd	\$31,941.00	\$88,501.00	\$83,404.00	\$65,000.00	\$111,000.00	\$75,816.00		
Winona	\$24,236.69	\$130,846.00	\$99,360.00	\$84,722.00	\$135,515.00	\$116,667.46		
Fillmore	\$23,115.00	\$103,500.00	\$77,500.00	\$71,600.00	\$113,000.00	\$83,237.15		
Average	\$25,634.68	\$111,904.49	\$97,492.23	\$83,541.16	\$121,028.83	\$94,305.92		
95% of Average	\$24,352.94	\$106,309.27	\$92,617.61	\$79,364.10	\$114,977.39	\$89,590.63		

Dodge Attorney is 1/2 time so given amount was doubled; Commissioner salary is for the chair; County does not have an A/T or Recorder, but a Land Records Director. Salary for A/T is this salary

Todd County does NOT pay any per diems to its Commissioners: Chair & Vice receive additional pay

Aitkin has separate A/T. Amount listed is the average of the two

Winona Chief Deputy is a union position

Goodhue Recorder is Land Use mgt director, County Surveyor building, GIS and zoning and records.

Blue Earth County Note: Director of Property and Environmental Services oversees the Recorder function and some of the A/T function. Finance Director performs some of the Treasurer function.

Faribault: Did not send data

Appointed

2019 Regional Elected Salaries								
							Per	Per
						Chief Deputy	Diem/ In	Diem/
County	Commissioner	Sheriff	A/T	Recorder	Attorney	Sheriff	Cty	Out Cty
Dodge *	\$22,425.00	\$102,436.00	\$94,868.00	N/A	\$104,554.00	\$91,769.00	\$80.00	\$80.00
Freeborn *	\$23,566.00	\$113,000.00	\$86,552.00	\$73,010.91	\$112,809.01	\$94,222.33		
Goodhue	\$22,110.40	\$136,718.40	\$122,387.20	\$148,408.00	\$130,832.00	\$93,808.00		
Houston *	\$19,016.34	\$100,030.56	\$81,411.20	\$62,000.00	\$113,531.54	\$91,020.80	\$40.00	\$65.00
Mower	\$24,200.00	\$107,512.29	\$83,274.67	\$78,716.14	\$123,047.31	\$96,111.89	\$50.00	\$65.00
Rice *	\$37,518.78	\$137,745.92	\$107,234.40	\$91,457.60	\$141,899.94	\$107,556.80		
Steele *	\$22,433.01	\$133,057.60	\$96,574.40	\$88,337.60	\$139,693.20	\$105,747.20	\$75.00	\$75.00
Wabasha	\$20,070.00	\$103,811.00	\$79,248.00	\$72,150.00	\$105,488.00	\$89,490.79		
Waseca	\$24,600.00	\$99,999.00	\$87,633.44	\$78,059.07	\$100,000.00	\$87,526.40	\$95.00	\$95.00
Winona	\$24,236.69	\$130,846.00	\$99,360.00	\$84,722.00	\$135,515.00	\$106,836.08		
Fillmore	\$23,115.00	\$97,500.00	\$77,500.00	\$71,600.00	\$113,000.00	\$83,237.15	\$45.00	\$45.00
Average	\$23,935.57	\$114,786.98	\$92,367.57	\$84,846.13	\$120,033.64	\$95,211.49	\$64.17	\$70.83
95% of Average	\$22,738.79	\$109,047.63	\$87,749.19	\$80,603.83	\$114,031.95	\$90,450.92	\$60.96	\$67.29

Dodge Attorney is 1/2 time so given amount was doubled; Commissioner salary is for the chair; County does not have an A/T or Recorder, but a Land Records Director. Salary for A/T is this salary

Freeborn County does not give per diems to Commissioners: Freeborn is in litigation with their Sheriff regarding 2019 salary, amount listed is 2018 salary

Steele has separate A/T. Amount listed is average.

Rice has separate positions of Property Tax - Elections and CFO, amount is the average

Goodhue Recorder is Land Use mgt director, County Surveyor, GIS building and zoning and records; A/T is Finance Director who is also in charge of Assessor department

Winona Chief Deputy is a union position

Appointed

REQUEST FOR COUNTY BOARD ACTION

REVISED

Agenda Date: 12/3/2019

Amount of time requested (minutes): 20 minutes for discussion

Department: Highway and Airport

Requested By: Mr. Gregg

Presented By: Mr. Gregg

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

Highway Department

- 1. Consider awarding the bridge replacement project on County Road No. 101 in Jordan Township, LOST 1339-101 to the lowest responsible bidder.
- **2.** Consider awarding the bridge replacement project on County Road No. 104 in Pilot Mound Township, LOST 88935-104 to the lowest responsible bidder.
- **3.** Consider awarding the Canton Township Bridge Replacement project SAP 023-599-207 to the lowest responsible bidder.
- **4.** Consider awarding the 2020 Bituminous Seal Coat projects to the lowest responsible bidder.
- **5.** Request Board approval to order a new Tandem Axle Truck and snow removal equipment.
- **6.** Consider passing a final payment resolution for the Bridge Replacement Project on CSAH 12, SP 023-612-041.

Airport Department

Check e-mail for supporting documentation. **See attached documents.** Bid results will be available on Monday after the bid opening.

Bid results will not be available until 3:00 PM on Monday December 1st, 2019.

Tandem Axle truck chassis and snow removal equipment costs are attached.

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

2020 Snow Plow Truck and Equipment

2019 Mack Granite 64FR	\$130,974.00
------------------------	--------------

Nuss Truck and Equip

Trade 2005 Sterling L6511 \$15,000.00

Less Trade \$115,974.00

Snow Plow Equip

Universal Truck Equipment \$115,578.00

Total Truck cost \$115,974.00

+ <u>\$115,578.00</u>

Total \$231,552.00

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS Preston, Minnesota 55965

Date	December 3, 2019)		Resolution No.	2019-XXX	
Motion Comm	n by iissioner			Second by Comn	nissioner	
			LLC. has in all thin advised in the premi		3-612-041 , in Cari	mona Township;
NOW 1	THEN BE IT RES	OLVE	D:			
	That we do hereby horize final paymen	-	said completed <u>pr</u> ecified.	oject for and	on behalf of the (County of Fillmore
		Date	ed at Preston, Minne	sota, this <u>3rd</u> day	of <u>December</u>	_, 2019
Contrac	et Price:	\$	441,557.00			
Value o	f Work:	\$	443,728.69			
Final P	ayment:	\$	22,186.44			
			_		, Chairman of	the Board
VOTIN Commis	NG AYE ssioners Bakk	e 🗌	Dahl 🗌	Hindt [Lentz	Prestby
VOTIN Commis	IG NAY ssioners Bakk	e 🗌	Dahl 🗌	Hindt	Lentz 🗌	Prestby
COUNTY	OF MINNESOTA Y OF FILLMORE	Clerk of th	he Fillmore County Ros	rd of Commissioners St	ata of Minnasota do	heraby certify that the

Witness my hand and official seal at Preston, Minnesota the 3rd day of December, 2019.

SEAL

Bobbie Vickerman, Coordinator/Clerk Fillmore County Board of Commissioners

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 3rd day of December, 2019.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/03/19	Amount of time reque	sted (minutes):	15
Dept.: Sheriff's Office	Prepared By:	John DeGeorge	
State item(s) of business with brief an item for clarity. Provide relevant mate documentation is needed and attached	erial(s) for documentat	• •	
Consent Agenda:		D	ocumentation (Yes/No):
Regular Agenda:		Ι	Oocumentation (Yes/No):
2020 Sheriff and Chief Deputy Sa	alary Request		Yes
Request for approval to pay quote and setup of 2019 Dodge Charger		for equipment	Yes

2020 Sheriff and Chief Deputy Salary Request

In order to simplify the process of setting salaries for the Sheriff and Chief Deputy, I would like to propose that both salaries be discussed and set for 2020 at the same meeting. I would also ask that when the county board reviews the goals and accomplishments listed below, they consider those to reflect on both the Sheriff, and the Chief Deputy. None of the items listed would be possible to accomplish without significant involvement of both individuals. I have included in this packet the list of goals that I set forth for calendar year 2019 to review alongside the accomplishments listed below, and the goals set forth for calendar year 2020.

Accomplishments for calendar year 2019:

- Provided for more scheduled patrol coverage by changing patrol schedule to reduce holes in deputy coverage that require filling by part-time or overtime shifts. We should also be at full patrol staff near the end of 2019 for the first time in several years.
- Brought forth a plan for a needs assessment for our county jail, which was approved by the county board.
- Created a crime prevention program in which crime prevention topics have been presented to several communities throughout Fillmore County.
- Utilized our training budget to address training shortcomings of our staff to address training shortcomings of the last several years.
- Established a more cooperative relationship with county administration to build trust and efficiency. We have worked together effectively on many topics, including budget planning and management, and employment issues.
- Re-enacted the CodeRed Public Notification System
- Re-structured the Enterprise Fleet Management Program from a 3 year replacement to a more responsible 4 and 5 year rotation.
- Have worked to clean up the backup of old forfeiture vehicles from the last few years (11 have been sold in the last 3 weeks alone).

- Established an open line of communication and diplomacy with the Department of Corrections.
- Expanded the Fillmore County D.A.R.E. program to include a fall program in schools in addition to the traditional spring program.
- Provided leadership to Fillmore County Sheriff's Office staff based on trust and accountability of the Sheriff and Chief Deputy.

Goals for calendar year 2020:

- Completing and presenting a needs assessment for the Fillmore County Jail to the county board.
- Establish periodic fire chief meetings between Sheriff's Office command staff and local fire departments to discuss training, service boundaries, and interoperability.
- Conduct multi-disciplinary training with law enforcement, fire departments, and ambulance services.
- Evaluate all law enforcement contracts with cities to update language and present updated contracts to contracted communities for beginning of 2021.
- Begin BCA Leadership training curriculum for Jail Administrator and Patrol Sergeant, which will complete BCA Supervision and Management Training for all Sheriff's Office Command Staff.

Based on the data of comparison counties used in the recent wage study by David Drown and Associates, a spreadsheet provided by H.R. Officer Kristina Kohn shows the average sheriff's salary for the comparable counties to be \$110,958.03 for calendar year 2019. 95% of this average shows a wage of \$105,410.12 for calendar year 2019.

I believe it is reasonable that a 2.5% cost of living increase would be expected to apply to the average sheriff's wages for 2020, which would bring the average Sheriff's Salary to \$113,731.98. 95% of that average is \$108,045.

I respectfully request that the County Board set the 2020 Sheriff's total salary at 95% of that expected average, which is \$108,045. The base salary would be \$102,045, with an additional \$6,000 stipend for my role as assistant emergency manager.

The above data shows the average Chief Deputy salary for the comparable counties to be \$95,211.49 for calendar year 2019. 95% of this average shows a wage of \$90,450.91 for calendar year 2019.

I believe it is reasonable that a 2.5% cost of living increase would be expected to apply to the average Chief Deputy wages for 2020, which would bring the average Chief Deputy's Salary to \$97,591.77.

I respectfully request that the County Board set the 2020 Chief Deputy salary at 95% of that expected average, which is \$92,712.

Thank you for your consideration,

Sheriff John DeGeorge



Quote

Date	Quote #
11/26/2019	MP112619-12

Oakdale, MN 55128

FILLMORE CO. SHERIFF 901 HOUSTON ST. NW PRESTON, MN 55965

Name / Address

Ship To

FILLMORE CO. SHERIFF
ATTN: LANCE BOYUM
901 HOUSTON ST. NW
PRESTON, MN 55965
USA

P.O. No.	Terms	Due Date	Account #	Rep	FOB
LANCE	NET 30	6/13/2019		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	CONTACT	LANCE BOYUM #507.765.3874 LBOYUM@CO.FILLMORE.MN.US		0.00	0.00
1	VEHICLE	2019 DODGE CHARGER CIVILIAN ADMIN		0.00	0.00
1	STRIP-JORDAN	STRIP EQUIPMENT FROM 2016 CHEVY IMPALA RESTORE HEADLIGHT AND HORN FUNCTIONS AND PLUG HOLES RE-USE FOLLOWING ITEMS FROM IMPALA LIGHTS, SIREN SPEAKER, HANDHELD LIGHTS/SIREN CONTROL, DOCKING STATION, AND RADIO	COMP V	225.00	225.00
1	ETHFSS-SP-ISO	SOUND OFF SOLID STATE SELECT-A-PATTERN HEADLIGHT FLASHER - ISOLATED - POSITIVE OUTPUT		42.84	42.84
1	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT FLASHER - 12 WIRE - ISOLATED POSITIVE OUTPUTS	ea	39.27	39.27
1	SAK37	SAK37 - SA315P SIREN SPEAKER MOUNTING BRACKET FOR 2011-2019 DODGE CHARGER	ea	23.78	23.78
1	PKG-PSM-368	HAVIS COMPUTER MOUNT PACKAGE FOR 2011+ DODGE CHARGER		475.35	475.35
1	CG-X	HAVIS CHARGEGUARD PROGRAMMABLE AUTO ON/OFF TIMER 12V NEG GROUND. PROGRAMMABLE FROM 5 SECONDS TO ETERNITY.	ea	66.28	66.28



Quote

Date	Quote #
11/26/2019	MP112619-12

Name / Address	
FILLMORE CO. SHERIFF 901 HOUSTON ST. NW PRESTON, MN 55965	

Ship To	
FILLMORE CO. SHERIFF	
ATTN: LANCE BOYUM	
901 HOUSTON ST. NW PRESTON, MN 55965	
USA	

P.O. No.	Terms	Due Date	Account #	Rep	FOB
LANCE	NET 30	6/13/2019		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	C-TSM-CHGR-P-1	HAVIS PASSENGER'S SIDE MOUNT FOLD DOWN EQUIPMENT TRAY FOR 2011+ DODGE CHARGER	ea	168.06	168.06
1	EX-MISC SUPPLY	STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING MATERIALS		300.00	300.00
1	LABOR-JORDAN	LABOR CHARGE FOR SERVICES PERFORMED:	hr	1,950.00	1,950.00
1	SHIPPING AND HANDLING	SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN		0.00	0.00

If you would like to turn this quote into an order, please let your sales rep know ASAP!

Total

\$3,290.58

REQUEST FOR COUNTY BOARD ACTION

Agend	5							
Dept.:	Coordinator	Prepared By:	Kristina Kohn					
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:								
Regula	nr Agenda:			Occumentation (Yes/No):				
1.	Update regarding County Assess	sor position		No				