

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
December 14, 2021**

Fillmore County Courthouse – Boardroom, 101 Fillmore Street – Preston, MN

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Mitch Lentz – First District
Randy Dahl – Second District

Larry Hindt – Third District
Duane Bakke – Fourth District

Marc Prestby – Fifth District

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**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; 2485 417 2072 to participate virtually go to [www.webex.com](http://www.webex.com) , click on “join meeting” in top right corner of your screen; then enter the Meeting ID, 2485 417 2072 may need password 9rMNC3rZ4Vp**

- 3:00 p.m.      Pledge of Allegiance  
                  Approve agenda
- Approve Consent Agenda:  
                  1. Approve November 23, 2021 County Board minutes
- Approve Commissioners Warrants  
                  Review Finance Warrants
- 3:05 p.m.      Drew Hatzenbihler, Solid Waste Administrator  
                  1. Consider SCORE Grant agreement
- 3:10 p.m.      Chris Hahn, EDA Executive Director  
                  1. Consider request for EDA to host Fillmore County Agriculture Summit,  
                      February 24, 2022 at Eagle Bluff  
                  2. Consider request from Eagle Bluff for letter of support for grant submission
- 3:20 p.m.      Christy Smith, Auditor/Treasurer  
                  1. Review updated County fee schedule to be approved at the first  
                      board meeting in 2022
- 3:30 p.m.      Citizen’s Input
- 3:35 p.m.      John DeGeorge, Sheriff  
                  1. Consider purchase and setup of 2022 Ford Explorer Squad Car  
                  2. Consider replacement of Jail Camera DVR system
- 3:45 p.m.      Cristal Adkins, Zoning Administrator  
                  1. Consider an access permit to widen the existing field drive for Justin Boyum,  
                      Section 13 of Arendahl Township

FILLMORE COUNTY BOARD OF COMMISSIONERS

December 14, 2021

Board Meeting Page 2

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- 3:50 p.m. Ron Gregg, Highway Engineer
1. Review bids for the Bridge Replacement Project on CSAH 30, SAP 023-630-008 with possible action
  2. Review bids for the Bridge Replacement Project on CSAH 26, SAP 023-626-009 with possible action
  3. Review bids for the Bridge Replacement Project on CR 105 in Arendahl Township LOST 88938-105, with possible action
  4. Review bids for the Bridge Replacement Project in Newburg Township, SAP 023-599-164 with possible action
  5. Review bids for two bridge replacement under one contract in Sumner & Norway Townships, SAP 023-599-208 & SAP 023-599-211 respectfully, with possible action
  6. Review bids for the Surface Reconditioning Project on CSAH 30 from TH 139 to the Niagara Cave, SAP 023-630-006 with possible action
  7. Consider approving a final payment resolution for the Bridge Replacement project on CSAH 15 Carimona Township, SAP 023-615-015
  8. Consider approving a final payment resolution for the Surface Reconditioning Project on CSAH 18, 23, & 25, SAP 023-618- 010, 023-623-030 & 023-625-015 respectfully
  9. Consider Airport AWOS Companion Grant approval
  10. Consider resolution to purchase 0.29 Acres for the Airport AWOS location
  11. Consider awarding low bid contract to Neo Electrical Solutions for the moving of the AWOS
- 4:15 p.m. Lindsie Engle, Human Resources Officer
1. Consider the request to hire a Social Worker at Grade 12/ Step 1 effective 01/03/2022 as recommended by the Hiring Committee
- 4:20 p.m. Bobbie Hillery, Administrator
1. Discussion with possible action American Recovery Act
    - a. Broadband
      - i. Darren Moser, AcenTek – rural Canton
    - b. Summary of American Recovery Act expenditures
    - c. Consider position requests as presented
  2. Discussion with possible action regarding advertising a RFP for Jail Architects and setting up a committee to review proposals submitted and interview the firms January 25<sup>th</sup>
  3. Discussion with possible action regarding ATV ordinance

FILLMORE COUNTY BOARD OF COMMISSIONERS

December 14, 2021

Board Meeting Page 3

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4. Request for Board appointment for Extension Committee
5. Consider resolution for updated City of Lanesboro Abatement Agreement
6. Consider resolution for Opioid Settlement
7. Consider request for additional 8 hour employee additional time off option
8. Consider request for Nessus Scanner System for Human Services (required)
9. Consider request for 3 year Lumen Phone Contract

Calendar review, Committee Reports and Announcements

**6:30 p.m. Truth in Taxation Hearing for 2022 County Preliminary Budget and Levy**

**Meetings:**

|                        |            |                                  |                |
|------------------------|------------|----------------------------------|----------------|
| Monday, December 13    | 6:30 p.m.  | Semcac                           | Dahl           |
| Tuesday, December 14   | 3:00 p.m.  | Board Meeting (boardroom)        | All            |
| Tuesday, December 14   | 6:30 p.m.  | Truth in Taxation                | All            |
| Wednesday, December 15 | 12:00 p.m. | DFO Joint Powers (Olmsted)       | Prestby, Bakke |
| Thursday, December 16  | 10:00 a.m. | Historical Society (Fountain)    | Bakke          |
| Thursday, December 16  | 4:30 p.m.  | SWCD (SWCD building)             | Bakke          |
| Thursday, December 16  | 7:00 p.m.  | Planning Commission (courthouse) | Bakke          |

**COMMITTEE OPENINGS:**

|                                               |                         |
|-----------------------------------------------|-------------------------|
| Community Corrections Task Force – District 2 | meets quarterly at noon |
|-----------------------------------------------|-------------------------|

This is a preliminary draft of the November 23, 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 regular session this 23rd day in November, 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.

Others present: Bobbie Hillery, Administrator/Clerk; Ron Gregg, Highway Engineer; Cristal Adkins, Zoning Administrator; Lindsie Engle, Human Resources Officer; Julia McCaslin, Account Technician; Chris Hahn, EDA Director; Christy Smith, Auditor/Treasurer; John DeGeorge, Sheriff; Jerry Cleveland; Mary Miner; June Hammell; Jill Huffman; Deb Erickson; Steve Erickson; Steve Hartwick; Bernie Hammell; Terry Schultz, Building Maintenance Supervisor; Bonita Underbakke and Karen Reisner, Fillmore County Journal

Also present via WebEx: Lori Affeldt, Finance Director; Kristi Ruesink, Accounting Technician; Jason McCaslin, Assessor; Nicole Schulte; Brett Corson, County Attorney; Tom Kaase; Jessica Erickson, Public Health Director

The Pledge of Allegiance was recited.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the Amended Agenda with the following additions: purchase a Ford pickup underneath the Highway section and an additional section for Zoning with three access permits.

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

1. Approve November 9th, 2021 County Board minutes
2. Temporary closure of CSAH 21, City of Canton, Saturday, December 11<sup>th</sup> at 6 p.m. for its annual lighted parade.
3. Approve renewal liquor license for Isle of Dreams LLC.

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

The Finance Department warrants were reviewed.

Christy Smith, Auditor/Treasurer was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the Snowmobile State of Minnesota Grant Contract for Tri-County Trail in the amount of \$19,254.77.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the Snowmobile State of Minnesota Grant Contract for Bluff Valley Trail in the amount of \$25,342.89.

On motion by Hindt and seconded by Prestby, the Board unanimously approved the Snowmobile State of Minnesota Grant Contract for Hiawatha I & II in the amount of \$31,838.83.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the Snowmobile State of Minnesota Grant Contract for Mabel Trail Busters in the amount of \$15,205.73.

On motion by Hindt and seconded by Prestby, the Board unanimously approved the sale price for each tax forfeiture property: Rushford City 06.0196.000 at \$1,000.00; Canton Township 08.0156.010 at \$100.00; Canton Township 08.0181.020 at \$100.00; Canton City 09.0195.020 at \$1.00; Canton City 09.0172.000 at \$500.00; Lanesboro City 19.0136.000 at \$15,000.00; Forestville Township 28.0385.000 at \$5,000.00; Ostrander City 34.0034.000 at \$1.00; Spring Valley City 36.0282.000 at \$800.00; Spring Valley City 36.0727.00 at \$4,100.00; Mabel City 02.0093.000 at \$1,000.00; Rushford City 06.0103.020 at \$100.00.

On motion by Lentz and seconded by Hindt the Board unanimously approved the Auditor/Treasurer to apply for the 2021 Voting Equipment Grant VEGA-3 for the replacement of the existing Automarks.

Ron Gregg, Highway Engineer was present.

On motion by Bakke and seconded by Prestby, the Board unanimously approved to advertise the surface reconditioning project on CSAH 3, SAP 023-603-005.

On motion by Hindt and seconded by Prestby, the Board unanimously approved to advertise the surface reconditioning project on CSAH 39, SAP 023-639-003.

On motion by Bakke and seconded by Hindt, the Board unanimously approved to advertise for the 2022 Chip Seal Program.

On motion by Hindt and seconded by Lentz the Board unanimously approved to advertise for RFP for a Contracted County Land Surveyor as recommended by the County Engineer.

On motion by Prestby and seconded by Hindt, the Board unanimously approved the purchase of 2022 Ford F-150 4X4-Super Cab in the amount of \$32,867.17.

Highway committee report was discussed with an update on the 2021 close out of projects and the upcoming 2022 projects. Bakke noted that the Local Option Sales Tax 10 year plan will need to be updated and approved by the Board. Gregg appreciates the Board and their support in trying new things.

Citizens Input was opened at 9:48 a.m. with Jerry Cleveland noting that he agrees on the need for a new jail for Fillmore County, but expressed concerns about the type of structure. He proposed a dome structure noting it would be an option that many may not propose or think about and he provided some advantages such as cost, appearance and ability to last longer. Citizens input closed at 9:54 a.m.

Public hearing for ATV Ordinance was called to order by Chair Dahl at 9:55 a.m.

Sheriff John DeGeorge was present and Attorney Brett Corson was present via Web Ex to answer questions. Bernie Hammell asked about Township roads and how this ordinance deals with township roads. DeGeorge explained the ordinance is for county roads and has no bearing on township roads. Steve Hartwick asked about organized trail rides, open containers, and if Department of Natural Resources had been in contact with DeGeorge. DeGeorge has not been contacted by the Department of Natural Resources. Corson explained a ticket would be issued on open containers.

The Public Hearing was closed by Chair Dahl at 10:24 a.m.

The board will revisit the ATV ordinance on the board meeting December 14 and consider whether the ordinance will be adopted.

The chair recessed the board meeting at 10:24 a.m. and resumed back in session at 10:32 a.m.

Cristal Adkins, Zoning Administrator was present.

On motion by Bakke and seconded by Prestby, the Board unanimously approved the Access Permit for Aaron Martinez on County 108 for access to a new building site.

Adkins requested an Access Permit for Justin & Jana Boyum on County 25 for better access to cropland. The board did not grant and asked that it be brought back at a later date, asking for clarification regarding the other driveway.

On motion by Hindt and seconded by Prestby, the Board unanimously approved the Access Permit for John M. Hochstetler on county 30 to widen an existing driveway access.

Lindsie Engle, Human Resources Officer was present.

On motion by Hindt and seconded by Lentz, the Board unanimously approved to hire Ashley Johnson as the Public Health Case Aide at Grade 7 / Step 1 effective 12/13/2021.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request to promote Jarad Carolan to County Surveyor's Assistant at Grade 12 / Step 8 effective 11/26/2021.

On motion by Bakke and seconded by Prestby, the Board unanimously approved the request to advertise for Engineer in Training at Grade 13 / Step 1.

On motion by Bakke and seconded by Hindt, the Board unanimously approved the request to hire Jacob James as Highway intermittent employee at Grade 3 / Step 1 as recommended by County Engineer and personnel committee.

Bobbie Hillery, Administrator was present.

Hillery did a breakdown on American Rescue Plan Act expenditures. She noted that the board has used \$425,000 of \$4.2 million. Hillery noted LTD Broadband had talked about different projects, but made no specific dollar amount requests. Mediacom talked about Wykoff and Ostrander projects. Harmony talked about two projects and would appreciate any grant. EDA Director Chris Hahn appeared in person and noted AcenTek will possibly present on December 14<sup>th</sup>.

Hillery discussed adding more positions using ARPA dollars at the request of some department heads. The new positions would be Income Maintenance, Attorney Paralegal, Floater, Sheriff Deputy and Jailer. The board had approved a Social Worker, a Registered Nurse and a Case Aide.

Building Maintenance Supervisor Terry Schultz was present and provided estimates for HVAC in the courthouse at \$364,000, office building at \$180,000 and jail at \$640,000, due to ventilation issues that can be directly related to bacteria and humidity.

Other suggested uses of the funding included furniture layout in Administrator's office, Automatic Doors for the bathroom, and replacing the radio equipment for jail and sheriff's department.

Hillery will bring specific recommendations back to future Board meetings.

Sheriff DeGeorge discussed the jail. The next steps would be reaching out to architects with an understanding that the new jail would meet the basic needs and be in compliance with the Department of Corrections. Lentz would like to move forward with an architect and get quotes. Dahl wants to keep moving forward and opposes spending money on the old jail. Hillery noted we are in agreement with a set up like Howard County Jail and wants to keep the RFP simple. Discussion will continue at the December 14th board meeting.

The following announcements, calendar review and committee reports were given: Bakke-Wellness, SWCD-Administrator Christiansen resigned; History Center – working on facility upgrades; Lentz-Emergency Communications, Zumbro Valley Mental Health, Wellness; Hindt - Public Health Advisory discussed the large number of infections and setting up vaccinations; EDA - Eagle Bluff looking for letter of support for grant.

On a motion from Hindt and seconded by Lentz, the Chair adjourned the meeting at 12:22 pm.

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

|    | Vendor      | Name                 | Rpt  |          | Warrant Description          | Invoice #      | Account/Formula Descripti     | 1099 |
|----|-------------|----------------------|------|----------|------------------------------|----------------|-------------------------------|------|
|    | No.         | Account/Formula      | Accr | Amount   | Service Dates                | Paid On Bhf #  | On Behalf of Name             |      |
| 3  | DEPT        |                      |      |          | Board Of Commissioners       |                |                               |      |
|    | 7040        | AMC/MACA             |      |          |                              |                |                               |      |
|    |             | 01-003-000-0000-6245 |      | 70.00    | AMC Dist 9 D Bakke & M Lentz | 60324          | Registration Fees             | N    |
|    |             |                      |      |          | 10/18/2021 10/18/2021        |                |                               |      |
|    | 7040        | AMC/MACA             |      | 70.00    | 1 Transactions               |                |                               |      |
|    | 3804        | Bakke/Duane          |      |          |                              |                |                               |      |
|    |             | 01-003-000-0000-6335 |      | 81.76    | Nov 2021 Meeting mileage     |                | Employee Automobile Allowance | N    |
|    |             |                      |      |          | 11/01/2021 11/29/2021        |                |                               |      |
|    | 3804        | Bakke/Duane          |      | 81.76    | 1 Transactions               |                |                               |      |
|    | 82132       | Fillmore Co Journal  |      |          |                              |                |                               |      |
|    |             | 01-003-000-0000-6233 |      | 178.10   | 11/15 board meeting minutes  | 130117         | Publications                  | N    |
|    |             |                      |      |          | 11/15/2021 11/15/2021        |                |                               |      |
|    |             | 01-003-000-0000-6233 |      | 120.65   | 10/12 board meeting minutes  | 130117         | Publications                  | N    |
|    |             |                      |      |          | 11/08/2021 11/08/2021        |                |                               |      |
|    |             | 01-003-000-0000-6241 |      | 436.62   | Notice of public hearing-ATV | 130117         | Advertising                   | N    |
|    |             |                      |      |          | 11/15/2021 11/15/2021        |                |                               |      |
|    | 82132       | Fillmore Co Journal  |      | 735.37   | 3 Transactions               |                |                               |      |
|    | 2081        | Lentz/Mitch          |      |          |                              |                |                               |      |
|    |             | 01-003-000-0000-6335 |      | 161.28   | Nov 21 Meeting mileage       |                | Employee Automobile Allowance | N    |
|    |             |                      |      |          | 11/01/2021 11/29/2021        |                |                               |      |
|    | 2081        | Lentz/Mitch          |      | 161.28   | 1 Transactions               |                |                               |      |
|    | 1152        | Prestby/Marc         |      |          |                              |                |                               |      |
|    |             | 01-003-000-0000-6335 |      | 50.40    | Nov 21 meeting mileage       |                | Employee Automobile Allowance | N    |
|    |             |                      |      |          | 11/02/2021 11/23/2021        |                |                               |      |
|    | 1152        | Prestby/Marc         |      | 50.40    | 1 Transactions               |                |                               |      |
| 3  | DEPT Total: |                      |      | 1,098.81 | Board Of Commissioners       | 5 Vendors      | 7 Transactions                |      |
| 11 | DEPT        |                      |      |          | District Court               |                |                               |      |
|    | 6529        | Larson Vagts Law     |      |          |                              |                |                               |      |
|    |             | 01-011-000-0000-6261 |      | 400.00   | Court appt atty              | 23-JV-21-271   | Court Appointed Attorneys     | Y    |
|    |             |                      |      |          | 09/15/2021 11/19/2021        |                |                               |      |
|    |             | 01-011-000-0000-6261 |      | 220.00   | Court appt atty              | 23-JV-21-399   | Court Appointed Attorneys     | Y    |
|    |             |                      |      |          | 10/11/2021 11/10/2021        |                |                               |      |
|    |             | 01-011-000-0000-6261 |      | 400.00   | Court appt atty              | 23-P587-000054 | Court Appointed Attorneys     | Y    |



bharmening

12/9/21 11:55AM

1 County Revenue Fund

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Page 3

| Vendor | Name                                     | Rpt  | Warrant Description | Invoice #                                             | Account/Formula Descripti | 1099                        |
|--------|------------------------------------------|------|---------------------|-------------------------------------------------------|---------------------------|-----------------------------|
| No.    | Account/Formula                          | Accr | Amount              | Service Dates                                         | Paid On Bhf #             | On Behalf of Name           |
|        | 01-011-000-0000-6261                     |      | 160.00              | 08/31/2021 10/20/2021<br>Court appt atty              | 23-PR-11-1010             | Court Appointed Attorneys Y |
|        | 01-011-000-0000-6261                     |      | 240.00              | 10/18/2021 11/16/2021<br>Court appt atty              | 23-PR-20-40               | Court Appointed Attorneys Y |
|        | 01-011-000-0000-6261                     |      | 960.00              | 09/22/2021 11/17/2021<br>Court appt atty              | 23-PR-21-485              | Court Appointed Attorneys Y |
|        | 01-011-000-0000-6261                     |      | 260.00              | 10/20/2021 11/19/2021<br>Court appt atty              | 23-PR-21-491              | Court Appointed Attorneys Y |
|        | 01-011-000-0000-6261                     |      | 220.00              | 10/22/2021 11/03/2021<br>Court appt atty              | 23-PR-21-535              | Court Appointed Attorneys Y |
| 6529   | Larson Vagts Law                         |      | 2,860.00            | 11/15/2021 11/18/2021<br>8 Transactions               |                           |                             |
| 4145   | Luhmann Law, LLC                         |      |                     |                                                       |                           |                             |
|        | 01-011-000-0000-6261                     |      | 760.00              | 10/22/2021 11/05/2021<br>Court appt atty              | 10895                     | Court Appointed Attorneys Y |
|        | 01-011-000-0000-6261                     |      | 130.00              | 10/14/2021 11/18/2021<br>Court appt atty              | 10897                     | Court Appointed Attorneys Y |
| 4145   | Luhmann Law, LLC                         |      | 890.00              | 2 Transactions                                        |                           |                             |
| 6692   | Minneapolis Forensic Psych Services, LLC |      |                     |                                                       |                           |                             |
|        | 01-011-000-0000-6285                     |      | 225.00              | 10/19/2021 10/26/2021<br>Psy Exam order               | 23-CR-20-682              | Professional Fees Y         |
| 6692   | Minneapolis Forensic Psych Services, LLC |      | 225.00              | 1 Transactions                                        |                           |                             |
| 11     | DEPT Total:                              |      | 3,975.00            | District Court                                        | 3 Vendors                 | 11 Transactions             |
| 34     | DEPT                                     |      |                     | Administration                                        |                           |                             |
|        | 7040 AMC/MACA                            |      |                     |                                                       |                           |                             |
|        | 01-034-000-0000-6245                     |      | 35.00               | 10/18/2021 10/18/2021<br>AMC Dist 9 meeting B Hillery | 60324                     | Registration Fees N         |
|        | 7040 AMC/MACA                            |      | 35.00               | 1 Transactions                                        |                           |                             |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      |                     |                                                       |                           |                             |
|        | 01-034-000-0000-6337                     |      | 31.87               | 10/06/2021 10/06/2021<br>MACA-MCHRMA meals BH/LE      |                           | Other Travel Expense N      |
|        | 01-034-000-0000-6337                     |      | 40.00               | 10/12/2021 10/12/2021<br>HR Conference meals LE/TK    |                           | Other Travel Expense N      |
|        | 01-034-000-0000-6337                     |      | 32.50               | HR Conference meals LE/TK                             |                           | Other Travel Expense N      |

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12/9/21 11:55AM

1 County Revenue Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

| Vendor | Name                                   | Rpt      | Warrant Description                                    | Invoice #     | Account/Formula Descripti       | 1099 |
|--------|----------------------------------------|----------|--------------------------------------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula                        | Accr     | Service Dates                                          | Paid On Bhf # | On Behalf of Name               |      |
|        | 01-034-000-0000-6337                   | 20.00    | 10/28/2021 10/28/2021<br>HR Conference breakfast LE/TK |               | Other Travel Expense            | N    |
|        | 01-034-000-0000-6337                   | 20.00    | 10/28/2021 10/28/2021<br>HR Conference breakfast LE/TK |               | Other Travel Expense            | N    |
|        | 01-034-000-0000-6337                   | 234.26   | 10/28/2021 10/28/2021<br>HR Conference 2 nights LE/TK  |               | Other Travel Expense            | N    |
|        | 01-034-000-0000-6337                   | 29.33    | 10/12/2021 10/14/2021<br>MACA MCHRNA meals             |               | Other Travel Expense            | N    |
|        | 01-034-000-0000-6561                   | 39.54    | 10/21/2021 10/21/2021<br>Gas for county car-admin      |               | Gasoline Diesel And Other Fuels | N    |
|        | 01-034-000-0000-6561                   | 43.55    | 10/11/2021 10/18/2021<br>Fuel for MACA/MCHRNA BH/LE    |               | Gasoline Diesel And Other Fuels | N    |
|        | 01-034-000-0000-6561                   | 41.93    | 10/08/2021 10/08/2021<br>HR Conference fuel LE/TK      |               | Gasoline Diesel And Other Fuels | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH | 532.98   | 10/14/2021 10/14/2021<br>10 Transactions               |               |                                 |      |
| 34     | DEPT Total:                            | 567.98   | Administration                                         | 2 Vendors     | 11 Transactions                 |      |
| 41     | DEPT                                   |          | Auditor/Treasurer                                      |               |                                 |      |
| 106    | Fillmore Co Treasurer                  |          |                                                        |               |                                 |      |
|        | 01-041-000-0000-6335                   | 70.21    | A/T October Fuel                                       |               | Employee Automobile Allowance   | N    |
|        |                                        |          | 10/12/2021 10/26/2021                                  |               |                                 |      |
| 106    | Fillmore Co Treasurer                  | 70.21    | 1 Transactions                                         |               |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |          |                                                        |               |                                 |      |
|        | 01-041-000-0000-6337                   | 106.97   | MACATFO Conf-meals CS/SS                               |               | Other Travel Expense            | N    |
|        |                                        |          | 10/19/2021 10/20/2021                                  |               |                                 |      |
|        | 01-041-000-0000-6337                   | 176.00   | MACATFO Conf lodging CS/SS                             | R15693B-1     | Other Travel Expense            | N    |
|        |                                        |          | 10/19/2021 10/21/2021                                  |               |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH | 282.97   | 2 Transactions                                         |               |                                 |      |
| 8560   | MN Assoc Of County Officers (MACO)     |          |                                                        |               |                                 |      |
|        | 01-041-000-0000-6242                   | 1,440.00 | 2022 MACO Dues A/T                                     |               | Membership Dues                 | N    |
|        |                                        |          | 11/23/2021 11/23/2021                                  |               |                                 |      |
| 8560   | MN Assoc Of County Officers (MACO)     | 1,440.00 | 1 Transactions                                         |               |                                 |      |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

|    | <u>Vendor Name</u>              | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>               | <u>Account/Formula Descripti</u> | <u>1099</u>                     |
|----|---------------------------------|-------------|----------------------------|--------------------------------|----------------------------------|---------------------------------|
|    | <u>No. Account/Formula</u>      | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>           | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u>        |
| 41 | DEPT Total:                     |             | 1,793.18                   | Auditor/Treasurer              | 3 Vendors                        | 4 Transactions                  |
| 60 | DEPT                            |             |                            | Information Systems            |                                  |                                 |
|    | 6677 CPS Technologies           |             |                            |                                |                                  |                                 |
|    | 01-060-000-0000-6640            |             | 1,895.00                   | Hosting fee 12/1-21-12/31/21   | 381054                           | Equipment Purchased N           |
|    |                                 |             |                            | 12/01/2021 12/31/2021          |                                  |                                 |
|    | 6677 CPS Technologies           |             | 1,895.00                   | 1 Transactions                 |                                  |                                 |
|    | 2545 Marco,Inc                  |             |                            |                                |                                  |                                 |
|    | 01-060-000-0000-6640            |             | 17,120.47                  | Contract base rate 11/20-12/19 | INV9355756                       | Equipment Purchased N           |
|    |                                 |             |                            | 11/20/2021 12/19/2021          |                                  |                                 |
|    | 01-060-000-0000-6640            |             | 152.75                     | Legacy Zix 11/24/2021          | INV9370893                       | Equipment Purchased N           |
|    |                                 |             |                            | 11/26/2021 12/25/2021          |                                  |                                 |
|    | 2545 Marco,Inc                  |             | 17,273.22                  | 2 Transactions                 |                                  |                                 |
| 60 | DEPT Total:                     |             | 19,168.22                  | Information Systems            | 2 Vendors                        | 3 Transactions                  |
| 61 | DEPT                            |             |                            | Data Processing                |                                  |                                 |
|    | 6650 Avenu Insights & Analytics |             |                            |                                |                                  |                                 |
|    | 01-061-000-0000-6366            |             | 3,502.00                   | Annual NWS Support             | INVB-027627                      | Payment Support Y               |
|    |                                 |             |                            | 07/01/2021 06/30/2022          |                                  |                                 |
|    | 6650 Avenu Insights & Analytics |             | 3,502.00                   | 1 Transactions                 |                                  |                                 |
| 61 | DEPT Total:                     |             | 3,502.00                   | Data Processing                | 1 Vendors                        | 1 Transactions                  |
| 91 | DEPT                            |             |                            | County Attorney                |                                  |                                 |
|    | 8576 Corson/Brett               |             |                            |                                |                                  |                                 |
|    | 01-091-000-0000-6335            |             | 14.56                      | Fuel to inspect Berland prop   |                                  | Employee Automobile Allowance Y |
|    |                                 |             |                            | 11/30/2021 11/30/2021          |                                  |                                 |
|    | 8576 Corson/Brett               |             | 14.56                      | 1 Transactions                 |                                  |                                 |
|    | 4004 Grebin/Deborah A           |             |                            |                                |                                  |                                 |
|    | 01-091-000-0000-6282            |             | 23.00                      | 23-CV-20-703 Smith v Torgeson  | 23-CV-20-703                     | Transcripts Y                   |
|    |                                 |             |                            | 11/15/2021 11/15/2021          |                                  |                                 |
|    | 4004 Grebin/Deborah A           |             | 23.00                      | 1 Transactions                 |                                  |                                 |
| 91 | DEPT Total:                     |             | 37.56                      | County Attorney                | 2 Vendors                        | 2 Transactions                  |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

| Vendor | Name                                   | Rpt  | Amount | Warrant Description           | Invoice #     | Account/Formula Descripti        | 1099 |
|--------|----------------------------------------|------|--------|-------------------------------|---------------|----------------------------------|------|
| No.    | Account/Formula                        | Accr |        | Service Dates                 | Paid On Bhf # | On Behalf of Name                |      |
| 100    | DEPT                                   |      |        | County Recorder Equipment     |               |                                  |      |
| 7213   | Metro Sales, Inc                       |      |        |                               |               |                                  |      |
|        | 01-100-000-0000-6310                   |      | 175.57 | Quarterly fee Ricoh copier    | INV1923404    | Contract Repairs And Maintenance | N    |
|        |                                        |      |        | 11/05/2021 02/04/2022         |               |                                  |      |
| 7213   | Metro Sales, Inc                       |      | 175.57 | 1 Transactions                |               |                                  |      |
| 5200   | Red Wing Software                      |      |        |                               |               |                                  |      |
|        | 01-100-000-0000-6637                   |      | 739.00 | Annual cust care fee-software | A170331       | Software Expenses                | N    |
|        |                                        |      |        | 01/01/2022 12/31/2022         |               |                                  |      |
| 5200   | Red Wing Software                      |      | 739.00 | 1 Transactions                |               |                                  |      |
| 100    | DEPT Total:                            |      | 914.57 | County Recorder Equipment     | 2 Vendors     | 2 Transactions                   |      |
| 103    | DEPT                                   |      |        | Assessor                      |               |                                  |      |
| 82132  | Fillmore Co Journal                    |      |        |                               |               |                                  |      |
|        | 01-103-000-0000-6241                   |      | 208.44 | Property tax Homestead Notice | 130115        | Advertising                      | N    |
|        |                                        |      |        | 11/15/2021 11/15/2021         |               |                                  |      |
| 82132  | Fillmore Co Journal                    |      | 208.44 | 1 Transactions                |               |                                  |      |
| 106    | Fillmore Co Treasurer                  |      |        |                               |               |                                  |      |
|        | 01-103-000-0000-6561                   |      | 63.76  | October reassessments         |               | Gasoline Diesel And Other Fuels  | N    |
|        |                                        |      |        | 10/05/2021 10/27/2021         |               |                                  |      |
| 106    | Fillmore Co Treasurer                  |      | 63.76  | 1 Transactions                |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |        |                               |               |                                  |      |
|        | 01-103-000-0000-6242                   |      | 53.75  | Prop appraiser license-4428   | 4186807645    | Membership Dues                  | N    |
|        |                                        |      |        | 10/06/2021 10/06/2021         |               |                                  |      |
|        | 01-103-000-0000-6242                   |      | 53.75  | Prop appraiser license-4427   | 8846910805    | Membership Dues                  | N    |
|        |                                        |      |        | 09/27/2021 09/27/2021         |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 107.50 | 2 Transactions                |               |                                  |      |
| 103    | DEPT Total:                            |      | 379.70 | Assessor                      | 3 Vendors     | 4 Transactions                   |      |
| 104    | DEPT                                   |      |        | Gis                           |               |                                  |      |
| 272    | Newman Signs                           |      |        |                               |               |                                  |      |
|        | 01-104-000-0000-6514                   |      | 149.41 | signs                         | TRFINV034518  | Address Signs                    | N    |
|        |                                        |      |        | 09/20/2021 09/20/2021         |               |                                  |      |
|        | 01-104-000-0000-6514                   |      | 94.28  | signs                         | TRFINV035956  | Address Signs                    | N    |

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12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

| Vendor No. | Name                                    | Account/Formula      | Rpt | Accr | Amount   | Warrant Description     | Service Dates         | Invoice #    | Paid On Bhf # | Account/Formula Description        | On Behalf of Name | 1099 |
|------------|-----------------------------------------|----------------------|-----|------|----------|-------------------------|-----------------------|--------------|---------------|------------------------------------|-------------------|------|
| 272        | Newman Signs                            |                      |     |      | 243.69   |                         | 11/08/2021 11/08/2021 |              |               |                                    |                   |      |
|            |                                         |                      |     |      |          |                         | 2 Transactions        |              |               |                                    |                   |      |
| 104        | DEPT Total:                             |                      |     |      | 243.69   | Gis                     |                       | 1 Vendors    |               | 2 Transactions                     |                   |      |
| 105        | DEPT                                    |                      |     |      |          | Planning And Zoning     |                       |              |               |                                    |                   |      |
| 20073      | Blake Lea                               | 01-105-000-0000-6377 |     |      | 2,600.00 | SSTS                    | 11/12/2021 11/12/2021 | 1            |               | Fees And Service Charges           |                   | N    |
|            |                                         | 01-105-000-0000-6377 |     |      | 1,200.00 | SSTS                    | 11/26/2021 11/26/2021 | 2            |               | Fees And Service Charges           |                   | N    |
| 20073      | Blake Lea                               |                      |     |      | 3,800.00 |                         | 2 Transactions        |              |               |                                    |                   |      |
| 82132      | Fillmore Co Journal                     | 01-105-000-0000-6241 |     |      | 120.66   | Campground legal notice | 11/15/2021 11/15/2021 | 130120       |               | Advertising                        |                   | N    |
| 82132      | Fillmore Co Journal                     |                      |     |      | 120.66   |                         | 1 Transactions        |              |               |                                    |                   |      |
| 7003       | Olmsted County                          | 01-105-000-0000-6459 |     |      | 438.80   | Water test kits         | 08/05/2021 08/05/2021 | 9211-390     |               | Water Kits                         |                   | N    |
| 7003       | Olmsted County                          |                      |     |      | 438.80   |                         | 1 Transactions        |              |               |                                    |                   |      |
| 105        | DEPT Total:                             |                      |     |      | 4,359.46 | Planning And Zoning     |                       | 3 Vendors    |               | 4 Transactions                     |                   |      |
| 111        | DEPT                                    |                      |     |      |          | Facilities Mtce         |                       |              |               |                                    |                   |      |
| 6567       | A-1 All Brand Vacuums of Rochester, Inc | 01-111-000-0000-6580 |     |      | 193.86   | Vacuum supplies         | 11/19/2021 11/19/2021 | 13163        |               | Other Repair And Maintenance Suppl |                   | N    |
| 6567       | A-1 All Brand Vacuums of Rochester, Inc |                      |     |      | 193.86   |                         | 1 Transactions        |              |               |                                    |                   |      |
| 6978       | Aramark Uniform & Career Apparat Grou   | 01-111-000-0000-6377 |     |      | 71.00    | Dust mop service        | 11/22/2021 11/22/2021 | 256000043767 |               | Fees And Service Charges           |                   | N    |
|            |                                         | 01-111-000-0000-6377 |     |      | 71.00    | Dust mop service        | 11/22/2021 11/22/2021 | 256000053628 |               | Fees And Service Charges           |                   | N    |
| 6978       | Aramark Uniform & Career Apparat Grou   |                      |     |      | 142.00   |                         | 2 Transactions        |              |               |                                    |                   |      |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

| Vendor | Name                                                           | Rpt  |        | Warrant Description                                     | Invoice #     | Account/Formula Descripti          | 1099 |
|--------|----------------------------------------------------------------|------|--------|---------------------------------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula                                                | Accr | Amount | Service Dates                                           | Paid On Bhf # | On Behalf of Name                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH<br>01-111-000-0000-6317 |      | 107.82 | Air handler filters FCCH<br>10/04/2021 10/04/2021       |               | Building Maintenance               | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH                         |      | 107.82 | 1 Transactions                                          |               |                                    |      |
| 2343   | Kingsley Mercantile Inc.<br>01-111-000-0000-6580               |      | 23.07  | Paint 4 gas lines at CH & FCOB<br>11/29/2021 11/29/2021 | 46            | Other Repair And Maintenance Suppl | N    |
| 2343   | Kingsley Mercantile Inc.                                       |      | 23.07  | 1 Transactions                                          |               |                                    |      |
| 5717   | MN Dept Of Labor & Industry<br>01-111-000-0000-6377            |      | 10.00  | Annual cert for CH boiler<br>12/06/2021 12/06/2021      | ABR0269928X   | Fees And Service Charges           | N    |
|        | 01-111-000-0000-6377                                           |      | 10.00  | Annual cert for FCOB boiler<br>12/06/2021 12/06/2021    | ABR027032X    | Fees And Service Charges           | N    |
| 5717   | MN Dept Of Labor & Industry                                    |      | 20.00  | 2 Transactions                                          |               |                                    |      |
| 5988   | Preston Auto Parts<br>01-111-000-0000-6580                     |      | 17.56  | Super glue & belt airhandler<br>12/01/2021 12/01/2021   | 697807        | Other Repair And Maintenance Suppl | N    |
| 5988   | Preston Auto Parts                                             |      | 17.56  | 1 Transactions                                          |               |                                    |      |
| 303    | Preston Equipment Company<br>01-111-000-0000-6316              |      | 269.44 | Service snowblower<br>11/18/2021 11/18/2021             | 01-120084     | Grounds Maintenance                | N    |
|        | 01-111-000-0000-6316                                           |      | 214.95 | Service lawn tractor Hwy/jail<br>11/18/2021 11/18/2021  | 01-120087     | Grounds Maintenance                | N    |
| 303    | Preston Equipment Company                                      |      | 484.39 | 2 Transactions                                          |               |                                    |      |
| 5050   | Tufte/Blaine<br>01-111-000-0000-6335                           |      | 9.52   | Nov 21 mileage to P.O.<br>11/02/2021 11/30/2021         |               | Employee Automobile Allowance      | N    |
| 5050   | Tufte/Blaine                                                   |      | 9.52   | 1 Transactions                                          |               |                                    |      |
| 111    | DEPT Total:                                                    |      | 998.22 | Facilites Mtce                                          | 8 Vendors     | 11 Transactions                    |      |
| 149    | DEPT                                                           |      |        | Other General Government                                |               |                                    |      |
| 5005   | Cintas Corporation- First Aid & Safety<br>01-149-000-0000-6377 |      | 106.52 | Hwy December First aid kits                             | 5085859140    | Fees And Service Charges           | N    |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

| Vendor | Name                                   | Rpt  |          | Warrant Description            | Invoice #      | Account/Formula Descripti       | 1099 |
|--------|----------------------------------------|------|----------|--------------------------------|----------------|---------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates                  | Paid On Bhf #  | On Behalf of Name               |      |
| 5005   | Cintas Corporation- First Aid & Safety |      | 106.52   | 12/01/2021 12/01/2021          | 1 Transactions |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6408                   |      | 120.00   | County supplies                | 0333862        | County Shared Office Supplies   | N    |
|        |                                        |      |          | 09/30/2021 09/30/2021          |                |                                 |      |
|        | 01-149-000-0000-6404                   |      | 347.70   | County shared supplies         | 6704247        | County Shared Cleaning Supplies | N    |
|        |                                        |      |          | 10/15/2021 10/15/2021          |                |                                 |      |
|        | 01-149-000-0000-6408                   |      | 69.99    | County supplies                | 7304204        | County Shared Office Supplies   | N    |
|        |                                        |      |          | 10/22/2021 10/22/2021          |                |                                 |      |
|        | 01-149-000-0000-6408                   |      | 145.80   | County supplies                | 8480204        | County Shared Office Supplies   | N    |
|        |                                        |      |          | 09/29/2021 09/30/2021          |                |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 683.49   | 4 Transactions                 |                |                                 |      |
| 6157   | Further                                |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6289                   |      | 467.50   | 11/1-11/30 participant fee     |                | Select Account Adm.             | N    |
|        |                                        |      |          | 11/01/2021 11/30/2021          |                |                                 |      |
| 6157   | Further                                |      | 467.50   | 1 Transactions                 |                |                                 |      |
| 6829   | Gallagher Benefit Services, Inc.       |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6285                   |      | 1,643.21 | Nov21 Health & Welfare consult | 243908         | Professional Fees               | N    |
|        |                                        |      |          | 11/01/2021 11/30/2021          |                |                                 |      |
| 6829   | Gallagher Benefit Services, Inc.       |      | 1,643.21 | 1 Transactions                 |                |                                 |      |
| 4344   | OFFICE OF MNIT SERVICES                |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6203                   |      | 1,338.65 | Oct 21 WAN services            | DV21100341     | Telephone                       | N    |
|        |                                        |      |          | 11/09/2021 11/09/2021          |                |                                 |      |
| 4344   | OFFICE OF MNIT SERVICES                |      | 1,338.65 | 1 Transactions                 |                |                                 |      |
| 81511  | Preston Foods                          |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6372                   |      | 61.98    | Wellness healthy grille event  |                | Wellness Grant Expenses         | N    |
|        |                                        |      |          | 11/27/2021 11/27/2021          |                |                                 |      |
| 81511  | Preston Foods                          |      | 61.98    | 1 Transactions                 |                |                                 |      |
| 6050   | Wright/Sandra                          |      |          |                                |                |                                 |      |
|        | 01-149-000-0000-6104                   |      | 45.00    | HRA meeting                    |                | Per Diem                        | N    |
|        |                                        |      |          | 11/15/2021 11/15/2021          |                |                                 |      |
| 6050   | Wright/Sandra                          |      | 45.00    | 1 Transactions                 |                |                                 |      |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

|     | Vendor Name                              | Rpt  |           | Warrant Description            | Invoice #     | Account/Formula Descripti        | 1099 |
|-----|------------------------------------------|------|-----------|--------------------------------|---------------|----------------------------------|------|
|     | No. Account/Formula                      | Accr | Amount    | Service Dates                  | Paid On Bhf # | On Behalf of Name                |      |
| 149 | DEPT Total:                              |      | 4,346.35  | Other General Government       | 7 Vendors     | 10 Transactions                  |      |
| 201 | DEPT                                     |      |           | Enhanced 911 System            |               |                                  |      |
|     | 4441 Independent Emergency Services, LLC |      |           |                                |               |                                  |      |
|     | 01-201-000-0000-6310                     |      | 100.00    | December 911 Service           | 0110166       | Contract Repairs And Maintenance | Y    |
|     |                                          |      |           | 12/01/2021 12/31/2021          |               |                                  |      |
|     | 01-201-000-0000-6310                     |      | 12,511.08 | 2021-2022 maintenance agreemnt | 2160          | Contract Repairs And Maintenance | Y    |
|     |                                          |      |           | 07/01/2021 08/01/2022          |               |                                  |      |
|     | 4441 Independent Emergency Services, LLC |      | 12,611.08 | 2 Transactions                 |               |                                  |      |
| 201 | DEPT Total:                              |      | 12,611.08 | Enhanced 911 System            | 1 Vendors     | 2 Transactions                   |      |
| 202 | DEPT                                     |      |           | Sheriff                        |               |                                  |      |
|     | 5227 Adamson Motors, Inc                 |      |           |                                |               |                                  |      |
|     | 01-202-000-0000-6310                     |      | 129.95    | 2303 Squad service             | 21839         | Contract Repairs And Maintenance | N    |
|     |                                          |      |           | 11/17/2021 11/17/2021          |               |                                  |      |
|     | 5227 Adamson Motors, Inc                 |      | 129.95    | 1 Transactions                 |               |                                  |      |
|     | 4545 Brown's Tire & Battery Inc          |      |           |                                |               |                                  |      |
|     | 01-202-000-0000-6310                     |      | 69.23     | 2320 Squad maintenance         | 223648        | Contract Repairs And Maintenance | N    |
|     |                                          |      |           | 11/19/2021 11/19/2021          |               |                                  |      |
|     | 4545 Brown's Tire & Battery Inc          |      | 69.23     | 1 Transactions                 |               |                                  |      |
|     | 2492 Chatfield Body Shop Inc             |      |           |                                |               |                                  |      |
|     | 01-202-000-0000-6310                     |      | 118.45    | 2305 Sqaud maintenance         | 10387         | Contract Repairs And Maintenance | N    |
|     |                                          |      |           | 11/30/2021 11/30/2021          |               |                                  |      |
|     | 2492 Chatfield Body Shop Inc             |      | 118.45    | 1 Transactions                 |               |                                  |      |
|     | 5826 Culligan Water                      |      |           |                                |               |                                  |      |
|     | 01-202-000-0000-6377                     |      | 43.90     | November water cooler          |               | Fees And Service Charges         | N    |
|     |                                          |      |           | 11/01/2021 11/30/2021          |               |                                  |      |
|     | 5826 Culligan Water                      |      | 43.90     | 1 Transactions                 |               |                                  |      |
|     | 82133 Fillmore Co Auditor-Treasurer      |      |           |                                |               |                                  |      |
|     | 01-202-000-0000-6561                     |      | 3,718.36  | October Fuel                   |               | Gasoline Diesel And Other Fuels  | N    |
|     |                                          |      |           | 10/01/2021 10/31/2021          |               |                                  |      |
|     | 82133 Fillmore Co Auditor-Treasurer      |      | 3,718.36  | 1 Transactions                 |               |                                  |      |



bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 11

| Vendor | Name                                   | Rpt  |          | Warrant Description    | Invoice #     | Account/Formula Descripti         | 1099 |
|--------|----------------------------------------|------|----------|------------------------|---------------|-----------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates          | Paid On Bhf # | On Behalf of Name                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6205                   |      | 3.14     | Jail postage           |               | Postage And Postal Box Rent       | N    |
|        |                                        |      |          | 11/05/2021 11/05/2021  |               |                                   |      |
|        | 01-202-000-0000-6357                   |      | 75.00    | DMT Training           |               | Peace Officer Training Expense    | N    |
|        |                                        |      |          | 11/22/2021 11/22/2021  |               |                                   |      |
|        | 01-202-000-0000-6652                   |      | 665.19   | Data lines             | 9894138526    | Squad Car Equipment Purchased and | N    |
|        |                                        |      |          | 11/02/2021 12/01/2021  |               |                                   |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 743.33   | 3 Transactions         |               |                                   |      |
| 5377   | MPPOA                                  |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6245                   |      | 250.00   | Part time LDF dues     | MC&BJ         | Registration Fees                 | N    |
|        |                                        |      |          | 12/01/2021 12/01/2021  |               |                                   |      |
|        | 01-202-000-0000-6245                   |      | 100.00   | Part time MPPOA dues   | MC&BJ         | Registration Fees                 | N    |
|        |                                        |      |          | 12/01/2021 12/01/2021  |               |                                   |      |
| 5377   | MPPOA                                  |      | 350.00   | 2 Transactions         |               |                                   |      |
| 4052   | NARTEC, Inc                            |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6455                   |      | 100.42   | Heroin test kits       | 16860         | Law Enforcement Supplies          | N    |
|        |                                        |      |          | 11/18/2021 11/18/2021  |               |                                   |      |
| 4052   | NARTEC, Inc                            |      | 100.42   | 1 Transactions         |               |                                   |      |
| 5618   | Pit Stop Service, Duane Falck          |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6310                   |      | 66.62    | 2307 squad maintenance | 7963          | Contract Repairs And Maintenance  | Y    |
|        |                                        |      |          | 10/14/2021 10/14/2021  |               |                                   |      |
|        | 01-202-000-0000-6310                   |      | 1,043.48 | 2315 squad maintenance | 7990          | Contract Repairs And Maintenance  | Y    |
|        |                                        |      |          | 10/22/2021 10/22/2021  |               |                                   |      |
| 5618   | Pit Stop Service, Duane Falck          |      | 1,110.10 | 2 Transactions         |               |                                   |      |
| 4487   | Preston Service Plus                   |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6310                   |      | 82.78    | 2301 Squad maintenance | 18400         | Contract Repairs And Maintenance  | Y    |
|        |                                        |      |          | 11/24/2021 11/24/2021  |               |                                   |      |
| 4487   | Preston Service Plus                   |      | 82.78    | 1 Transactions         |               |                                   |      |
| 2423   | Sirchie Fingerprint Lab                |      |          |                        |               |                                   |      |
|        | 01-202-000-0000-6455                   |      | 307.37   | Evidence supplies      | 0520707-IN    | Law Enforcement Supplies          | N    |
|        |                                        |      |          | 11/15/2021 11/15/2021  |               |                                   |      |
| 2423   | Sirchie Fingerprint Lab                |      | 307.37   | 1 Transactions         |               |                                   |      |
| 4998   | Southland Auto LLC                     |      |          |                        |               |                                   |      |

bharmening

12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 12

| Vendor | Name                                   | Rpt  |          | Warrant Description    | Invoice #     | Account/Formula Descripti        | 1099 |
|--------|----------------------------------------|------|----------|------------------------|---------------|----------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates          | Paid On Bhf # | On Behalf of Name                |      |
|        | 01-202-000-0000-6310                   |      | 43.20    | 2317 squad maintenance | 6814          | Contract Repairs And Maintenance | N    |
|        |                                        |      |          | 11/15/2021 11/15/2021  |               |                                  |      |
| 4998   | Southland Auto LLC                     |      | 43.20    | 1 Transactions         |               |                                  |      |
| 6350   | Stewartville Auto Center, Inc          |      |          |                        |               |                                  |      |
|        | 01-202-000-0000-6310                   |      | 194.75   | 2303 squad tow         | 21-1117-23261 | Contract Repairs And Maintenance | N    |
|        |                                        |      |          | 11/17/2021 11/17/2021  |               |                                  |      |
|        | 01-202-000-0000-6310                   |      | 186.00   | 2303 squad tow         | 21-1203-23526 | Contract Repairs And Maintenance | N    |
|        |                                        |      |          | 12/03/2021 12/03/2021  |               |                                  |      |
| 6350   | Stewartville Auto Center, Inc          |      | 380.75   | 2 Transactions         |               |                                  |      |
| 355    | Streicher's, Inc.                      |      |          |                        |               |                                  |      |
|        | 01-202-000-0000-6173                   |      | 45.99    | Replacement battery    | 11537725      | Uniform Allowance                | N    |
|        |                                        |      |          | 12/01/2021 12/01/2021  |               |                                  |      |
| 355    | Streicher's, Inc.                      |      | 45.99    | 1 Transactions         |               |                                  |      |
| 202    | DEPT Total:                            |      | 7,243.83 | Sheriff                | 14 Vendors    | 19 Transactions                  |      |
| 251    | DEPT                                   |      |          | County Jail            |               |                                  |      |
| 6978   | Aramark Uniform & Career Apparal Grou  |      |          |                        |               |                                  |      |
|        | 01-251-000-0000-6377                   |      | 140.93   | Jail laundry           | 256000056070  | Fees And Service Charges         | N    |
|        |                                        |      |          | 11/24/2021 11/24/2021  |               |                                  |      |
| 6978   | Aramark Uniform & Career Apparal Grou  |      | 140.93   | 1 Transactions         |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                        |               |                                  |      |
|        | 01-251-000-0000-6377                   |      | 84.35    | Jail TV & supplies     |               | Fees And Service Charges         | N    |
|        |                                        |      |          | 11/09/2021 11/19/2021  |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 84.35    | 1 Transactions         |               |                                  |      |
| 4866   | MEnD CORRECTIONAL CARE, PLLC           |      |          |                        |               |                                  |      |
|        | 01-251-000-0000-6429                   |      | 2,346.16 | Jail medical           | 6269          | Nurse/Medical Service Agreement  | N    |
|        |                                        |      |          | 12/07/2021 12/07/2021  |               |                                  |      |
| 4866   | MEnD CORRECTIONAL CARE, PLLC           |      | 2,346.16 | 1 Transactions         |               |                                  |      |
| 7156   | Midwest Monitoring & Surveillance      |      |          |                        |               |                                  |      |
|        | 01-251-000-0000-6285                   |      | 25.50    | November 21 lab fees   | DT121130      | Professional Fees                | N    |
|        |                                        |      |          | 11/01/2021 11/30/2021  |               |                                  |      |
| 7156   | Midwest Monitoring & Surveillance      |      | 25.50    | 1 Transactions         |               |                                  |      |

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12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 13

| Vendor | Name                                                           | Rpt  |          | Warrant Description                         | Invoice #     | Account/Formula Descripti          | 1099 |
|--------|----------------------------------------------------------------|------|----------|---------------------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula                                                | Accr | Amount   | Service Dates                               | Paid On Bhf # | On Behalf of Name                  |      |
| 5717   | MN Dept Of Labor & Industry<br>01-251-000-0000-6377            |      | 10.00    | Pressure vessel<br>11/07/2021 11/07/2021    | ABR0267324X   | Fees And Service Charges           | N    |
| 5717   | MN Dept Of Labor & Industry                                    |      | 10.00    | 1 Transactions                              |               |                                    |      |
| 8080   | Plunkett's Pest Control, Inc<br>01-251-000-0000-6377           |      | 109.96   | Pest control<br>11/29/2021 11/29/2021       | 7342001       | Fees And Service Charges           | N    |
| 8080   | Plunkett's Pest Control, Inc                                   |      | 109.96   | 1 Transactions                              |               |                                    |      |
| 5988   | Preston Auto Parts<br>01-251-000-0000-6310                     |      | 10.38    | Jail supplies<br>11/30/2021 11/30/2021      | 697681        | Contract Repairs And Maintenance   | N    |
| 5988   | Preston Auto Parts                                             |      | 10.38    | 1 Transactions                              |               |                                    |      |
| 81511  | Preston Foods<br>01-251-000-0000-6377                          |      | 131.60   | Jail supplies<br>10/25/2021 11/24/2021      | 00003874      | Fees And Service Charges           | N    |
| 81511  | Preston Foods                                                  |      | 131.60   | 1 Transactions                              |               |                                    |      |
| 5292   | Southeast Mechanical, Inc.<br>01-251-000-0000-6310             |      | 275.50   | Bathroom fan motor<br>11/11/2021 11/11/2021 | 28917         | Contract Repairs And Maintenance   | N    |
| 5292   | Southeast Mechanical, Inc.                                     |      | 275.50   | 1 Transactions                              |               |                                    |      |
| 251    | DEPT Total:                                                    |      | 3,134.38 | County Jail                                 | 9 Vendors     | 9 Transactions                     |      |
| 281    | DEPT                                                           |      |          | Emergency Mgmt Services                     |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH<br>01-281-000-0000-6203 |      | 70.02    | Data lines<br>11/02/2021 12/01/2021         | 9894138526    | Telephone                          | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH                         |      | 70.02    | 1 Transactions                              |               |                                    |      |
| 281    | DEPT Total:                                                    |      | 70.02    | Emergency Mgmt Services                     | 1 Vendors     | 1 Transactions                     |      |
| 441    | DEPT                                                           |      |          | Public Health                               |               |                                    |      |
| 6973   | Amdahl/Erin P<br>01-441-000-0000-6054                          |      | 28.00    | Immunization Coop 2 Nov 2021                |               | Immunization Cooperative Agreeemer | N    |

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12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 14

| Vendor | Name                         | Rpt  | Warrant Description                                  | Invoice #     | Account/Formula Descripti           | 1099 |
|--------|------------------------------|------|------------------------------------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula              | Accr | Service Dates                                        | Paid On Bhf # | On Behalf of Name                   |      |
|        | 01-441-000-0000-6412         |      | 11/05/2021 11/05/2021<br>Healthy Kids MN Nov 2021    |               | Healthy Kids                        | N    |
| 6973   | Amdahl/Erin P                |      | 11/05/2021 11/05/2021<br>2 Transactions              |               |                                     |      |
| 441    | DEPT Total:                  |      | 57.12 Public Health                                  | 1 Vendors     | 2 Transactions                      |      |
| 442    | DEPT                         |      | Wic Program                                          |               |                                     |      |
| 4534   | ENRIGHT/CARRIE               |      |                                                      |               |                                     |      |
|        | 01-442-000-0000-6424         |      | 11/09/2021 11/18/2021<br>WIC PBFS- November 2021     |               | WIC-Peer Breastfeeding Support Grar | N    |
| 4534   | ENRIGHT/CARRIE               |      | 1 Transactions                                       |               |                                     |      |
| 442    | DEPT Total:                  |      | 50.40 Wic Program                                    | 1 Vendors     | 1 Transactions                      |      |
| 443    | DEPT                         |      | Nursing Service                                      |               |                                     |      |
| 4377   | Aug/Vonnie L                 |      |                                                      |               |                                     |      |
|        | 01-443-000-0000-6104         |      | 11/16/2021 11/16/2021<br>FCPH Advisory Committee Mtg |               | Per Diem                            | N    |
| 4377   | Aug/Vonnie L                 |      | 1 Transactions                                       |               |                                     |      |
| 3288   | MCCC, MI 33                  |      |                                                      |               |                                     |      |
|        | 01-443-000-0000-6419         |      | 11/29/2021 11/29/2021<br>2022 1st Qtr PHDoc support  | 2201050       | PH Doc Software Support             | N    |
| 3288   | MCCC, MI 33                  |      | 1 Transactions                                       |               |                                     |      |
| 443    | DEPT Total:                  |      | 9,810.66 Nursing Service                             | 2 Vendors     | 2 Transactions                      |      |
| 446    | DEPT                         |      | Mch Program                                          |               |                                     |      |
| 1285   | Houston County Public Health |      |                                                      |               |                                     |      |
|        | 01-446-000-0000-6088         |      | 11/17/2021 11/17/2021<br>WIC Aug 21                  |               | Houston Grant Passthrough (01-446-  | N    |
|        | 01-446-000-0000-6088         |      | 11/29/2021 11/29/2021<br>1/2 of 2021 Dividend        |               | Houston Grant Passthrough (01-446-  | N    |
| 1285   | Houston County Public Health |      | 2 Transactions                                       |               |                                     |      |
| 446    | DEPT Total:                  |      | 3,747.84 Mch Program                                 | 1 Vendors     | 2 Transactions                      |      |

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12/9/21 11:55AM

1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 15

| Vendor | Name                                        | Rpt  |            |                          |               |                           |      |  |
|--------|---------------------------------------------|------|------------|--------------------------|---------------|---------------------------|------|--|
| No.    | Account/Formula                             | Accr | Amount     | Warrant Description      | Invoice #     | Account/Formula Descripti | 1099 |  |
|        |                                             |      |            | Service Dates            | Paid On Bhf # | On Behalf of Name         |      |  |
| 602    | DEPT                                        |      |            | County Extension Service |               |                           |      |  |
|        | 111 Fillmore Co Treasurer- Credit Card/ACH  |      |            |                          |               |                           |      |  |
|        | 01-602-000-0000-6269                        |      | 399.99     | Quickbooks Pro 2021 4H   | 3460203       | Computer Expense          | N    |  |
|        |                                             |      |            | 09/29/2021 09/29/2021    |               |                           |      |  |
|        | 111 Fillmore Co Treasurer- Credit Card/ACH  |      | 399.99     | 1 Transactions           |               |                           |      |  |
| 602    | DEPT Total:                                 |      | 399.99     | County Extension Service | 1 Vendors     | 1 Transactions            |      |  |
| 603    | DEPT                                        |      |            | Feedlot                  |               |                           |      |  |
|        | 109 Fillmore Soil & Water Conservation Dist |      |            |                          |               |                           |      |  |
|        | 01-603-000-0000-6285                        |      | 6,208.93   | 2nd Qtr Feed lot fees    | 11204         | Professional Fees         | N    |  |
|        |                                             |      |            | 04/01/2021 06/30/2021    |               |                           |      |  |
|        | 01-603-000-0000-6285                        |      | 15,897.59  | 3rd Qtr Feed lot fees    | 11247         | Professional Fees         | N    |  |
|        |                                             |      |            | 07/01/2021 09/30/2021    |               |                           |      |  |
|        | 109 Fillmore Soil & Water Conservation Dist |      | 22,106.52  | 2 Transactions           |               |                           |      |  |
| 603    | DEPT Total:                                 |      | 22,106.52  | Feedlot                  | 1 Vendors     | 2 Transactions            |      |  |
| 1      | Fund Total:                                 |      | 100,616.58 | County Revenue Fund      |               | 113 Transactions          |      |  |

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12/9/21 11:55AM

12 INFRA FUND

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 16

| Vendor | Name                           | Rpt  | Warrant Description   | Invoice #                           | Account/Formula Descripti | 1099                                  |
|--------|--------------------------------|------|-----------------------|-------------------------------------|---------------------------|---------------------------------------|
| No.    | Account/Formula                | Accr | Service Dates         | Paid On Bhf #                       | On Behalf of Name         |                                       |
| 111    | DEPT                           |      | Facilites Mtce        |                                     |                           |                                       |
| 4096   | Canton Heating & Cooling LLC   |      |                       |                                     |                           |                                       |
|        | 12-111-000-0000-6625           |      | 1,092.87              | Install gas line to genorator       | 1388                      | Building Improvement Y                |
|        |                                |      | 11/24/2021 11/24/2021 |                                     |                           |                                       |
|        | 12-111-000-0000-6625           |      | 1,893.11              | Install gas line to generator       | 1415                      | Building Improvement Y                |
|        |                                |      | 11/24/2021 11/24/2021 |                                     |                           |                                       |
| 4096   | Canton Heating & Cooling LLC   |      | 2,985.98              | 2 Transactions                      |                           |                                       |
| 3370   | Haakenson Electric, Inc        |      |                       |                                     |                           |                                       |
|        | 12-111-000-0000-6625           |      | 579.03                | Fire alarm panel maintenance        | 6057                      | Building Improvement N                |
|        |                                |      | 12/01/2021 12/01/2021 |                                     |                           |                                       |
|        | 12-111-000-0000-6625           |      | 1,420.00              | Fire alarm panel maintenance        | 6058                      | Building Improvement N                |
|        |                                |      | 12/01/2021 12/01/2021 |                                     |                           |                                       |
| 3370   | Haakenson Electric, Inc        |      | 1,999.03              | 2 Transactions                      |                           |                                       |
| 6662   | Triple EEE Contracting LLC     |      |                       |                                     |                           |                                       |
|        | 12-111-000-0000-6625           |      | 6,975.00              | Down spouts/rain gutters FCOB       | 490                       | Building Improvement Y                |
|        |                                |      | 11/02/2021 11/02/2021 |                                     |                           |                                       |
| 6662   | Triple EEE Contracting LLC     |      | 6,975.00              | 1 Transactions                      |                           |                                       |
| 111    | DEPT Total:                    |      | 11,960.01             | Facilites Mtce                      | 3 Vendors                 | 5 Transactions                        |
| 610    | DEPT                           |      |                       |                                     |                           |                                       |
|        | 5147 Gopher Septic Service Inc |      |                       |                                     |                           |                                       |
|        | 12-610-000-0000-6623           |      | 280.00                | Mowing & Chlorine                   | 42202                     | Greenleafton Septic System Expenses N |
|        |                                |      | 09/09/2021 09/09/2021 |                                     |                           |                                       |
|        | 5147 Gopher Septic Service Inc |      | 280.00                | 1 Transactions                      |                           |                                       |
| 610    | DEPT Total:                    |      | 280.00                | Greenleafton Septic System District | 1 Vendors                 | 1 Transactions                        |
| 12     | Fund Total:                    |      | 12,240.01             | INFRA FUND                          |                           | 6 Transactions                        |

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12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 17

| Vendor | Name                                   | Rpt      | Warrant Description            | Invoice #      | Account/Formula Descripti          | 1099 |
|--------|----------------------------------------|----------|--------------------------------|----------------|------------------------------------|------|
| No.    | Account/Formula                        | Accr     | Service Dates                  | Paid On Bhf #  | On Behalf of Name                  |      |
| 300    | DEPT                                   |          | Highway Administration         |                |                                    |      |
| 110    | Fillmore Co Treasurer                  |          |                                |                |                                    |      |
|        | 13-300-000-0000-6205                   | 141.42   | 12/8 postage                   | Nov            | Postage And Postal Box Rent        | N    |
| 110    | Fillmore Co Treasurer                  | 141.42   |                                | 1 Transactions |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |          |                                |                |                                    |      |
|        | 13-300-000-0000-6377                   | 120.00   | 9/27 notary renewal            |                | Fees And Service Charges           | N    |
|        | 13-300-000-0000-6377                   | 311.39   | 11/26 Eng/Acct meeting supplie |                | Fees And Service Charges           | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH | 431.39   |                                | 2 Transactions |                                    |      |
| 3861   | Gregg/ Ronald                          |          |                                |                |                                    |      |
|        | 13-300-000-0000-6337                   | 269.40   | 12/7 airfare                   |                | Other Travel Expense               | N    |
|        | 13-300-000-0000-6337                   | 853.68   | 12/7 lodging                   |                | Other Travel Expense               | N    |
| 3861   | Gregg/ Ronald                          | 1,123.08 |                                | 2 Transactions |                                    |      |
| 300    | DEPT Total:                            | 1,695.89 | Highway Administration         | 3 Vendors      | 5 Transactions                     |      |
| 310    | DEPT                                   |          | Highway Maintenance            |                |                                    |      |
| 1891   | Bruening Rock Products, Inc.           |          |                                |                |                                    |      |
|        | 13-310-000-0000-6505                   | 229.50   | 10/31 rock                     | 229799         | Aggregate                          | N    |
|        | 13-310-000-0000-6505                   | 1,160.59 | 11/11 rock                     | 230969         | Aggregate                          | N    |
| 1891   | Bruening Rock Products, Inc.           | 1,390.09 |                                | 2 Transactions |                                    |      |
| 6163   | Dude Solutions Inc.                    |          |                                |                |                                    |      |
|        | 13-310-000-0000-6580                   | 3,945.60 | 11/1 roads maint software rene | INV-98700      | Other Repair And Maintenance Suppl | N    |
| 6163   | Dude Solutions Inc.                    | 3,945.60 |                                | 1 Transactions |                                    |      |
| 5751   | Fastenal Company                       |          |                                |                |                                    |      |
|        | 13-310-000-0000-6466                   | 48.33    | 11/9 safety supplies           | 91341          | Safety Materials                   | N    |
|        | 13-310-000-0000-6466                   | 48.33    | 11/12 safety supplies          | 91412          | Safety Materials                   | N    |
|        | 13-310-000-0000-6515                   | 598.53   | 11/12 supplies                 | 91414          | Traffic Signs                      | N    |
|        | 13-310-000-0000-6515                   | 42.64    | 11/16 supplies                 | 91484          | Traffic Signs                      | N    |
|        | 13-310-000-0000-6466                   | 48.33    | 11/18 safety supplies          | 91517          | Safety Materials                   | N    |
| 5751   | Fastenal Company                       | 786.16   |                                | 5 Transactions |                                    |      |
| 256    | M-R Sign Co, Inc                       |          |                                |                |                                    |      |
|        | 13-310-000-0000-6515                   | 4,047.00 | 11/3 posts                     | 214449         | Traffic Signs                      | N    |
| 256    | M-R Sign Co, Inc                       | 4,047.00 |                                | 1 Transactions |                                    |      |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 18

| Vendor | Name                                   | Rpt  |            | Warrant Description            | Invoice #     | Account/Formula Descripti | 1099 |
|--------|----------------------------------------|------|------------|--------------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                        | Accr | Amount     | Service Dates                  | Paid On Bhf # | On Behalf of Name         |      |
| 3632   | Milestone Materials Inc                |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6505                   |      | 98.80      | 10/27 rock                     | 254308        | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 2,580.07   | 10/31 rock                     | 257923        | Aggregate                 | N    |
| 3632   | Milestone Materials Inc                |      | 2,678.87   | 2 Transactions                 |               |                           |      |
| 3113   | Mississippi Welders Supply Co Inc      |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6466                   |      | 1,446.54   | 10/18 fire extinguisher inspec | 3627730       | Safety Materials          | N    |
| 3113   | Mississippi Welders Supply Co Inc      |      | 1,446.54   | 1 Transactions                 |               |                           |      |
| 272    | Newman Signs                           |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6515                   |      | 310.22     | 11/11 signs                    | TRFINV035586  | Traffic Signs             | N    |
| 272    | Newman Signs                           |      | 310.22     | 1 Transactions                 |               |                           |      |
| 1996   | Nutrien Ag Solutions Inc               |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6529                   |      | 261.07     | 10/4 seed                      | IN46837489    | Seeding                   | N    |
| 1996   | Nutrien Ag Solutions Inc               |      | 261.07     | 1 Transactions                 |               |                           |      |
| 9109   | Thompson Sand                          |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6506                   |      | 13,062.00  | 12/8 sand                      |               | Sand                      | N    |
| 9109   | Thompson Sand                          |      | 13,062.00  | 1 Transactions                 |               |                           |      |
| 7757   | Universal Truck Equipment Inc          |      |            |                                |               |                           |      |
|        | 13-310-000-0000-6612                   |      | 101,843.00 | 12/6 new truck box/plow/wing   | 56382         | CARES/CRRSA/ARPA          | N    |
| 7757   | Universal Truck Equipment Inc          |      | 101,843.00 | 1 Transactions                 |               |                           |      |
| 310    | DEPT Total:                            |      | 129,770.55 | Highway Maintenance            | 10 Vendors    | 16 Transactions           |      |
| 320    | DEPT                                   |      |            | Highway Construction           |               |                           |      |
| 82132  | Fillmore Co Journal                    |      |            |                                |               |                           |      |
|        | 13-320-000-0000-6241                   |      | 146.49     | 11/22 ads: 3008                | 130121        | Advertising               | N    |
|        | 13-320-000-0000-6241                   |      | 146.49     | 11/22 ads: 2609                | 130122        | Advertising               | N    |
|        | 13-320-000-0000-6241                   |      | 77.56      | 11/29 ads: 9211                | 130588        | Advertising               | N    |
|        | 13-320-000-0000-6241                   |      | 77.57      | 11/29 ads: 9208                | 130588        | Advertising               | N    |
|        | 13-320-000-0000-6241                   |      | 146.49     | 11/29 ads: 3006                | 130589        | Advertising               | N    |
|        | 13-320-000-0000-6241                   |      | 146.49     | 11/29 ads: 9164                | 130590        | Advertising               | N    |
| 82132  | Fillmore Co Journal                    |      | 741.09     | 6 Transactions                 |               |                           |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |            |                                |               |                           |      |
|        | 13-320-000-0000-6377                   |      | 409.96     | 9/27 MPCA permit               |               | Fees And Service Charges  | N    |



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12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 19

| Vendor | Name                                   | Rpt  |           | Warrant Description    | Invoice #      | Account/Formula Descripti      | 1099 |
|--------|----------------------------------------|------|-----------|------------------------|----------------|--------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount    | Service Dates          | Paid On Bhf #  | On Behalf of Name              |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 409.96    |                        | 1 Transactions |                                |      |
| 3861   | Gregg/ Ronald                          |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6337                   |      | 269.40    | 12/7 airfare           |                | Other Travel Expense           | N    |
| 3861   | Gregg/ Ronald                          |      | 269.40    |                        | 1 Transactions |                                |      |
| 8004   | Lake Superior College                  |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6245                   |      | 250.00    | 10/14 registration     | 889903         | Registration Fees              | N    |
| 8004   | Lake Superior College                  |      | 250.00    |                        | 1 Transactions |                                |      |
| 3388   | Minnowa Construction Inc               |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6343                   |      | 8,258.41  | 615-015 R/C Final      | 821            | Regular Construction Contracts | N    |
|        |                                        |      |           | 12/14/2021             | 12/14/2021     |                                |      |
|        | 13-320-000-0000-6361                   |      | 6,052.37  | 615-015 LBRP Final     | 821            | State Bridge Bonding (Fund29)  | N    |
|        |                                        |      |           | 12/14/2021             | 12/14/2021     |                                |      |
| 3388   | Minnowa Construction Inc               |      | 14,310.78 |                        | 2 Transactions |                                |      |
| 324    | Rochester Sand & Gravel Inc            |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6343                   |      | 26,301.29 | 618-010 Final Pmt      | 521            | Regular Construction Contracts | N    |
|        |                                        |      |           | 12/14/2021             | 12/14/2021     |                                |      |
|        | 13-320-000-0000-6343                   |      | 25,172.62 | 623-030 Final Pmt      | 521            | Regular Construction Contracts | N    |
|        |                                        |      |           | 12/14/2021             | 12/14/2021     |                                |      |
|        | 13-320-000-0000-6343                   |      | 29,539.76 | 625-015 Final Pmt      | 521            | Regular Construction Contracts | N    |
|        |                                        |      |           | 12/14/2021             | 12/14/2021     |                                |      |
| 324    | Rochester Sand & Gravel Inc            |      | 81,013.67 |                        | 3 Transactions |                                |      |
| 3879   | Schmitt/Darrell                        |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6337                   |      | 50.00     | 12/7 travel expenses   |                | Other Travel Expense           | N    |
|        | 13-320-000-0000-6337                   |      | 852.18    | 12/7 lodging           |                | Other Travel Expense           | N    |
| 3879   | Schmitt/Darrell                        |      | 902.18    |                        | 2 Transactions |                                |      |
| 347    | State Of Mn                            |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6377                   |      | 2,029.71  | 11/15 material testing | P00014879      | Fees And Service Charges       | N    |
| 347    | State Of Mn                            |      | 2,029.71  |                        | 1 Transactions |                                |      |
| 4844   | Stonebrooke Engineering, Inc.          |      |           |                        |                |                                |      |
|        | 13-320-000-0000-6265                   |      | 1,976.29  | 11/17 consutling       | 944.3          | Consulting                     | N    |
| 4844   | Stonebrooke Engineering, Inc.          |      | 1,976.29  |                        | 1 Transactions |                                |      |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 20

| Vendor | Name                       | Rpt      | Warrant Description         | Invoice #      | Account/Formula Descripti | 1099 |
|--------|----------------------------|----------|-----------------------------|----------------|---------------------------|------|
| No.    | Account/Formula            | Accr     | Service Dates               | Paid On Bhf #  | On Behalf of Name         |      |
| 320    | DEPT Total:                |          | Highway Construction        | 9 Vendors      | 18 Transactions           |      |
| 330    | DEPT                       |          | Equipment Maintenance Shops |                |                           |      |
| 6496   | 7 Rivers Surplus LLC       |          |                             |                |                           |      |
|        | 13-330-000-0000-6317       | 362.50   | 11/16 bldgd maint           | 14709          | Building Maintenance      | N    |
| 6496   | 7 Rivers Surplus LLC       | 362.50   |                             | 1 Transactions |                           |      |
| 3691   | Bauer Built Inc            |          |                             |                |                           |      |
|        | 13-330-000-0000-6516       | 131.83   | 11/9 tires/parts            | 46548          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 13.00    | 11/9 labor                  | 46548          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 19.00    | 11/16 labor                 | 46635          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 17.50    | 11/16 tires/parts           | 46635          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 96.00    | 11/17 labor                 | 46643          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 707.38   | 11/17 tires/parts           | 46643          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 4,558.80 | 11/24 tires/parts           | 46663          | Tires & Repairs           | N    |
|        | 13-330-000-0000-6516       | 400.00   | 11/24 labor                 | 46663          | Tires & Repairs           | N    |
| 3691   | Bauer Built Inc            | 5,943.51 |                             | 8 Transactions |                           |      |
| 6617   | Chatfield Parts House      |          |                             |                |                           |      |
|        | 13-330-000-0000-6575       | 11.99    | 11/1 parts                  | 826705         | Machinery Parts           | N    |
|        | 13-330-000-0000-6576       | 19.69    | 11/8 supplies               | 827533         | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6317       | 5.87     | 11/9 bldg maint             | 827719         | Building Maintenance      | N    |
|        | 13-330-000-0000-6576       | 8.99     | 11/22 supplies              | 829231         | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6576       | 7.29     | 11/23 supplies              | 829396         | Shop Supplies & Tools     | N    |
| 6617   | Chatfield Parts House      | 53.83    |                             | 5 Transactions |                           |      |
| 1425   | Continental Research Corp  |          |                             |                |                           |      |
|        | 13-330-000-0000-6576       | 269.04   | 11/15 supplies              | 31304          | Shop Supplies & Tools     | N    |
| 1425   | Continental Research Corp  | 269.04   |                             | 1 Transactions |                           |      |
| 5826   | Culligan Water             |          |                             |                |                           |      |
|        | 13-330-000-0000-6317       | 32.95    | 11/30 drinking water        | 588x01189902   | Building Maintenance      | N    |
| 5826   | Culligan Water             | 32.95    |                             | 1 Transactions |                           |      |
| 8165   | Dave Syverson Freightliner |          |                             |                |                           |      |
|        | 13-330-000-0000-6575       | 108.73   | 11/3 parts                  | 375312         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575       | 94.14    | 11/4 parts                  | 375399         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575       | 9.84     | 11/4 parts                  | 375444         | Machinery Parts           | N    |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 21

| Vendor | Name                                   | Rpt  | Warrant Description | Invoice #        | Account/Formula Descripti | 1099                              |
|--------|----------------------------------------|------|---------------------|------------------|---------------------------|-----------------------------------|
| No.    | Account/Formula                        | Accr | Amount              | Service Dates    | Paid On Bhf #             | On Behalf of Name                 |
| 8165   | Dave Syverson Freightliner             |      | 212.71              | 3 Transactions   |                           |                                   |
| 99     | Erickson Engineering LLC               |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6576                   |      | 139.99              | 11/16 supplies   | B120520                   | Shop Supplies & Tools N           |
| 99     | Erickson Engineering LLC               |      | 139.99              | 1 Transactions   |                           |                                   |
| 5751   | Fastenal Company                       |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6576                   |      | 24.44               | 11/2 supplies    | 91239                     | Shop Supplies & Tools N           |
|        | 13-330-000-0000-6576                   |      | 23.75               | 11/8 supplies    | 91323                     | Shop Supplies & Tools N           |
|        | 13-330-000-0000-6576                   |      | 134.39              | 11/12 supplies   | 91412                     | Shop Supplies & Tools N           |
|        | 13-330-000-0000-6576                   |      | 197.64              | 11/18 supplies   | 91460                     | Shop Supplies & Tools N           |
| 5751   | Fastenal Company                       |      | 380.22              | 4 Transactions   |                           |                                   |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6561                   |      | 45.80               | 11/26 fuel reimb |                           | Gasoline Diesel And Other Fuels N |
|        | 13-330-000-0000-6575                   |      | 123.30              | 11/26 parts      |                           | Machinery Parts N                 |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 169.10              | 2 Transactions   |                           |                                   |
| 9142   | Force America Distributing LLC         |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6575                   |      | 79.73               | 11/9 parts       | 001-1588307               | Machinery Parts N                 |
|        | 13-330-000-0000-6575                   |      | 589.34              | 11/16 parts      | 001-1590240               | Machinery Parts N                 |
|        | 13-330-000-0000-6575                   |      | 588.41              | 11/19 parts      | 001-1591283               | Machinery Parts N                 |
| 9142   | Force America Distributing LLC         |      | 1,257.48            | 3 Transactions   |                           |                                   |
| 4529   | Grainger                               |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6576                   |      | 335.45              | 10/20 supplies   | 9093514066                | Shop Supplies & Tools N           |
| 4529   | Grainger                               |      | 335.45              | 1 Transactions   |                           |                                   |
| 155    | Hammell Equipment Inc                  |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6575                   |      | 33.69               | 10/7 parts       | I139690                   | Machinery Parts N                 |
|        | 13-330-000-0000-6576                   |      | 3.49                | 10/19 supplies   | R181697                   | Shop Supplies & Tools N           |
| 155    | Hammell Equipment Inc                  |      | 37.18               | 2 Transactions   |                           |                                   |
| 170    | Hyland Motor Company                   |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6575                   |      | 6.50                | 10/7 parts       | 147398                    | Machinery Parts N                 |
| 170    | Hyland Motor Company                   |      | 6.50                | 1 Transactions   |                           |                                   |
| 6542   | Kaman Industrial Technologies          |      |                     |                  |                           |                                   |
|        | 13-330-000-0000-6576                   |      | 349.02              | 10/28 supplies   | C817252                   | Shop Supplies & Tools N           |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 22

| Vendor | Name                                 | Rpt  | Amount   | Warrant Description | Invoice #      | Account/Formula Descripti | 1099 |
|--------|--------------------------------------|------|----------|---------------------|----------------|---------------------------|------|
| No.    | Account/Formula                      | Accr |          | Service Dates       | Paid On Bhf #  | On Behalf of Name         |      |
| 6542   | Kaman Industrial Technologies        |      | 349.02   |                     | 1 Transactions |                           |      |
| 4338   | Manahan Machine Shop Inc             |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                 |      | 35.20    | 10/4 parts          | 75107          | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 356.25   | 10/4 labor          | 75107          | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 127.60   | 10/29 labor         | 75312          | Machinery Parts           | N    |
| 4338   | Manahan Machine Shop Inc             |      | 519.05   |                     | 3 Transactions |                           |      |
| 3514   | Mid-American Research Chemical Corp. |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6576                 |      | 599.50   | 11/17 supplies      | 748017         | Shop Supplies & Tools     | N    |
| 3514   | Mid-American Research Chemical Corp. |      | 599.50   |                     | 1 Transactions |                           |      |
| 3113   | Mississippi Welders Supply Co Inc    |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6576                 |      | 203.60   | 10/7 supplies       | 3620792        | Shop Supplies & Tools     | N    |
| 3113   | Mississippi Welders Supply Co Inc    |      | 203.60   |                     | 1 Transactions |                           |      |
| 5717   | MN Dept Of Labor & Industry          |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6317                 |      | 80.00    | 11/7 boiler renewal | 126520         | Building Maintenance      | N    |
| 5717   | MN Dept Of Labor & Industry          |      | 80.00    |                     | 1 Transactions |                           |      |
| 3594   | Napa Auto Parts                      |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6576                 |      | 19.70    | 11/2 supplies       | 81045          | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6576                 |      | 22.54    | 11/9 supplies       | 81472          | Shop Supplies & Tools     | N    |
| 3594   | Napa Auto Parts                      |      | 42.24    |                     | 2 Transactions |                           |      |
| 7100   | North Central International          |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                 |      | 88.63    | 11/8 parts          | X22400369701   | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 886.57   | 11/24 parts         | X22400384301   | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 382.37   | 11/29 parts         | X22400386001   | Machinery Parts           | N    |
| 7100   | North Central International          |      | 1,357.57 |                     | 3 Transactions |                           |      |
| 3541   | Nuss Truck & Equipment               |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                 |      | 41.44    | 10/14 parts         | 1207246P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 696.79   | 11/2 parts          | 1207737P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 190.54   | 11/2 parts          | 1207901P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 32.37    | 11/17 parts         | 1208130P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 1,399.71 | 11/23 parts         | 1208243P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 1,280.52 | 11/23 parts         | 173274         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                 |      | 430.16   | 11/23 labor         | 173274         | Machinery Parts           | N    |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 23

| Vendor | Name                         | Rpt  | Warrant Description | Invoice #          | Account/Formula Descripti | 1099                  |   |
|--------|------------------------------|------|---------------------|--------------------|---------------------------|-----------------------|---|
| No.    | Account/Formula              | Accr | Amount              | Service Dates      | Paid On Bhf #             | On Behalf of Name     |   |
|        | 13-330-000-0000-6575         |      | 517.50-             | 10/6 parts         | CM1206613P                | Machinery Parts       | N |
|        | 13-330-000-0000-6575         |      | 208.34-             | 10/6 parts         | CM1206806P                | Machinery Parts       | N |
| 3541   | Nuss Truck & Equipment       |      | 3,345.69            | 9 Transactions     |                           |                       |   |
| 8080   | Plunkett's Pest Control, Inc |      |                     |                    |                           |                       |   |
|        | 13-330-000-0000-6317         |      | 54.87               | 11/22 pest control | 7337696                   | Building Maintenance  | N |
|        | 13-330-000-0000-6317         |      | 68.76               | 11/22 pest control | 7342002                   | Building Maintenance  | N |
| 8080   | Plunkett's Pest Control, Inc |      | 123.63              | 2 Transactions     |                           |                       |   |
| 5475   | Pomps Tire Service, Inc      |      |                     |                    |                           |                       |   |
|        | 13-330-000-0000-6516         |      | 452.00              | 11/16 labor        | 230109605                 | Tires & Repairs       | N |
|        | 13-330-000-0000-6516         |      | 3,457.04            | 11/16 tires/parts  | 230109605                 | Tires & Repairs       | N |
|        | 13-330-000-0000-6516         |      | 176.00              | 11/19 labor        | 230109723                 | Tires & Repairs       | N |
|        | 13-330-000-0000-6516         |      | 1,455.14            | 11/19 tires/parts  | 230109723                 | Tires & Repairs       | N |
| 5475   | Pomps Tire Service, Inc      |      | 5,540.18            | 4 Transactions     |                           |                       |   |
| 5988   | Preston Auto Parts           |      |                     |                    |                           |                       |   |
|        | 13-330-000-0000-6576         |      | 21.98               | 11/1 supplies      | 694688                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576         |      | 30.76               | 11/1 supplies      | 694755                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576         |      | 15.38               | 11/2 supplies      | 694868                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575         |      | 140.85              | 11/2 parts         | 694884                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575         |      | 8.88                | 11/3 parts         | 694971                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 13.20               | 11/4 supplies      | 695064                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575         |      | 18.69               | 11/4 parts         | 695108                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 25.97               | 11/5 supplies      | 695259                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576         |      | 40.49               | 11/8 supplies      | 695440                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575         |      | 40.28               | 11/8 parts         | 695501                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 76.47               | 11/8 supplies      | 695517                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576         |      | 33.96               | 11/8 supplies      | 695529                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576         |      | 18.66               | 11/9 supplies      | 695589                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575         |      | 16.14               | 11/9 parts         | 695656                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 39.96               | 11/10 supplies     | 695716                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575         |      | 159.99              | 11/10 parts        | 695744                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 18.00-              | 11/10 supplies     | 695788                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6317         |      | 7.69                | 11/15 bldg maint   | 696280                    | Building Maintenance  | N |
|        | 13-330-000-0000-6575         |      | 249.76              | 11/15 parts        | 696281                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575         |      | 5.49                | 11/16 parts        | 696384                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575         |      | 168.53-             | 11/19 parts        | 696755                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576         |      | 24.99               | 11/19 supplies     | 696776                    | Shop Supplies & Tools | N |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 24

| Vendor | Name                            | Rpt  | Warrant Description | Invoice #        | Account/Formula Descripti | 1099                    |
|--------|---------------------------------|------|---------------------|------------------|---------------------------|-------------------------|
| No.    | Account/Formula                 | Accr | Amount              | Service Dates    | Paid On Bhf #             | On Behalf of Name       |
|        | 13-330-000-0000-6576            |      | 9.99                | 11/22 supplies   | 697006                    | Shop Supplies & Tools N |
|        | 13-330-000-0000-6317            |      | 20.98               | 11/23 bldg maint | 697065                    | Building Maintenance N  |
|        | 13-330-000-0000-6575            |      | 45.68               | 11/24 parts      | 697206                    | Machinery Parts N       |
|        | 13-330-000-0000-6317            |      | 16.98               | 11/24 bldg maint | 697248                    | Building Maintenance N  |
|        | 13-330-000-0000-6575            |      | 10.26               | 11/30 parts      | 697660                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 28.62               | 11/30 parts      | 697667                    | Machinery Parts N       |
|        | 13-330-000-0000-6576            |      | 6.29                | 11/30 supplies   | 697707                    | Shop Supplies & Tools N |
| 5988   | Preston Auto Parts              |      | 941.86              | 29 Transactions  |                           |                         |
| 303    | Preston Equipment Company       |      |                     |                  |                           |                         |
|        | 13-330-000-0000-6576            |      | 39.48               | 11/15 supplies   | 01-119617                 | Shop Supplies & Tools N |
|        | 13-330-000-0000-6575            |      | 26.68               | 11/22 parts      | 01-119989                 | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 26.68               | 11/30 parts      | 01-120424                 | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 16.51               | 11/30 parts      | 01-120436                 | Machinery Parts N       |
| 303    | Preston Equipment Company       |      | 109.35              | 4 Transactions   |                           |                         |
| 7277   | Pump and Meter Service          |      |                     |                  |                           |                         |
|        | 13-330-000-0000-6317            |      | 194.43              | 11/19 bldg maint | 34820                     | Building Maintenance N  |
| 7277   | Pump and Meter Service          |      | 194.43              | 1 Transactions   |                           |                         |
| 5753   | RDO Equipment Co                |      |                     |                  |                           |                         |
|        | 13-330-000-0000-6575            |      | 172.09              | 11/3 parts       | P1048202                  | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 61.86               | 11/15 parts      | P1091402                  | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 30.54               | 11/15 parts      | P1092402                  | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 32.57-              | 11/15 parts      | P1093702                  | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 60.33               | 11/16 parts      | P1097002                  | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 189.33              | 11/17 parts      | P1104602                  | Machinery Parts N       |
| 5753   | RDO Equipment Co                |      | 481.58              | 6 Transactions   |                           |                         |
| 3989   | Ronco Engineering Sales Co, Inc |      |                     |                  |                           |                         |
|        | 13-330-000-0000-6576            |      | 265.18              | 11/10 supplies   | 3265943                   | Shop Supplies & Tools N |
|        | 13-330-000-0000-6575            |      | 142.50              | 11/30 labor      | 3267653                   | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 51.60               | 11/30 parts      | 3267653                   | Machinery Parts N       |
| 3989   | Ronco Engineering Sales Co, Inc |      | 459.28              | 3 Transactions   |                           |                         |
| 6600   | Solberg Welding Inc             |      |                     |                  |                           |                         |
|        | 13-330-000-0000-6575            |      | 42.50               | 10/11 labor      | 14288                     | Machinery Parts N       |
| 6600   | Solberg Welding Inc             |      | 42.50               | 1 Transactions   |                           |                         |

bharmening

12/9/21 11:55AM

13 County Road &amp; Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 25

| Vendor | Name                          | Rpt  |           | Warrant Description         | Invoice #     | Account/Formula Descripti | 1099 |
|--------|-------------------------------|------|-----------|-----------------------------|---------------|---------------------------|------|
| No.    | Account/Formula               | Accr | Amount    | Service Dates               | Paid On Bhf # | On Behalf of Name         |      |
| 5292   | Southeast Mechanical, Inc.    |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6317          |      | 366.73    | 10/29 bldg maint            | 28848         | Building Maintenance      | N    |
| 5292   | Southeast Mechanical, Inc.    |      | 366.73    | 1 Transactions              |               |                           |      |
| 361    | Thompson Motors Of Wykoff Inc |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6575          |      | 104.14    | 11/2 parts                  | 27-277954     | Machinery Parts           | N    |
|        | 13-330-000-0000-6575          |      | 38.55     | 11/29 parts                 | 27-278337     | Machinery Parts           | N    |
| 361    | Thompson Motors Of Wykoff Inc |      | 142.69    | 2 Transactions              |               |                           |      |
| 7757   | Universal Truck Equipment Inc |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6575          |      | 1,284.54  | 11/10 parts                 | 56172         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575          |      | 10,454.94 | 11/16 parts                 | 56223         | Machinery Parts           | N    |
| 7757   | Universal Truck Equipment Inc |      | 11,739.48 | 2 Transactions              |               |                           |      |
| 20051  | Viking Aggregate Equipment    |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6575          |      | 2,329.03  | 11/30 parts                 | 4673          | Machinery Parts           | N    |
| 20051  | Viking Aggregate Equipment    |      | 2,329.03  | 1 Transactions              |               |                           |      |
| 4079   | Village Farm & Home           |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6576          |      | 25.98     | 10/31 supplies              | 42190         | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6317          |      | 574.88    | 11/30 bldg maint            | 42191         | Building Maintenance      | N    |
| 4079   | Village Farm & Home           |      | 600.86    | 2 Transactions              |               |                           |      |
| 6286   | World Fuel Services Inc       |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6565          |      | 1,373.96  | 11/18 supplies              | 117502        | Motor Oil And Lubricants  | N    |
|        | 13-330-000-0000-6565          |      | 1,878.80  | 11/18 motor oil             | 117502        | Motor Oil And Lubricants  | N    |
|        | 13-330-000-0000-6565          |      | 968.97    | 11/8 supplies               | 117502        | Motor Oil And Lubricants  | N    |
| 6286   | World Fuel Services Inc       |      | 4,221.73  | 3 Transactions              |               |                           |      |
| 450    | Zep Sales & Service           |      |           |                             |               |                           |      |
|        | 13-330-000-0000-6576          |      | 183.66    | 11/16 supplies              | 31019740      | Shop Supplies & Tools     | N    |
| 450    | Zep Sales & Service           |      | 183.66    | 1 Transactions              |               |                           |      |
| 330    | DEPT Total:                   |      | 43,174.12 | Equipment Maintenance Shops | 36 Vendors    | 116 Transactions          |      |
| 340    | DEPT                          |      |           | Local Option Sales Tax      |               |                           |      |
|        | 1286 Brown/Keith and Anita    |      |           |                             |               |                           |      |
|        | 13-340-000-0000-6363          |      | 41.60     | 12/7 easement               | P             | Right Of Way Costs        | N    |

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12/9/21 11:55AM

13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 26

| Vendor     | <u>Name</u>            | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>       | <u>Account/Formula Descripti</u> | <u>1099</u>              |
|------------|------------------------|-------------|----------------------------|------------------------|----------------------------------|--------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>   | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u> |
| 1286       | Brown/Keith and Anita  |             | 41.60                      | 1 Transactions         |                                  |                          |
| 82132      | Fillmore Co Journal    |             |                            |                        |                                  |                          |
|            | 13-340-000-0000-6241   |             | 155.13                     | 11/29 ads: 8938        | 130587                           | Advertising N            |
| 82132      | Fillmore Co Journal    |             | 155.13                     | 1 Transactions         |                                  |                          |
| 340        | DEPT Total:            |             | 196.73                     | Local Option Sales Tax | 2 Vendors                        | 2 Transactions           |
| 13         | Fund Total:            |             | 276,740.37                 | County Road & Bridge   |                                  | 157 Transactions         |



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12/9/21 11:55AM

14 Sanitation Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 27

| Vendor | Name                                   | Rpt  | Amount    | Warrant Description      | Invoice #     | Account/Formula Descripti           | 1099 |
|--------|----------------------------------------|------|-----------|--------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                        | Accr |           | Service Dates            | Paid On Bhf # | On Behalf of Name                   |      |
| 390    | DEPT                                   |      |           | Resource Recovery Center |               |                                     |      |
| 6150   | Cintas Corporation No.2                |      |           |                          |               |                                     |      |
|        | 14-390-000-0000-6377                   |      | 8.92      | Uniforms                 | 4102299373    | Fees And Service Charges            | N    |
|        |                                        |      |           | 11/19/2021 11/19/2021    |               |                                     |      |
| 6150   | Cintas Corporation No.2                |      | 8.92      | 1 Transactions           |               |                                     |      |
| 5504   | HARTER'S TRASH & RECYCLING INC         |      |           |                          |               |                                     |      |
|        | 14-390-000-0000-6374                   |      | 16,099.60 | Oct 21 Trash             | 4553232       | Landfill Tipping Fees               | N    |
|        |                                        |      |           | 10/01/2021 10/31/2021    |               |                                     |      |
| 5504   | HARTER'S TRASH & RECYCLING INC         |      | 16,099.60 | 1 Transactions           |               |                                     |      |
| 5988   | Preston Auto Parts                     |      |           |                          |               |                                     |      |
|        | 14-390-000-0000-6311                   |      | 2.65      | Repair parts             | 696261        | Miscellaneous Repairs And Maintenar | N    |
|        |                                        |      |           | 11/15/2021 11/15/2021    |               |                                     |      |
| 5988   | Preston Auto Parts                     |      | 2.65      | 1 Transactions           |               |                                     |      |
| 3634   | Spring Valley Overhead Door Company Li |      |           |                          |               |                                     |      |
|        | 14-390-000-0000-6311                   |      | 191.00    | Recycling Door Repair    | 48325         | Miscellaneous Repairs And Maintenar | N    |
|        |                                        |      |           | 11/08/2021 11/08/2021    |               |                                     |      |
| 3634   | Spring Valley Overhead Door Company Li |      | 191.00    | 1 Transactions           |               |                                     |      |
| 390    | DEPT Total:                            |      | 16,302.17 | Resource Recovery Center | 4 Vendors     | 4 Transactions                      |      |
| 391    | DEPT                                   |      |           | Score Grant Program      |               |                                     |      |
| 5504   | HARTER'S TRASH & RECYCLING INC         |      |           |                          |               |                                     |      |
|        | 14-391-000-0000-6861                   |      | 6,000.43  | Oct 21 Recycling         | 453232        | Recycling Operation Expense         | N    |
|        |                                        |      |           | 10/01/2021 10/31/2021    |               |                                     |      |
| 5504   | HARTER'S TRASH & RECYCLING INC         |      | 6,000.43  | 1 Transactions           |               |                                     |      |
| 391    | DEPT Total:                            |      | 6,000.43  | Score Grant Program      | 1 Vendors     | 1 Transactions                      |      |
| 14     | Fund Total:                            |      | 22,302.60 | Sanitation Fund          |               | 5 Transactions                      |      |

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12/9/21 11:55AM

23 County Airport Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 28

| Vendor | Name                              | Rpt  | Warrant Description | Invoice #                 | Account/Formula Descripti | 1099                         |
|--------|-----------------------------------|------|---------------------|---------------------------|---------------------------|------------------------------|
| No.    | Account/Formula                   | Accr | Service Dates       | Paid On Bhf #             | On Behalf of Name         |                              |
| 350    | DEPT                              |      | County Airport      |                           |                           |                              |
| 4298   | Essig Agency Inc                  |      |                     |                           |                           |                              |
|        | 23-350-000-0000-6354              |      | 1,063.00            | 2022 Courtesy Vehiclies   | 1433                      | Property Liability Insurance |
|        |                                   |      |                     | 12/08/2021 12/08/2021     |                           |                              |
| 4298   | Essig Agency Inc                  |      | 1,063.00            | 1 Transactions            |                           |                              |
| 20064  | Everstrong Construction           |      |                     |                           |                           |                              |
|        | 23-350-000-0000-6612              |      | 26,032.89           | T Hanger ARPA Pmt #2      | FILLM 157910              | CARES/CRRSA/ARPA             |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
|        | 23-350-000-0000-6628              |      | 234,296.03          | T Hanger FED Pmt #2       | FILLM 157910              | Fed Improvement Const/Grant  |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
| 20064  | Everstrong Construction           |      | 260,328.92          | 2 Transactions            |                           |                              |
| 2674   | Short Elliott Hendrickson Inc-Seh |      |                     |                           |                           |                              |
|        | 23-350-000-0000-6612              |      | 1,524.80            | T Hanger Const Eng #1 10% | 415135                    | CARES/CRRSA/ARPA             |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
|        | 23-350-000-0000-6628              |      | 13,723.20           | T Hanger Const Eng #1 90% | 415135                    | Fed Improvement Const/Grant  |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
|        | 23-350-000-0000-6612              |      | 2,287.20            | T Hanger Const Eng #2 10% | 416726                    | CARES/CRRSA/ARPA             |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
|        | 23-350-000-0000-6628              |      | 20,584.80           | T Hanger Const Eng #2 90% | 416726                    | Fed Improvement Const/Grant  |
|        |                                   |      |                     | 12/14/2021 12/14/2021     |                           |                              |
| 2674   | Short Elliott Hendrickson Inc-Seh |      | 38,120.00           | 4 Transactions            |                           |                              |
| 350    | DEPT Total:                       |      | 299,511.92          | County Airport            | 3 Vendors                 | 7 Transactions               |
| 23     | Fund Total:                       |      | 299,511.92          | County Airport Fund       |                           | 7 Transactions               |

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12/9/21 11:55AM

91 Economic Development Au

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 29

| Vendor Name |                      | Rpt  | Warrant Description |                             | Invoice #        | Account/Formula Descripti | 1099 |
|-------------|----------------------|------|---------------------|-----------------------------|------------------|---------------------------|------|
| No.         | Account/Formula      | Accr | Amount              | Service Dates               | Paid On Bhf #    | On Behalf of Name         |      |
| 705         | DEPT                 |      |                     | Economic Development        |                  |                           |      |
| 1870        | Reisner/Karen        |      |                     |                             |                  |                           |      |
|             | 91-705-000-0000-6104 |      | 90.00               | Oct & Nov 21 EDA meetings   |                  | Per Diem                  | N    |
|             |                      |      |                     | 10/28/2021 11/18/2021       |                  |                           |      |
| 1870        | Reisner/Karen        |      | 90.00               | 1 Transactions              |                  |                           |      |
| 7653        | Underbakke/Bonita A  |      |                     |                             |                  |                           |      |
|             | 91-705-000-0000-6104 |      | 90.00               | Oct & Nov 21 EDA meetings   |                  | Per Diem                  | N    |
|             |                      |      |                     | 10/28/2021 11/18/2021       |                  |                           |      |
| 7653        | Underbakke/Bonita A  |      | 90.00               | 1 Transactions              |                  |                           |      |
| 705         | DEPT Total:          |      | 180.00              | Economic Development        | 2 Vendors        | 2 Transactions            |      |
| 91          | Fund Total:          |      | 180.00              | Economic Development Author |                  | 2 Transactions            |      |
|             | Final Total:         |      | 711,591.48          | 148 Vendors                 | 290 Transactions |                           |      |

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                  |                    |
|-------------|---------------|------------------------------|--------------------|
| 1           | 100,616.58    | County Revenue Fund          |                    |
| 12          | 12,240.01     | INFRA FUND                   |                    |
| 13          | 276,740.37    | County Road & Bridge         |                    |
| 14          | 22,302.60     | Sanitation Fund              |                    |
| 23          | 299,511.92    | County Airport Fund          |                    |
| 91          | 180.00        | Economic Development Authori |                    |
| All Funds   | 711,591.48    | Total                        | Approved by, ..... |
|             |               |                              | .....              |
|             |               |                              | .....              |

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11/24/21 11:10AM

1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

|     | <u>Vendor Name</u>                      | <u>Rpt</u>  |               | <u>Warrant Description</u>   | <u>Invoice #</u>     | <u>Account/Formula Descripti</u> | <u>1099</u> |
|-----|-----------------------------------------|-------------|---------------|------------------------------|----------------------|----------------------------------|-------------|
|     | <u>No. Account/Formula</u>              | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u>         | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 14  | DEPT                                    |             |               | Law Library                  |                      |                                  |             |
|     | 437 Thomson Reuters-West Payment Center |             |               |                              |                      |                                  |             |
|     | 01-014-000-0000-6451                    |             | 402.82        | West Info- Oct 2021          | 845273775            | Reference Materials              | N           |
|     |                                         |             |               | 11/01/2021 11/01/2021        |                      |                                  |             |
|     | 437 Thomson Reuters-West Payment Center |             | 402.82        | 1 Transactions               |                      |                                  |             |
| 14  | DEPT Total:                             |             | 402.82        | Law Library                  | 1 Vendors            | 1 Transactions                   |             |
| 100 | DEPT                                    |             |               | County Recorder Equipment    |                      |                                  |             |
|     | 7315 ArcaSearch Corporation             |             |               |                              |                      |                                  |             |
|     | 01-100-000-0000-6636                    |             | 63,411.00     | Down payment imaging project | 30051-01             | Imaging Expense                  | N           |
|     |                                         |             |               | 07/30/2021 07/30/2021        |                      |                                  |             |
|     | 7315 ArcaSearch Corporation             |             | 63,411.00     | 1 Transactions               |                      |                                  |             |
| 100 | DEPT Total:                             |             | 63,411.00     | County Recorder Equipment    | 1 Vendors            | 1 Transactions                   |             |
| 149 | DEPT                                    |             |               | Other General Government     |                      |                                  |             |
|     | 3219 Centurylink                        |             |               |                              |                      |                                  |             |
|     | 01-149-000-0000-6203                    |             | 2,783.59      | Oct-Nov 2021 89549526        | 250618812            | Telephone                        | N           |
|     |                                         |             |               | 11/08/2021 11/08/2021        |                      |                                  |             |
|     | 3219 Centurylink                        |             | 2,783.59      | 1 Transactions               |                      |                                  |             |
|     | 6676 Marco - Phones                     |             |               |                              |                      |                                  |             |
|     | 01-149-000-0000-6203                    |             | 3,529.56      | November 2021 phones         | 30439367             | Telephone                        | Y           |
|     |                                         |             |               | 11/08/2021 11/08/2021        |                      |                                  |             |
|     | 6676 Marco - Phones                     |             | 3,529.56      | 1 Transactions               |                      |                                  |             |
| 149 | DEPT Total:                             |             | 6,313.15      | Other General Government     | 2 Vendors            | 2 Transactions                   |             |
| 1   | Fund Total:                             |             | 70,126.97     | County Revenue Fund          |                      | 4 Transactions                   |             |

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11/24/21 11:10AM

13 County Road &amp; Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                  | Rpt  | Warrant Description         | Invoice #     | Account/Formula Descripti       | 1099 |
|--------|-----------------------|------|-----------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula       | Accr | Service Dates               | Paid On Bhf # | On Behalf of Name               |      |
| 300    | DEPT                  |      | Highway Administration      |               |                                 |      |
| 7129   | CenturyLink           |      |                             |               |                                 |      |
|        | 13-300-000-0000-6203  |      | 11/10 telephone             | 5078673784    | Telephone                       | N    |
| 7129   | CenturyLink           |      | 1 Transactions              |               |                                 |      |
| 300    | DEPT Total:           |      | Highway Administration      | 1 Vendors     | 1 Transactions                  |      |
| 320    | DEPT                  |      | Highway Construction        |               |                                 |      |
| 4907   | Zenke Inc.            |      |                             |               |                                 |      |
|        | 13-320-000-0000-6343  |      | 629-010 R/C #1              | 1021          | Regular Construction Contracts  | N    |
|        |                       |      | 11/24/2021 11/24/2021       |               |                                 |      |
|        | 13-320-000-0000-6361  |      | 629-010 R/C #1              | 1021          | State Bridge Bonding (Fund29)   | N    |
|        |                       |      | 11/24/2021 11/24/2021       |               |                                 |      |
| 4907   | Zenke Inc.            |      | 2 Transactions              |               |                                 |      |
| 320    | DEPT Total:           |      | Highway Construction        | 1 Vendors     | 2 Transactions                  |      |
| 330    | DEPT                  |      | Equipment Maintenance Shops |               |                                 |      |
| 7542   | Fillmore Co Treasurer |      |                             |               |                                 |      |
|        | 13-330-000-0000-6561  |      | 11/23 October fuel tax      |               | Gasoline Diesel And Other Fuels | N    |
| 7542   | Fillmore Co Treasurer |      | 1 Transactions              |               |                                 |      |
| 197    | Kruegel's Inc         |      |                             |               |                                 |      |
|        | 13-330-000-0000-6255  |      | 11/17 propane               | 59043         | Gas                             | N    |
| 197    | Kruegel's Inc         |      | 1 Transactions              |               |                                 |      |
| 330    | DEPT Total:           |      | Equipment Maintenance Shops | 2 Vendors     | 2 Transactions                  |      |
| 13     | Fund Total:           |      | County Road & Bridge        |               | 5 Transactions                  |      |

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11/24/21 11:10AM

22 Agbmp Septic Loans

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

|     | <u>Vendor Name</u> |                                        | <u>Rpt</u>  | <u>Amount</u> | <u>Warrant Description</u> | <u>Invoice #</u>     | <u>Account/Formula Descripti</u> | <u>1099</u> |
|-----|--------------------|----------------------------------------|-------------|---------------|----------------------------|----------------------|----------------------------------|-------------|
|     | <u>No.</u>         | <u>Account/Formula</u>                 | <u>Accr</u> |               | <u>Service Dates</u>       | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 609 | DEPT               |                                        |             |               | Agbmp Septic Loan          |                      |                                  |             |
|     | 20069              | Alvin & Donna Rudlong & Bruce Bucknell |             |               |                            |                      |                                  |             |
|     |                    | 22-609-000-0000-6810                   |             | 22,320.00     | Ag BMP-Rudlong 37-0139-000 | 7054878              | Agbmp Septic System Loan         | N           |
|     |                    |                                        |             |               | 11/19/2021 11/19/2021      |                      |                                  |             |
|     | 20069              | Alvin & Donna Rudlong & Bruce Bucknell |             | 22,320.00     | 1 Transactions             |                      |                                  |             |
| 609 | DEPT Total:        |                                        |             | 22,320.00     | Agbmp Septic Loan          | 1 Vendors            | 1 Transactions                   |             |
| 22  | Fund Total:        |                                        |             | 22,320.00     | Agbmp Septic Loans         |                      | 1 Transactions                   |             |

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11/24/21 11:10AM

76 Trust And Agency Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor Name |                           | Rpt  | Warrant Description |                             | Invoice #       | Account/Formula Descripti | 1099 |
|-------------|---------------------------|------|---------------------|-----------------------------|-----------------|---------------------------|------|
| No.         | Account/Formula           | Accr | Amount              | Service Dates               | Paid On Bhf #   | On Behalf of Name         |      |
| 0           | DEPT                      |      |                     | ...                         |                 |                           |      |
|             | 110 Fillmore Co Treasurer |      |                     |                             |                 |                           |      |
|             | 76-000-000-0000-2006      |      | 1,332.00            | RCC Sales & Use Tax         |                 | Commercial Sw Mgmt Tax    | N    |
|             |                           |      |                     | 11/22/2021 11/22/2021       |                 |                           |      |
|             | 76-000-000-0000-2007      |      | 165.00              | 041,101,602 Sales Tax & Use |                 | Sales Tax Collected       | N    |
|             |                           |      |                     | 11/22/2021 11/22/2021       |                 |                           |      |
|             | 110 Fillmore Co Treasurer |      | 1,497.00            | 2 Transactions              |                 |                           |      |
| 0           | DEPT Total:               |      | 1,497.00            | ...                         | 1 Vendors       | 2 Transactions            |      |
| 300         | DEPT                      |      |                     | Highway Administration      |                 |                           |      |
|             | 110 Fillmore Co Treasurer |      |                     |                             |                 |                           |      |
|             | 76-300-000-0000-2007      |      | 22.00               | R & B Sales & Use Tax       |                 | Sales Tax Collected       | N    |
|             |                           |      |                     | 11/22/2021 11/22/2021       |                 |                           |      |
|             | 110 Fillmore Co Treasurer |      | 22.00               | 1 Transactions              |                 |                           |      |
| 300         | DEPT Total:               |      | 22.00               | Highway Administration      | 1 Vendors       | 1 Transactions            |      |
| 76          | Fund Total:               |      | 1,519.00            | Trust And Agency Fund       |                 | 3 Transactions            |      |
|             | Final Total:              |      | 265,364.01          | 11 Vendors                  | 13 Transactions |                           |      |



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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>           |                    |
|---------------|-------------|---------------|-----------------------|--------------------|
|               | 1           | 70,126.97     | County Revenue Fund   |                    |
|               | 13          | 171,398.04    | County Road & Bridge  |                    |
|               | 22          | 22,320.00     | Agbmp Septic Loans    |                    |
|               | 76          | 1,519.00      | Trust And Agency Fund |                    |
|               | All Funds   | 265,364.01    | Total                 | Approved by, ..... |
|               |             |               |                       | .....              |
|               |             |               |                       | .....              |

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12/1/21 1:38PM

1 County Revenue Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

|     | <u>Vendor Name</u>         | <u>Rpt</u>  |               | <u>Warrant Description</u> | <u>Invoice #</u>     | <u>Account/Formula Descripti</u> | <u>1099</u> |
|-----|----------------------------|-------------|---------------|----------------------------|----------------------|----------------------------------|-------------|
|     | <u>No. Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u>       | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 149 | DEPT                       |             |               | Other General Government   |                      |                                  |             |
|     | 3342 NACO                  |             |               |                            |                      |                                  |             |
|     | 01-149-000-0000-6242       |             | 450.00        | 2022 Membership dues       | 202106677            | Membership Dues                  | N           |
|     |                            |             |               | 01/01/2022 12/31/2022      |                      |                                  |             |
|     | 3342 NACO                  |             | 450.00        | 1 Transactions             |                      |                                  |             |
| 149 | DEPT Total:                |             | 450.00        | Other General Government   | 1 Vendors            | 1 Transactions                   |             |
| 251 | DEPT                       |             |               | County Jail                |                      |                                  |             |
|     | 3219 Centurylink           |             |               |                            |                      |                                  |             |
|     | 01-251-000-0000-6203       |             | 2.67          | Sheriff long distance      | 251270543            | Telephone                        | N           |
|     |                            |             |               | 11/24/2021 11/24/2021      |                      |                                  |             |
|     | 3219 Centurylink           |             | 2.67          | 1 Transactions             |                      |                                  |             |
| 251 | DEPT Total:                |             | 2.67          | County Jail                | 1 Vendors            | 1 Transactions                   |             |
| 1   | Fund Total:                |             | 452.67        | County Revenue Fund        |                      | 2 Transactions                   |             |

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12/1/21 1:38PM

13 County Road &amp; Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                            | Rpt  |          | Warrant Description         | Invoice #     | Account/Formula Descripti | 1099 |
|--------|---------------------------------|------|----------|-----------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                 | Accr | Amount   | Service Dates               | Paid On Bhf # | On Behalf of Name         |      |
| 300    | DEPT                            |      |          | Highway Administration      |               |                           |      |
| 4369   | AcenTek                         |      |          |                             |               |                           |      |
|        | 13-300-000-0000-6203            |      | 112.97   | 12/1 telephone              | 12039208      | Telephone                 | N    |
|        | 13-300-000-0000-6203            |      | 99.09    | 12/1 telephone              | 12050108      | Telephone                 | N    |
| 4369   | AcenTek                         |      | 212.06   | 2 Transactions              |               |                           |      |
| 3219   | Centurylink                     |      |          |                             |               |                           |      |
|        | 13-300-000-0000-6203            |      | 6.15     | 11/24 telephone             | 251279090     | Telephone                 | N    |
| 3219   | Centurylink                     |      | 6.15     | 1 Transactions              |               |                           |      |
| 1829   | Frontier Communications         |      |          |                             |               |                           |      |
|        | 13-300-000-0000-6203            |      | 73.95    | 11/22 telephone             | 5079373211    | Telephone                 | N    |
| 1829   | Frontier Communications         |      | 73.95    | 1 Transactions              |               |                           |      |
| 300    | DEPT Total:                     |      | 292.16   | Highway Administration      | 3 Vendors     | 4 Transactions            |      |
| 330    | DEPT                            |      |          | Equipment Maintenance Shops |               |                           |      |
| 2208   | City of Canton - Hwy dept       |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6251            |      | 80.34    | 11/24 utilities             | 510-00-9      | Electricity               | N    |
| 2208   | City of Canton - Hwy dept       |      | 80.34    | 1 Transactions              |               |                           |      |
| 6094   | MN Energy Resources Corporation |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6255            |      | 514.04   | 11/23 natural gas           | 0502458275    | Gas                       | N    |
|        | 13-330-000-0000-6255            |      | 88.92    | 11/16 natural gas           | 0505303491    | Gas                       | N    |
|        | 13-330-000-0000-6255            |      | 345.64   | 11/22 natural gas           | 0506251865    | Gas                       | N    |
|        | 13-330-000-0000-6255            |      | 137.85   | 11/19 natural gas           | 0507313281    | Gas                       | N    |
|        | 13-330-000-0000-6255            |      | 243.63   | 11/19 natural gas           | 0507351562    | Gas                       | N    |
| 6094   | MN Energy Resources Corporation |      | 1,330.08 | 5 Transactions              |               |                           |      |
| 330    | DEPT Total:                     |      | 1,410.42 | Equipment Maintenance Shops | 2 Vendors     | 6 Transactions            |      |
| 13     | Fund Total:                     |      | 1,702.58 | County Road & Bridge        |               | 10 Transactions           |      |

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12/1/21 1:38PM

83 Prepaid Tax Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| Vendor Name |                               | Rpt  | Warrant Description |                                | Invoice #       | Account/Formula Descripti | 1099 |
|-------------|-------------------------------|------|---------------------|--------------------------------|-----------------|---------------------------|------|
| No.         | Account/Formula               | Accr | Amount              | Service Dates                  | Paid On Bhf #   | On Behalf of Name         |      |
| 883         | DEPT                          |      |                     | Prepaid Taxes                  |                 |                           |      |
| 6055        | Culbertson/Albert D IV        |      |                     |                                |                 |                           |      |
|             | 83-883-000-0000-6804          |      | 60.15               | COJ Prepay Refund-12.0073.000  |                 | COJ Payment Posting       | N    |
|             |                               |      |                     | 11/30/2021 11/30/2021          |                 |                           |      |
| 6055        | Culbertson/Albert D IV        |      | 60.15               | 1 Transactions                 |                 |                           |      |
| 82133       | Fillmore Co Auditor-Treasurer |      |                     |                                |                 |                           |      |
|             | 83-883-000-0000-6804          |      | 1.32                | L.Gilkey COJ Prepay 06.0127.00 |                 | COJ Payment Posting       | N    |
|             |                               |      |                     | 11/30/2021 11/30/2021          |                 |                           |      |
|             | 83-883-000-0000-6804          |      | 12.00               | Crowson/Gaulrapp 36.0014.040   |                 | COJ Payment Posting       | N    |
|             |                               |      |                     | 11/30/2021 11/30/2021          |                 |                           |      |
|             | 83-883-000-0000-6804          |      | 322.63              | T Bergemann COJ 36.0698.010    |                 | COJ Payment Posting       | N    |
|             |                               |      |                     | 11/30/2021 11/30/2021          |                 |                           |      |
| 82133       | Fillmore Co Auditor-Treasurer |      | 335.95              | 3 Transactions                 |                 |                           |      |
| 883         | DEPT Total:                   |      | 396.10              | Prepaid Taxes                  | 2 Vendors       | 4 Transactions            |      |
| 83          | Fund Total:                   |      | 396.10              | Prepaid Tax Fund               |                 | 4 Transactions            |      |
|             | Final Total:                  |      | 2,551.35            | 9 Vendors                      | 16 Transactions |                           |      |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |                    |
|---------------|-------------|---------------|----------------------|--------------------|
|               | 1           | 452.67        | County Revenue Fund  |                    |
|               | 13          | 1,702.58      | County Road & Bridge |                    |
|               | 83          | 396.10        | Prepaid Tax Fund     |                    |
|               | All Funds   | 2,551.35      | Total                | Approved by, ..... |
|               |             |               |                      | .....              |
|               |             |               |                      | .....              |

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12/8/21 2:11PM

1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

|     | <u>Vendor Name</u>                     | <u>Rpt</u>  |               | <u>Warrant Description</u> | <u>Invoice #</u>     | <u>Account/Formula Descripti</u>   | <u>1099</u> |
|-----|----------------------------------------|-------------|---------------|----------------------------|----------------------|------------------------------------|-------------|
|     | <u>No. Account/Formula</u>             | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u>       | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>           |             |
| 62  | DEPT                                   |             |               | Elections                  |                      |                                    |             |
|     | 2357 Verizon Wireless                  |             |               |                            |                      |                                    |             |
|     | 01-062-000-0000-6462                   |             | 120.03        | Election jetpacks          | 9893606206           | Other Election Supplies            | Y           |
|     |                                        |             |               | 11/25/2021 12/24/2021      |                      |                                    |             |
|     | 2357 Verizon Wireless                  |             | 120.03        | 1 Transactions             |                      |                                    |             |
| 62  | DEPT Total:                            |             | 120.03        | Elections                  | 1 Vendors            | 1 Transactions                     |             |
| 91  | DEPT                                   |             |               | County Attorney            |                      |                                    |             |
|     | 5294 RELX Inc.DBA LexisNexis           |             |               |                            |                      |                                    |             |
|     | 01-091-000-0000-6451                   |             | 198.00        | November 21 subscription   | 3093606483           | Reference Materials                | N           |
|     |                                        |             |               | 11/01/2021 11/30/2021      |                      |                                    |             |
|     | 5294 RELX Inc.DBA LexisNexis           |             | 198.00        | 1 Transactions             |                      |                                    |             |
| 91  | DEPT Total:                            |             | 198.00        | County Attorney            | 1 Vendors            | 1 Transactions                     |             |
| 111 | DEPT                                   |             |               | Facilites Mtce             |                      |                                    |             |
|     | 6094 MN Energy Resources Corporation   |             |               |                            |                      |                                    |             |
|     | 01-111-000-0000-6255                   |             | 2,350.63      | Natural gas FCOB & FCCH    | 3944801531           | Gas                                | N           |
|     |                                        |             |               | 10/22/2021 11/23/2021      |                      |                                    |             |
|     | 6094 MN Energy Resources Corporation   |             | 2,350.63      | 1 Transactions             |                      |                                    |             |
| 111 | DEPT Total:                            |             | 2,350.63      | Facilites Mtce             | 1 Vendors            | 1 Transactions                     |             |
| 149 | DEPT                                   |             |               | Other General Government   |                      |                                    |             |
|     | 5660 De Lage Landen Financial Services |             |               |                            |                      |                                    |             |
|     | 01-149-000-0000-6288                   |             | 1,534.15      | Copier lease               | 74644387             | Copy Machine - Lease               | N           |
|     |                                        |             |               | 12/12/2021 01/11/2022      |                      |                                    |             |
|     | 5660 De Lage Landen Financial Services |             | 1,534.15      | 1 Transactions             |                      |                                    |             |
|     | 1479 Loffler Companies, Inc            |             |               |                            |                      |                                    |             |
|     | 01-149-000-0000-6235                   |             | 819.95        | Copier contract 11/1-11/30 | 3890956              | Copy Machine - Copies BW and Color | N           |
|     |                                        |             |               | 11/01/2021 11/30/2021      |                      |                                    |             |
|     | 1479 Loffler Companies, Inc            |             | 819.95        | 1 Transactions             |                      |                                    |             |
| 149 | DEPT Total:                            |             | 2,354.10      | Other General Government   | 2 Vendors            | 2 Transactions                     |             |

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12/8/21 2:11PM

1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                            | Rpt  |          | Warrant Description        | Invoice #     | Account/Formula Descripti           | 1099 |
|--------|---------------------------------|------|----------|----------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                 | Accr | Amount   | Service Dates              | Paid On Bhf # | On Behalf of Name                   |      |
| 202    | DEPT                            |      |          | Sheriff                    |               |                                     |      |
| 6317   | Enterprise Fleet Management     |      |          |                            |               |                                     |      |
|        | 01-202-000-0000-6650            |      | 7,309.79 | December lease             | FBN4344668    | Enterprise Vehicle Payments         | N    |
|        |                                 |      |          | 12/01/2021 12/31/2021      |               |                                     |      |
| 6317   | Enterprise Fleet Management     |      | 7,309.79 | 1 Transactions             |               |                                     |      |
| 2357   | Verizon Wireless                |      |          |                            |               |                                     |      |
|        | 01-202-000-0000-6206            |      | 783.75   | Sheriff cell phones        | 9893606206    | Employee Electronic Device Reimburs | Y    |
|        |                                 |      |          | 11/25/2021 12/24/2021      |               |                                     |      |
|        | 01-202-000-0000-6652            |      | 40.02    | Data lines                 | 9893606206    | Squad Car Equipment Purchased and   | Y    |
|        |                                 |      |          | 11/25/2021 12/24/2021      |               |                                     |      |
| 2357   | Verizon Wireless                |      | 823.77   | 2 Transactions             |               |                                     |      |
| 202    | DEPT Total:                     |      | 8,133.56 | Sheriff                    | 2 Vendors     | 3 Transactions                      |      |
| 203    | DEPT                            |      |          | Spring Valley Contract     |               |                                     |      |
| 85440  | Centurylink                     |      |          |                            |               |                                     |      |
|        | 01-203-000-0000-6203            |      | 48.23    | SV phone                   |               | Telephone                           | N    |
|        |                                 |      |          | 11/26/2021 12/25/2021      |               |                                     |      |
| 85440  | Centurylink                     |      | 48.23    | 1 Transactions             |               |                                     |      |
| 203    | DEPT Total:                     |      | 48.23    | Spring Valley Contract     | 1 Vendors     | 1 Transactions                      |      |
| 251    | DEPT                            |      |          | County Jail                |               |                                     |      |
| 4855   | B&B Olympic Bowl                |      |          |                            |               |                                     |      |
|        | 01-251-000-0000-6379            |      | 2,424.00 | November 2021 inmate meals |               | Board Of Prisoners                  | N    |
|        |                                 |      |          | 11/01/2021 11/30/2021      |               |                                     |      |
| 4855   | B&B Olympic Bowl                |      | 2,424.00 | 1 Transactions             |               |                                     |      |
| 85440  | Centurylink                     |      |          |                            |               |                                     |      |
|        | 01-251-000-0000-6203            |      | 70.50    | Sherriff phone             |               | Telephone                           | N    |
|        |                                 |      |          | 11/01/2021 11/30/2021      |               |                                     |      |
| 85440  | Centurylink                     |      | 70.50    | 1 Transactions             |               |                                     |      |
| 6094   | MN Energy Resources Corporation |      |          |                            |               |                                     |      |
|        | 01-251-000-0000-6255            |      | 893.12   | Jail natural gas           |               | Gas                                 | N    |
|        |                                 |      |          | 10/25/2021 11/24/2021      |               |                                     |      |

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12/8/21 2:11PM

1 County Revenue Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| Vendor |                                 | Name | Rpt       | Warrant Description |               | Invoice #         | Account/Formula Descripti | 1099 |
|--------|---------------------------------|------|-----------|---------------------|---------------|-------------------|---------------------------|------|
| No.    | Account/Formula                 | Accr | Amount    | Service Dates       | Paid On Bhf # | On Behalf of Name |                           |      |
| 6094   | MN Energy Resources Corporation |      | 893.12    | 1 Transactions      |               |                   |                           |      |
| 251    | DEPT Total:                     |      | 3,387.62  | County Jail         | 3 Vendors     |                   | 3 Transactions            |      |
| 1      | Fund Total:                     |      | 16,592.17 | County Revenue Fund |               |                   | 12 Transactions           |      |



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12/8/21 2:11PM

13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor | Name                            | Rpt  |          | Warrant Description         | Invoice #     | Account/Formula Descripti | 1099 |
|--------|---------------------------------|------|----------|-----------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                 | Accr | Amount   | Service Dates               | Paid On Bhf # | On Behalf of Name         |      |
| 300    | DEPT                            |      |          | Highway Administration      |               |                           |      |
| 85440  | Centurylink                     |      |          |                             |               |                           |      |
|        | 13-300-000-0000-6203            |      | 116.34   | 11/26 telephone             | 301264100     | Telephone                 | N    |
|        | 13-300-000-0000-6203            |      | 230.39   | 11/26 telephone             | 301269901     | Telephone                 | N    |
|        | 13-300-000-0000-6203            |      | 62.48    | 11/26 telephone             | 301269931     | Telephone                 | N    |
| 85440  | Centurylink                     |      | 409.21   | 3 Transactions              |               |                           |      |
| 300    | DEPT Total:                     |      | 409.21   | Highway Administration      | 1 Vendors     | 3 Transactions            |      |
| 330    | DEPT                            |      |          | Equipment Maintenance Shops |               |                           |      |
| 288    | City Of Peterson                |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6251            |      | 180.34   | 11/20 utilities             | 108A          | Electricity               | N    |
| 288    | City Of Peterson                |      | 180.34   | 1 Transactions              |               |                           |      |
| 6094   | MN Energy Resources Corporation |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6255            |      | 1,130.37 | 11/24 natural gas           | 0502625354    | Gas                       | N    |
| 6094   | MN Energy Resources Corporation |      | 1,130.37 | 1 Transactions              |               |                           |      |
| 343    | Spring Valley Public Utilities  |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6251            |      | 237.96   | 11/24 utilities             | 1124          | Electricity               | N    |
| 343    | Spring Valley Public Utilities  |      | 237.96   | 1 Transactions              |               |                           |      |
| 1487   | Waste Management - WI-MN        |      |          |                             |               |                           |      |
|        | 13-330-000-0000-6251            |      | 86.34    | 12/1 utilities              | 37596353000   | Electricity               | N    |
| 1487   | Waste Management - WI-MN        |      | 86.34    | 1 Transactions              |               |                           |      |
| 330    | DEPT Total:                     |      | 1,635.01 | Equipment Maintenance Shops | 4 Vendors     | 4 Transactions            |      |
| 13     | Fund Total:                     |      | 2,044.22 | County Road & Bridge        |               | 7 Transactions            |      |

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12/8/21 2:11PM

23 County Airport Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

| Vendor Name |                      | Rpt  | Warrant Description |                               | Invoice #     | Account/Formula Descripti | 1099 |
|-------------|----------------------|------|---------------------|-------------------------------|---------------|---------------------------|------|
| No.         | Account/Formula      | Accr | Amount              | Service Dates                 | Paid On Bhf # | On Behalf of Name         |      |
| 350         | DEPT                 |      |                     | County Airport                |               |                           |      |
|             | 85440 Centurylink    |      |                     |                               |               |                           |      |
|             | 23-350-000-0000-6203 |      | 59.88               | Telephone 11/26/21-12/25/2021 |               | Telephone                 | N    |
|             |                      |      |                     | 11/26/2021 12/25/2021         |               |                           |      |
|             | 23-350-000-0000-6203 |      | 135.31              | Telephone 11/26/21-12/25/2021 |               | Telephone                 | N    |
|             |                      |      |                     | 11/26/2021 12/25/2021         |               |                           |      |
|             | 85440 Centurylink    |      | 195.19              | 2 Transactions                |               |                           |      |
| 350         | DEPT Total:          |      | 195.19              | County Airport                | 1 Vendors     | 2 Transactions            |      |
| 23          | Fund Total:          |      | 195.19              | County Airport Fund           |               | 2 Transactions            |      |

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12/8/21 2:11PM  
83 Prepaid Tax Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 7

| Vendor |                               | Name | Rpt       | Warrant Description       |            | Invoice #       | Account/Formula Descripti | 1099 |
|--------|-------------------------------|------|-----------|---------------------------|------------|-----------------|---------------------------|------|
| No.    | Account/Formula               | Accr | Amount    | Service Dates             |            | Paid On Bhf #   | On Behalf of Name         |      |
| 883    | DEPT                          |      |           | Prepaid Taxes             |            |                 |                           |      |
| 82133  | Fillmore Co Auditor-Treasurer |      |           |                           |            |                 |                           |      |
|        | 83-883-000-0000-6804          |      | 238.23    | McCook COJ Pmt-260101.000 |            |                 | COJ Payment Posting       | N    |
|        |                               |      |           | 11/30/2021                | 11/30/2021 |                 |                           |      |
| 82133  | Fillmore Co Auditor-Treasurer |      | 238.23    | 1 Transactions            |            |                 |                           |      |
| 883    | DEPT Total:                   |      | 238.23    | Prepaid Taxes             |            | 1 Vendors       | 1 Transactions            |      |
| 83     | Fund Total:                   |      | 238.23    | Prepaid Tax Fund          |            |                 | 1 Transactions            |      |
|        | Final Total:                  |      | 19,069.81 | 18 Vendors                |            | 22 Transactions |                           |      |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |                    |
|---------------|-------------|---------------|----------------------|--------------------|
|               | 1           | 16,592.17     | County Revenue Fund  |                    |
|               | 13          | 2,044.22      | County Road & Bridge |                    |
|               | 23          | 195.19        | County Airport Fund  |                    |
|               | 83          | 238.23        | Prepaid Tax Fund     |                    |
|               | All Funds   | 19,069.81     | Total                | Approved by, ..... |
|               |             |               |                      | .....              |
|               |             |               |                      | .....              |

bharmening

12/2/21 10:36AM

80 Taxes And Penalties Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor | Name                                                      | Rpt  |            | Warrant Description                                   | Invoice #     | Account/Formula Descripti | 1099 |
|--------|-----------------------------------------------------------|------|------------|-------------------------------------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                                           | Accr | Amount     | Service Dates                                         | Paid On Bhf # | On Behalf of Name         |      |
| 888    | DEPT                                                      |      |            | School Districts                                      |               |                           |      |
| 18     | Chatfield Public School #227<br>80-888-000-0000-6804      |      | 150,393.23 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 18     | Chatfield Public School #227                              |      | 150,393.23 | 1 Transactions                                        |               |                           |      |
| 19     | Fillmore Central SD #2198<br>80-888-000-0000-6804         |      | 209,691.09 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 19     | Fillmore Central SD #2198                                 |      | 209,691.09 | 1 Transactions                                        |               |                           |      |
| 23659  | Kingsland School Dist 2137<br>80-888-000-0000-6804        |      | 236,986.97 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 23659  | Kingsland School Dist 2137                                |      | 236,986.97 | 1 Transactions                                        |               |                           |      |
| 23831  | Lanesboro School Dist 229<br>80-888-000-0000-6804         |      | 109,815.54 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 23831  | Lanesboro School Dist 229                                 |      | 109,815.54 | 1 Transactions                                        |               |                           |      |
| 420    | Leroy-Ostrander School Dist 499<br>80-888-000-0000-6804   |      | 48,489.74  | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 420    | Leroy-Ostrander School Dist 499                           |      | 48,489.74  | 1 Transactions                                        |               |                           |      |
| 24161  | Mabel-Canton SD 238<br>80-888-000-0000-6804               |      | 123,538.69 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 24161  | Mabel-Canton SD 238                                       |      | 123,538.69 | 1 Transactions                                        |               |                           |      |
| 25809  | Rushford-Peterson School Dist 239<br>80-888-000-0000-6804 |      | 113,634.22 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |
| 25809  | Rushford-Peterson School Dist 239                         |      | 113,634.22 | 1 Transactions                                        |               |                           |      |
| 421    | St Charles School Dist 858<br>80-888-000-0000-6804        |      | 344.01     | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |               | For Other Agencies        | N    |

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12/2/21 10:36AM

80 Taxes And Penalties Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                         | Rpt  | Warrant Description | Invoice #                    | Account/Formula Descripti | 1099                 |
|--------|------------------------------|------|---------------------|------------------------------|---------------------------|----------------------|
| No.    | Account/Formula              | Accr | Amount              | Service Dates                | Paid On Bhf #             | On Behalf of Name    |
| 421    | St Charles School Dist 858   |      | 344.01              | 1 Transactions               |                           |                      |
| 419    | Stewartville School Dist 534 |      |                     |                              |                           |                      |
|        | 80-888-000-0000-6804         |      | 26,642.39           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 419    | Stewartville School Dist 534 |      | 26,642.39           | 1 Transactions               |                           |                      |
| 888    | DEPT Total:                  |      | 1,019,535.88        | School Districts             | 9 Vendors                 | 9 Transactions       |
| 889    | DEPT                         |      |                     | Townships And Cities         |                           |                      |
| 373    | Amherst Township             |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 57,805.23           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 373    | Amherst Township             |      | 57,805.23           | 1 Transactions               |                           |                      |
| 374    | Arendahl Township            |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 51,253.40           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 374    | Arendahl Township            |      | 51,253.40           | 1 Transactions               |                           |                      |
| 375    | Beaver Township              |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 48,625.22           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 375    | Beaver Township              |      | 48,625.22           | 1 Transactions               |                           |                      |
| 376    | Bloomfield Township          |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 47,436.60           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 376    | Bloomfield Township          |      | 47,436.60           | 1 Transactions               |                           |                      |
| 377    | Bristol Township             |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 56,426.23           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 377    | Bristol Township             |      | 56,426.23           | 1 Transactions               |                           |                      |
| 379    | Canton Township              |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804         |      | 72,175.51           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                              |      |                     | 12/03/2021 12/03/2021        |                           |                      |

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

| Vendor | Name                 | Rpt  | Warrant Description | Invoice #                    | Account/Formula Descripti | 1099                 |
|--------|----------------------|------|---------------------|------------------------------|---------------------------|----------------------|
| No.    | Account/Formula      | Accr | Amount              | Service Dates                | Paid On Bhf #             | On Behalf of Name    |
| 379    | Canton Township      |      | 72,175.51           | 1 Transactions               |                           |                      |
| 380    | Carimona Township    |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 66,186.38           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 380    | Carimona Township    |      | 66,186.38           | 1 Transactions               |                           |                      |
| 381    | Carrolton Township   |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 84,336.79           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 381    | Carrolton Township   |      | 84,336.79           | 1 Transactions               |                           |                      |
| 383    | Chatfield Township   |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 54,366.50           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 383    | Chatfield Township   |      | 54,366.50           | 1 Transactions               |                           |                      |
| 378    | City of Canton       |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 61,763.40           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 378    | City of Canton       |      | 61,763.40           | 1 Transactions               |                           |                      |
| 382    | City of Chatfield    |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 681,481.18          | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 382    | City of Chatfield    |      | 681,481.18          | 1 Transactions               |                           |                      |
| 386    | City of Fountain     |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 97,571.39           | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 386    | City of Fountain     |      | 97,571.39           | 1 Transactions               |                           |                      |
| 388    | City of Harmony      |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 371,501.51          | 2021 November Tax Settlement |                           | For Other Agencies N |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |                      |
| 388    | City of Harmony      |      | 371,501.51          | 1 Transactions               |                           |                      |
| 392    | City of Lanesboro    |      |                     |                              |                           |                      |
|        | 80-889-000-0000-6804 |      | 309,551.31          | 2021 November Tax Settlement |                           | For Other Agencies N |

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12/2/21 10:36AM

80 Taxes And Penalties Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor No. | Name<br>Account/Formula                          | Rpt<br>Accr | Amount     | Warrant Description<br>Service Dates                  | Invoice #<br>Paid On Bhf # | Account/Formula Descripti<br>On Behalf of Name | 1099 |
|------------|--------------------------------------------------|-------------|------------|-------------------------------------------------------|----------------------------|------------------------------------------------|------|
| 392        | City of Lanesboro                                |             | 309,551.31 | 12/03/2021 12/03/2021                                 | 1 Transactions             |                                                |      |
| 393        | City of Mabel<br>80-889-000-0000-6804            |             | 189,090.90 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 393        | City of Mabel                                    |             | 189,090.90 | 1 Transactions                                        |                            |                                                |      |
| 396        | City of Ostrander<br>80-889-000-0000-6804        |             | 95,456.50  | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 396        | City of Ostrander                                |             | 95,456.50  | 1 Transactions                                        |                            |                                                |      |
| 397        | City of Peterson<br>80-889-000-0000-6804         |             | 43,737.08  | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 397        | City of Peterson                                 |             | 43,737.08  | 1 Transactions                                        |                            |                                                |      |
| 400        | City of Preston<br>80-889-000-0000-6804          |             | 528,992.30 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 400        | City of Preston                                  |             | 528,992.30 | 1 Transactions                                        |                            |                                                |      |
| 402        | City of Rushford<br>80-889-000-0000-6804         |             | 495,885.96 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 402        | City of Rushford                                 |             | 495,885.96 | 1 Transactions                                        |                            |                                                |      |
| 403        | City of Rushford Village<br>80-889-000-0000-6804 |             | 194,945.15 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 403        | City of Rushford Village                         |             | 194,945.15 | 1 Transactions                                        |                            |                                                |      |
| 404        | City of Spring Valley<br>80-889-000-0000-6804    |             | 754,039.85 | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                            | For Other Agencies                             | N    |
| 404        | City of Spring Valley                            |             | 754,039.85 | 1 Transactions                                        |                            |                                                |      |
| 407        | City of Whalan                                   |             |            |                                                       |                            |                                                |      |



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12/2/21 10:36AM

80 Taxes And Penalties Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

| Vendor | Name                 | Rpt  | Warrant Description | Invoice #                    | Account/Formula Descripti | 1099 |
|--------|----------------------|------|---------------------|------------------------------|---------------------------|------|
| No.    | Account/Formula      | Accr | Amount              | Service Dates                | On Behalf of Name         |      |
|        | 80-889-000-0000-6804 |      | 20,335.97           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 407    | City of Whalan       |      | 20,335.97           | 1 Transactions               |                           |      |
| 408    | City of Wykoff       |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 78,328.47           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 408    | City of Wykoff       |      | 78,328.47           | 1 Transactions               |                           |      |
| 384    | Fillmore Township    |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 49,078.73           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 384    | Fillmore Township    |      | 49,078.73           | 1 Transactions               |                           |      |
| 385    | Forestville Township |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 51,405.45           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 385    | Forestville Township |      | 51,405.45           | 1 Transactions               |                           |      |
| 387    | Fountain Township    |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 56,988.57           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 387    | Fountain Township    |      | 56,988.57           | 1 Transactions               |                           |      |
| 389    | Harmony Township     |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 81,388.19           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 389    | Harmony Township     |      | 81,388.19           | 1 Transactions               |                           |      |
| 390    | Holt Township        |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 67,617.57           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 390    | Holt Township        |      | 67,617.57           | 1 Transactions               |                           |      |
| 391    | Jordan Township      |      |                     |                              |                           |      |
|        | 80-889-000-0000-6804 |      | 33,039.65           | 2021 November Tax Settlement | For Other Agencies        | N    |
|        |                      |      |                     | 12/03/2021 12/03/2021        |                           |      |
| 391    | Jordan Township      |      | 33,039.65           | 1 Transactions               |                           |      |

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12/2/21 10:36AM

80 Taxes And Penalties Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 7

| Vendor | Name                                           | Rpt  | Warrant Description | Invoice #                                             | Account/Formula Descripti | 1099                 |
|--------|------------------------------------------------|------|---------------------|-------------------------------------------------------|---------------------------|----------------------|
| No.    | Account/Formula                                | Accr | Amount              | Service Dates                                         | Paid On Bhf #             | On Behalf of Name    |
| 394    | Newburg Township<br>80-889-000-0000-6804       |      | 60,244.89           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 394    | Newburg Township                               |      | 60,244.89           | 1 Transactions                                        |                           |                      |
| 395    | Norway Township<br>80-889-000-0000-6804        |      | 79,932.17           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 395    | Norway Township                                |      | 79,932.17           | 1 Transactions                                        |                           |                      |
| 398    | Pilot Mound Township<br>80-889-000-0000-6804   |      | 52,297.52           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 398    | Pilot Mound Township                           |      | 52,297.52           | 1 Transactions                                        |                           |                      |
| 399    | Preble Township<br>80-889-000-0000-6804        |      | 41,835.73           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 399    | Preble Township                                |      | 41,835.73           | 1 Transactions                                        |                           |                      |
| 401    | Preston Township<br>80-889-000-0000-6804       |      | 36,414.04           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 401    | Preston Township                               |      | 36,414.04           | 1 Transactions                                        |                           |                      |
| 405    | Spring Valley Township<br>80-889-000-0000-6804 |      | 54,094.56           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 405    | Spring Valley Township                         |      | 54,094.56           | 1 Transactions                                        |                           |                      |
| 406    | Sumner Township<br>80-889-000-0000-6804        |      | 66,791.90           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |
| 406    | Sumner Township                                |      | 66,791.90           | 1 Transactions                                        |                           |                      |
| 409    | York Township<br>80-889-000-0000-6804          |      | 45,876.40           | 2021 November Tax Settlement<br>12/03/2021 12/03/2021 |                           | For Other Agencies N |

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12/2/21 10:36AM

80 Taxes And Penalties Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 8

| Vendor Name |                 | Rpt  | Warrant Description |                          | Invoice #     | Account/Formula Descripti | 1099 |
|-------------|-----------------|------|---------------------|--------------------------|---------------|---------------------------|------|
| No.         | Account/Formula | Accr | Amount              | Service Dates            | Paid On Bhf # | On Behalf of Name         |      |
| 409         | York Township   |      | 45,876.40           | 1 Transactions           |               |                           |      |
| 889         | DEPT Total:     |      | 5,238,298.20        | Townships And Cities     | 37 Vendors    | 37 Transactions           |      |
| 80          | Fund Total:     |      | 6,257,834.08        | Taxes And Penalties Fund |               | 46 Transactions           |      |

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12/2/21 10:36AM

87 State Revenue And School

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 9

|    | <u>Vendor</u> | <u>Name</u>            | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>              | <u>Account/Formula Descripti</u> | <u>1099</u>              |
|----|---------------|------------------------|-------------|----------------------------|-------------------------------|----------------------------------|--------------------------|
|    | <u>No.</u>    | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>          | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u> |
| 0  | DEPT          |                        |             | ...                        |                               |                                  |                          |
|    | 110           | Fillmore Co Treasurer  |             |                            |                               |                                  |                          |
|    |               | 87-000-000-0000-2455   |             | 23,526.61                  | 2021 November Tax Settlement  | General State Tax                | N                        |
|    |               |                        |             |                            | 12/03/2021 12/03/2021         |                                  |                          |
|    | 110           | Fillmore Co Treasurer  |             | 23,526.61                  | 1 Transactions                |                                  |                          |
| 0  | DEPT Total:   |                        |             | 23,526.61                  | ...                           | 1 Vendors                        | 1 Transactions           |
| 87 | Fund Total:   |                        |             | 23,526.61                  | State Revenue And School Func |                                  | 1 Transactions           |
|    | Final Total:  |                        |             | 6,281,360.69               | 47 Vendors                    | 47 Transactions                  |                          |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                   |                    |
|-------------|---------------|-------------------------------|--------------------|
| 80          | 6,257,834.08  | Taxes And Penalties Fund      |                    |
| 87          | 23,526.61     | State Revenue And School Fund |                    |
| All Funds   | 6,281,360.69  | Total                         | Approved by, ..... |
|             |               |                               | .....              |
|             |               |                               | .....              |

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/14/2021      Amount of time requested (minutes):

Dept.:       Prepared By:

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:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes/No):

1. Consider SCORE Grant agreement (Yes)

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bhillery@co.fillmore.mn.us](mailto:bhillery@co.fillmore.mn.us) and [lengle@co.fillmore.mn.us](mailto:lengle@co.fillmore.mn.us)

# SCORE GRANT AGREEMENT FY22-26

State of Minnesota  
Doc Type: Contract/Grant Reference

SWIFT Contract Number: 192081

AI: 110336

Activity ID: PRO20210001

## A. COVERSHEET WITH SIGNATURES

|                                                                        |                                 |
|------------------------------------------------------------------------|---------------------------------|
| <b>1. County ("Grantee")</b>                                           |                                 |
| <b>Name</b>                                                            | Fillmore County                 |
| <b>2. County ("Grantee") Authorized Representative (SCORE Contact)</b> |                                 |
| <b>Name</b>                                                            | Drew Hatzenbihler or successor  |
| <b>Address</b>                                                         | Box 655                         |
| <b>City, State, Zip code</b>                                           | Preston, MN 55965               |
| <b>Phone Number</b>                                                    | 507-765-4566                    |
| <b>Email</b>                                                           | dhatzenbihler@co.fillmore.mn.us |

|                                                    |                           |
|----------------------------------------------------|---------------------------|
| <b>3. MPCA ("State") Authorized Representative</b> |                           |
| <b>Name</b>                                        | Cathy Latham or successor |
| <b>Address</b>                                     | 520 Lafayette Road North  |
| <b>City, State, ZIP</b>                            | St. Paul, MN 55155        |
| <b>Phone</b>                                       | 651-757-2466              |
| <b>Email</b>                                       | cathy.latham@state.mn.us  |

|                                                                                                                                                                                                        |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>4. County ("Grantee") Signature</b>                                                                                                                                                                 |             |
| <b>SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:</b>                                                                                                                                                   |             |
| NAME _____                                                                                                                                                                                             |             |
| SIGNED _____                                                                                                                                                                                           | DATE: _____ |
| I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization. |             |

## **B. GRANT AGREEMENT**

### **1. Term of Grant Agreement**

#### **A. Effective date:**

**July 1, 2021**, or the date the State obtains all required signatures, whichever is later.

#### **B. Expiration date:**

**June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **C. Survival of Terms.**

The following clauses survive the expiration or cancellation of this Grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### **2. Grantee's Duties**

The Grantee will carry out all duties under this agreement in accordance with Minn. Stat. § 115A.557.

### **3. Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

### **4. Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed in accordance with Minn. Stat. § 115A.557 to the State's satisfaction, as determined by the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### **5. Terms of Payment**

Payment amounts will be distributed according to Minn. Stat. § 115A.557, Subd.1.

### **6. Assignment Amendments, Waiver, and Grant agreement Complete**

#### **A. Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

#### **B. Amendments**

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

#### **C. Waiver**

If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

#### **D. Grant Agreement Complete**

This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.



## 7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

## 8. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 9. Government Data Practices and Intellectual Property Rights

### A. Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### B. Intellectual Property Rights

**(a) Intellectual property rights.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), 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 Contractors, either individually or jointly with others in the performance of this grant agreement. Works include "Documents." Documents are the originals of any databases, 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 agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant agreement, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

### **(b) Obligations.**

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced

to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the joint property of the State and Grantee, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall 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 the 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 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.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

## 10. Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **11. Publicity and Endorsement**

### **A. Publicity**

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **B. Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **12. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this Grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **13. Termination**

### **A. Termination by the State**

The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **B. Termination for Cause**

The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **C. Termination for Insufficient Funding**

The State may immediately terminate this grant agreement if:

**(a)** It does not obtain funding from the Minnesota Legislature

**(a)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must 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 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.

**14. Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15. Availability of Records**

In the event a monitoring visit(s) is required by the State, the Grantee shall cooperate with the State and shall comply with the State's request for documentation and other information, before, during and/or after the visit(s).

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/14/2021

Amount of time requested (minutes): 10

Dept.: EDA

Prepared By: Chris Hahn

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):No

Request Board's permission for the EDA to host Fillmore County Ag Agriculture Summit, February 24, 2022 at Eagle Bluff Environmental Learning Center

Eagle Bluff Environmental Learning Center venue is currently available

Proposed presentation topics /presenters:

- Ag Entrepreneurship - Shanna McCann (Simple Soaps for Simple Folks) – **AVAILABLE**
- Succession Planning - Megan Roberts (U of M Extension Educator) – **AVAILABLE**
- Regenerative Ag Practices – Dayna Burtness (Nettle Valley Farms) - **AVAILABLE**
- Emotional Wellness – Emily Wilmes (U of M Extension Educator) - **AVAILABLE**
- Alternative Crop Investment Strategies - Jake & Abbey (Civil Sass Hop Farm) **PENDING**
- Financial Risk Management Strategies - Eric Ruen (Compeer) Not Yet Contacted

We would approach potential sponsors to cover event costs once the event is approved

Chris Hahn to present request on behalf of the EDA and answer and questions that there may be.

Thank you,

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# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: Dec. 14, 2021

Amount of time requested (minutes): 10 minutes

Dept.:

Prepared By: Colleen Fehrenbacher

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

Eagle Bluff Federal EDA grant submission:  
requesting letter of support

1) one pager  
on project

2) letter of support

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Colleen Foehrenbacher  
Executive Director, Eagle Bluff



## ABOUT EAGLE BLUFF

Founded in 1978, Eagle Bluff Environmental Learning Center is a non-profit organization that offers accredited, outdoor education programs and adventures experiences to over 16,000 children, adults, and families annually. We are located in rural southeastern Minnesota just a few miles from the historic town of Lanesboro, a tourism hot spot where visitors flock from all over to experience the natural beauty of Bluff Country and the Driftless Area.

## ABOUT THE PROJECT

This project gives Eagle Bluff the opportunity to expand our public engagement and provide more outdoor recreation opportunities to travelers and tourists who visit SE Minnesota. Almost all of Eagle Bluff's current programs require individuals, groups, and schools to book outdoor experiences well in advance. However, each year we have hundreds of "walk-in" visitors who want to engage with the outdoors during their vacation. Currently, our options for this include self-guided hiking and, more recently, mountain biking. This project will provide the physical space, staffing, and equipment to better serve the thousands of people looking for outdoor recreation and educational opportunities that visit SE Minnesota each year.

## BENEFITS

Located just 7 minutes north of Lanesboro, MN Eagle Bluff is situated in an ideal location to serve the thousands of travelers and tourists who visit this region annually. Referred to as the "Bed and Breakfast Capital of Minnesota," Lanesboro draws travelers from across the country, many of whom have traveled to this area to spend time outdoors. Summer is the most popular time for tourists and travelers to visit this area because of the bike trail and various river activities (tubing, canoeing, fishing, and kayaking). Our goal is to offer year-round outdoor recreation opportunities to increase tourism and travel to the region during the historically slow time. This project will also create at least two new full-time staff positions at Eagle Bluff.



# BLUFF COUNTRY NATURE CENTER PROJECT



## PROJECT HIGHLIGHTS

- A new, two-story visitors center building located at the entrance to our center:
  - The building will function as a welcome center and will showcase interpretive displays about natural history, the Driftless Area, karst geology, and Eagle Bluff's history and campus highlights.
  - The building will also contain office staff for staff.
- Two outdoor amphitheater spaces for music, theater, and other outdoor performances.
- Equipment rentals for outdoor exploration including trekking poles, GPS units, binoculars, mountain bikes, nature activity backpacks, sleds, snowshoes, and cross-country skis. All available to the public year-round.
- Enhancements to our existing hiking trails, including interpretative and directional signage and trailheads for our new mountain biking trails and current hiking trails.
- Multiple picnic shelters for public use.
- Expansion of our public programming.

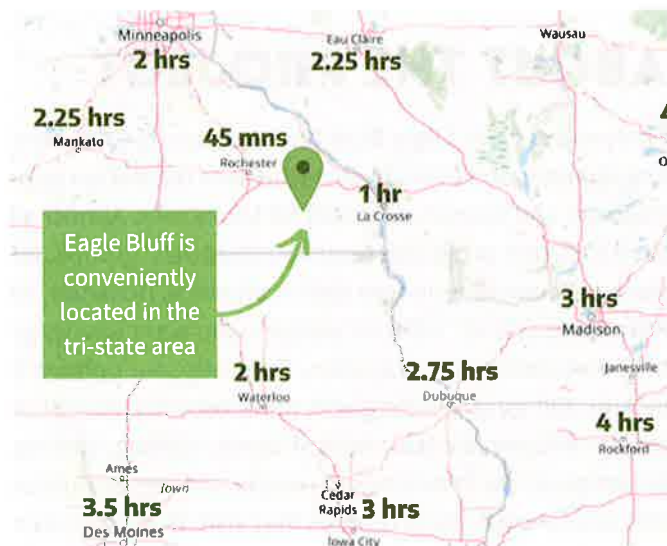
**Colleen Foehrenbacher** | Executive Director  
507-467-2714 | [colleenf@eaglebluffmn.org](mailto:colleenf@eaglebluffmn.org)

## PROJECT FUNDING

Eagle Bluff Environmental Learning Center is seeking funding from the EDA Travel, Tourism, and Outdoor Recreation Grant for the expansion of its outdoor recreation offerings for the public.

**Total estimated project cost: \$4-5 million**

This includes the construction of a new visitors center building, enhancements to trails and trailheads, additional/upgraded interpretive signage, staffing costs for two full-time positions for 3 years, and outdoor recreation equipment for visitor rentals.



December 14, 2021

Dear U.S. Economic Development Administration,

The purpose of this letter is to confirm Fillmore County's support for Eagle Bluff Environmental Learning Center's proposal to the Travel, Tourism & Outdoor Recreation program for their Bluff Country Nature Center Project.

Eagle Bluff ELC proposes to construct a new, two-story nature/visitors center building located at the entrance to their center. The building will function as a welcome center for visitors from the public and will showcase interpretive displays about natural history, the Driftless Area, karst geology, and Eagle Bluff's history and campus highlights. Additionally, with this project Eagle Bluff proposes to make enhancements to their existing public hiking trails, build two outdoor amphitheater spaces for music, theater, and other outdoor performances, expand their public offerings throughout the year, as well as provide more opportunities for year-round outdoor recreation in the Fillmore County Area.

Fillmore County supports this proposed Bluff Country Nature Center project at Eagle Bluff ELC and affirmed their support through a motion passed at a regularly scheduled commission meeting on December 14th, 2021. The county finds that there would be a substantial benefit to the tourism and outdoor recreation in the region through this project by offering a great amenity to tourists and locals alike. Additionally, as there are nature centers in the surrounding counties but not Fillmore County, this project would provide a great new, year-round asset to our community. As a non-profit, Eagle Bluff ELC has a 40-plus year history of commitment to environmental stewardship, education and public engagement.

Thank you for your time and consideration regarding this funding request. As a county whose economy is heavily based around tourism and outdoor recreation, the COVID-19 pandemic has affected our community deeply. The pandemic has also greatly increased the desire for outdoor recreational opportunities across the area. This project will provide the physical space, staffing, and equipment to better serve the thousands of people looking for outdoor recreation and educational opportunities that visit our area each year.

Sincerely,

Bobbie J. Hillery  
Fillmore County, MN Administrator



# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/14/2021

Amount of time requested (minutes):

5

Dept.: Auditor/Treasurer

Prepared By:

Christy Smith

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

1. Review updated County fee schedule to be approved at the first board meeting in 2022.

Yes

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## FEE SCHEDULE

Approved by Board on \_\_\_\_\_

Effective Date \_\_\_\_\_



**FILLMORE COUNTY**

**PO Box 627**

**Preston MN 55965**

**Phone: (507) 765-2663**

**Fax: (507) 765-2662**

**[www.co.fillmore.mn.us](http://www.co.fillmore.mn.us)**

### COMMON FEES (unless noted under individual department)

#### *COPIES - Black and White*

|                                           |         |
|-------------------------------------------|---------|
| Letter and Legal size, single sided, each | \$ 0.25 |
| Letter and Legal size, double sided, each | \$ 0.50 |
| Ledger size (11" x 17"), each             | \$ 1.00 |
| Plat size (22" x 34"), each               | \$ 5.00 |

#### *COPIES - Color*

|                               |          |
|-------------------------------|----------|
| Letter and Legal size, each   | \$ 0.50  |
| Ledger size (11" x 17"), each | \$ 2.00  |
| Plat Size (22" x 34"), each   | \$ 10.00 |

|                     |         |
|---------------------|---------|
| FAX per page        | \$ 0.25 |
| LAMINATION per page | \$ 0.50 |

|                      |         |
|----------------------|---------|
| NOTARY, per document | \$ 1.00 |
|----------------------|---------|

|                             |         |
|-----------------------------|---------|
| MAILING LABELS, per address | \$ 0.05 |
|-----------------------------|---------|

### ADMINISTRATIVE SERVICES

|                                   |          |
|-----------------------------------|----------|
| TECHNOLOGY SERVICE FEES, per hour | \$ 50.00 |
|-----------------------------------|----------|

### ASSESSORS

|                              |                 |
|------------------------------|-----------------|
| AERIAL COLOR MAPS, each      | \$ 5.00         |
| CUSTOM MAPS (soil, CPI, etc) | \$ 25.00        |
| <b>CDOWN DATA EXTRACT</b>    | <b>\$ 45.00</b> |

#### PARCEL TAX SPLITS CALC PRIOR TO RECORDING

|                               |           |
|-------------------------------|-----------|
| Within 5 working days notice  | \$ 25.00  |
| Without 5 working days notice | \$ 100.00 |

|                   |          |
|-------------------|----------|
| SALES REPORT      | \$ 10.00 |
| RESEARCH PER HOUR | \$ 20.00 |

### AUDITOR-TREASURER (Licenses)

|                                |             |
|--------------------------------|-------------|
| AUCTIONEER                     | \$ 20.00    |
| FIREWORKS PERMIT               | \$ 20.00    |
| PRECIOUS METAL LICENSE         | \$ 50.00    |
| TOBACCO LICENSE FEE            | \$ 125.00   |
| TEMPORARY 1 DAY LIQUOR LICENSE | \$ 25.00    |
| 3.2% LIQUOR LICENSE            | \$ 40.00    |
| LIQUOR LICENSE - ON SALE       | \$ 1,200.00 |
| SUNDAY LIQUOR LICENSE          | \$ 50.00    |

### ATTORNEY

#### ATTORNEY FEES:

|           |           |
|-----------|-----------|
| ATTORNEY  | \$ 110.00 |
| PARALEGAL | \$ 85.00  |

#### SOCIAL SERVICES ATTORNEY FEES:

|           |           |
|-----------|-----------|
| ATTORNEY  | \$ 110.00 |
| PARALEGAL | \$ 50.00  |

### VITAL RECORDS

*Vital Records fees are determined by the State and may change accordingly*

#### CERTIFIED CERTIFICATES

|                           |          |
|---------------------------|----------|
| Birth - 1st copy          | \$ 26.00 |
| Birth - additional copies | \$ 19.00 |
| Death - 1st copy          | \$ 13.00 |
| Death - additional copies | \$ 6.00  |
| Marriage - copies         | \$ 9.00  |

#### NON-CERTIFIED CERTIFICATES

|                           |          |
|---------------------------|----------|
| Death - 1st copy          | \$ 13.00 |
| Death - additional copies | \$ 6.00  |
| Birth Verification        | \$ 9.00  |

|                  |           |
|------------------|-----------|
| MARRIAGE LICENSE | \$ 115.00 |
| Reduced Fee      | \$ 40.00  |
| Copy             | \$ 9.00   |

### AUDITOR-TREASURER

|                             |                 |
|-----------------------------|-----------------|
| <b>NOTARY RECORDING FEE</b> | <b>\$ 20.00</b> |
|-----------------------------|-----------------|

|                              |           |
|------------------------------|-----------|
| COUNTY AUDITOR'S CERTIFICATE | \$ 100.00 |
| BOND CERTIFICATE             | \$ 100.00 |
| AUDIT PACKET                 | \$ 100.00 |

|                              |                 |
|------------------------------|-----------------|
| <b>SPECIAL ASSESS SET-UP</b> | <b>\$ 50.00</b> |
|------------------------------|-----------------|

|                            |                  |
|----------------------------|------------------|
| <b>TIF DISTRICT SET-UP</b> | <b>\$ 100.00</b> |
|----------------------------|------------------|

|                               |          |
|-------------------------------|----------|
| TIF EARLY DECERTIFICATION FEE | \$ 50.00 |
|-------------------------------|----------|

|                |          |
|----------------|----------|
| REPURCHASE FEE | \$ 25.00 |
|----------------|----------|

|                                                                   |                 |
|-------------------------------------------------------------------|-----------------|
| <b>TAX SEARCH/CERTIFY (Auditor/Treasurer Cert. for Abstracts)</b> | <b>\$ 15.00</b> |
|-------------------------------------------------------------------|-----------------|

|                            |                  |
|----------------------------|------------------|
| <b>DELINQUENT TAX LIST</b> | <b>\$ 150.00</b> |
|----------------------------|------------------|

|                                                   |          |
|---------------------------------------------------|----------|
| DELINQUENT ADMINISTRATION FEE (applied March 1st) | \$ 35.00 |
|---------------------------------------------------|----------|

|                           |                 |
|---------------------------|-----------------|
| <b>MARRIAGE AMENDMENT</b> | <b>\$ 40.00</b> |
|---------------------------|-----------------|

|                                 |                 |
|---------------------------------|-----------------|
| <b>ORDINATION RECORDING FEE</b> | <b>\$ 20.00</b> |
|---------------------------------|-----------------|

|                        |         |
|------------------------|---------|
| ESCROW PER PARCEL/YEAR | \$ 5.00 |
|------------------------|---------|

|     |          |
|-----|----------|
| NSF | \$ 30.00 |
|-----|----------|

|       |          |
|-------|----------|
| PHOTO | \$ 15.00 |
|-------|----------|

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| PASSPORT FEES - see <a href="http://www.travel.state.gov">www.travel.state.gov</a> |  |
|------------------------------------------------------------------------------------|--|

**\*\*Postage Expenses shall be paid by requestor\*\***

## **PUBLIC WORKS - HIGHWAY**

### MAILBOX SUPPORT

|                                      |          |
|--------------------------------------|----------|
| Material (customer pick-up) plus tax | \$ 78.00 |
| Installation                         | \$ 32.00 |

### HOUSE MOVING PERMIT

|                   |             |
|-------------------|-------------|
| Non-Factory Built | \$ 50.00    |
| Bridge Analysis   | Actual Cost |

### OVER DIMENSION (WIDTH & LENGTH) AND WEIGHT LOADS

#### OVER DIMENSION NOT OVER WEIGHT LOAD PERMITS

|                                                                                             |                             |
|---------------------------------------------------------------------------------------------|-----------------------------|
| OVER WEIGHT (includes houses, factory-built mobile homes, double wide, and office trailers) | \$50.00/trip up to 10 trips |
|---------------------------------------------------------------------------------------------|-----------------------------|

**\*\*After 10 trips, no charge, but permit filing required\*\***

*All over dimension and overweight loads are required a permit for each trip, regardless of a fee being charged*

### STREET CLOSING FOR EVENTS

|                                            |           |
|--------------------------------------------|-----------|
| Community Event - with insurance agreement | \$0.00    |
| Private Event - with County Board approval | \$ 250.00 |

### UTILITY PERMIT (public water and/or sewer)

#### Longitudinal Installation:

|                                   |                      |
|-----------------------------------|----------------------|
| Permit and Review Application Fee | \$ 100.00            |
| Construction Permit - in Roadway  | \$500.00/mile + Bond |

#### Traverse Installation:

|                                   |                 |
|-----------------------------------|-----------------|
| Permit and Review Application Fee | \$ 100.00       |
| Construction Permit - in Roadway: |                 |
| Open Cut                          | \$150.00 + Bond |
| Trenchless                        | \$ 100.00       |

### UTILITY PERMIT (electricity, communications & gas)

#### Longitudinal Installation:

|                                       |                 |
|---------------------------------------|-----------------|
| Line along road, per mile             | \$ 50.00        |
| Travers Installation - Road Crossing: |                 |
| Underground Open Cut                  | \$150.00 + Bond |
| Aerial or Underground Trenchless      | \$150.00 + Bond |

### WORK IN PUBLIC RIGHT-OF-WAY

|                                          |                 |
|------------------------------------------|-----------------|
| Soil Boring                              | \$100.00 + Bond |
| No Charge for boring for County projects | \$50.00/boring  |
| RIGHT-OF-WAY PERMIT, DITCH OR SLOPE      | \$ 200.00       |
| MONITORING WELL/SOIL BORING PERMIT       | \$ 100.00       |

*\*Plus \$900 refundable fee to assure restoration and closing of well*

*\*Well not closed in five years shall be assessed a \$200/year monitoring fee*

## **SHERIFF (Jail)**

|                            |          |
|----------------------------|----------|
| BOOKING FEE                | \$ 10.00 |
| HUBER FEES                 | \$ 25.00 |
| DANGEROUS DOG FEE          | \$ 75.00 |
| PAY TO STAY, per day       | \$ 25.00 |
| WEEKENDER STAY             | \$ 75.00 |
| URINALYSIS                 | \$ 10.00 |
| OUT OF COUNTY PRISONER FEE | \$ 75.00 |

**\*\*Postage Expenses shall be paid by requestor\*\***

## **RECORDER SERVICES**

|                                             |           |
|---------------------------------------------|-----------|
| CERTIFICATE (ABSTRACT)                      | \$ 75.00  |
| CONTINUATION CERTIFICATE                    | \$ 75.00  |
| UPDATE ABSTRACT OR CONTINUATION, per entry  | \$ 5.00   |
| O&E (Includes Deed Copy)                    | \$ 60.00  |
| O&E 2 OWNER (Includes Deed Copy)            | \$ 85.00  |
| <i>*O&amp;E reports are emailed</i>         |           |
| TITLE REPORT (Final, Payment with Order)    | \$ 25.00  |
| 40 YR SEARCH (\$5 per entry; \$200 minimum) | \$ 200.00 |

*\*Document Copies Extra\**

### SEARCH RECORDS

\$35/Hour

#### NAME SEARCH

\$15/Name

#### Includes:

District Court  
Federal Judgment  
State Tax Lien  
Fed Tax Lien  
Bankruptcy

### TAX SEARCH

\$15/Parcel

#### Includes:

Current  
Delinquent  
Special Assessment

### EXHIBIT/ATTACHMENT

\$1/Page

### EXHIBIT/ATTACHMENT EMAIL

\$0.25/Page

### FAX

\$1/Page, \$5 Minimum

### INVOICE SENT WITH ALL ORDERS

### DUE UPON DELIVERY

## **SHERIFF (Administration)**

|                                                             |                 |
|-------------------------------------------------------------|-----------------|
| SERVICE FEE FOR ALL PAPERS (FIVE (5) ATTEMPTS)              | \$ 80.00        |
| SERVICE FEE FOR 2ND PERSON AT SAME RESIDENCE                | \$ 40.00        |
| SERVICE FEE FOR "NOT FUND"                                  | \$ 80.00        |
| POSTING OF DOCUMENT                                         | \$ 80.00        |
| POSTING OF (3) THREE FORECLOSURE NOTICES                    | \$ 80.00        |
| WRIT OF EXECUTION SERVICE FEE                               | \$ 80.00        |
| WRIT OF EXECUTION LEVY FEE (TO EMPLOYER/BANK)               | \$ 15.00        |
| COMMISSION ON WRIT OF EXECUTION AFTER LEVY                  | 5%              |
| MECHANIC LIEN SALE                                          | \$ 100.00       |
| SHERIFF'S SALE - OTHER (PLUS TIME)                          | \$ 80.00        |
| SHERIFF'S WRIT OF EXECUTION SALE (PLUS TIME)                | \$ 80.00        |
| SHERIFF'S FORECLOSURE SALE                                  | \$ 80.00        |
| LATE POSTPONEMENT/CANCELLATION SHERIFF'S SALE               | \$ 80.00        |
| REDEMPTION OF REAL ESTATE FEE                               | \$ 150.00       |
| REPLEVIN (PLUS TIME)                                        | \$ 80.00        |
| EVICION ON WRIT OF RESTITUTION (PLUS TIME)                  | \$ 80.00        |
| <b>GUN PERMIT FEE (ACT. MILITARY/VETERAN/1ST RESPONDER)</b> | <b>\$ 50.00</b> |
| GUN PERMIT FEE (CARRY)                                      | \$ 100.00       |
| GUN PERMIT RENEWAL FEE (CARRY)                              | \$ 75.00        |
| GUN PERMIT FEE (CARRY) LATE RENEWAL (1-30 days after exp.)  | \$ 85.00        |
| COPY OF VIDEO TAPE                                          | \$ 20.00        |
| COPY OF DVD/CD                                              | \$ 10.00        |



## ZONING

|                                     |                         |
|-------------------------------------|-------------------------|
| NEW DWELLING OR DWELLING ADDITION   | \$10.00 per 100 sq. ft. |
| ACCESSORY BUILDING (\$8.00 minimum) | \$7.50 per 100 sp. Ft.  |

### FEEDLOT RELATED BUILDING PERMITS:

|                        |           |
|------------------------|-----------|
| ENGINEERED MANURE PITS |           |
| over 20,000 gallons    | \$ 750.00 |
| under 20,000 gallons   | \$ 100.00 |

*\*\*Maximum permit fee of \$1,500.00 on feedlot building permits including pits, building and flat concrete work for feedlots\*\**

### WATER TEST KITS (subject to change by state)

|                                                   |              |
|---------------------------------------------------|--------------|
| Nitrates and Bacteria ( <b>real estate test</b> ) | \$60.00 each |
| Bacteria ONLY - Fillmore SWCD                     | \$50.00 each |

*(Reduced priced bacteria ONLY kits available for **\$20.00** through Fillmore SWCD for households containing a pregnant female or infant under the age of (1) one)*

|                                                                                                                   |                       |
|-------------------------------------------------------------------------------------------------------------------|-----------------------|
| CONDITIONAL USE PERMIT (Adult Use)                                                                                | \$ 1,500.00           |
| CONDITIONAL USE PERMIT (Country Inn, Sand Pits, Rock Quarries, All Others) <b>*removed Construction Aggregate</b> | \$450.00 initial cost |
| <b>CONDITIONAL USE PERMIT FOR INDUSTRIAL MINING</b>                                                               | \$750.00 initial cost |

|                                                                          |                                       |
|--------------------------------------------------------------------------|---------------------------------------|
| <b>ANNUAL FEES FOR INDUSTRIAL MINING, SAND PITS, &amp; ROCK QUARRIES</b> | \$150.00 annually after CUP is issued |
|--------------------------------------------------------------------------|---------------------------------------|

|                                   |           |
|-----------------------------------|-----------|
| TRANSFER OF CONDITIONAL US PERMIT | \$ 150.00 |
| VARIANCE                          | \$ 450.00 |

### RELIEF FROM ZA DECISION

|                                  |           |
|----------------------------------|-----------|
| Appeal to Board of Adjustment    | \$ 450.00 |
| Pertaining to the Late Fees ONLY | \$ 100.00 |

|                  |           |
|------------------|-----------|
| LATE FEE/PENALTY | \$ 500.00 |
| REZONING         | \$ 500.00 |

### SSTS (SEWER PERMIT)

|                                                             |           |
|-------------------------------------------------------------|-----------|
| <b>Holding Tank, Gray Water, Standard and Mound Systems</b> | \$ 350.00 |
|-------------------------------------------------------------|-----------|

|                               |           |
|-------------------------------|-----------|
| ACCESS PERMIT                 | \$ 200.00 |
| RURAL HOME BASED BUSINESS     | \$ 250.00 |
| BED & BREAKFAST ESTABLISHMENT | \$ 250.00 |
| FILL PERMIT                   | \$ 150.00 |
| NEW ADDRESS FEE (911 Address) | \$ 100.00 |

## COMMUNITY SERVICES

|                       |           |
|-----------------------|-----------|
| LICENSED CHILD CARE   | \$ 50.00  |
| Relicensed Child Care | \$ 50.00  |
| Background Study Fee  | \$ 100.00 |

## RESOURCE RECOVERY CENTER

|                                                        |           |
|--------------------------------------------------------|-----------|
| LANDFILL MATERIAL (PER TON)                            | \$ 100.00 |
| (Minimum Charge of \$5.00 for loads 80 pounds or less) |           |
| SOLID WASTE MANAGEMENT TAX                             | 17%       |
| OUT OF COUNTY RECYCLABLES (PER TON)                    | \$ 117.00 |
| UNSECURED LOAD                                         | \$ 20.00  |
| SPECIAL HANDLING                                       | \$ 20.00  |

### WHITE GOODS:

|                                                                                            |          |
|--------------------------------------------------------------------------------------------|----------|
| HOUSEHOLD SIZE (NON-FREON: Washers, Dryers, Microwaves, Water Heaters/Softeners, Furnaces) | \$ 10.00 |
| HOUSEHOLD SIZE (FREON: Refrigerators, AC units, De-Humidifiers, Water Coolers)             | \$ 15.00 |
| COMMERICAL                                                                                 | \$ 20.00 |

### ELECTRONICS:

|                                                                                                                                                       |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| TVs, COMPUTER MONITORS (with desktop, printer, keyboard, mouse) LAPTOPS, each                                                                         | \$ 15.00                   |
| ALL OTHER ELECTRONICS (printer, desktop, scanner, fax machine, copier, stereo, VCR, DVD/Blu-Ray Player, Game Console, mouse, keyboard, tablets, etc.) | \$0.25/pound (min. \$2.50) |

### TIRE PRICES: ALL TIRES MUST BE DRY WITH MUD AND DIRT REMOVED

*\*\*Tires left on the rim will be charged double the original fee\*\**

|                                                                   |              |
|-------------------------------------------------------------------|--------------|
| OFF RIM (Bicycle, Lawn Mower)                                     | \$ 1.00      |
| OFF RIM (car, Light Truck, Motorcycle, Small Trailer, Wagon, ATV) | \$ 3.00      |
| OFF RIM (Large Truck/Semi and Implement)                          | \$ 10.00     |
| OFF RIM (Small Agriculture Tire)                                  | \$ 30.00     |
| OFF RIM (Large Front and Rear Tractor)                            | \$ 45.00     |
| OFF RIM OFF ROAD TIRES (Manure Spreader, Combine, Loader, etc.)   | \$ 50.00     |
| VEHICLE TREADS/TRACKS                                             | \$0.25/pound |

### LIGHT BULBS:

|                                                                                 |              |
|---------------------------------------------------------------------------------|--------------|
| 4 FOOT OR LESS                                                                  | \$ 0.50      |
| OVER 4 FOOT, U-SHAPED, CIRCULAR, LED, HALOGEN, AND SHIELDED                     | \$ 1.00      |
| HIGH INTENSITY, ULTRA-VIOLET, HIGH PRESSURE SODIUM, METAL HALIDE, MERCURY VAPOR | \$ 2.50      |
| NEON FIXTURES                                                                   | \$4.00/pound |

### OIL FILTERS:

|                      |         |
|----------------------|---------|
| ONE QUART OR SMALLER | \$ 0.50 |
| OVER ONE QUART       | \$ 1.00 |

### BALLASTS:

|                    |         |
|--------------------|---------|
| NON PCB CONTAINING | \$ 0.50 |
| PCB CONTAINING     | \$ 3.50 |

**Batteries:** All types accepted at our Preston Facility Free of Charge

**Sharps:** Household quantities accepted for Free. Must be placed in hard-sided, plastic container such as a detergent bottle

**Ink Cartridges:** All types accepted for recycling at our Preston Facility Free of Charge

**Recycling:** Recycling is free and available at our Preston Facility & Remote Site:

**\*\*Postage Expenses shall be paid by requestor\*\***



## **Changes Made for 2022 Fee Schedule**

### **Assessor's Office**

\*Added "CDOWN Data Extact" for \$45.00

### **Recorder Services**

\*Removed "With Copy (copy of abstract)"

\*Removed "Postage"

### **Auditor-Treasurer's Office**

\*Added "Notary Recording Fee" for \$20.00

\*Added "Marriage Amendment" for \$40.00

\*Added "Ordination Recording Fee" for \$20.00

\*Updated "Special Assessment Set-Up Fee" from \$10 to \$50

\*Updated "TIF District Set-Up Fee" from \$10 to \$100

\*Updated "Delinquent Tax List Fee" from \$200 to \$150

\*Updated "Tax Search/Certify Fee" from \$8 to \$15

### **Attorney's Office**

\*Updated Attorney Fees: Attorney from \$100 to \$110

\*Updated Social Services Fees: Attorney from \$95 to \$110

\*Updated Social Services Fees: Paralegal from \$45 to \$50

\*Removed Social Services Fees: Legal Secretary

### **Highway Office**

\*Updated Mailbox Support: Materials from \$75 to \$78

\*Updated Mailbox Support: Installation from \$35 to \$32

### **Sheriff (Administrative)**

\*Added "Gun Permit Fee (Act. Military/Vet/1st Resp)" for \$50.00

### **Resource Recovery Center**

\*Updated entire fee listings to match Price List provided by office (list enclosed with documents)

### **Zoning Office**

\*Updated \*Updated fee amount from \$50 to \$60

\*Added note "real estate test"

\*Updated \*Updated fee amount from \$25 to \$50

\*Updated reduced fee from \$10 to \$20

\*Updated \*Added Rock Quarries

\*Removed Construction Aggregate

\*Removed \$150.00 annual fee

\*Updated \$750 "Conditional Use Permit" listing to include "...for Industrial Mining

\*Updated \$150 annual fee listing to state "Annual fees for Industrial Mining, Sand Pits & Rock Quarries

\*Updated "Holding Tank Listing" to read as "...Standard & Mound Systems"

\*Removed "Mound System Homeowner Installation" for \$750.00

### **Vital Records**

\*Removed "Notary Public Registration" as was duplicate of "Notary Recording Fee"

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/14/2021

Amount of time requested (minutes):

20

Dept.: Sheriff's Office

Prepared By:

John DeGeorge

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

Proposal for purchase and setup of 2022 Ford Explorer Squad Car

Yes, attached

Proposal for replacement of Jail Camera DVR system by using the  
lower of the 2 quotes included, provided by Ban-Koe Systems Group Inc.

Yes, attached

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

**Prepared For:** Fillmore County  
Boyum, Lance

**Date** 11/23/2021  
**AE/AM** QDN/MW

**Unit #**

**Year** 2022 **Make** Ford **Model** Explorer

**Series** Base 4dr 4x4

**Vehicle Order Type** Ordered **Term** 60 **State** MN **Customer#** 583067

|              |                                                       |
|--------------|-------------------------------------------------------|
| \$ 29,804.20 | Capitalized Price of Vehicle <sup>1</sup>             |
| \$ 0.00 *    | Sales Tax <u>7.3750%</u> <b>State</b> <u>MN</u>       |
| \$ 352.75 *  | Initial License Fee                                   |
| \$ 0.00      | Registration Fee                                      |
| \$ 500.00    | Other:Courtesy Delivery Fee                           |
| \$ 0.00      | Capitalized Price Reduction                           |
| \$ 0.00      | Tax on Capitalized Price Reduction                    |
| \$ 0.00      | Gain Applied From Prior Unit                          |
| \$ 0.00 *    | Tax on Gain On Prior                                  |
| \$ 0.00 *    | Security Deposit                                      |
| \$ 0.00 *    | Tax on Incentive ( Taxable Incentive Total : \$0.00 ) |

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| \$ 30,304.20     | Total Capitalized Amount (Delivered Price)                                      |
| \$ 409.11        | Depreciation Reserve @ <u>1.3500%</u>                                           |
| \$ 119.38        | Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup> |
| <b>\$ 528.49</b> | <b>Total Monthly Rental Excluding Additional Services</b>                       |

**Additional Fleet Management**

Master Policy Enrollment Fees

|         |                                            |
|---------|--------------------------------------------|
| \$ 0.00 | Commercial Automobile Liability Enrollment |
|         | Liability Limit <u>\$0.00</u>              |

|         |                            |
|---------|----------------------------|
| \$ 0.00 | Physical Damage Management |
|---------|----------------------------|

|          |                                                                     |
|----------|---------------------------------------------------------------------|
| \$ 70.50 | Full Maintenance Program <sup>3</sup> Contract Miles <u>100,000</u> |
|          | Incl: # Brake Sets (1 set = 1 Axle) <u>1</u>                        |

**\$ 70.50 Additional Services SubTotal**

|         |                          |
|---------|--------------------------|
| \$ 0.00 | Sales Tax <u>7.3750%</u> |
|---------|--------------------------|

**State** MN

**\$ 598.99 Total Monthly Rental Including Additional Services**

|             |                                        |
|-------------|----------------------------------------|
| \$ 5,757.60 | Reduced Book Value at <u>60</u> Months |
|-------------|----------------------------------------|

|           |                                         |
|-----------|-----------------------------------------|
| \$ 350.00 | Service Charge Due at Lease Termination |
|-----------|-----------------------------------------|

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name**

**Exterior Color** (0 P) Carbonized Gray Metallic

**Interior Color** (0 I) Sandstone w/Cloth Captain's Chairs

**Lic. Plate Type** Government

**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0500 Per Mile

# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** Fillmore County

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2022 Ford Explorer Base 4dr 4x4 - US

Series ID: K8B

Pricing Summary:

|                    | INVOICE            | MSRP               |
|--------------------|--------------------|--------------------|
| Base Vehicle       | \$34,188           | \$35,245.00        |
| Total Options      | \$0.00             | \$0.00             |
| Destination Charge | \$1,295.00         | \$1,295.00         |
| <b>Total Price</b> | <b>\$35,483.00</b> | <b>\$36,540.00</b> |

SELECTED COLOR:

Exterior: M7-(0 P) Carbonized Gray Metallic

Interior: 7N-(0 I) Sandstone w/Cloth Captain's Chairs

SELECTED OPTIONS:

| CODE    | DESCRIPTION                                  | INVOICE  | MSRP     |
|---------|----------------------------------------------|----------|----------|
| 100A    | Equipment Group 100A                         | NC       | NC       |
| 119WB   | 119.1" Wheelbase                             | STD      | STD      |
| 425     | 50 State Emissions System                    | STD      | STD      |
| 44T     | Transmission: 10-Speed Automatic             | Included | Included |
| 7       | Cloth Captain's Chairs                       | Included | Included |
| 7N_01   | (0 I) Sandstone w/Cloth Captain's Chairs     | NC       | NC       |
| 99H     | Engine: 2.3L EcoBoost I-4                    | Included | Included |
| CONNECT | FordPass Connect                             | Included | Included |
| M7_05   | (0 P) Carbonized Gray Metallic               | NC       | NC       |
| PAINT   | Monotone Paint Application                   | STD      | STD      |
| STDAX   | 3.58 Non-Limited-Slip Rear Axle Ratio        | Included | Included |
| STDGV   | GVWR: 6,160 lbs                              | Included | Included |
| STDRD   | Radio: AM/FM Stereo                          | Included | Included |
| STDTR   | Tires: P255/65R18 AS BSW                     | Included | Included |
| STDWL   | Wheels: 18" 5-Spoke Silver-Painted Aluminum  | Included | Included |
| SYNC    | SYNC 3 Communications & Entertainment System | Included | Included |

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Body Material: galvanized steel/aluminum body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Voice Activated A/C: voice activated air conditioning  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: SYNC 3 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 5 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Reverse Sensing System rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Oil Level Gauge: oil level gauge  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Bulb Failure Warning: bulb-failure warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: SecuriLock immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: Terrain Management System ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 35-30-35 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

3rd Row Seat Type: fixed third row 50-50 bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD



2755 Geneva Ave N. Oakdale, MN 55128  
 orders@eatimn.com  
 651-765-2657

# Quote

| Date      | Quote #     |
|-----------|-------------|
| 12/2/2021 | JP120221-02 |

| Name / Address                                                  |
|-----------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965 |

| Ship To                                                                                     |
|---------------------------------------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>ATTN: LANCE BOYUM<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965<br>USA |

| P.O. No. | Terms  | Quote Valid Until | Account # | Rep | FOB        |
|----------|--------|-------------------|-----------|-----|------------|
| LANCE    | NET 30 | 6/13/2019         |           | JLP | Oakdale,MN |

| Qty | Item               | Description                                                                                                                                                                                                                                                                                                                                                                                                                         | U/M | Price  | Total  |
|-----|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|--------|
| 1   | POLICY             | PARTS AND LABOR WILL BE INVOICED SEPARATELY. YOUR PARTS WILL BE INVOICED COMPLETE ONCE THEY ARE RECEIVED. YOUR PARTS WILL BE MARKED WITH YOUR NAME AND ORDER NUMBER, AND WILL BE HELD IN OUR WAREHOUSE. YOU MAY, AT YOUR DISCRETION, REQUEST THAT THE PARTS BE DELIVERED TO YOU OR YOU MAY PICK THEM UP. (DELIVERY CHARGES MAY APPLY). LABOR, STRIP, SHOP SUPPLIES, ETC., WILL BE INVOICED FOLLOWING THE COMPLETION OF THE VEHICLE. |     | 0.00   | 0.00   |
| 1   | EATI WARRANTY      | VEHICLE BUILD INCLUDES EATI LIFETIME WARRANTY WHICH COVERS OUR INSTALLATION AND WORKSMANSHIP FOR THE LIFETIME OF THE VEHICLE UNDER NORMAL USE - ALL NEW PRODUCTS CARRY THEIR RESPECTIVE MANUFACTURERS' WARRANTIES                                                                                                                                                                                                                   | ea  | 0.00   | 0.00   |
| 1   | PICKUP AND DELIVER | PICKUP AND DELIVERY OF VEHICLE                                                                                                                                                                                                                                                                                                                                                                                                      |     | 0.00   | 0.00   |
| 1   | STRIP              | ***VEHICLE TO BE STRIPPED IS A 2016 DODGE DURANGO CIVILIAN - EQUIPMENT TO BE REUSED FROM THE STRIP WILL BE MOTOROLA 2500 XTL RADIO AND HAVIS DOCKING STATION***<br>STRIP EQUIPMENT FROM VEHICLE, RESTORE HEADLIGHT AND HORN FUNCTIONS, PLUG HOLES, ETC.                                                                                                                                                                             | VEH | 500.00 | 500.00 |

CUSTOMER ACCEPTANCE SIGNATURE \_\_\_\_\_





# Quote

2755 Geneva Ave N. Oakdale, MN 55128  
 orders@eatimn.com  
 651-765-2657

| Date      | Quote #     |
|-----------|-------------|
| 12/2/2021 | JP120221-02 |

| Name / Address                                                  |
|-----------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965 |

| Ship To                                                                                     |
|---------------------------------------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>ATTN: LANCE BOYUM<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965<br>USA |

| P.O. No. | Terms  | Quote Valid Until | Account # | Rep | FOB        |
|----------|--------|-------------------|-----------|-----|------------|
| LANCE    | NET 30 | 6/13/2019         |           | JLP | Oakdale,MN |

| Qty | Item               | Description                                                                                                                                                                                            | U/M | Price  | Total  |
|-----|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|--------|
| 1   | CUST SUPPLIED PART | PARTS SUPPLIED FROM STRIP -<br>MOTOROLA XTL 2500 RADIO, HAVIS<br>DOCKING STATION                                                                                                                       |     | 0.00   | 0.00   |
| 1   | CONTACT            | LANCE BOYUM<br>#507.765.3874<br>LBOYUM@CO.FILLMORE.MN.US                                                                                                                                               |     | 0.00   | 0.00   |
| 1   | VEHICLE            | 2022 FORD EXPLORER UNMARKED                                                                                                                                                                            |     | 0.00   | 0.00   |
| 1   | ETFBSSN-P          | SOUNDOFF SOLID STATE TAIL LIGHT<br>FLASHER - 12 WIRE - ISOLATED<br>POSITIVE OUTPUTS                                                                                                                    | ea  | 41.31  | 41.31  |
| 2   | I2E                | WHELEN ION DUO LINEAR SUPER LED<br>LIGHTHEAD - UNIVERSAL MOUNT -<br>DUAL COLOR BLUE/WHITE - BLUE<br>PRIMARY - WHITE OVERRIDE<br><br>*** MOUNT 1 IN PASSENGER SIDE REAR<br>3/4 WINDOW & 1 IN GRILLE *** | ea  | 99.18  | 198.36 |
| 2   | I2D                | WHELEN ION DUO LINEAR SUPER LED<br>LIGHTHEAD - UNIVERSAL MOUNT -<br>DUAL COLOR RED/WHITE - RED<br>PRIMARY - WHITE OVERRIDE<br><br>*** MOUNT 1 IN PASSENGER SIDE REAR<br>3/4 WINDOW & 1 IN GRILLE ***   | ea  | 99.18  | 198.36 |
| 1   | HHS3200            | HHS3200 SIREN AMPLIFIER W/ HAND<br>HELD CONTROL HEAD                                                                                                                                                   |     | 363.08 | 363.08 |
| 1   | SA315P             | WHELEN 100 WATT COMPOSITE<br>HOUSING SIREN SPEAKER - BRACKETS<br>SOLD SEPARATELY                                                                                                                       |     | 198.94 | 198.94 |
| 1   | SAK66D             | WHELEN SAK66D - SA315 DRIVER SIDE<br>MOUNTING BRACKET FOR 2020+ FORD<br>EXPLORER AND FORD POLICE<br>INTERCEPTOR UTILITY                                                                                | ea  | 24.94  | 24.94  |

CUSTOMER ACCEPTANCE SIGNATURE \_\_\_\_\_



# Quote

2755 Geneva Ave N. Oakdale, MN 55128  
 orders@eatimn.com  
 651-765-2657

| Date      | Quote #     |
|-----------|-------------|
| 12/2/2021 | JP120221-02 |

| Name / Address                                                  |
|-----------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965 |

| Ship To                                                                                     |
|---------------------------------------------------------------------------------------------|
| FILLMORE CO. SHERIFF<br>ATTN: LANCE BOYUM<br>901 HOUSTON ST. NW<br>PRESTON, MN 55965<br>USA |

| P.O. No. | Terms  | Quote Valid Until | Account # | Rep | FOB        |
|----------|--------|-------------------|-----------|-----|------------|
| LANCE    | NET 30 | 6/13/2019         |           | JLP | Oakdale,MN |

| Qty | Item                  | Description                                                                                                                                                                                                                                               | U/M | Price    | Total    |
|-----|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| 1   | ENFWB00BAA            | SOUNDOFF SIGNAL nFORCE INTERIOR UNDERCOVER LIGHTBAR - FRONT PASSENGER SIDE ONLY 3 HEAD - FOR 2020+ FORD PIU & EXPLORER WITH OPTION 76P - 12 LED DUAL COLOR - (DS) R/W, B/W, B/W (PS) - INCLUDES BREAKOUT BOX, NO PLUG N' PLAY                             | ea  | 426.36   | 426.36   |
| 1   | ENFWB009MX            | SOUNDOFF - NFORCE REAR FULL SIZE INTERIOR BAR - FOR 2020+ FORD EXPLORER VEHICLE EQUIPPED WITH 76P - 12 LED DUAL COLOR - (DS) R/W R/W R/W B/W B/W B/W (PS) - INCLUDES BREAKOUT BOX & PLUG N PLAY SPLITTER FOR USE WITH REMOTE/HAND HELD SIREN (PNFLBSPLT1) | ea  | 551.31   | 551.31   |
| 1   | PKG-PSM-3006          | HAVIS PASSENGER SIDE PREMIUM COMPUTER MOUNT PACKAGE FOR 2020+ FORD UTILITY                                                                                                                                                                                | ea  | 515.165  | 515.17   |
| 1   | CG-X                  | HAVIS CHARGE GUARD PROGRAMMABLE AUTO ON/OFF TIMER 12V NEG GROUND. PROGRAMMABLE FROM 5 SECONDS TO ETERNITY.                                                                                                                                                | ea  | 71.379   | 71.38    |
| 1   | SHIPPING AND HANDLING | SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN                                                                                                                                                                       |     | 0.00     | 0.00     |
| 1   | LABOR-JORDAN          | LABOR CHARGE FOR SERVICES PERFORMED:                                                                                                                                                                                                                      | hr  | 2,250.00 | 2,250.00 |
| 1   | SHOP SUPPLIES         | STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING MATERIALS AS NEEDED FOR WORK PERFORMED                                                                                                                                                     |     | 450.00   | 450.00   |

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

**Total** \$5,789.21

CUSTOMER ACCEPTANCE SIGNATURE \_\_\_\_\_

**SALES AGREEMENT**

9401 James Ave. South, STE 180, Minneapolis, MN 55431  
tel (952) 888-6688 | fax (952) 888-3344

CUSTOMER PO:

SALESPERSON: GREG EVANS

DATE: 11/15/2021

PROJECT: Fillmore County Sheriff  
ADDRESS: 901 Houston St NW  
ADDRESS2:  
CITY, STATE ZIP: Preston, MN 55965  
CONTACT: Jamie Fenske  
PHONE: (507) 765-2846  
EMAIL: jfenske@co.fillmore.mn.us

OWNER: Fillmore County Sheriff  
ADDRESS: 901 Houston St NW  
ADDRESS2:  
CITY, STATE ZIP: Preston, MN 55965  
CONTACT: Jamie Fenske  
PHONE: (507) 765-2846  
EMAIL: jfenske@co.fillmore.mn.us

BILL TO: Fillmore County Sheriff  
ADDRESS: 901 Houston St NW  
ADDRESS2:  
CITY, STATE ZIP: Preston, MN 55965  
CONTACT: Jamie Fenske  
PHONE: (507) 765-2846  
EMAIL: jfenske@co.fillmore.mn.us

SHIP TO: Ban-Koe Companies  
ADDRESS: 9401 James Ave. South, STE 180  
ADDRESS2:  
CITY, STATE ZIP: Minneapolis, MN 55431-2200  
CONTACT:  
PHONE: (952) 888-6688  
EMAIL:

THIS ORDER WILL SHIP: Upon Factory Availability  
TERMS OF SALE: 100% Due Upon Receipt of Invoice  
METHOD OF PAYMENT: Ban-Koe Will Invoice Customer

ORDER SUMMARY: Video Surveillance VMS Upgrade

| QTY | DESCRIPTION                    | SYSTEM PRICE |
|-----|--------------------------------|--------------|
| 1   | Video Surveillance VMS Upgrade | \$ 9,877.15  |

Proposal includes replacement of existing NVR's with Wave VMS, programming, and training.  
This upgrade will reuse existing cameras on system.  
Client software can be installed at 3 workstations and includes a mobile application.

{see attached pages for details on your product order}

SUB-TOTAL: \$ 9,877.15  
TAX: NOT INCLUDED  
TOTAL \$ 9,877.15  
DEPOSIT: \$  
BALANCE: \$ 9,877.15

**SHIPPING & HANDLING INCLUDED****REMIT ALL PAYMENTS TO THIS ADDRESS:**

BAN-KOE COMPANIES  
9401 JAMES AVE. SOUTH, STE. 180  
MINNEAPOLIS, MN 55431

**TERMS & CONDITIONS**

The attached proposal is valid for Thirty (30) Days. After Thirty (30) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions, pages 2 and 3 attached herein, and the Sales Addendum Page (if used). Ban-Koe will commence final connections, check-out, certification, and training upon receipt of 90% of the total order. Finance charges will apply on any past due amounts at a rate of 1.5% \*18% APR or \$25.00 whichever is greater. Credit Card payments are subject to a 3% processing fee on the total amount charged.

BAN-KOE SIGNS HERE:

BY (X): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CUSTOMER SIGNS HERE:

BY (X): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



DATE: 11/15/2021

JOB: FILLMORE COUNTY SHERIFF  
901 HOUSTON ST NW

PRESTON, MN 55965

SYSTEM: Video Surveillance VMS Upgrade

QTY DESCRIPTION

|   |                                 |
|---|---------------------------------|
| 1 | WAVE Recording Server           |
| 8 | WAVE, 4 channel encoder license |
| 2 | 16 Channel Encoder              |



**ACCURATECONTROLS, INC.**  
SECURITY AUTOMATION SYSTEMS

420 E. Oshkosh Street  
Ripon, WI 54971  
Phone: 920.748.6603  
FAX: 920.748.9397

**Quotation #** 211210FC

|                                                                                                                                                                                     |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Sold To:</b><br>Jamie Fenske Jail Administrator<br>Fillmore County Jail<br>901 Houston St NW<br>Preston, MN 55965<br>Phone: 507-765-2846 Fax: 0 Email: jfenske@co.fillmore.mn.us | <b>Date:</b> 12/10/2021<br><b>Quoted By:</b> Jeromy Dahlke |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

**Description:**

This quotation is for Accurate Controls to provide new headend Avigilon VMS equipment and (2) new workstation computers to the facility. This quotation will also include (4) 24" monitors for viewing cameras. And the monitors selected is based on what is available from our vendor. Accurate Controls will setup the new server and encoders to record the existing analog cameras at the facility. An Accurate Controls technician will come to site for demolition of the existing equipment that is being upgraded, installation of the new equipment, and testing of the new system. To keep costs down, Accurate Controls will be reusing the existing equipment cabinet, power source, and raceways. Also, any new wire is not a part of this quotation and not provided by Accurate Controls. Also the assumption is made that no integrated camera callup functionality is being made between the new VMS system and the unknown security controls systems.

**Exceptions**

All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm. excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.

a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.

b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.

c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

| Parts Description:                                | Quantity: | Unit Price: | Amount:            |
|---------------------------------------------------|-----------|-------------|--------------------|
| NVR4X Standard 48TB 2U Rack Mnt; Windows 10; NA   | 1         | \$19,015.61 | \$19,015.61        |
| ACC 7 Enterprise camera channel                   | 9         | \$235.16    | \$2,116.44         |
| Analog Video Encoder                              | 8         | \$285.36    | \$2,282.88         |
| 4x 8MP H4 Multisensor Camera Module with 4mm Lens | 1         | \$1,985.09  | \$1,985.09         |
| POE++ Injector; 60W; NA                           | 1         | \$124.07    | \$124.07           |
| IR Illuminator Ring for H4 Multisensor            | 1         | \$272.94    | \$272.94           |
| Outdoor Dome Cover for H4 Multisensor             | 1         | \$132.33    | \$132.33           |
| Avigilon Corner Mount Adapter                     | 1         | \$74.45     | \$74.45            |
| Pendant Mount Adapter for H4 Multisensor          | 1         | \$132.33    | \$132.33           |
| Wall Arm for H4 IRPTZ or H4 Multisensor           | 1         | \$78.59     | \$78.59            |
| Remote Monitoring Workstation, 2 Monitors, NA     | 2         | \$1,621.80  | \$3,243.60         |
| Pelco 24" monitors                                | 4         | \$727.43    | \$2,909.72         |
| 0                                                 | 0         | \$0.00      | \$0.00             |
| 0                                                 | 0         | \$0.00      | \$0.00             |
| 0                                                 | 0         | \$0.00      | \$0.00             |
|                                                   |           |             | <b>\$32,368.05</b> |

|                                 |                 |
|---------------------------------|-----------------|
| <b>Shipping &amp; Handling:</b> | <b>\$647.36</b> |
|---------------------------------|-----------------|

| Labor Description:             | Hours: | Unit Price: | Amount:           |
|--------------------------------|--------|-------------|-------------------|
| Field Technician               | 16     | \$145.00    | \$2,320.00        |
| Programming                    | 0      | \$191.00    | \$-               |
| Project Management             | 8      | \$112.00    | \$896.00          |
| Engineering                    | 24     | \$191.00    | \$4,584.00        |
| CAD                            | 0      | \$112.00    | \$-               |
| Manufacturing / Testing        | 0      | \$100.00    | \$-               |
| Testing Certification/Training | 8      | \$145.00    | \$1,160.00        |
|                                |        |             | <b>\$8,960.00</b> |

|                              |                       |   |                |
|------------------------------|-----------------------|---|----------------|
| <b>Subcontract Services:</b> | <b>Subcontractor:</b> | 0 | <b>Amount:</b> |
| Subcontractor materials      |                       |   | \$-            |
| Subcontractor labor          |                       |   | \$-            |
|                              |                       |   | \$-            |

|                               |                    |
|-------------------------------|--------------------|
| <b>Travel &amp; Per Diem:</b> | <b>\$1,340.40</b>  |
| <b>Total Quotation:</b>       | <b>\$43,315.81</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Warranty:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 year |
| Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism. |        |

Respectfully:

*Jeromy Dahlke*

Director of Customer Service Sales  
jdahlke@accuratecontrols.com

*Thank you for your business!*

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Quotation valid for 30 days, subject to change thereafter.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/14/2021

Amount of time requested (minutes):

5

Dept.: Zoning

Prepared By:

Kristi Ruesink for Cristal Adkins

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

Consider an access permit to widen the existing field drive for Justin Boyum, section 13 of Arendahl Township.

Yes

*NOTE: Cristal spoke with Justin regarding the drive, the red circle on the map is where the existing drive would be widened, a new drive would not be installed.*

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date**. Items received after this time **will not** be placed on the Board agenda. All requests should be sent to: [bhillery@co.fillmore.mn.us](mailto:bhillery@co.fillmore.mn.us); [tkraling@co.fillmore.mn.us](mailto:tkraling@co.fillmore.mn.us)

# 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: Justin Boyum Phone # (507) 458-1648

Jana Boyum Phone # (507) 421-3187

Email Address: boyumjustin2011@gmail.com

Mailing Address: 22543 city 13 Rushford MN 55971  
Address City State Zip

(2) Parcel #: 130110000 Permit # \_\_\_\_\_

(3) Legal Description (from deed, abstract, or Recorder's Office): sect -13 Twp 104 Range -009 90.00 Ac  
NW 1/4 EX S&W of Road of E 1/2 NW 1/4

Section: 13 (4) Township: 104 (5) Range: 009

Permission is being applied for to construct an access to County Road 25 at the following location

(qtr/qtr) NW, NW Section 13 Township Name Arendahl

Reason for Access Looking for a wider + less steep driveway for semi access + planter access.

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Justin Boyum Date: 10/30/21

Jana Boyum Date: 10/30/21

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

After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s).

Specifications/Conditions:

WIDEN THE EXISTING ACCESS NORTH OF THE CATTLE PASS, FILL  
WILL, NEED TO BE ADDED TO LESSEY THE STEEPNESS OF THE ACCESS  
CONSTRUCTION A 32 FT WIDE TOP WITH 4:1 IN SLOPE. THE EXISTING ACCESS SHALL  
BE WIDENED TOWARDS THE NORTH TO ALLOW THE CONSTRUCTION OF 4:1 IN SLOPES  
BOTH SIDES OF THE ACCESS. NO CULVERT IS REQUIRED IN THE ROW

County Engineer

Date

12/9/2021

Zoning Administrator

Date

Cristal Adkins

12-9-21

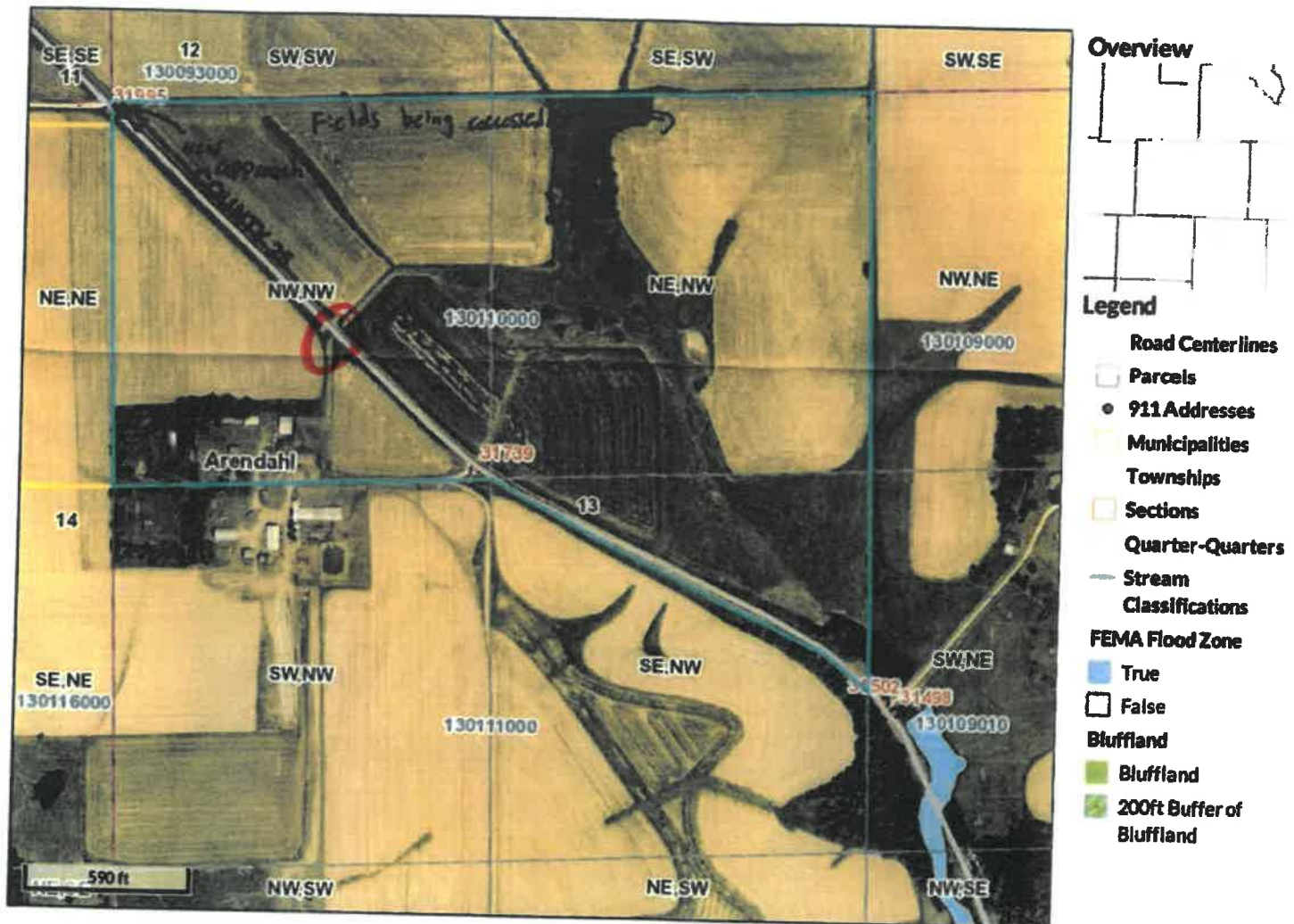
Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

Board Chairman

Date



# Beacon<sup>TM</sup> Fillmore County, MN



|                              |                                                                         |                     |                            |                      |                |
|------------------------------|-------------------------------------------------------------------------|---------------------|----------------------------|----------------------|----------------|
| <b>Parcel ID</b>             | 130110000                                                               | <b>Alternate ID</b> | n/a                        | <b>Owner Address</b> | JUSTIN BOYUM & |
| <b>Sec/Twp/Rng</b>           | 13-104-009                                                              | <b>Class</b>        | 106 - AG SON/DAU-MOTH/FATH | JANABOYUM            |                |
| <b>Property Address</b>      | 31739 COUNTY 25                                                         | <b>Acreage</b>      | 90                         | 22543 COUNTY 13      |                |
|                              | PETERSON                                                                |                     |                            | RUSHFORD, MN 55971   |                |
| <b>District</b>              | ARENDAHL/SD #0239                                                       |                     |                            |                      |                |
| <b>Brief Tax Description</b> | Sect-13 Twp-104 Range-009 90.00 AC NW1/4 EX 5 & W OF ROAD OF E1/2 NW1/4 |                     |                            |                      |                |
|                              | <i>[Note: Not to be used on legal documents]</i>                        |                     |                            |                      |                |

Date created: 10/25/2021  
Last Data Uploaded: 10/22/2021 11:02:18 PM

Developed by Schneider  
GEOSPATIAL

If possible, a 50-60 ft <sup>wide</sup> driveway would be ideal for turning in a semi as we would be traveling to that approach from the SE on 25. Existing drive near the cattle pass would stay in if possible

# REQUEST FOR COUNTY BOARD ACTION

|                         |                                     |            |
|-------------------------|-------------------------------------|------------|
| Agenda Date: 12/14/2021 | Amount of time requested (minutes): | 30 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

Regular Agenda:

Documentation  
Yes or No

Highway Department

1. Review bids for the Bridge Replacement Project on CSAH 30, SAP 023-630-008 with possible action.
2. Review bids for the Bridge Replacement Project on CSAH 26, SAP 023-626-009 with possible action.
3. Review bids for the Bridge Replacement Project on CR 105 in Arendahl Township LOST 88938-105, with possible action.
4. Review bids for the Bridge Replacement Project in Newburg Township, SAP 023-599-164 with possible action.
5. Review the bids for two bridge replacement under one contract in Sumner & Norway Townships, SAP 023-599-208 & SAP 023-599-211 respectfully, with possible action.
6. Review the bids for the Surface Reconditioning Project on CSAH 30 from TH 139 to the Niagara Cave, SAP 023-630-006 with possible action.
7. Consider approving a final payment resolution for the Bridge Replacement project on CSAH 15 Carimona Township, SAP 023-615-015.
8. Consider approving a final payment resolution for the Surface Reconditioning Project on CSAH 18, 23, & 25, SAP 023-618- 010, 023-623-030 & 023-625-015 respectfully.

Airport Department

1. Airport AWOS Companion Grant approval.
2. Consider resolution to purchase 0.29 Acres for the Airport AWOS location.
3. Consider awarding low bid contract to Neo Electrical Solutions for the moving of the AWOS.

Support documents are attached

All requests for County Board agenda must be in the Administrator's office **No later than noon Thursday prior to the Board date**. Items received after this time **will not** be placed on the Board agenda. All requests should be sent to: [bhillery@co.fillmore.mn.us](mailto:bhillery@co.fillmore.mn.us) and [tkraling@co.fillmore.mn.us](mailto:tkraling@co.fillmore.mn.us)

All requests for County Board agenda must be in the Administrator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will not** be placed on the Board agenda. All requests should be sent to: [bhillery@co.fillmore.mn.us](mailto:bhillery@co.fillmore.mn.us) and [tkraling@co.fillmore.mn.us](mailto:tkraling@co.fillmore.mn.us)

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 14, 2021 Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS, Minnowa Construction, Inc.**, has in all things completed **SAP 23-615-015**, in Carimona Township; and the County Board being fully advised in the premise.

**NOW THEN BE IT RESOLVED:**

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 14th day of December, 2021

Contract Price:       \$       289,450.00

Value of Work:       \$       286,215.60

**Final Payment:       \$       14,310.78**

\_\_\_\_\_, Chairman of the Board

**VOTING AYE**

Commissioners      Dahl ☐              Lentz ☐              Bakke ☐              Hindt ☐              Prestby ☐

**VOTING NAY**

Commissioners      Dahl ☐              Lentz ☐              Bakke ☐              Hindt ☐              Prestby ☐

---

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2021.

SEAL

Bobbie Hillery, Administrator  
Fillmore County Board of Commissioners

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 14, 2021 Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS, Rochester Sand & Gravel**, has in all things completed **SAP 23-618-010, SAP 23-623-030, SAP 23-625-015**, in Amherst, Preble and Arendahl townships; and the County Board being fully advised in the premise.

**NOW THEN BE IT RESOLVED:**

That we do hereby accept said completed project for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 14th day of December, 2021

Contract Price:       \$       1,788,442.47

Value of Work:       \$       1,716,171.64

**Final Payment:       \$       81,013.67**

\_\_\_\_\_, Chairman of the Board

**VOTING AYE**

Commissioners      Dahl ☐              Lentz ☐              Bakke ☐              Hindt ☐              Prestby ☐

**VOTING NAY**

Commissioners      Dahl ☐              Lentz ☐              Bakke ☐              Hindt ☐              Prestby ☐

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2021.

SEAL

Bobbie Hillery, Administrator  
Fillmore County Board of Commissioners





**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Fillmore County ("Grantee").

**RECITALS**

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
  - 1.1 **Effective Date.** This agreement will be effective on October 5, 2021, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
  - 1.2 **Expiration Date.** This agreement will expire on December 31, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
  - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4204-28**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
  - 1.5 **Exhibits: Exhibit 'A' – Fillmore County Grant Request Letter; Exhibit 'B' – Credit Application**
- 2 **Grantee's Duties**
  - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
  - 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
  - 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
  - 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).  
**Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not





sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.5 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

### 3 Time

- 3.1** Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4 Cost and Payment

- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

| <u>Item Description</u>            | <u>Federal Share</u> | <u>State Share</u> | <u>Grantee Share</u> |
|------------------------------------|----------------------|--------------------|----------------------|
| AWOS System Replacement/Relocation | 0%                   | 70%                | 30%                  |
| Federal Committed:                 | \$ <u>0.00</u>       |                    |                      |
| State:                             | \$ <u>81,522.00</u>  |                    |                      |
| Grantee:                           | \$ <u>34,938.00</u>  |                    |                      |

No Federal funds are committed in this project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$81,522.00**.

### 4.5 Payment

- 4.5.1 Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be





submitted timely and according to the following schedule:

*As work progresses on a monthly schedule.*

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
  - 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
  - 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
  - 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-built as a PDF and in a MicroStation compatible format.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 6 Authorized Representatives

### 6.1 The State's Authorized Representative are:

**Luke Bourassa**, South Region Airports Engineer; ([luke.bourassa@state.mn.us](mailto:luke.bourassa@state.mn.us)) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; ([brian.conklin@state.mn.us](mailto:brian.conklin@state.mn.us)) (651)252-7658, or his successor.



State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

**6.2 Grantee's Authorized Representative is:**

**Pam Schroeder**, Airport Manager; (507) 765-3854

[pschroeder@co.fillmore.mn.us](mailto:pschroeder@co.fillmore.mn.us)

Fillmore County

909 Houston Street NW

Preston, MN 55965

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

**7 Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**8 Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

**9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

**10 Government Data Practices and Intellectual Property Rights**

- 10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.
- 10.2 Intellectual Property Rights.**



**Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. 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.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

#### 10.2.1 **Obligations**

10.2.1.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.1.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. 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 Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for 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 State will be in addition to and not exclusive of other remedies provided by law.

### 11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

### 12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.





- 12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 Governing Law, Jurisdiction, and Venue**  
 Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 Termination; Suspension**
- 14.1 Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
  - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15 Data Disclosure**  
 Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).
- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or



intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-ublic.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-ublic.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**  
[Intentionally left blank.]



**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

## **FILLMORE COUNTY AIRPORT (FKA)**

**24073 224th Street \* Preston Minnesota 55965**

**Ron Gregg, County Engineer \* Pam Schroeder, Airport Manager**

June 22, 2021

RE: Fillmore County Airport  
FFY 2021 State Grant Request  
AWOS Relocation Project

Brian Conklin  
Engineering Specialist Sr.  
MnDOT Office of Aeronautics  
395 John Ireland Boulevard  
St. Paul, MN 55155-1800

Dear Mr. Conklin:

Fillmore County is requesting a grant from MnDOT Aeronautics for the Fillmore County Airport for State Fiscal Year 2021. The grant request is to relocate the AWOS due to construction of a new T-hangar building. The associated costs with this project are as follows:

|                                                         |                      |
|---------------------------------------------------------|----------------------|
| AWOS Relocation Construction (Neo Electrical Solutions) | \$ 90,760.00         |
| Design/Construction Administration Engineering (SEH)    | \$ 25,200.00         |
| Administration (Fillmore County)                        | \$500.00             |
| <b>TOTAL PROJECT COSTS (APPROX):</b>                    | <b>\$ 116,460.00</b> |

Fillmore County is requesting state participation for this project at 70 percent (\$81,522.00) and local funding for 30 percent (\$34,938) for a total grant request of \$116,460.00.

Please contact me if you have any questions.

Sincerely,



Pam Schroeder  
Hwy/Airport Office Manager

Attachments

Mn/DOT Agreement No.

## CREDIT APPLICATION

For period beginning                     , 20   ; ending                     , 20   .

☐ \*FINAL ☒ PARTIAL (CHOOSE ONE)

**Title**

(Complete Form On Reverse Side)



Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the  
 of the Municipality of , in the County  
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,  
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own  
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## RESOLUTION

### AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the Fillmore County as follows:

1. That the state of Minnesota Agreement No. 1048637,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A2301-36 at the Fillmore County Airport is accepted.
2. That the Fillmore County Engineer and Highway/Airport Office Manager are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
Fillmore County.

## CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Fillmore

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

Fillmore County Board of Commissioners

(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**FILLMORE COUNTY BOARD OF COMMISSIONERS**  
**Preston, Minnesota 55965**

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

It is resolved by the **Fillmore County** as follows:

- "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. **A2301-36**, at the **Fillmore County Airport** is accepted.

2. That the **Fillmore County Engineer** and **Highway/Airport Office Manager** are authorized to execute this Agreement and any amendments on behalf of the **Fillmore County**.

Prestby ☐Prestby ☐

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 day of \_\_\_\_\_, 2021.

Witness my hand and official seal at Preston, Minnesota the       day of       , 2021.

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 14, 2021 Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS**, Fillmore County will be constructing a new AWOS System (Automated Weather Observation System), which aids all aviation activity in and out of the Fillmore County Airport.

**WHEREAS**, The best location for the AWOS is on the adjacent property owned by Mary Jane Glaser and James D. Keune.

**WHEREAS**, In order to place the AWOS in the ideal location, Fillmore County will need to purchase 0.29 acres from Mary Jane Glaser and James D. Keune, husband and wife.

**NOW THEN BE IT RESOLVED:**

Fillmore County will purchase 0.29 Acres at a sum of \$2,450.00 from Mary Jane Glaser and James D. Keune.

**FURTHER, NOW THEN IT BE RESOLVED:**

Fillmore County will pay the deed tax and recording fees related to the parcel of land.

Dated at Preston, Minnesota, this 14th day of December, 2021

\_\_\_\_\_, Chairman of the Board

**VOTING AYE**

Commissioners

Dahl ☐

Lentz ☐

Bakke ☐

Hindt ☐

Prestby ☐

**VOTING NAY**

Commissioners

Dahl ☐

Lentz ☐

Bakke ☐

Hindt ☐

Prestby ☐

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2021.

SEAL

Bobbie Hillery, Administrator  
Fillmore County Board of Commissioners



The Office of  
**Minnesota Attorney General Keith Ellison**  
helping people afford their lives and live with dignity and respect • [www.ag.state.mn.us](http://www.ag.state.mn.us)

## Minnesota Opioid State-Subdivision Agreement Overview

### What It Is

The Minnesota Memorandum of Agreement (MN MOA) governs how Minnesota will distribute settlement funds from two national settlements with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson. These settlements could bring more than \$296 million to Minnesota over an 18-year period to support state and local efforts to fight the opioid epidemic.<sup>1</sup>

### How It Works

**Enables Minnesota to maximize resources to fight the epidemic.** For Minnesota to receive the maximum payout under the two national settlements, cities and counties must join the state and sign on to the MN MOA and the settlement agreements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

**Dedicates funds to addressing the opioid epidemic.** The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated.

### Why It Matters

**Personal Cost.** More than 5,400 Minnesotans have died of opioid overdoses since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

**Accountability.** Opioid manufacturers and distributors created and fueled the opioid epidemic with irresponsible and misleading marketing and inadequate monitoring of these dangerous products. In addition to potentially over \$296 million to fight the epidemic, settlements with the three largest drug distributors in the country, as well as one of the largest manufacturers, will shine a light on these companies' conduct and help make sure nothing like this ever happens again.

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<sup>1</sup> The MN MOA also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The \$296 million figure does not include payments from the Purdue Pharma and Mallinckrodt bankruptcies, which are not yet finalized.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date:

Amount of time requested (minutes):

20

Dept.:

Prepared By:

Darren Moser, AcenTek CFO

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:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

Rural Canton FTTH (public-private partnership)

Yes

All requests for County Board agenda must be in the Coordinator's office **No later than noon Wednesday prior to the Board date**. Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: <mailto:bhillery@co.fillmore.mn.us>; <mailto:tkraling@co.fillmore.mn.us> and <mailto:lengle@co.fillmore.mn.us>

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# BRINGING FIBER:

## CANTON TELEPHONE EXCHANGE





1950

Began as a phone company serving  
Southeast Minnesota



today |

We offer Voice, Video, Internet and Business Solutions to communities in Minnesota, Iowa and Michigan



Serving rural communities,  
our goal is to provide our customers  
with unparalleled connections

# A partnership in economic development



Our goals are to build professional capacity  
and offer strategic solutions to help  
regenerate and revitalize America

Since 2017 in Fillmore County

**\$4,581,724** successful state grants

**\$14,113,282** total project costs

**1,405** homes, businesses and farms



# Fillmore County Support

## DIVIDING THE COSTS:

|                        |              |
|------------------------|--------------|
| AcenTek:               | \$ 9,306,558 |
| DEED Grants:           | \$ 4,581,724 |
| Fillmore County Loans: | \$ 225,000   |



Public-private partnership  
with Fillmore County

Bring fiber optics to Canton

Utilize American Rescue Plan Act  
(ARPA) funds



- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality
- To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers
- For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
- To make necessary investments in water, sewer or broadband infrastructure

## ARPA Funds (American Rescue Plan Act)

Through the Fiscal Recovery Funds, Congress provided local governments with significant resources to respond to the COVID–19 public health emergency and its economic impacts through 4 categories of eligible use.

# What does fiber mean for Fillmore County?



**MISSION:** To provide **quality services** to its citizens in an efficient, cost-effective manner.



# What does fiber mean for Fillmore County?



Strong recruitment tool

Vital for small, rural communities to keep up

Increased property value, making property more desirable if selling

# What does fiber mean for the people in Fillmore County?



## Education

MORE RELIABLE



## Work From Home

FASTER SPEEDS



## Leisure

MORE SERVICES

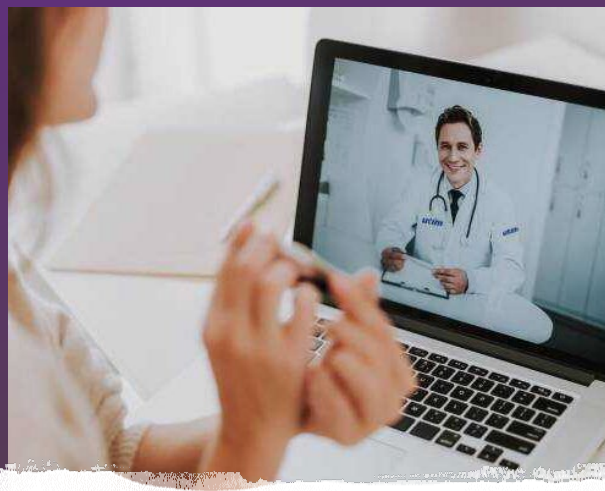
MULTIPLE DEVICES

# What does fiber mean for the people in Fillmore County?



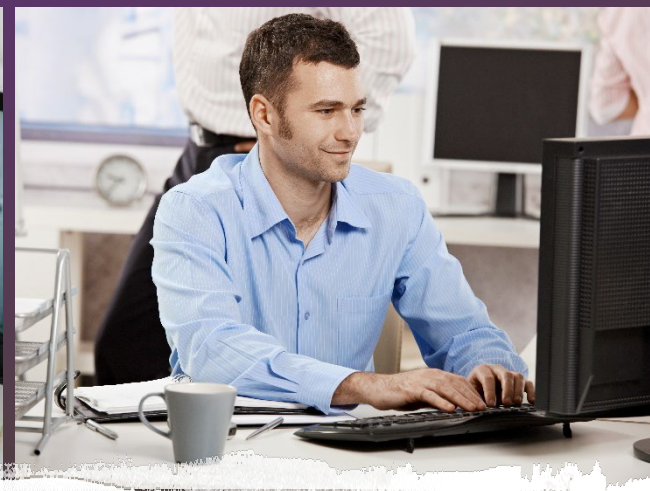
## Online Banking

CONVENIENT



## Telehealth

HIGHER BANDWIDTH



## Business

INCREASED PRODUCTIVITY  
FASTER DOWNLOAD/  
UPLOAD SPEEDS

“

Today's world revolves around technology, both in the workplace and at home.

Those of us who call rural America home deserve to have access to these services already experienced in big city USA.

I rely on AcenTek's internet service to keep my finances in order and communicate with the outside world, as both part of my career and to keep in touch with loved ones.



**Brock Bergey**

CITY ADMINISTRATOR OF CANTON



A reliable connection is essential to my ability to be productive as the City Administrator of Canton.

Although costly, investments in infrastructure are critical to maintain a level playing field and provide all customers with internet services they can count on.

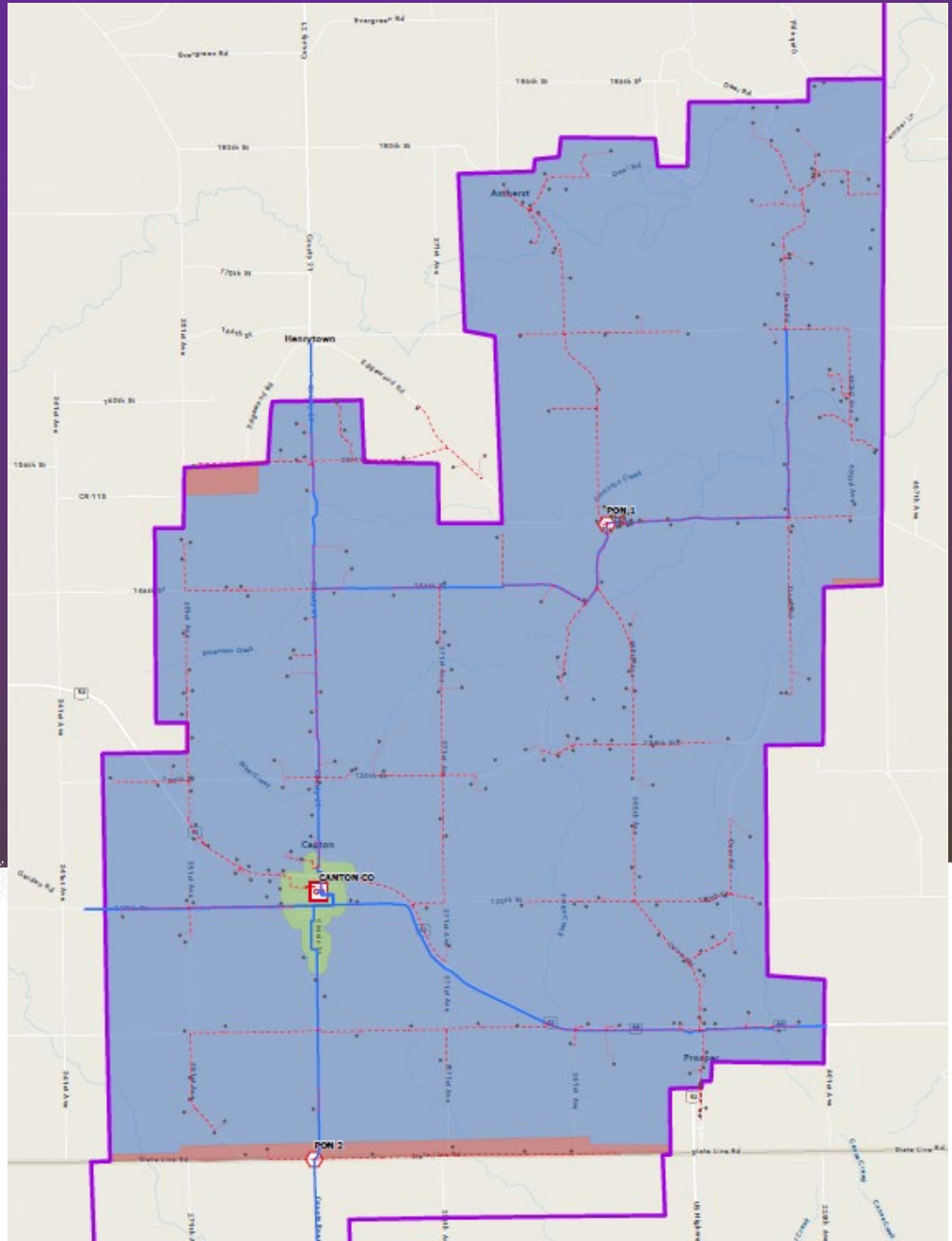
”



**Brock Bergey**

CITY ADMINISTRATOR OF CANTON

# Proposed Fiber Build Area: Canton





# Proposed Timeline:



start | 2023

completion | 2025

CANTON TELEPHONE EXCHANGE  
FIBER TO THE HOME

200  
Mbps

1 Gig

# Executive Summary

- This project will bring fiber to the home to approximately 267 residences, businesses and farms in the Canton telephone exchange.
- The fiber will bring a minimum residential internet speed of 200 Mbps with a maximum of 1 gig.
- Businesses can get customize quotes.



# Executive Summary

**COST:** Current estimate is \$2,429,329,

## PROPOSED FUNDING SOURCES:

|                        |                    |
|------------------------|--------------------|
| AcenTek:               | \$ 1,579,064 (65%) |
| Fillmore County Grant: | \$ 850,265 (35%)   |

CANTON TELEPHONE EXCHANGE  
FIBER TO THE HOME

# Executive Summary

## • REQUEST:

AcenTek is seeking community partnership with Fillmore County, per the ARPA funds provided to the county.

We are requesting a \$850,265 grant to commit to the fiber project in Canton.

## **MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

## **I. Definitions**

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### **III. Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
  - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be



placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### **IV. Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
  - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
  3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## **V. Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

## **VI. Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By

order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

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<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## **VII. General Terms**

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.<sup>4</sup> The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
  - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
  - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_



## **EXHIBIT A**

### **List of Opioid Remediation Uses**

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

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| <b>PART ONE: TREATMENT</b> |
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#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

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| PART TWO: PREVENTION |
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.



**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“*SAMHSA*”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

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| <b>PART THREE: OTHER STRATEGIES</b> |
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

## **EXHIBIT B**

### **Local Abatement Funds Allocation**

| <b>Subdivision</b>   | <b>Allocation Percentage</b> |
|----------------------|------------------------------|
| AITKIN COUNTY        | 0.5760578506020%             |
| Andover city         | 0.1364919450741%             |
| ANOKA COUNTY         | 5.0386504680954%             |
| Apple Valley city    | 0.2990817344560%             |
| BECKER COUNTY        | 0.6619330684437%             |
| BELTRAMI COUNTY      | 0.7640787092763%             |
| BENTON COUNTY        | 0.6440948102319%             |
| BIG STONE COUNTY     | 0.1194868774775%             |
| Blaine city          | 0.4249516912759%             |
| Bloomington city     | 0.4900195550092%             |
| BLUE EARTH COUNTY    | 0.6635420704652%             |
| Brooklyn Center city | 0.1413853902225%             |
| Brooklyn Park city   | 0.2804136234778%             |
| BROWN COUNTY         | 0.3325325415732%             |
| Burnsville city      | 0.5135361296508%             |
| CARLTON COUNTY       | 0.9839591749060%             |
| CARVER COUNTY        | 1.1452829659572%             |
| CASS COUNTY          | 0.8895681513437%             |
| CHIPPEWA COUNTY      | 0.2092611794436%             |
| CHISAGO COUNTY       | 0.9950193750117%             |
| CLAY COUNTY          | 0.9428475281726%             |
| CLEARWATER COUNTY    | 0.1858592042741%             |
| COOK COUNTY          | 0.1074594959729%             |
| Coon Rapids city     | 0.5772642444915%             |
| Cottage Grove city   | 0.2810994719143%             |
| COTTONWOOD COUNTY    | 0.1739065270025%             |
| CROW WING COUNTY     | 1.1394859174804%             |
| DAKOTA COUNTY        | 4.4207140602835%             |
| DODGE COUNTY         | 0.2213963257778%             |
| DOUGLAS COUNTY       | 0.6021779472345%             |
| Duluth city          | 1.1502115379896%             |
| Eagan city           | 0.3657951576014%             |
| Eden Prairie city    | 0.2552171572659%             |
| Edina city           | 0.1973054822135%             |
| FARIBAULT COUNTY     | 0.2169409335358%             |
| FILLMORE COUNTY      | 0.2329591105316%             |
| FREEBORN COUNTY      | 0.3507169823793%             |
| GOODHUE COUNTY       | 0.5616542387089%             |

| <b>Subdivision</b>       | <b>Allocation Percentage</b> |
|--------------------------|------------------------------|
| GRANT COUNTY             | 0.0764556498477%             |
| HENNEPIN COUNTY          | 19.0624622261821%            |
| HOUSTON COUNTY           | 0.3099019273452%             |
| HUBBARD COUNTY           | 0.4582368775192%             |
| Inver Grove Heights city | 0.2193400520297%             |
| ISANTI COUNTY            | 0.7712992707537%             |
| ITASCA COUNTY            | 1.1406408131328%             |
| JACKSON COUNTY           | 0.1408950443531%             |
| KANABEC COUNTY           | 0.3078966749987%             |
| KANDIYOHI COUNTY         | 0.1581167542252%             |
| KITTSOON COUNTY          | 0.0812834506382%             |
| KOOCHICHING COUNTY       | 0.2612581865885%             |
| LAC QUI PARLE COUNTY     | 0.0985665133485%             |
| LAKE COUNTY              | 0.1827750320696%             |
| LAKE OF THE WOODS COUNTY | 0.1123105027592%             |
| Lakeville city           | 0.2822249627090%             |
| LE SUEUR COUNTY          | 0.3225703347466%             |
| LINCOLN COUNTY           | 0.1091919983965%             |
| LYON COUNTY              | 0.2935118186364%             |
| MAHNOMEN COUNTY          | 0.1416417687922%             |
| Mankato city             | 0.3698584320930%             |
| Maple Grove city         | 0.1814019046900%             |
| Maplewood city           | 0.1875101678223%             |
| MARSHALL COUNTY          | 0.1296352091057%             |
| MARTIN COUNTY            | 0.2543064014046%             |
| MCLEOD COUNTY            | 0.1247104517575%             |
| MEEKER COUNTY            | 0.3744031515243%             |
| MILLE LACS COUNTY        | 0.9301506695846%             |
| Minneapolis city         | 4.8777618689374%             |
| Minnetonka city          | 0.1967231070869%             |
| Moorhead city            | 0.4337377037965%             |
| MORRISON COUNTY          | 0.7178981419196%             |
| MOWER COUNTY             | 0.5801769148506%             |
| MURRAY COUNTY            | 0.1348775389165%             |
| NICOLLET COUNTY          | 0.1572381052896%             |
| NOBLES COUNTY            | 0.1562005111775%             |
| NORMAN COUNTY            | 0.1087596675165%             |
| North St. Paul city      | 0.0575844069340%             |
| OLMSTED COUNTY           | 1.9236715094724%             |
| OTTER TAIL COUNTY        | 0.8336175418789%             |
| PENNINGTON COUNTY        | 0.3082576394945%             |
| PINE COUNTY              | 0.5671222706703%             |

| <b>Subdivision</b>     | <b>Allocation Percentage</b> |
|------------------------|------------------------------|
| PIPESTONE COUNTY       | 0.1535154503112%             |
| Plymouth city          | 0.1762541472591%             |
| POLK COUNTY            | 0.8654291473909%             |
| POPE COUNTY            | 0.1870129873102%             |
| Proctor city           | 0.0214374127881%             |
| RAMSEY COUNTY          | 7.1081424150498%             |
| RED LAKE COUNTY        | 0.0532649128178%             |
| REDWOOD COUNTY         | 0.2809842366614%             |
| RENVILLE COUNTY        | 0.2706888807449%             |
| RICE COUNTY            | 0.2674764397830%             |
| Richfield city         | 0.2534018444052%             |
| Rochester city         | 0.7363082848763%             |
| ROCK COUNTY            | 0.2043437335735%             |
| ROSEAU COUNTY          | 0.2517872793025%             |
| Roseville city         | 0.1721905548771%             |
| Savage city            | 0.1883576635033%             |
| SCOTT COUNTY           | 1.3274301645797%             |
| Shakopee city          | 0.2879873611373%             |
| SHERBURNE COUNTY       | 1.2543449471994%             |
| SIBLEY COUNTY          | 0.2393480708456%             |
| ST LOUIS COUNTY        | 4.7407767169807%             |
| St. Cloud city         | 0.7330089009029%             |
| St. Louis Park city    | 0.1476314588229%             |
| St. Paul city          | 3.7475206797569%             |
| STEARNS COUNTY         | 2.4158085321227%             |
| STEELE COUNTY          | 0.3969975262520%             |
| STEVENS COUNTY         | 0.1439474275223%             |
| SWIFT COUNTY           | 0.1344167568499%             |
| TODD COUNTY            | 0.4180909816781%             |
| TRAVERSE COUNTY        | 0.0903964133868%             |
| WABASHA COUNTY         | 0.3103038996965%             |
| WADENA COUNTY          | 0.2644094336575%             |
| WASECA COUNTY          | 0.2857912156338%             |
| WASHINGTON COUNTY      | 3.0852862512586%             |
| WATONWAN COUNTY        | 0.1475626355615%             |
| WILKIN COUNTY          | 0.0937962507119%             |
| WINONA COUNTY          | 0.7755267356126%             |
| Woodbury city          | 0.4677270171716%             |
| WRIGHT COUNTY          | 1.6985269385427%             |
| YELLOW MEDICINE COUNTY | 0.1742264836427%             |



## **POSITIONS REQUESTED THROUGH AMERICAN RECOVERY ACT**

### **1. INCOME MAINTENANCE:**

I am asking the Board to approve to move the current Office Support Senior, Dacia Inglett, to an Income Maintenance worker. She currently is able to take on this work and has proven it through her current work. Kevin Olson, Social Services Manager feels that she will be a great addition to the IM team and will be able to help with the additional case load that has occurred due to the pandemic. We only have calculated one year of dollars due to the fact that we have a few employees that have made known their intent to retire within 2022, therefore at that time we would not hire to replace that position we would adjust based upon attrition.

**Therefore, I am asking the Board to make a motion to approve the internal promotion of Dacia Inglett from Office Support Senior to Eligibility Worker through the Merit System.**

If and only if, the Board chooses this option, I would ask the Board to then consider hiring from the list of the recent Case Aide Applicants. Although the hire was for a Case Aide, the next candidate from the list could be considered for the Office Support Senior position that Dacia Inglett had occupied since it is a lower grade than the position that was being applied for.

**Therefore, I am asking the Board to consider allowing the HR Officer to reach out to the candidate from the list to see if they would be interested in the Office Support Senior Position and bring it back to the next meeting.**

### **2. ATTORNEY PARALEGAL:**

I am asking the Board to approve the advertisement for a Paralegal. Due to medical leave and current contracted employee, the Attorney's Office will be short staffed. The Paralegal will actually bring the team back to full capacity as in prior years. There are revenues that can be captured in the Social Services department and this added position would only be using the American Recovery Act dollars for a year, if even, and then would be back to fully budgeted.

**Therefore, I am asking the Board to make a motion to advertise for a full-time paralegal position for the Attorney's Office.**

### **3. FLOAT POSITION:**

I am asking the Board to consider hiring from the list of the recent Case Aide Applicants, although the hire was for a Case Aide, there was a candidate from the list that would be considered for the float position for which the variety of needs could be filled. It is a lower grade position than the Case Aide for which the applicant applied for. This would be three years of use of the dollars, this position however would end effective 12/31/2024 and applicant would be made aware of this.

**Therefore, I am asking the board to consider allowing the HR Officer to reach out to the candidate from the list to see if they would be interested in the Float Position and bring it back to the next meeting. Due to Office Support Sr., Facilities Maint. Worker and Transfer Station Attendance all falling under Grade 6, we do not feel the need to create a new job description.**

#### **4. SHERIFF DEPUTY**

I am asking the Board to consider promoting a current Part-time Deputy to Full-time. Sheriff DeGeorge has stated the needs for a full-time Deputy and that many part-time hours have needed to be utilized due to the pandemic. This would actually be three years worth of American Recovery Act Dollars and the position would be replaced in 2025 or sooner by attrition.

**Therefore, I am asking the Board to make a motion to allow Sheriff DeGeorge to promote within a part-time Deputy to full-time status.**

#### **5. JAILER**

I am asking the Board to consider promoting a current Part-time Jailer to Full-time. Sheriff DeGeorge has stated the needs for a full-time Jailer and that many part-time hours have been utilized due to the pandemic and that there are needs of having more than one jailer at certain times. This would be a permanent ask after the three year time frame that is covered.

**Therefore, I am asking the Board to make a motion to allow Sheriff DeGeorge to promote a part-time Jailer to full-time status or if there is not current internal interest to advertise to hire a full-time hire.**

## American Recovery Act

### Income Maintenance

Grade 8

|      |          |              |         |             |             |           |              |              |
|------|----------|--------------|---------|-------------|-------------|-----------|--------------|--------------|
| 2022 | \$ 23.77 | \$ 49,441.60 | \$ 9.60 | \$ 3,708.12 | \$ 3,065.38 | \$ 716.90 | \$ 18,122.90 | \$ 75,064.50 |
|      |          |              |         |             |             |           |              | \$ 75,064.50 |

### Attorney Paralegal

Grade 9

|      |          |              |         |             |             |           |              |              |
|------|----------|--------------|---------|-------------|-------------|-----------|--------------|--------------|
| 2022 | \$ 24.21 | \$ 50,356.80 | \$ 9.60 | \$ 3,776.76 | \$ 3,122.12 | \$ 730.17 | \$ 18,122.90 | \$ 76,118.36 |
|      |          |              |         |             |             |           |              | \$ 76,118.36 |

### Floater

Grade 6

|      |          |              |         |             |             |           |              |               |
|------|----------|--------------|---------|-------------|-------------|-----------|--------------|---------------|
| 2022 | \$ 21.31 | \$ 44,324.80 | \$ 9.60 | \$ 3,324.36 | \$ 2,748.14 | \$ 642.71 | \$ 18,122.90 | \$ 69,172.51  |
| 2023 | \$ 21.95 | \$ 45,656.00 | \$ 9.60 | \$ 3,424.20 | \$ 2,830.67 | \$ 662.01 | \$ 18,122.90 | \$ 70,705.38  |
| 2024 | \$ 22.61 | \$ 47,028.80 | \$ 9.60 | \$ 3,527.16 | \$ 2,915.79 | \$ 681.92 | \$ 18,122.90 | \$ 72,286.16  |
|      |          |              |         |             |             |           |              | \$ 212,164.05 |

### Sheriff Deputy

|      |          |              |         |             |             |           |              |               |
|------|----------|--------------|---------|-------------|-------------|-----------|--------------|---------------|
| 2022 | \$ 27.86 | \$ 57,948.80 | \$ 9.60 | \$ 4,346.16 | \$ 3,592.83 | \$ 840.26 | \$ 18,122.90 | \$ 84,860.54  |
| 2023 | \$ 28.70 | \$ 59,696.00 | \$ 9.60 | \$ 4,477.20 | \$ 3,701.15 | \$ 865.59 | \$ 18,122.90 | \$ 86,872.44  |
| 2024 | \$ 29.56 | \$ 61,484.80 | \$ 9.60 | \$ 4,611.36 | \$ 3,812.06 | \$ 891.53 | \$ 18,122.90 | \$ 88,932.25  |
|      |          |              |         |             |             |           |              | \$ 260,665.23 |

### Jailer

|      |          |              |         |             |             |           |              |               |
|------|----------|--------------|---------|-------------|-------------|-----------|--------------|---------------|
| 2022 | \$ 23.19 | \$ 48,235.20 | \$ 9.60 | \$ 3,617.64 | \$ 2,990.58 | \$ 699.41 | \$ 18,122.90 | \$ 73,675.33  |
| 2023 | \$ 23.89 | \$ 49,691.20 | \$ 9.60 | \$ 3,726.84 | \$ 3,080.85 | \$ 720.52 | \$ 18,122.90 | \$ 75,351.92  |
| 2024 | \$ 24.61 | \$ 51,188.80 | \$ 9.60 | \$ 3,839.16 | \$ 3,173.71 | \$ 742.24 | \$ 18,122.90 | \$ 77,076.40  |
|      |          |              |         |             |             |           |              | \$ 226,103.65 |

Total \$ 850,115.80

## **Jail RFP**

- **Physical Document will be handed out on 12/14/2021 to Board members**
- **Advertisement will be posted in Official Newspaper the following Dates as follows:**

**December 20<sup>th</sup> and December 27<sup>th</sup>**

**Fillmore County is seeking Request for Proposals for Architectural Services for the design and build for a new or remodeled County Jail. Firms interested a RFP can go to our website at [www.co.fillmore.mn.us](http://www.co.fillmore.mn.us) or contact Bobbie Hillery at 507.765.4566 or email [Bhillery@co.fillmore.mn.us](mailto:Bhillery@co.fillmore.mn.us).**

- **Asking the Board on December 14<sup>th</sup> to set up a committee to review the RFPs and to interview in person the Architects on January 25<sup>th</sup>**

**The following architects were noted as possible architects from other counties for other jail projects in Counties in Minnesota provided by Sheriff DeGeorge:**

Klein McCarthy Architects

Wold Architects & Engineers

BKV Group

**The following architects were visited by those attending the AMC Annual Conference:**

Klein McCarthy Architects

Wold Architects & Engineers

BKV Group

Widseth

ORDINANCE NO.

**ORDINANCE REGULATING THE USE OF  
RECREATIONAL ALL-TERRAIN VEHICLES ON FILLMORE COUNTY ROADS**

**Section 1: GENERAL PROVISIONS**

1.1 **Authority.** Minnesota Statutes 84.928 Subd. 1(a) and 84.928 Subd. 1(k) authorize Fillmore County to enact an ordinance which provides for the operation of all-terrain vehicles on a public road or street under its jurisdiction, to access businesses and residences, and to make trail connections.

1.2 **Interpretation.** This Ordinance shall be interpreted consistently with Minnesota Statutes 84.92 thru 84.928, and 169.045, as amended.

1.3 **Purpose.** The purpose of this Ordinance is to control and regulate the use of recreational All- Terrain Vehicles (ATVs) on County roads and road shoulders under the jurisdiction of Fillmore County; to ensure the integrity of, and appropriate use of, said county roads and road shoulders; and to promote the general health, safety and welfare of the citizens of Fillmore County. This Ordinance does not apply to ATVs which are used for farm purposes, ATV use on state highways, **ATV use within city limits**, or ATV use outside of Fillmore County.

**Section 2: DEFINITIONS**

2.1 **“ATV” or “All-Terrain Vehicle”** has the meaning given in Minnesota Statutes Section 84.92 Subdivision 8, as amended.

2.2 **“Class 1 all-terrain vehicle”** has the meaning given in Minnesota Statutes Section 84.92, Subdivision 9, as amended.

2.3 **“Class 2 all-terrain vehicle”** has the meaning given in Minnesota Statutes Section 84.92, Subdivision 10, as amended.

2.4 **“County”** means Fillmore County, Minnesota.

2.5 **“Public Road Right-of-Way”** shall have the meaning defined by Minnesota Statute 84.92, Subdivision 6a., as amended.

2.6 **“Road Shoulder”** means the unpaved gravel strip between the traveled portion of a paved county road and the ditch. “Road shoulder” does not include any of the ditch supporting a county road.

2.7 **“County Road”** means that portion of a road or roadway that is used for vehicle travel and which is under the jurisdiction of Fillmore County. Said County Road may be classified as a “county state-aid highway”, “county highway”, or “county road”.

“County Road” does not include the ditch.

### **Section 3: OPERATION OF RECREATIONAL ATVs ON COUNTY ROADS IN FILLMORE COUNTY**

3.1 Persons operating recreational ATVs on County roads may only operate the recreational ATV on the extreme right-hand side of the County road or on the right road shoulder.

3.2 Persons operating recreational ATVs on County roads may only make left turns across the County road if it is safe to do so under prevailing conditions.

3.3 No person shall operate a recreational ATV on County roads at speeds greater than the posted or statutory speed limit for the County road.

3.4 A recreational ATV shall not be operated on the road shoulder at a speed greater than reasonable or proper under the surrounding circumstances.

3.5 No person may operate a recreational ATV on County roads or road shoulders without liability insurance coverage for said recreational ATV.

3.6 Except as otherwise provided in this Ordinance, all recreational ATVs shall be operated and maintained in compliance with Minnesota Statutes 84.92-84.928, 169.045, or any other federal, state, or local statute, law, rule, regulation or ordinance.

3.7 In accordance with Minnesota Statutes Section 84.928 Subd. 1(j), “a person shall not operate an all-terrain vehicle at any time within the right-of-way of an interstate

highway or freeway within this state.” This ordinance only applies to Fillmore County roads and road shoulders. This ordinance does not change or modify any other law or ordinance which regulates use of ATVs on Minnesota state highways, within city limits, or on county roads in other counties.

3.8 ATV license plates, numbers, and decals must be clearly and legibly displayed in accordance with Minnesota law.

3.9 In accordance with Minnesota Statutes Section 169.045, persons may only operate recreational ATVs on County roads and road shoulders from sunrise to sunset unless the recreational ATV is equipped with headlights, taillights, and rear-facing brake light equipment.

3.10 Unless there is an emergency situation, recreational ATVs shall not be operated on a county road when there is inclement weather, smoke, fog, or similar conditions which limit the operator’s visibility and prevent the operator of the recreational ATV from clearly seeing persons or vehicles on the roadway at a distance of 500 feet.

#### **Section 4: ENFORCEMENT**

4.1 Primary responsibility for enforcement of this Ordinance shall rest with the Fillmore County Sheriff’s Office.

4.2 This Ordinance may be enforced by any other law enforcement officer if the officer is a member of a city, state, or county agency which has a reciprocal enforcement agreement with Fillmore County.

#### **Section 5: PENALTIES**

5.1 Any person or persons who violate any of the provisions of this Ordinance shall be guilty of a Petty Misdemeanor.

5.2 Any person who violates any provision of this Ordinance shall be liable for the cost of repairing any damage to property caused by said violation. The payment of the cost of repairing and restoring the property is in addition to any provision of Section 5.1.

#### **Section 6: SEVERABILITY**

6.1 If any provision of this Ordinance or the application thereof is held invalid, said invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and for this purpose, the

provisions of the Ordinance are severable.

**Section 7: EFFECTIVE DATE**

7.1 This Ordinance shall be in effect from and after the date of its passage by the Fillmore County Board of Commissioners and publication according to Minnesota Statutes.





## **APPLICATION:**

### **County Extension Committee**

**MAIL OR EMAIL NO LATER THAN \_\_\_\_\_ TO**

**Name Daniel Terbeest**

**Address City Zip 12455 190th St. Spring Valley,Mn. 55975**

**Business and/or Home Phone 507-251-7316**

**Email danterbeest6@gmail.com**

**Have you held any other appointed offices in the county? If yes, please list?**

**None**

**Please limit your response to the following questions to the space provided:**

**Why do you wish to serve on the county Extension committee? The extension program is a valuable asset that has the potential to aid many residents of the county. I benefited from 4-H many years ago. I'd like to give something back.**

**What perspectives/insights can you bring to the county Extension committee? At this point I'm here to learn myself. I was a dairy farmer, I now rent the farm out.**

**Please list volunteer or community involvement and indicate any leadership positions you have held. 4-H club leader, Township supervisor, chairman of town board, Land o lakes local and district board, practice committee for my nursing unit.**

**What do you see as key educational needs or issues in the county?**

**you're never too old to learn something. I talked with a current member of the committee who told me you learn a lot on this committee. As I mentioned earlier, I would like to learn a little more about this committee before I start addressing needs and issues.**

**Any additional background you would like to share with the county committee? Former dairy farmer, recently retired R.N. I am now involved with a small brewery my son owns which has just opened in spring Valley**

TAX ABATEMENT AGREEMENT  
BY AND AMONG  
CITY OF LANESBORO, MINNESOTA,  
COUNTY OF FILLMORE, MINNESOTA  
AND  
G-CUBED DEVELOPMENT, INC.

## TABLE OF CONTENTS

|                                                                                                                                                                | Page |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| ARTICLE I      DEFINITIONS.....                                                                                                                                | 2    |
| Section 1.1      Definitions.....                                                                                                                              | 2    |
| ARTICLE II      REPRESENTATIONS AND WARRANTIES.....                                                                                                            | 4    |
| Section 2.1      Representations and Warranties of the City.....                                                                                               | 4    |
| Section 2.2      Representations and Warranties of the County.....                                                                                             | 4    |
| Section 2.3      Representations and Warranties of the Developer.....                                                                                          | 4    |
| ARTICLE III      UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY.....                                                                                               | 6    |
| Section 3.1      Installation of Public Improvements; Legal and Administrative<br>Expenses; and Reimbursement of the Costs of the Public<br>Improvements ..... | 6    |
| Section 3.2      Limitations on Undertaking of the City and the County.....                                                                                    | 6    |
| Section 3.3      Abatement Program .....                                                                                                                       | 6    |
| Section 3.4      Real Property Taxes .....                                                                                                                     | 7    |
| ARTICLE IV      EVENTS OF DEFAULT .....                                                                                                                        | 9    |
| Section 4.1      Events of Default Defined .....                                                                                                               | 9    |
| Section 4.2      Remedies on Default.....                                                                                                                      | 9    |
| Section 4.3      No Remedy Exclusive.....                                                                                                                      | 10   |
| Section 4.4      No Implied Waiver .....                                                                                                                       | 10   |
| Section 4.5      Agreement to Pay Attorney's Fees and Expenses .....                                                                                           | 10   |
| Section 4.6      Release and Indemnification Covenants .....                                                                                                   | 10   |
| ARTICLE V      ADDITIONAL PROVISIONS .....                                                                                                                     | 12   |
| Section 5.1      Conflicts of Interest.....                                                                                                                    | 12   |
| Section 5.2      Titles of Articles and Sections .....                                                                                                         | 12   |
| Section 5.3      Notices and Demands .....                                                                                                                     | 12   |
| Section 5.4      Counterparts .....                                                                                                                            | 13   |
| Section 5.5      Law Governing .....                                                                                                                           | 13   |
| Section 5.6      Duration .....                                                                                                                                | 13   |
| Section 5.7      Provisions Surviving Rescission or Expiration.....                                                                                            | 13   |
| EXHIBIT A LEGAL DESCRIPTION OF ABATEMENT PROPERTY .....                                                                                                        | A-1  |

## TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 1st day of December, 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 Definitions. 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;

City Tax Abatements means 100% of the City's share of the taxes on the Abatement Property abated in accordance with the terms of the City's resolution adopted on December 6, 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 adopted on December 7, 2021;

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

Development Agreement means the City of Lanesboro Lanesboro's Valley Vista Addition Master Development Agreement to be executed between the City and the Developer with respect to the Project and Public Improvements.

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

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

Person 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 the final plat of the Property as approved by the City and filed with the County pursuant to the requirements of the Development Agreement.

Project 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;

Public Improvements means the public improvements to be made or installed by the Developer in connection with the Project pursuant to the terms of the Development Agreement;

State means the State of Minnesota;

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

Tax Abatement Program 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;

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

Tax Abatements means the City's Tax Abatements and the County's Tax Abatements;

Unavoidable Delays 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 Representations and Warranties of the City. 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 Representations and Warranties of the County. 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 Representations and Warranties of the Developer. 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 has, or will acquire, fee title to the Tax Abatement Property and will cause the installation of the Public Improvements and the Project to be constructed in accordance with the terms of this Agreement, the Development 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.

(9) To the knowledge of the undersigned, no member of the governing body or other official of the City or the County will benefit financially from this Agreement, and this Agreement will neither affect the personal interest of any such member or official nor affect the interest of any corporation, partnership or association in which any such member or official is directly or indirectly interested.

(10) The Developer understands that the City and the County may subsidize or encourage the development of other projects in the City or the County that compete with the Project and that subsidies granted to those projects may be more favorable than those granted pursuant to this Agreement. The Developer acknowledges that neither the City nor the County has represented that development of the Project will be favored over other development projects or properties in the City or the County.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY

#### Section 3.1 Installation of Public Improvements; Legal and Administrative Expenses; and Reimbursement of the Costs of the Public Improvements.

(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 in accordance with the Development Agreement, and the cost of the Public Improvements shall be paid by the Developer.

(2) If the Developer completes the Public Improvements in accordance with the Development Agreement, 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) The Developer has deposited \$8,000 with the City to be used, upon execution of this Agreement, to reimburse the City and the County for their 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. In the event that the \$8,000 deposit is insufficient to reimburse the City and the County for all such Legal and Administrative Expenses, the Developer shall provide other funds to fully reimburse the City and the County for all such Legal and Administrative Expenses immediately upon execution of this Agreement.

Section 3.2 Limitations on Undertaking of the City and the County. 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 Real Property Taxes. 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.

Section 3.5 No Business Subsidy. 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.

Section 3.6 Transfer the Project and Assignment of Agreement. The Developer represents and agrees that prior to the expiration or earlier termination of this Agreement, the Developer shall not assign this Agreement in conjunction with a transfer of the Project or any part thereof or any interest therein, other than to a purchaser of a housing unit, without the prior written approval of the City and the County, which approval shall not be unreasonably withheld, conditioned or delayed. The City and the County shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City and the County, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and the County must, for itself and its successors and assigns, and expressly for the benefit of the City and the County, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

The Developer may not assign its rights under this Agreement without the prior written consent of the City and the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the City's and the County's consent shall not be required in connection with an assignment of Developer's rights and obligations under this Agreement to an "affiliate" that assumes all obligations of the Developer hereunder that accrue from and after the effective date of the assignment in an instrument that may be enforced at law by the other party and in which notice of the occurrence and effect of such assignment is delivered to the other party together with a copy of such agreement of assumption. As used herein, the term

"affiliate" means an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Developer.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. 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 or the Development 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 Remedies on Default. 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 No Implied Waiver. 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 Agreement to Pay Attorney's Fees and Expenses. 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 Conflicts of Interest. 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 Titles of Articles and Sections. 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 Notices and Demands. 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 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Governing Law; Jurisdiction and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota. Any action or proceeding initiated by any of the parties hereto with respect to, or arising from, any provision contained in this Agreement will be initiated, filed and venued only in state courts in Fillmore County, Minnesota. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

Section 5.6 Duration. This Agreement shall remain in effect through December 15, 2045 unless earlier terminated or rescinded in accordance with its terms.

Section 5.7 Provisions Surviving Rescission or Expiration. 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.

Section 5.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes any and all prior letters, proposals, agreements and understandings between the parties, whether written or otherwise, with respect to the same, and any such letters, proposals, agreements and understandings are hereby terminated.

Section 5.9 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City or 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 WITNESS WHEREOF, the City, the County and the Developer have each caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

G-CUBED DEVELOPMENT, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

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

By \_\_\_\_\_  
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 Coordinator

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

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 14, 2021 Resolution No. 2021-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**BE IT RESOLVED** by the Board of Commissioners (the "Board") of Fillmore County, Minnesota, as follows:

1. Recitals.

(a) The County has previously approved tax abatements in connection with the construction of approximately 80 owner-occupied single family residential units (the "Project") for G-Cubed Development, Inc. (the "Developer"), from the property taxes to be levied by the County on Parcel ID Numbers 11.0156.000 and 11.0151.000 (the "Tax Abatement Property").

(b) It is proposed that the County will enter into a Tax Abatement Agreement with the Developer and the City of Lanesboro, Minnesota (the "Tax Abatement Agreement"), which provides for the use of tax abatements to finance the Project.

2. Approval of Tax Abatement Agreement.

(a) The Board hereby approves a Tax Abatement Agreement providing for payment of the Abatement in substantially the form submitted, and the Chair and County Coordinator are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the County.

(b) The approval hereby given to the Tax Abatement Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the County officials authorized by this resolution to execute the Tax Abatement Agreement. The execution of the Tax Abatement Agreement by the appropriate officer or officers of the County shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof

**VOTING AYE**

Commissioners

Dahl ☐

Lentz ☐

Hindt ☐

Bakke ☐

Prestby ☐

**VOTING NAY**

Commissioners

Dahl ☐

Lentz ☐

Hindt ☐

Bakke ☐

Prestby ☐

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 day of 14<sup>th</sup> day of December, 2021.

Witness my hand and official seal at Preston, Minnesota the 14th day of December, 2021.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners







The Office of  
**Minnesota Attorney General Keith Ellison**  
helping people afford their lives and live with dignity and respect • [www.ag.state.mn.us](http://www.ag.state.mn.us)

December 8, 2021

Dear Minnesota Cities and Counties:

I'm pleased to announce that counties, cities, and the State of Minnesota have reached an agreement that will govern how funds from recently announced settlements with opioid companies will be distributed within Minnesota. In order to finalize this agreement, I am asking you to sign the enclosed State-Subdivision Memorandum of Agreement (MN MOA) and also to join both settlements with opioid distributors McKesson, AmerisourceBergen, and Cardinal Health, and opioid manufacturer Johnson & Johnson by **January 2, 2022**. Minnesota stands to receive more than \$300 million from these settlements, the vast majority of which will go to cities and counties, but we need your cities and counties to sign on to the settlements to maximize the resources to fight the epidemic. Simply put, the more cities and counties that sign on by January 2, 2022, the more money we will have for treatment, prevention, and a whole host of programs and strategies to abate this crisis.

Over the last few months, my Office has been working tirelessly with cities and counties to come to an agreement on allocation and distribution of opioid settlement funds. We have been working alongside the Association of Minnesota Counties, the League of Minnesota Cities, the Coalition of Greater Minnesota Cities, representatives from litigating cities and counties, members of the Opioid Epidemic Response Advisory Council, the Governor's Office, and numerous state agencies, among others. The MN MOA is the result of this work.

Since 2000, the opioid epidemic has cost more than 5,400 Minnesotans their lives, and has torn families apart and ravaged communities. The last year has been especially hard, as the COVID-19 pandemic has caused a surge in opioid overdoses, both fatal and nonfatal. No amount of money will ever be enough to make up for the damage and destruction caused by these companies, but these historic agreements are at least a measure of accountability, if not justice.

Enclosed with this letter are several documents with more information about these agreements. Additional information about the settlements and how they will be implemented in Minnesota can be found on our website at [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Also, please do not hesitate to contact my Office with any questions you may have. You can send an email to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or leave a voicemail at (612) 429-7126.

Sincerely,

KEITH ELLISON  
Attorney General

Enclosures: *Minnesota Opioids State-Subdivision Memorandum of Agreement*  
*Executive Summary*  
*One-Page Overview*  
*Frequently Asked Questions*  
*Checklist*

## **FREQUENTLY ASKED QUESTIONS ABOUT SETTLEMENTS WITH OPIOID DISTRIBUTORS AND JOHNSON & JOHNSON**

This document is intended to assist Minnesota subdivisions evaluating the settlement agreements resolving opioid claims with the three largest opioid distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and opioid manufacturer Janssen Pharmaceuticals, and its parent company, Johnson & Johnson (“J&J”) (collectively, the “Settlements”). This document is subject to being updated as additional information is gathered. The terms of the Settlements and the Minnesota Opioids State-Subdivision Memorandum of Agreement (“MN MOA”) are controlling and are not amended or in any way affected by this document. Copies of these settlements, agreement, and other materials can be found at the Attorney General’s website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids).

### **1. My city or county received a notice in the mail and by email about two opioid settlements. What do we do with this and how do we join the Settlements?**

The notice your city or county received relates to two Settlements resolving opioid claims against the country’s three largest drug distributors, McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson for their role in the opioid epidemic. The notice went out to all Minnesota counties, as well as cities that have a population greater than 10,000 and those that have filed lawsuits against these companies.

Under the Settlements, Minnesota and its cities and counties stand to receive up to \$296 million in Opioid Settlement Funds to fight the opioid crisis over the next 18 years, starting in early to mid-2022. The more cities and counties that join, the more the Distributors and J&J will pay under the Settlements.

The Notice you received should have a unique subdivision registration code. The Attorney General’s Office also sent your city or county a letter attaching this same registration code. Cities or counties must visit [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com) and use that code to register to receive participation agreements for the Settlements. You will then receive information about how to submit your Subdivision Settlement Participation Forms electronically via DocuSign. **You must submit two forms, one for each Settlement.**

### **2. How large are the Settlements?**

Under the terms of the Settlements, the Distributors and J&J will provide up to \$26 billion to states, cities, and counties throughout the country. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years.

### **3. Is there a deadline for cities and counties to join the Settlements?**

Yes. Cities and counties should complete their Subdivision Settlement Participation Forms by **January 2, 2022**. Cities and counties that join after that date risk reducing the entire amount that goes to the State of Minnesota as well as having their own payments reduced.

**4. How many Minnesota cities and counties are engaged in litigation against the Distributors and J&J?**

Twenty-six counties and seven cities have filed lawsuits against the Distributors and/or J&J. Under the MN MOA (see additional information below), all 87 counties and every city that meets the eligibility criteria would receive settlement payments regardless of whether they filed lawsuits, but they must join the Settlements. The Settlements prohibit payments to counties or cities that do not join the Settlements.

**5. What is the status of these cases?**

All Minnesota city and county cases have been consolidated for pretrial proceedings into a Multi-District Litigation (MDL) in federal court in Cleveland, Ohio. The opioid MDL has roughly 3,000 lawsuits from nearly every state. The lawsuits allege that opioid manufacturers misrepresented the risks associated with prescription opioids; that opioid distributors did not properly monitor shipments of prescription opioids to pharmacies across the country; and that these actions contributed to the opioid epidemic that continues to ravage Minnesota and the rest of the country. Until the Settlements are finalized, these cases will remain pending.

**6. Has the State of Minnesota joined the Settlements?**

Yes. The Minnesota Attorney General's Office, together with the majority of state Attorneys General across the country, has signed on to the Settlements. Those Attorneys General, lawyers representing thousands of municipalities in the national opioid litigation, and the Association of Minnesota Counties, League of Minnesota Cities, and the Coalition of Greater Minnesota Cities strongly encourage cities and counties to join. Cities and counties that join will be helping to bring additional abatement resources to communities and families throughout the state for substance use prevention, harm reduction, treatment, and recovery.

**7. How much will Minnesota receive from the Settlements?**

Minnesota is eligible to receive a maximum payment of approximately \$296 million under the Settlements with the Distributors and J&J. The settlement funds are allocated among states based on population and the impact of the opioid crisis on each state, taking into account several public health measures. The precise amount of settlement funds Minnesota as a whole receives is highly dependent on the level of city and county participation and the avoidance of penalties that would result from cities or counties filing new lawsuits.

**8. What is the Minnesota Opioids State-Subdivision Memorandum of Agreement?**

The MN MOA governs how Minnesota will distribute settlement funds from the Settlements with Distributors and J&J. It also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The Purdue Pharma and Mallinckrodt bankruptcies are not yet finalized, and

it is not yet known how much money will be coming to the state from these bankruptcies, although the Attorney General's Office expects the figure to be in the tens of millions.

## **9. Why is it so important to join the Settlements and the MN MOA?**

The opioid epidemic has taken the lives of more than 5,400 Minnesotans since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

The epidemic was fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. In addition to potentially over \$296 million to fight the epidemic, settlements with the Distributors and J&J will shine a light on these companies' conduct and help make sure nothing like this ever happens again. The MN MOA is an important step forward in holding these companies accountable and directing much-needed resources to communities across the state.

## **10. What are the most important features of the MN MOA?**

The Settlements require state and local governments to use the vast majority of settlement funds to address the opioid epidemic. Consistent with this principle, the MN MOA dedicates funds to that purpose. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds (the "Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds" or the "panel"). The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated, whether those funds are received by the State, cities, or counties.

The MN MOA also enables Minnesota to maximize resources to fight the epidemic. The MN MOA was designed to incentivize cities and counties to join in order to earn the maximum amount of payments from the Settlements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

## **11. How does my city or county sign onto the MN MOA?**

The county board, city council, or equivalent legislative body can pass a resolution stating its intent to sign onto the MOA and directing the appropriate county or city official to execute the MOA. Sample resolutions are available from the Association of Minnesota Counties and the League of Minnesota Cities.

**12. If my city or county signs onto the MN MOA, does that mean it automatically signs onto the Settlements with the Distributors or J&J?**

No. A city or county that signs the MN MOA is agreeing to a framework for how settlement funds will flow in the event the Settlements become effective. However, the city or county must separately sign on to the Settlements in order to receive payments pursuant to the MN MOA.

**13. If my city or county joins the Settlements, will we receive direct payments?**

It depends. All counties that join are set to receive direct allocation under the terms of the MN MOA, as well as all cities that join and meet the following eligibility criteria:

- Have a population of 30,000 or more, based on the U.S. Census Bureau's Vintage 2019 population totals;
- Have funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency); or
- Have initiated litigation against the Distributors or J&J as of December 3, 2021.

The population threshold for non-litigating cities to receive a direct allocation of funds recognizes that the efficient delivery of opioid abatement services is hindered if the funds are divided into hundreds of small allocations. Even with potentially upwards of \$300 million coming into Minnesota, allocating funds among several hundred smaller cities and towns would result in minimal payments for most subdivisions, in many cases less than a few dollars a year. For that same reason, under the MN MOA cities allocated a share may elect to have their full share or a portion of their share instead directed to the county in which the city is located.

Although not all cities will receive a direct allocation of opioid abatement funds, those cities will still benefit from the opioid remediation efforts that take place in their communities. Moreover, under the MN MOA, each county receiving opioid settlement funds must consult annually with the cities in the county regarding use of the settlement funds. Finally, cities that are not eligible for a direct share may also request grants for opioid remediation programs from the state's opioid remediation fund, which are distributed via the Opioid Epidemic Response Advisory Council and the Department of Human Services.

**14. If my city or county joins, how much money will we receive?**

Under the terms of the MN MOA, local governments (including cities and counties) that join the Settlements will directly receive 75% of the total abatement funds, divided among the counties and eligible cities in the percentages reflected in Exhibit B to the MN MOA. The percentages reflected in Exhibit B are based upon the MDL's Opioid Negotiation Class Model. Experts and attorneys representing local governments in the MDL developed the

allocation model based on nationally available federal data on opioid use disorder, overdose deaths, and opioid shipments into Minnesota, by region and community.

**15. When will my city or county get payments?**

Payments from the Settlements will begin to flow to the state and directly to cities and counties as soon as April 2022. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years. The J&J settlement provides for payments to be accelerated if cities and counties sign on early.

**16. How much money will the State receive, and where will it go?**

Under the terms of the MN MOA, the statewide abatement share is 25% of the total abatement funds. By statute, these funds will go into a special opioid abatement account and are designated to be used solely for opioid abatement purposes pursuant to the Approved Uses in the MN MOA, overseen and distributed by the Opioid Epidemic Response Advisory Council.<sup>1</sup>

**17. What about attorney fees?**

The state's investigation and litigation against the opioid industry is handled by government lawyers in the Attorney General's Office. No money from these Settlements will go to pay any state lawyers. Some cities and counties in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The MN MOA includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. The Backstop Fund is funded by a percentage of the local government share of settlement funds, and any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

**18. How will the money coming into Minnesota be tracked?**

The Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds agreed upon a set of reporting and compliance recommendations to make

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<sup>1</sup> Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to provide child protection services to children and families who are affected by addiction. The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

sure that the abatement money coming into Minnesota is effectively tracked and spent on strategies and programs that have a real impact in the state. The MN MOA will be supplemented to include provisions that will be mutually agreed upon by the State and cities and counties utilizing the panel's recommendations.

**19. Can a city join the Settlements even if it does not receive a direct allocation of abatement funds?**

Yes. The Settlements allow for all cities and counties to join, even ones that are not directly allocated amounts from the 75% local government share. For cities with populations greater than 10,000, joining the Settlements will assist Minnesota in earning the maximum amount possible.

Non-litigating cities with populations under 10,000 were not sent notices and are not able to use the DocuSign process, but may still want to join the Settlements. If such cities want to join the settlements, they can contact the Attorney General's Office to receive the subdivision joinder forms by emailing [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us).

**20. Does the MN MOA apply to matters other than the Distributor and J&J Settlements?**

Yes. The MN MOA replaces default provisions in the Purdue Pharma L.P. and Mallinckrodt plc bankruptcy plans. The Attorney General's Office anticipates that the Purdue Pharma and Mallinckrodt bankruptcy proceedings will provide tens of millions of additional dollars to Minnesota to support state and local efforts to address the opioid epidemic across the state. These funds will be distributed throughout the state according to the provisions MN MOA, just like the settlement funds from the Distributor and J&J Settlements.

**21. Do the Settlements require the companies to do more than pay money?**

Yes. In addition to paying billions of dollars, the companies are also required to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The Distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for suspicious orders. J&J will be prohibited from selling or promoting opioids for ten years.

**22. How do the Settlements and the MN MOA relate to the McKinsey settlement that was announced in February?**

The McKinsey settlement is separate from the Settlements with the Distributors and J&J, and from the Purdue and Mallinckrodt bankruptcy proceedings.

In February 2021, Attorney General Keith Ellison and other attorneys general from across the country reached a \$573 million settlement with one of the world's largest consulting

firms, McKinsey & Company, over the company's role in advising opioid companies how to promote their drugs and profit from the opioid epidemic.

As part of the settlement with McKinsey, Minnesota will receive nearly \$8 million, \$6.6 million of which has already been paid. The remainder will be paid over four years. The entire settlement sum will be placed into the special opioid abatement account and used to abate the opioid crisis in the state.

**23. Apart from the Distributors and J&J Settlements, the Purdue and Mallinckrodt bankruptcy proceedings, and the recent McKinsey settlement, is there other opioid-related litigation brought by state and local governments?**

Yes. In addition to these cases, the Attorney General's Office continues to be engaged in multistate investigations and settlement negotiations with numerous other pharmaceutical manufacturers and distributors for violations of state consumer protection laws. The Office is leading nationwide efforts to ensure public disclosure of opioid-related documents, which are designed to achieve accountability, transparency, and prevention of future harm. The Office is also coordinating with the [Opioid Epidemic Response Advisory Council](#) to ensure any potential settlement funds are used as effectively as possible throughout Minnesota to remedy the ongoing opioid crisis.

**24. Where can I get more information about the Settlements?**

Cities or counties that hired attorneys to file opioid litigation should consult their attorneys. Additional information on the Settlements can be found at the national settlement website, [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com), or the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). To speak with someone on the Attorney General's opioids team, email [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us) or call (612) 429-7126 and leave a voicemail.





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## **Minnesota Opioid Settlement Executive Summary**

Minnesota has joined a broad multistate coalition in reaching nationwide settlements with the three largest opioid distributors – AmerisourceBergen, Cardinal Health, and McKesson – and opioid manufacturer Johnson & Johnson. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis. If the settlements are fully adopted nationally, the distributors will pay \$21 billion over 18 years and Johnson & Johnson will pay \$5 billion over 10 years. Most states have already joined the settlements, but for the agreements to become effective, a critical mass of cities and counties must sign onto the settlements by January 2, 2022.

### **Settlement Structure**

If a critical mass of subdivisions sign on and the settlements become effective:

- Minnesota will be eligible to receive more than \$296 million over 18 years. Up to \$222 million of that will be paid directly to Minnesota cities and counties. The total amount of payments to Minnesota will be determined by the overall degree of participation by cities and counties. The more cities and counties that join, the more money everyone in Minnesota will receive. Distribution within Minnesota will be determined by the state-subdivision agreement (see below).
  - Each state's share of the funding was determined by agreement among the states using a formula that takes into account the impact of the crisis on the state—the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed—and the population of the state.
- Payments will begin to flow to the state and cities and counties as soon as April 2022. The Johnson & Johnson settlement provides for payments to be accelerated if cities and counties sign on early.
- The vast majority of the settlement funds must be used to support any of a wide variety of strategies to fight the opioid crisis. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs that will benefit all regions of the state.
- In addition to the financial components, the settlements also require the companies to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for

suspicious orders. Johnson & Johnson will be prohibited from selling or promoting opioids for ten years.

## **Minnesota Framework**

Minnesota has been preparing for these settlements and the opportunity they present to deliver substantial funding to needed abatement and remediation programs. In 2019, the Legislature passed the Opiate Epidemic Response bill, creating a special opioid abatement account and the Opioid Epidemic Response Advisory Council, which will oversee the spending of the state's share of settlement funds.

Additionally, a months-long partnership between the state and cities and counties has resulted in a state-subdivision agreement (or "Minnesota Memorandum of Agreement") that is designed to maximize the settlement funds coming to the State of Minnesota and get them to where they are needed most. The state-subdivision agreement details how the settlement money will be allocated within the state and also sets out a structure for the distribution of opioid abatement funds from pending bankruptcy plans with Purdue Pharma and Mallinckrodt. A copy of the state-subdivision agreement can be found on the Attorney General's website at [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids).

Pursuant to the state-subdivision agreement—and assuming maximum payments—approximately \$296 million in funds paid to Minnesota and its cities and counties from the Distributor and Johnson & Johnson settlements, as well as tens of millions of additional dollars from the Purdue Pharma and Mallinckrodt bankruptcies, will be allocated as follows:

- **Local Government Abatement Fund.** Seventy-five percent (75%) of the abatement funds will be paid directly to counties and certain municipalities that participate in the settlement. Local government funds will be directly allocated to all participating counties, and all participating municipalities that: (a) have populations of 30,000 or more, (b) have filed lawsuits against the settling defendants, or (c) have public health departments. To promote efficiency in the use of abatement funds and limit the administratively burdensome disbursements of amounts that are too small to add a meaningful abatement response, smaller, non-litigating municipalities will not receive a direct allocation of settlement funds. The allocation percentages for each county and municipality were determined by counsel for the subdivisions negotiating the national settlement agreements and were calculated using data reflect the impact of the opioid crisis on the subdivision.
- **State Fund.** Twenty-five percent (25) of the abatement funds will be paid directly to the State. Pursuant to state law, these funds will go into the special opioid abatement account to be overseen and distributed by the Opioid Epidemic Response Advisory Council. Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to provide child protection services to children and families who are affected by addiction.

The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

Some municipalities in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The state-subdivision agreement includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

### **Subdivision Participation**

It is vital for subdivisions to join the settlements during the initial sign-on period, which ends January 2, 2022. First, very high levels of subdivision participation nationally are necessary for the companies to move forward with the settlements and for everyone to benefit from them. Second, cities or counties cannot receive any portion of the direct settlement funds if they do not sign on to the settlements. Third, in order to maximize the settlement payments that come to Minnesota, full joinder by certain categories of counties and cities is needed. Finally, joinder during the initial sign-on period maximizes the amount of funds available to an individual city or county.

### **Next Steps**

Now: Cities and counties should have received a settlement notice with additional information about the sign on process, which begins by registering on the national settlement website: [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com). Registering is a necessary step toward participation in the settlements. The notice each subdivision received by mail and email provides its unique subdivision registration code, which must be used to register. Registering does not mean that the subdivision has accepted the terms of the national settlement agreements or the state-subdivision agreement.

Next: Each subdivision, via its local legislative body, should adopt a resolution that authorizes a representative of the subdivision to execute Minnesota's state-subdivision agreement and *both* subdivision settlement participation forms (Distributors and Johnson & Johnson), which are required to join the settlements. Cities and counties can obtain model resolutions by contacting the Association of Minnesota Counties or the League of Minnesota Cities. The resolutions should be submitted to the subdivisions' legislative body (*i.e.*, county commission or city council) for approval.

By January 2, 2022: After the appropriate resolution is passed by each subdivision, the authorized representative should sign the Minnesota Memorandum of Agreement, the Distributor Agreement, and the Johnson & Johnson Agreement. The Distributor and Johnson & Johnson agreements can be signed electronically via DocuSign. Subdivisions should receive an email with a link to sign electronically upon registering at [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com). Subdivisions are encouraged to sign onto the Minnesota Memorandum of Agreement and the settlement agreements as soon as possible to avoid scheduling challenges and to ensure that we meet the national subdivision participation threshold for the settlements to become effective.

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or left via voicemail at (612) 429-7126.



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### Minnesota Opioids Settlement Checklist

Cities and counties must complete the following steps:

- ☐ Register your city or county on the national settlement website: [www.nationalopioidsettlement.com](http://www.nationalopioidsettlement.com).
  - a. Notice with a unique registration code was sent to cities and counties in late September. If your city or county did not receive this notice or cannot find its unique registration code and wishes to participate in the settlements, contact the Attorney General's Office.
  - b. Once registered, your designated contact will receive settlement participation packets, including two (2) Subdivision Settlement Participation Forms – one for each of the Distributors and Janssen (Johnson & Johnson) settlements. The settlement sign-on forms can be completed electronically via DocuSign.
- ☐ Adopt a county board or city council resolution authorizing a representative of the subdivision to execute the following:
  - a. The Minnesota Opioids State-Subdivision Memorandum of Agreement (MN MOA)
  - b. The Distributor Subdivision Settlement Participation Form
  - c. The Janssen Subdivision Settlement Participation Form
- ☐ Have the authorized representative execute the following documents:
  - a. The MN MOA
  - b. The Distributor Subdivision Settlement Participation Form (via DocuSign)
  - c. The Janssen Subdivision Settlement Participation Form (via DocuSign)
- ☐ Return the following documents to the Attorney General's Office by email to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us):
  - a. Copy of the completed resolution passed by your city or county
  - b. Executed signature page for the MN MOA

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: [www.ag.state.mn.us/opioids](http://www.ag.state.mn.us/opioids). Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us), or left via voicemail at (612) 429-7126.

## **Opioid Settlement Resolution FAQ**

### **What does this resolution do?**

This resolution signals your county's agreement to both the national opioid litigation settlements and Minnesota's state-subdivision agreement. Passing this resolution will result in your county receiving a portion of the national opioid settlement fund for the next 18 years as long as your county does not initiate legal action against one of the settling distributors or manufacturers. The state-subdivision agreement establishes your county's allocation of the Minnesota opioid settlement and the eligible uses for the settlement dollars.

### **Who was involved in negotiating the state-subdivision agreement?**

The state-subdivision agreement was negotiated by representatives from the Association of Minnesota Counties, the League of Minnesota Cities, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office. The representatives from the Association of Minnesota Counties were advised by county commissioners, county attorneys, and county staff from 17 counties. The negotiating parties also received advisement from state legislators and law firms representing local governments who were party to the nationwide civil litigation.

### **Why should my county approve the resolution?**

Signing onto the national opioid settlement will provide your county with funding for 18 years to mitigate future costs in public health, human services, and public safety related to opioid use. The national opioid settlement is structured so that states receive a larger allocation if they have more jurisdictions agree to the deal. By opting-in, your county increases the overall allocation to Minnesota and to your neighboring jurisdictions.

### **Why does Minn. Stat. § 256.043 need to be amended?**

In 2019, the state legislature created the Opiate Epidemic Response Fund that collected licensing fees from opioid distributors to address the repercussions of opioid addiction in Minnesota. The Fund evenly divides the licensing fees between a state grant program and counties for child protection. The assumption at the time the law was written was that national opioid settlement dollars would go through the Fund. However, the Fund's structure does not meet the legal parameters established in the national opioid settlement so the parties that negotiated the state-settlement agreement needed to develop a different method to allocate the settlement funds in the state.

During negotiations, county representatives advocated for a settlement distribution that gives counties the most flexibility with how to use the opioid settlement dollars. Counties will have the greatest flexibility if settlement dollars are distributed directly to the jurisdiction rather than through the Fund's distribution method which would restrict spending to child protection only. County representatives were able to secure direct payments of 75% of the state's settlement funds to cities and counties (the State keeps the remaining 25%), but it is contingent on Minn. Stat. § 256.043 being amended to remove the child protection allocation from the Fund's formula. If the statute is not amended, the city and county portion of the settlement decreases to 60% and the state's portion increases to 40%. In this scenario, counties will receive half of the state's funds through the Fund's formula, so counties will receive nearly the same amount of funds, just not in direct payments which is preferable. The resolution asks county boards to support amending Minn. Stat. § 256.043 because it will maximize the county's share of the settlement and give counties the most flexibility in using the funds.

# RESOLUTION

## FILLMORE COUNTY BOARD OF COMMISSIONERS Preston, Minnesota 55965

Date December 14, 2021 Resolution No. 2021-  
Motion by \_\_\_\_\_  
Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**Authorizing county staff to execute all necessary documents to ensure County participation in the multistate settlements relating to opioid distributors and manufacturers, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement, and declaring support for an amendment to Minn. Stat. § 256.043, subd. 3(d).**

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis; and

**WHEREAS**, the Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

**WHEREAS**, there is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

**WHEREAS**, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement"); and

**WHEREAS**, during negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minn. Stat. § 256.043, subd. 3(d); and

**WHEREAS**, in order to achieve the goals of flexibility and direct allocation, Minn. Stat. § 256.043, subd. 3(d), must be amended to remove a provision which would otherwise appropriate approximately 50 percent of the state's settlement allocation to county social service agencies for statutorily-prescribed use(s); and

**WHEREAS**, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota; now, therefore,

BE IT RESOLVED, Fillmore County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Fillmore County supports and opts in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson; and

BE IT FURTHER RESOLVED, Fillmore County authorizes county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Fillmore County, supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county

social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

**VOTING AYE**

Commissioners

Dahl ☐

Lentz ☐

Hindt ☐

Bakke ☐

Prestby ☐

**VOTING NAY**

Commissioners

Dahl ☐

Lentz ☐

Hindt ☐

Bakke ☐

Prestby ☐

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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 day of December, 2021.

Witness my hand and official seal at Preston, Minnesota the 14th day of December, 2021.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners



**It has been a long almost two years, the Fillmore County Team has worked hard and I feel has come together and is stronger than ever. Yes we are all sick and tired of COVID, probably no one more than Public Health! We have gone through some tough moments, some hard days and weeks; but we have kept going. We continue to provide the services to Fillmore County to the best of our ability and with smiles on our faces! I am hoping that we can offer all employees a little something extra this year for their hard work, dedication and loyalty! Something that says we appreciate you, we care and we thank you! ☺**

**I was hoping this year the Board would consider giving all full-time employees a full 8 hours additional hours off around the holidays. The goal would be that the Thursday before Christmas and the Monday after Christmas would be when the 8 hours would be utilized. This 8 hours per employee would be intended to be used to enjoy time with family or just a “break” and our Department Heads have guaranteed to me that they could make that happen. There are a few Department Heads that may have to utilize a few more days due to their line of work (Sheriff and Highway) to make sure everyone can utilize the time. I would say that the part-time staff we could prorate based upon their part-time status over the past 6 months.**

**The question that is stirring is what will this cost. Well this year due to the change of Christmas Eve holiday, there is no actual hours granted for Christmas Eve – Yes we have Christmas Eve off all Day due to Christmas being on Saturday, however the County is not expending 4 hours for Christmas Eve as a holiday.**

**The average cost for the one day is approximately \$41,000 and based on if we would have had the four hours float from before it would be \$20,500 (too soon?) ☺. I believe I can cover it as incentive pay through American Recovery Act, but if not it would be normal salary pay through the County as a day off but would be coded separately for clarification by department.**

This is a preliminary draft of the December 14, 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 regular session this 14th day in December, 2021 at 3:00 p.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.

Others present: Bobbie Hillery, Administrator/Clerk; Drew Hatzenbihler, Solid Waste Administrator; Chris Hahn, EDA Director; Colleen Foehrenbacher, Eagle Bluff Executive Director; John DeGeorge, Sheriff; Cristal Adkins, Zoning Administrator; Ron Gregg, Highway Engineer; Lindsie Engle, Human Resources Officer; Julia McCaslin, Account Technician; Christy Smith, Auditor/Treasurer; Pam Schroeder, Highway/Airport Office Manager; Nick Prestby, Jill Huffman; Darren Moser; Joe Goetzke; Bonita Underbakke and Karen Reisner, Fillmore County Journal.

Also, present via WebEx: Sharlene Schobert, Jason McCaslin, Assessor; Tom Kaase

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 Lentz, the Board unanimously approved the following Consent Agenda:

1. Approve November 23, 2021 County Board minutes

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

The Finance Department warrants were reviewed.

Drew Hatzenbihler, Solid Waste Administrator was present.

On motion by Bakke and seconded by Hindt, the Board unanimously approved the SCORE Grant agreement effective July 1, 2021 and expiring June 30, 2026.

Chris Hahn, EDA and Colleen Foehrenbacher, Eagle Bluff Executive Director was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved request for EDA to host Fillmore County Agriculture Summit, February 24, 2022 at Eagle Bluff

On motion by Bakke and seconded by Hindt, the Board unanimously approved the letter of support for the Travel, Tourism & Outdoor Recreation program grant submission by the Eagle Bluff Environmental Learning Center.

Christy Smith, Auditor/Treasurer was present.

Smith reviewed the County fee schedule with the County Board noting that modification have not been made for a few years. She noted that she had worked with all of the Department Heads. She will be sure to follow up again prior to the first meeting of 2022 when the Fee Schedule needs to be adopted per statute.

Citizens input was opened at 3:30 p.m. with Tom Kaase speaking via WebEx. Kaase spoke on the agenda request for an additional day off for county employees. Kaase opposed the request and is concerned about private sector employees. He felt the county already offered a very generous benefit package. Citizens input closed at 3:35 p.m.

John DeGeorge, Sheriff was present.

DeGeorge requested to purchase a 2022 Ford Explorer Squad Car, along with the equipment for the squad. DeGeorge was not able to order the Dodge Charger previously approved by the board. DeGeorge noted that the \$70.50 annual maintenance fee in the quote is an error and will be removed.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the purchase and setup of a 2022 Ford Explorer Squad Car, with a lease from enterprise at \$35,483.00 and equipment from EATI at \$5,789.21, as recommended by the Sheriff.

DeGeorge provided quotes for replacement of the Jail Camera DVR system as the current DVR recording unit has been malfunctioning and is unrepairable. DeGeorge suggested Ban-Koe Systems Group Inc. in the amount of \$9,877.15.

On motion by Hindt and seconded by Bakke, the Board unanimously approved the replacement of Jail Camera DVR system with the use of \$3,000.00 of civil finger printing fees, \$4,000.00 of jail equipment budget and \$2,877.15 from the unallocated expense budget line item as recommended by the Sheriff.

Cristal Adkins, Zoning Administrator was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved an access permit to widen the existing field drive for Justin Boyum, Section 13 of Arendahl Township.

Ron Gregg, Highway Engineer and Pam Schroeder, Highway/Airport Office Manager were present.

On motion by Bakke and seconded by Prestby, the Board unanimously approved the Airport AWOS Companion Grant approval **RESOLUTION: 2021-059:** for the "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. **A2301-36**, at the Fillmore County Airport.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the **RESOLUTION: 2021-060** to purchase 0.29 Acres for the Airport AWOS location.

On motion by Hindt and seconded by Bakke, the Board unanimously approved awarding low bid contract to Neo Electrical Solutions for the moving of the AWOS in the amount of \$90,760.00.

On motion by Prestby and seconded by Hindt, the Board unanimously approved the low bid for the Bridge Replacement Project on CSAH 30, SAP 023-630-008 using Minnowa Construction for \$283,338.80.

On motion by Hindt and seconded by Bakke, the Board unanimously approved the low bid for the Bridge Replacement Project on CSAH 26, SAP 023-626-009 using Minnowa Construction for \$267,353.45.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the low bid for the Bridge Replacement Project on CR 105 in Arendahl Township LOST 88938-105 using Minnowa Construction for \$147,192.50.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the low bid for the Bridge Replacement Project in Newburg Township, SAP 023-599-164 using Minnowa Construction for \$121,300.00.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the low bid for the two bridge replacement under one contract in Sumner & Norway Townships, SAP 023-599-208 & SAP 023-599-211 using Minnowa Construction for \$221,830.00.

On motion by Prestby and seconded by Bakke, the Board unanimously approved the low bid for the Surface Reconditioning Project on CSAH 30 from TH 139 to the Niagara Cave, SAP 023-630-006 using Rochester Sand & Gravel for \$873,085.56.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the final payment **RESOLUTION 2021-061:** for the Bridge Replacement project on CSAH 15 Carimona Township, SAP 023-615-015.

On motion by Hindt and seconded by Lentz, the Board unanimously approved the final payment **RESOLUTION 2021-062:** for the Surface Reconditioning Project on CSAH 18, 23, & 25, SAP 023-618- 010, 023-623-030 & 023-625-015.

Lindsie Engle, Human Resources Officer was present.

On motion by Prestby and seconded by Hindt, the Board unanimously approved the request to hire Alexandra Meldahl as a Social Worker for the Social Services Department in Community Services at Grade 12/ Step 1 effective 01/03/2022 as recommended by the Hiring Committee.

Bobbie Hillery, Administrator was present.

Hillery did a breakdown on American Rescue Plan Act expenditures. She noted that the board has used \$425,000 of \$4.2 million.

Darren Moser from AcenTek presented on a proposed fiber project in Canton. Acentek is requesting \$850,265 (35%) ARPA funds. AcenTek would contribute \$1,579,064 (65%). The project would start in 2023 and be completed in 2024. This will provide fiber to approximately 267 residences, businesses and farms in the Canton telephone exchange.

Hillery continued discussion by requesting to add five positions by using ARPA funds; Income Maintenance, Attorney Paralegal, Floater, Sheriff Deputy and Jailer positions. Hillery asked the board if this is something they want to move forward with. Dahl noted the positions have been talked about at the personnel committee.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request to advertise for a Paralegal as requested by County Attorney and recommended by the Personnel Committee with the use of American Recovery Act dollars.

DeGeorge spoke on the Sheriff Deputy and Jailer position. DeGeorge talked about the current struggles of scheduling and staffing during COVID. DeGeorge expressed concern with fewer applicants and future retirements. Lentz noted this as an opportunity to secure good part-time people into full-time positions.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request to allow Sheriff DeGeorge to move a current part-time deputy to a full-time deputy position.

DeGeorge spoke on the jailer position and having the same difficulties scheduling and staffing as the deputies. DeGeorge currently has one overnight jailer shift and requesting a second jailer shift to help cover the overnight. Discussion on the new positions will continue and be put on the next agenda.

Discussion ensued regarding advertising the RFP for Jail Architectural services and setting up a committee to review the proposals once submitted. The RFP will need to be posted in the paper for 2 weeks and Hillery will reach out to architects that she is aware of that are interested.. Dahl agrees with the RFP. Lentz thinks the entire board should be involved in the proposals. Hillery wants in person interviews to take place in early February. Bakke would like the Chair and Vice Chair to handle the interviews. The Board will determine the committee for application review and interviews at their next meeting.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the request to advertise for RFP for a Jail Architect.

On motion by Bakke and seconded by Prestby, the Board unanimously approved the ATV ordinance.

On motion by Hindt and seconded by Lentz, the Board unanimously approved the appointment of Daniel Terbeest for District 3 for the Extension Committee

The chair recessed the board meeting at 5:35 p.m. and resumed back in session at 5:43 p.m.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the **RESOLUTION 2021-063:** Updated City of Lanesboro Abatement Agreement

On motion by Bakke and seconded by Lentz, the Board unanimously approved the **RESOLUTION 2021-064:** Opioid Settlement

Hillery requested for additional 8 hour employee time off option. Hillery gave a background on the reasoning for the request. With staff shortages, keeping good employees and building moral; this is a great way to show appreciation. Hillery noted that some staff had to use some or all of their PTO from having COVID or being exposed. Hillery noted that the county cannot buy gifts or give bonuses due to being a government entity. The ARPA funds could be utilized for incentive pay. Hindt noted that a lot of counties have a staffing crisis and this would be a good will gesture for an extra day off over the holidays. Prestby disagreed with an additional 8 hours, noting the county has an attractive benefit package and 72 percent of employees were able to work from home during the pandemic.

On motion by Hindt and seconded by Lentz, the Board approved the request for 8 hours additional PTO for employees to use between December 15<sup>th</sup>, 2021 and December 30, 2021 with Department Heads being responsible for administering the use; Dahl, Lentz, Hindt and Bakke – Aye and Prestby – Nay.

On motion by Lentz and seconded by Prestby, the Board unanimously approved the request for Nessus Scanner System for Human Services from Marco, Inc., not to exceed \$12,390.00 as recommended by the Administrator.

On motion by Lentz and seconded by Bakke, the Board unanimously approved the request for Lumen Phone Contract for a 3 year agreement for the IQ Managed Data Bundle for the Courthouse and County Office Building for \$580.00/month for 3 years and the IQ SIP Trunk for \$738.17/month for 3 years for the Courthouse and County Office Building as recommended by the Administrator.

The following announcements, calendar review and committee reports were given: Truth in Taxation hearing at 6:30 p.m.

On a motion by Hindt and seconded by Prestby, the Board Chair adjourned the meeting at 6:14 p.m.

