

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
May 4, 2021**

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

Mitch Lentz – First District

Larry Hindt – Third District

Randy Dahl – Second District

Duane Bakke – Fourth District

Marc Prestby – Fifth District

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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 187 336 2080; 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 187 336 2080, may need password gxMbbmY34F6**

9:00 a.m.     Pledge of Allegiance  
                  Approve agenda

                  Approve Consent Agenda:

1. April 27, 2021 County Board minutes

                  Approve Commissioners’ Warrants

                  Review Finance Warrants

9:05 a.m.     Terry Schultz, Maintenance Supervisor

1. Discussion with possible action regarding roof quotes for the County Office Building
2. Discussion with possible action regarding the quote for the Fire Alarm Control Panels Upgrade for the Courthouse and the Office Building and the Highway Engineer Building

9:20 a.m.     Chris Hahn, Economic Development Authority

1. Discussion with possible action to develop a website for economic development

9:30 a.m.     Citizens Input

9:35 a.m.     Ron Gregg, Highway/Airport

1. Request Board approval to advertise the Bridge No. 7979 replacement project SAP 023-615-015
2. Discussion with possible action regarding the final bid results for the Airport T-Hanger Construction Project

9:50 a.m.     Kristina Kohn, Human Resources

1. Consider first reading of draft changes to Conferences & Seminars policy
2. Consider first reading of draft changes to General Provisions policy
3. Consider first reading of draft changes to Discipline policy
4. Consider discussion with possible action regarding structure and staffing for Finance and A/T as recommended by the Personnel Committee
5. Consider request to advertise for replacement County Surveyor as requested by the County Engineer and recommended by the Personnel Committee

FILLMORE COUNTY BOARD OF COMMISSIONERS

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6. Consider request to recruit summer mowing personnel in the Highway Department as requested by the County Engineer and recommended by the Personnel Committee
7. Consider request to hire replacement Social Worker at Grade 12/Step 1 effective 5/28/21 as requested by the Social Services Manager and recommended by the Hiring Committee

10:10 a.m. Bobbie Hillery, Administrator

1. Consider resolution for continuation of the Emergency Declaration

Calendar review, Committee Reports and Announcements

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

|                  |            |                               |                |
|------------------|------------|-------------------------------|----------------|
| Monday, May 10   | 6:00 p.m.  | DAC, Preston                  | Lentz          |
|                  | 6:30 p.m.  | SEMCAC, St. Charles           | Dahl           |
| Tuesday, May 11  | 7:30 a.m.  | Safety/Emergency Management   | Prestby, Hindt |
|                  | 9:00 a.m.  | Board Meeting, Boardroom      | All            |
| Thursday, May 13 | 12:00 noon | FC Corrections Task Force     | Bakke          |
| Tuesday, May 18  | 8:00 a.m.  | Law Enforcement               | Prestby, Lentz |
|                  | 9:00 a.m.  | Technology                    | Prestby, Lentz |
| Thursday, May 20 | 10:00 a.m. | Historical Society (Fountain) | Bakke          |
|                  | 4:30 p.m.  | SWCD Meeting (SWCD building)  | Bakke          |

**COMMITTEE OPENINGS:**

|                                               |                         |
|-----------------------------------------------|-------------------------|
| Community Corrections Task Force – District 2 | meets quarterly at noon |
| Community Corrections Task Force – District 1 |                         |
| Community Corrections Task Force – At Large   |                         |
| Extension – District 2                        | meets quarterly         |
| Extension – District 5                        |                         |

This is a preliminary draft of the April 27, 2021, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in special session this 27<sup>th</sup> day of April, 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; Bobbie Hillery, Administrator/Clerk; Chris Hahn, EDA; Cristal Adkins, Zoning Administrator; Brett Corson, Attorney; Ron Gregg, Highway; John DeGeorge, Sheriff; Jamie Fenske, Jail Administrator; Terry Schultz, Building Maintenance Supervisor; Kristina Kohn, Human Resources Officer; and Karen Reisner, Fillmore County Journal.

Also, present via WebEx: Sarah Mattes, SEH, Drew Hatzenbihler, Solid Waste Administrator; Lori Affeldt, Finance; Kristi Ruesink, Accounting Technician; Lindsie Engle, Accounting Technician; Bonita Underbakke and Tom Kaase.

The Pledge of Allegiance was recited.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the amended Agenda, which added discussion with possible action for the Airport construction bids.

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

1. April 13, 2021 County Board minutes
2. Renewal of Liquor, Wine, Club license for Old Barn Resort & Golf club
3. Renewal of Gambling license for Preston Area Chamber of Commerce

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

The Finance Department warrants were reviewed.

Chris Hahn, Economic Development Authority was present. Action is being requested to develop a Fillmore County, EDA website.

The Board unanimously voted to bring back the request to develop a Fillmore County EDA website after contract is reviewed by County Attorney, Brett Corson. The Board also asked Chris Hahn to seek out if there was a possibility of a lesser term agreement.

The Citizen's Input portion of the meeting opened and closed at 9:44 a.m.

Brett Corson, County Attorney was present.

On a motion by Prestby and seconded by Bakke, the Board unanimously approved the agreement to provide prosecution services for the City of Canton.

Cristal Adkins, Zoning Administrator was present.

On a motion by Bakke and seconded by Hindt, the following resolution was unanimously adopted:

**RESOLUTION 2021-022:** Conditional Use Permit for a Country Inn, owned by Derrick & Christine

Hongerholt, Holt Township.

On a motion by Lentz and seconded by Hindt, the Board unanimously approved the request to consider an access permit for field drive for Brad Krahn, section 18 of Fillmore Township.

On a motion by Bakke and seconded by Lentz, the Board unanimously approved the request to consider an access permit for field drive for Eric Ruen, section 11 of Carrolton Township.

Ron Gregg, Highway was present.

On a motion by Bakke and seconded by Prestby the Board unanimously approved the bid from Rochester Sand & Gravel in the amount of \$1,531,685.33 for the CSAH 15 project from CSAH 44 south to Granger.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved to award the bids for the following aggregate rock to Bruening Rock Products at the recommendation of the County Highway Engineer and at the low bid as follows:

- 2,835 tons for CSAH 11 to CSAH 14 (Carimona twp.), \$9.099 /unit for a total of \$25,795.67
- 1,890 tons for CSAH 11 to Blktp CSAH 12 (Bloomfield/ Spring Valley townships), \$9.539/unit for a total of \$18,028.71
- 3,307.5 tons for CSAH 17 to TH 52 (Preston twp.), \$9.099/unit for a total of \$30,094.94
- 4,725 tons for TH 43 W to Blktp CSAH 18 (Preble & Amherst twps.), \$9.939/unit for a total of \$46,961.78
- 4,063.5 tons for 295<sup>th</sup> Ave to Blktp CSAH 30 (Harmony & Bristol twps.), \$9.099/unit for a total of \$36,973.79
- 3,375 tons for TH 30 to Deep River Rd (Arendahl twp.), \$9.899/unit for a total of \$33,409.13
- 2,430 tons for Sections 32, 33 (Amherst twp.) & Sections 5,4 (Canton twp.), \$9.999/unit for a total of \$24,297.57

On a motion by Prestby and seconded by Bakke, the Board unanimously approved to award the bids for the following aggregate rock to Orval Sorum & Sons at the recommendation of the County Highway Engineer and at the low bid as follows:

- 3,213 tons for CSAH 12 to CSAH 16 (Preston & Amherst twps.), \$8.39 /unit for a total of \$26,957.07

On a motion by Lentz and seconded by Bakke, the Board unanimously approved to award the bids for the following aggregate rock to Milestone Materials at the recommendation of the County Highway Engineer and at the low bid as follows:

- 1,768.5 tons for TH 43 to Tower Ridge Rd (City of Rushford Village), \$9.72 /unit for a total of \$17,189.82

On a Motion from Prestby and seconded by Bakke, the Board unanimously approved the stockpile rock prices from all companies; Orval Sorum & Sons - \$7.50, Bruening Rock Products - \$8.50, and Milestone Materials - \$7.50.

The Board unanimously voted to bring back the Fillmore County Cattle Pass Policy for a second reading. The board requests the policy name be modified to Fillmore County Livestock Pass Policy.

On a motion by Bakke and seconded by Prestby, the Board unanimously voted to proceed with negotiations with the lone bidder, Everstrong Construction to reevaluate the bid for the airport project, due to the Engineer's estimate being \$1,249,602.50 for the project and the bid coming in at \$1,802,002.15.

John DeGeorge, Sheriff was present.

On a motion by Lentz and seconded by Hindt, the Board unanimously approved the 2020 EMPG Grant Contract in \$20,822.00.

On a motion by Prestby and seconded by Lentz, the Board unanimously approved the Sentence to Serve Contract for 2022 at \$75,074.94 and 2023 at \$77,627.48.

Sheriff DeGeorge gave an update on feedback received on the jail assessment needs community outreach presentation.

Terry Schultz, Facilities Maintenance Supervisor was present.

On a motion by Bakke and seconded by Lentz, the Board unanimously approved the request to upgrade the Automated Logic software for the Courthouse, FCOB, and Jail at a cost of \$8,890.00 with funds being utilized from the Infrastructure/IS funds.

Kristina Kohn, Human Resources was present.

The Board unanimously voted to bring back a first reading of changes to the Conferences & Seminars policy.

The Board unanimously voted to bring back a second reading of changes to the General Provisions policy.

On a motion by Prestby and seconded by Bakke, the Board unanimously approved the second reading of the Compensation policy.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved the request to hire two (2) summer help in the Highway Department at Grade 3/Step 1 effective 5/10/2021.

On a motion by Prestby and seconded by Lentz, the Board unanimously approved the resignation request to retire for Jeffrey Brand, Surveyor, Effective 9/7/2021 and thanked him for his 12 years of service.

On a motion by Bakke and seconded by Hindt, the Board unanimously approved the request to hire summer help in Sanitation department at Grade 3/Step 1 as requested by the Solid Waste Administrator and recommended by the Personnel Committee.

On a motion by Lentz and seconded by Hindt, the Board unanimously approved the resignation request from Amy Hershberger, Child Support Officer, effective 4/29/2021 and thanked her for her 6 years of service.

On a motion by Hindt and seconded by Bakke, the Board unanimously approved the request to advertise for replacement Child Support Officer as requested by the Social Services Manager and recommended by the Personnel Committee.

On a motion by Lentz and seconded by Hindt, the Board unanimously approved the request to hire Brittney Dahl, replacement Eligibility Worker effective May 17, 2021 at Grade 8/ Step 1 with starting wage of \$22.41.

A review of the calendar was done with the following committee reports and announcements given: Bakke- Historical Society, SWCD, and Planning Commission. Prestby/ Lentz- Law Enforcement and Technology. Lentz/ Hindt- EDA. Lentz- Zumbro Valley Health. Prestby/ Bakke- Highway Department.

On motion by Lentz and seconded by Hindt, the Chair adjourned the meeting at 11:43 a.m.

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4/29/21

9:49AM

1 County Revenue Fund

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

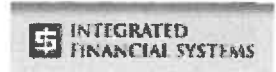


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| Vendor | Name                              | Rpt  | Amount | Warrant Description          | Invoice #      | Account/Formula Descripti        | 1099 |
|--------|-----------------------------------|------|--------|------------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                   | Accr |        | Service Dates                | Paid On Bhf #  | On Behalf of Name                |      |
| 3      | DEPT                              |      |        | Board Of Commissioners       |                |                                  |      |
| 5887   | Dahl/Randy                        |      |        |                              |                |                                  |      |
|        | 01-003-000-0000-6335              |      | 129.92 | April 2021 Mileage           |                | Employee Automobile Allowance    | N    |
|        |                                   |      |        | 04/06/2021                   | 04/27/2021     |                                  |      |
| 5887   | Dahl/Randy                        |      | 129.92 |                              | 1 Transactions |                                  |      |
| 82132  | Fillmore Co Journal               |      |        |                              |                |                                  |      |
|        | 01-003-000-0000-6233              |      | 132.14 | Board Mtg Minutes - 04/06/21 | 121112         | Publications                     | N    |
|        |                                   |      |        | 04/19/2021                   | 04/19/2021     |                                  |      |
| 82132  | Fillmore Co Journal               |      | 132.14 |                              | 1 Transactions |                                  |      |
| 6732   | Hindt/Lawrence E                  |      |        |                              |                |                                  |      |
|        | 01-003-000-0000-6335              |      | 56.79  | April 2021 Mileage           |                | Employee Automobile Allowance    | N    |
|        |                                   |      |        | 04/06/2021                   | 04/27/2021     |                                  |      |
| 6732   | Hindt/Lawrence E                  |      | 56.79  |                              | 1 Transactions |                                  |      |
| 1152   | Prestby/Marc                      |      |        |                              |                |                                  |      |
|        | 01-003-000-0000-6335              |      | 99.68  | April 2021 Mileage           |                | Employee Automobile Allowance    | N    |
|        |                                   |      |        | 03/23/2021                   | 04/27/2021     |                                  |      |
| 1152   | Prestby/Marc                      |      | 99.68  |                              | 1 Transactions |                                  |      |
| 3      | DEPT Total:                       |      | 418.53 | Board Of Commissioners       | 4 Vendors      | 4 Transactions                   |      |
| 61     | DEPT                              |      |        | Data Processing              |                |                                  |      |
| 6048   | Girard's Business Solutions, Inc. |      |        |                              |                |                                  |      |
|        | 01-061-000-0000-6310              |      | 49.99  | Roller Kit for Check Scanner | 93676          | Contract Repairs And Maintenance | N    |
|        |                                   |      |        | 04/20/2021                   | 04/20/2021     |                                  |      |
| 6048   | Girard's Business Solutions, Inc. |      | 49.99  |                              | 1 Transactions |                                  |      |
| 61     | DEPT Total:                       |      | 49.99  | Data Processing              | 1 Vendors      | 1 Transactions                   |      |
| 91     | DEPT                              |      |        | County Attorney              |                |                                  |      |
| 87029  | Washington Co Sheriff Office      |      |        |                              |                |                                  |      |
|        | 01-091-000-0000-6377              |      | 70.00  | Personal SVC - Severson      | 21000903       | Fees And Service Charges         | N    |
|        |                                   |      |        | 04/23/2021                   | 04/23/2021     |                                  |      |
| 87029  | Washington Co Sheriff Office      |      | 70.00  |                              | 1 Transactions |                                  |      |

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4/29/21 9:49AM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|     | <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>         |             |
| 91  | DEPT Total:                                 |             | 70.00         | County Attorney                 | 1 Vendors            | 1 Transactions                   |             |
| 103 | DEPT                                        |             |               | Assessor                        |                      |                                  |             |
|     | 9527 MN State Board Of Assessors            |             |               |                                 |                      |                                  |             |
|     | 01- 103- 000- 0000- 6242                    |             | 50.00         | Assessor License - A Hillery    |                      | Membership Dues                  | N           |
|     |                                             |             |               | 04/26/2021 04/26/2021           |                      |                                  |             |
|     | 9527 MN State Board Of Assessors            |             | 50.00         | 1 Transactions                  |                      |                                  |             |
| 103 | DEPT Total:                                 |             | 50.00         | Assessor                        | 1 Vendors            | 1 Transactions                   |             |
| 111 | DEPT                                        |             |               | Facilites Mtce                  |                      |                                  |             |
|     | 111 Fillmore Co Treasurer- Credit Card/ACH  |             |               |                                 |                      |                                  |             |
|     | 01- 111- 000- 0000- 6317                    |             | 69.98         | Maintenance Supplies            | 27537753             | Building Maintenance             | N           |
|     |                                             |             |               | 03/03/2021 03/03/2021           |                      |                                  |             |
|     | 111 Fillmore Co Treasurer- Credit Card/ACH  |             | 69.98         | 1 Transactions                  |                      |                                  |             |
|     | 5988 Preston Auto Parts                     |             |               |                                 |                      |                                  |             |
|     | 01- 111- 000- 0000- 6316                    |             | 29.99         | Grass Seed                      | 670632               | Grounds Maintenance              | N           |
|     |                                             |             |               | 04/28/2021 04/28/2021           |                      |                                  |             |
|     | 5988 Preston Auto Parts                     |             | 29.99         | 1 Transactions                  |                      |                                  |             |
|     | 303 Preston Equipment Company               |             |               |                                 |                      |                                  |             |
|     | 01- 111- 000- 0000- 6316                    |             | 11.98         | Weedwacker Replacement Blades   | 01- 108947           | Grounds Maintenance              | N           |
|     |                                             |             |               | 04/23/2021 04/23/2021           |                      |                                  |             |
|     | 303 Preston Equipment Company               |             | 11.98         | 1 Transactions                  |                      |                                  |             |
| 111 | DEPT Total:                                 |             | 111.95        | Facilites Mtce                  | 3 Vendors            | 3 Transactions                   |             |
| 149 | DEPT                                        |             |               | Other General Government        |                      |                                  |             |
|     | 5005 Cintas Corporation- First Aid & Safety |             |               |                                 |                      |                                  |             |
|     | 01- 149- 000- 0000- 6377                    |             | 62.50         | Service 1st Aid Kits - Crthouse | 5059363505           | Fees And Service Charges         | N           |
|     |                                             |             |               | 04/21/2021 04/21/2021           |                      |                                  |             |
|     | 01- 149- 000- 0000- 6377                    |             | 4.88          | Service 1st Aid Kit - Jail      | 5059363515           | Fees And Service Charges         | N           |
|     |                                             |             |               | 04/21/2021 04/21/2021           |                      |                                  |             |
|     | 01- 149- 000- 0000- 6377                    |             | 42.69         | Service 1st Aid Kit - RRC       | 5059363527           | Fees And Service Charges         | N           |
|     |                                             |             |               | 04/21/2021 04/21/2021           |                      |                                  |             |
|     | 01- 149- 000- 0000- 6377                    |             | 26.08         | Service 1st Aid Kit - FCOB      | 5059363540           | Fees And Service Charges         | N           |
|     |                                             |             |               | 04/21/2021 04/21/2021           |                      |                                  |             |

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4/29/21 9:49AM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| 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- 149- 000- 0000- 6377                   |      | 203.78 | Service 1st Aid Kit - Hwy      | 5059363579    | Fees And Service Charges      | N    |
|        |                                            |      |        | 04/21/2021 04/21/2021          |               |                               |      |
| 5005   | Cintas Corporation- First Aid & Safety     |      | 339.93 | 5 Transactions                 |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH     |      |        |                                |               |                               |      |
|        | 01- 149- 000- 0000- 6372                   |      | 15.00  | Gift Cert - Sweet Shop         | 084624        | Wellness Grant Expenses       | N    |
|        |                                            |      |        | 03/03/2021 03/03/2021          |               |                               |      |
|        | 01- 149- 000- 0000- 6408                   |      | 99.40  | County Shared Office Supplies  | 1698630       | County Shared Office Supplies | N    |
|        |                                            |      |        | 03/10/2021 03/10/2021          |               |                               |      |
|        | 01- 149- 000- 0000- 6372                   |      | 29.87  | Retractable Clips - Emp Badges | 4537015       | Wellness Grant Expenses       | N    |
|        |                                            |      |        | 03/22/2021 03/22/2021          |               |                               |      |
|        | 01- 149- 000- 0000- 6408                   |      | 154.46 | County Shared Office Supplies  | 6474617       | County Shared Office Supplies | N    |
|        |                                            |      |        | 03/02/2021 03/02/2021          |               |                               |      |
|        | 01- 149- 000- 0000- 6408                   |      | 79.41  | County Shared Office Supplies  | 8992257       | County Shared Office Supplies | N    |
|        |                                            |      |        | 03/04/2021 03/04/2021          |               |                               |      |
|        | 01- 149- 000- 0000- 6372                   |      | 15.00  | Wellness Gift Cert - Estelle's | 93            | Wellness Grant Expenses       | N    |
|        |                                            |      |        | 02/23/2021 02/23/2021          |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH     |      | 393.14 | 6 Transactions                 |               |                               |      |
| 597    | MN Secretary Of State- Notary              |      |        |                                |               |                               |      |
|        | 01- 149- 000- 0000- 6377                   |      | 120.00 | Notary Application - L Engle   |               | Fees And Service Charges      | N    |
|        |                                            |      |        | 04/27/2021 04/27/2021          |               |                               |      |
| 597    | MN Secretary Of State- Notary              |      | 120.00 | 1 Transactions                 |               |                               |      |
| 149    | DEPT Total:                                |      | 853.07 | Other General Government       | 3 Vendors     | 12 Transactions               |      |
| 202    | DEPT                                       |      |        | Sheriff                        |               |                               |      |
|        | 355 Streicher's, Inc.                      |      |        |                                |               |                               |      |
|        | 01- 202- 000- 0000- 6173                   |      | 69.99  | Part- time Deputy Uniform      | 1498543       | Uniform Allowance             | N    |
|        |                                            |      |        | 04/21/2021 04/21/2021          |               |                               |      |
|        | 355 Streicher's, Inc.                      |      | 69.99  | 1 Transactions                 |               |                               |      |
| 202    | DEPT Total:                                |      | 69.99  | Sheriff                        | 1 Vendors     | 1 Transactions                |      |
| 251    | DEPT                                       |      |        | County Jail                    |               |                               |      |
|        | 6978 Aramark Uniform & Career Apparal Grou |      |        |                                |               |                               |      |
|        | 01- 251- 000- 0000- 6377                   |      | 126.99 | Jail Laundry                   | 2801283580    | Fees And Service Charges      | N    |
|        |                                            |      |        | 04/28/2021 04/28/2021          |               |                               |      |



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4/29/21 9:49AM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor | Name                                  | Rpt  | Amount    | Warrant Description            | Invoice #     | Account/Formula Descripti             | 1099 |
|--------|---------------------------------------|------|-----------|--------------------------------|---------------|---------------------------------------|------|
| No.    | Account/Formula                       | Accr |           | Service Dates                  | Paid On Bhf # | On Behalf of Name                     |      |
| 6978   | Aramark Uniform & Career Apparal Grou |      | 126.99    |                                |               |                                       |      |
|        |                                       |      |           | 1 Transactions                 |               |                                       |      |
| 251    | DEPT Total:                           |      | 126.99    | County Jail                    | 1 Vendors     | 1 Transactions                        |      |
| 446    | DEPT                                  |      |           | Mch Program                    |               |                                       |      |
| 1285   | Houston County Public Health          |      |           |                                |               |                                       |      |
|        | 01- 446- 000- 0000- 6088              |      | 5,307.31  | MCH & FAP Jan- Mar             |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                       |      |           | 04/19/2021 04/19/2021          |               |                                       |      |
|        | 01- 446- 000- 0000- 6088              |      | 5,477.20  | WIC Mar 2021                   |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                       |      |           | 04/22/2021 04/22/2021          |               |                                       |      |
|        | 01- 446- 000- 0000- 6088              |      | 505.01    | TANF Mar 21                    |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                       |      |           | 04/27/2021 04/27/2021          |               |                                       |      |
| 1285   | Houston County Public Health          |      | 11,289.52 | 3 Transactions                 |               |                                       |      |
| 7045   | Prevent Child Abuse America           |      |           |                                |               |                                       |      |
|        | 01- 446- 000- 0000- 6257              |      | 700.00    | FFS Virtual Training- Oct 2020 | 10397         | EBHV Expense                          | N    |
|        |                                       |      |           | 10/30/2020 10/30/2020          |               |                                       |      |
| 7045   | Prevent Child Abuse America           |      | 700.00    | 1 Transactions                 |               |                                       |      |
| 446    | DEPT Total:                           |      | 11,989.52 | Mch Program                    | 2 Vendors     | 4 Transactions                        |      |
| 1      | Fund Total:                           |      | 13,740.04 | County Revenue Fund            |               | 28 Transactions                       |      |

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4/29/21 9:49AM  
13 County Road & Bridge

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



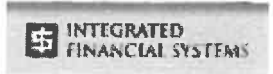
Page 6

| 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         |               |                                    |      |
| 80445  | Beckley's Office Products, Inc. |          |                                |               |                                    |      |
|        | 13- 300- 000- 0000- 6270        | 848.92   | 4/19 plotter repair            | 71061         | Data Processing                    | N    |
| 80445  | Beckley's Office Products, Inc. | 848.92   | 1 Transactions                 |               |                                    |      |
| 110    | Fillmore Co Treasurer           |          |                                |               |                                    |      |
|        | 13- 300- 000- 0000- 6205        | 29.89    | 4/28 postage                   | March         | Postage And Postal Box Rent        | N    |
| 110    | Fillmore Co Treasurer           | 29.89    | 1 Transactions                 |               |                                    |      |
| 4524   | SynTech Systems                 |          |                                |               |                                    |      |
|        | 13- 300- 000- 0000- 6270        | 550.00   | 4/12 fuelmaster support renewa | 230860        | Data Processing                    | N    |
| 4524   | SynTech Systems                 | 550.00   | 1 Transactions                 |               |                                    |      |
| 300    | DEPT Total:                     | 1,428.81 | Highway Administration         | 3 Vendors     | 3 Transactions                     |      |
| 310    | DEPT                            |          | Highway Maintenance            |               |                                    |      |
| 4414   | Advanced Drainage Systems, Inc. |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6520        | 284.16   | 4/15 culvert                   | 19744280      | Culverts                           | N    |
| 4414   | Advanced Drainage Systems, Inc. | 284.16   | 1 Transactions                 |               |                                    |      |
| 5011   | Alcon Construction Corp         |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6580        | 500.00   | 4/15 guardrail                 | 1             | Other Repair And Maintenance Suppl | N    |
| 5011   | Alcon Construction Corp         | 500.00   | 1 Transactions                 |               |                                    |      |
| 1891   | Bruening Rock Products, Inc.    |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6505        | 331.13   | 3/12 rock                      | 201091        | Aggregate                          | N    |
| 1891   | Bruening Rock Products, Inc.    | 331.13   | 1 Transactions                 |               |                                    |      |
| 3440   | Hancock Concrete Products LLC   |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6520        | 3,380.80 | 4/14 culvert repair            | 1726338       | Culverts                           | N    |
| 3440   | Hancock Concrete Products LLC   | 3,380.80 | 1 Transactions                 |               |                                    |      |
| 5682   | Herness Construction Co         |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6580        | 3,060.00 | 4/5 mailbox supports           | 2985          | Other Repair And Maintenance Suppl | N    |
| 5682   | Herness Construction Co         | 3,060.00 | 1 Transactions                 |               |                                    |      |
| 9121   | Kokinos/Todd                    |          |                                |               |                                    |      |
|        | 13- 310- 000- 0000- 6466        | 200.00   | 4/28 safety boots              |               | Safety Materials                   | N    |

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4/29/21 9:49AM  
13 County Road & Bridge

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 7

| Vendor | Name                      | Rpt  | Warrant Description | Invoice #                   | Account/Formula Descripti | 1099                                 |
|--------|---------------------------|------|---------------------|-----------------------------|---------------------------|--------------------------------------|
| No.    | Account/Formula           | Accr | Service Dates       | Paid On Bhf #               | On Behalf of Name         |                                      |
| 9121   | Kokinos/Todd              |      | 200.00              | 1 Transactions              |                           |                                      |
| 1067   | Preston Dairy & Farm Assn |      |                     |                             |                           |                                      |
|        | 13-310-000-0000-6529      |      | 114.00              | 4/12 grass seed             | 215928                    | Seeding N                            |
|        | 13-310-000-0000-6529      |      | 228.00              | 4/14 grass seed             | 215979                    | Seeding N                            |
| 1067   | Preston Dairy & Farm Assn |      | 342.00              | 2 Transactions              |                           |                                      |
| 310    | DEPT Total:               |      | 8,098.09            | Highway Maintenance         | 7 Vendors                 | 8 Transactions                       |
| 320    | DEPT                      |      |                     | Highway Construction        |                           |                                      |
| 8517   | Frontier Precision, Inc   |      |                     |                             |                           |                                      |
|        | 13-320-000-0000-6501      |      | 830.00              | 4/21 total station repair   | 231083                    | Engineering And Surveying Supplies N |
| 8517   | Frontier Precision, Inc   |      | 830.00              | 1 Transactions              |                           |                                      |
| 4122   | M & M Lawn & Leisure      |      |                     |                             |                           |                                      |
|        | 13-320-000-0000-6640      |      | 10,340.00           | 4/21 ATV                    |                           | Equipment Purchased N                |
| 4122   | M & M Lawn & Leisure      |      | 10,340.00           | 1 Transactions              |                           |                                      |
| 320    | DEPT Total:               |      | 11,170.00           | Highway Construction        | 2 Vendors                 | 2 Transactions                       |
| 330    | DEPT                      |      |                     | Equipment Maintenance Shops |                           |                                      |
| 303    | Preston Equipment Company |      |                     |                             |                           |                                      |
|        | 13-330-000-0000-6575      |      | 278.33              | 4/14 labor                  | 01-108413                 | Machinery Parts N                    |
|        | 13-330-000-0000-6575      |      | 822.17              | 4/14 parts                  | 01-108413                 | Machinery Parts N                    |
|        | 13-330-000-0000-6575      |      | 34.41               | 4/20 parts                  | 01-108752                 | Machinery Parts N                    |
|        | 13-330-000-0000-6575      |      | 28.64               | 4/20 parts                  | 01-108753                 | Machinery Parts N                    |
|        | 13-330-000-0000-6575      |      | 26.51               | 4/20 parts                  | 01-108754                 | Machinery Parts N                    |
| 303    | Preston Equipment Company |      | 1,190.06            | 5 Transactions              |                           |                                      |
| 330    | DEPT Total:               |      | 1,190.06            | Equipment Maintenance Shops | 1 Vendors                 | 5 Transactions                       |
| 13     | Fund Total:               |      | 21,886.96           | County Road & Bridge        |                           | 18 Transactions                      |

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14 Sanitation Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|     | <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>         |             |
| 390 | DEPT                         |             |               | Resource Recovery Center   |                      |                                  |             |
|     | 6150 Cintas Corporation No.2 |             |               |                            |                      |                                  |             |
|     | 14- 390- 000- 0000- 6377     |             | 8.92          | Uniforms                   | 4082370878           | Fees And Service Charges         | N           |
|     |                              |             |               | 04/23/2021 04/23/2021      |                      |                                  |             |
|     | 6150 Cintas Corporation No.2 |             | 8.92          | 1 Transactions             |                      |                                  |             |
| 390 | DEPT Total:                  |             | 8.92          | Resource Recovery Center   | 1 Vendors            | 1 Transactions                   |             |
| 391 | DEPT                         |             |               | Score Grant Program        |                      |                                  |             |
|     | 8757 OSI Environmental, Inc  |             |               |                            |                      |                                  |             |
|     | 14- 391- 000- 0000- 6861     |             | 150.00        | Oil Collection             | 2091456              | Recycling Operation Expense      | N           |
|     |                              |             |               | 04/01/2021 04/01/2021      |                      |                                  |             |
|     | 14- 391- 000- 0000- 6861     |             | 50.00         | Oil Filters                | 2091545              | Recycling Operation Expense      | N           |
|     |                              |             |               | 04/01/2021 04/01/2021      |                      |                                  |             |
|     | 8757 OSI Environmental, Inc  |             | 200.00        | 2 Transactions             |                      |                                  |             |
| 391 | DEPT Total:                  |             | 200.00        | Score Grant Program        | 1 Vendors            | 2 Transactions                   |             |
| 14  | Fund Total:                  |             | 208.92        | Sanitation Fund            |                      | 3 Transactions                   |             |

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23 County Airport Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| 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      |               |                             |  |      |
| 82132       | Fillmore Co Journal       |      |                     |                     |               |                             |  |      |
|             | 23- 350- 000- 0000- 6628  |      | 310.23              | 2021 T Hangar Ads   | 120687        | Fed Improvement Const/Grant |  | N    |
|             |                           |      |                     | 04/12/2021          | 04/12/2021    |                             |  |      |
|             | 82132 Fillmore Co Journal |      | 310.23              | 1 Transactions      |               |                             |  |      |
| 350         | DEPT Total:               |      | 310.23              | County Airport      | 1 Vendors     | 1 Transactions              |  |      |
| 23          | Fund Total:               |      | 310.23              | County Airport Fund |               | 1 Transactions              |  |      |

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4/29/21 9:49AM  
91 Economic Development Au

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

|     | <u>Vendor 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> |
| 705 | DEPT               |                          |             | Economic Development       |                              |                                  |                          |
|     | 1870               | Reisner/Karen            |             |                            |                              |                                  |                          |
|     |                    | 91- 705- 000- 0000- 6104 |             | 45.00                      | EDA Meeting Per Diem 4/22/21 |                                  | Per Diem N               |
|     |                    |                          |             |                            | 04/22/2021 04/22/2021        |                                  |                          |
|     | 1870               | Reisner/Karen            |             | 45.00                      | 1 Transactions               |                                  |                          |
| 705 | DEPT Total:        |                          |             | 45.00                      | Economic Development         | 1 Vendors                        | 1 Transactions           |
| 91  | Fund Total:        |                          |             | 45.00                      | Economic Development Author. |                                  | 1 Transactions           |
|     | Final Total:       |                          |             | 36,191.15                  | 34 Vendors                   | 51 Transactions                  |                          |

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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## Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                  |
|-------------|---------------|------------------------------|
| 1           | 13,740.04     | County Revenue Fund          |
| 13          | 21,886.96     | County Road & Bridge         |
| 14          | 208.92        | Sanitation Fund              |
| 23          | 310.23        | County Airport Fund          |
| 91          | 45.00         | Economic Development Authori |
| All Funds   | 36,191.15     | Total                        |

Approved by,

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4/28/21 1:44PM  
1 County Revenue 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         |      |
| 6094          | MN Energy Resources Corporation        |      |            |                                |               |                           |      |
|               | 01-251-000-0000-6255                   |      | 451.10     | Jail Natural Gas 3/23- 4/22    |               | Gas                       | N    |
|               |                                        |      |            | 03/23/2021 04/22/2021          |               |                           |      |
| 6094          | MN Energy Resources Corporation        |      | 451.10     | 1 Transactions                 |               |                           |      |
| 25073         | Olmsted Co Community Services          |      |            |                                |               |                           |      |
|               | 01-252-000-0000-6831                   |      | 105,918.25 | 2nd Qtr 2021 DFO Appropriation | 136387        | D.F.O. Appropriation      | N    |
|               |                                        |      |            | 04/01/2021 06/30/2021          |               |                           |      |
| 25073         | Olmsted Co Community Services          |      | 105,918.25 | 1 Transactions                 |               |                           |      |
| 2521          | Pitney Bowes Global Financial Svcs,LLC |      |            |                                |               |                           |      |
|               | 01-149-000-0000-6377                   |      | 226.08     | Mail Machine Supplies          | 1017954242    | Fees And Service Charges  | N    |
|               |                                        |      |            | 04/15/2021 04/15/2021          |               |                           |      |
| 2521          | Pitney Bowes Global Financial Svcs,LLC |      | 226.08     | 1 Transactions                 |               |                           |      |
| 1 Fund Total: |                                        |      | 106,595.43 | County Revenue Fund            | 3 Vendors     | 3 Transactions            |      |



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 13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| 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> |
| 1829           | Frontier Communications         |             |                            |                      |                                  |                          |
|                | 13- 300- 000- 0000- 6203        |             | 76.36                      | 4/22 telephone       | 5079373211                       | N                        |
| 1829           | Frontier Communications         |             | 76.36                      | 1 Transactions       |                                  |                          |
| 6094           | MN Energy Resources Corporation |             |                            |                      |                                  |                          |
|                | 13- 330- 000- 0000- 6255        |             | 340.87                     | 4/22 natural gas     | 0502625354                       | N                        |
|                | 13- 330- 000- 0000- 6255        |             | 220.67                     | 4/21 natural gas     | 0506251865                       | N                        |
|                | 13- 330- 000- 0000- 6255        |             | 201.77                     | 4/19 natural gas     | 0507313281                       | N                        |
|                | 13- 330- 000- 0000- 6255        |             | 159.51                     | 4/20 natural gas     | 0507351562                       | N                        |
| 6094           | MN Energy Resources Corporation |             | 922.82                     | 4 Transactions       |                                  |                          |
| 13 Fund Total: |                                 |             | 999.18                     | County Road & Bridge | 2 Vendors                        | 5 Transactions           |
| Final Total:   |                                 |             | 107,594.61                 | 5 Vendors            | 8 Transactions                   |                          |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 4

## Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |
|-------------|---------------|----------------------|
| 1           | 106,595.43    | County Revenue Fund  |
| 13          | 999.18        | County Road & Bridge |
| All Funds   | 107,594.61    | Total                |

Approved by,

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# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/4/2021

Amount of time requested (minutes): 15

Department: Facilities Maintenance

Requested By: Terry Schultz

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

1-Discussion with possible action on the Office Building Roof Quotes.

2-Discussion with possible action on the Quote for the Fire Alarm Control Panels Upgrade for the Courthouse and the Office Building and the Highway Engineer Building.

☐ Check if there will be additional documentation for any item(s) listed above.

Reviewed By: [Click here to enter text.](#)

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



## Shingle at a Fraction of the Weight

DECRA® Shingle XD®, with its thick cut edges and deep distinctive shadow lines, provides greater dimensionality and a robust appearance that is ideal if you prefer the look of heavy-cut architectural shingles.



DECRA® Shingle XD® – Old Hickory

### Shingle XD® Color Blends



Classic Cobblestone



Midnight Eclipse



Natural Slate



Old Hickory

Color Swatches: Due to the printing process, colors may vary from actual product. Please refer to an actual full panel product sample before ordering.



# DECRA Shingle XD™

## Rich Appearance of Thick-Cut Shingles

Robust, thick-cut DECRA Shingle XD provides the bold look and distinct shadow lines of heavy architectural shingles in a lightweight roofing profile that is warranted to last a lifetime.

Traditional asphalt shingles must be replaced every 10-20 years due to cupping, delaminating, and blistering. As the lightest roofing material on the market, DECRA Shingle XD can eliminate the need for a complete tear-off of the existing roof, saving time, labor, and expense for roofing remodels and upgrades.

Stone-coated steel provides strength and endurance that eliminates recurring roofing replacement costs with an elegant roofing solution that stands up to hail, rain, fire, storm debris, and even hurricane-force winds.

## Unsurpassed Strength Against the Elements



**Wind**  
Up to 120 mph



**Hail**  
Class 4  
Impact Resistant



**Fire**  
Class A Rated  
Material



**Snow & Ice**  
Freeze & Thaw  
Resistant



**Weight**  
1.4-1.6 pounds/  
square foot



**Warranty**  
Best in the industry



All DECRA roofs are backed by the industry's best Lifetime Limited Warranty, covering 120 mph winds and hail penetration of any size.

Get a free sample at [DECRA.COM](http://DECRA.COM)





# DECRA Shingle XD Specs

**Product Size:** 14-<sup>1</sup>/<sub>8</sub>" x 52-<sup>3</sup>/<sub>8</sub>"

**Installed Exposure:** 12-<sup>1</sup>/<sub>4</sub>" x 49-<sup>1</sup>/<sub>2</sub>"

**Panels per Square:** 23.8 per 100 sq. ft.

**Panels per Pallet:** 280

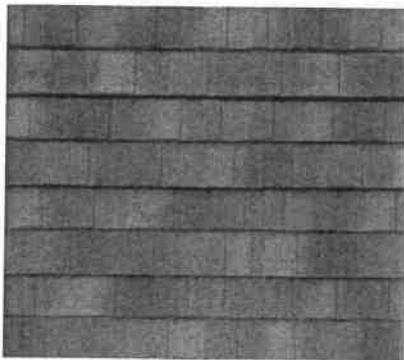
**Squares per Pallet:** 11.8

**Pallet Weight:** 1,719 lbs.

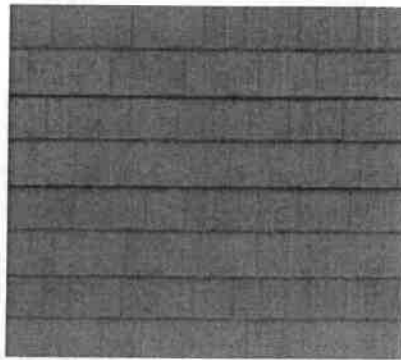
**Installed Weight:** 150 lbs. per 100 sq. ft.

**Installation Method:**

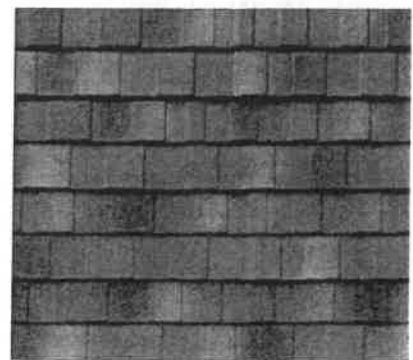
Designed to be Installed Direct to Deck



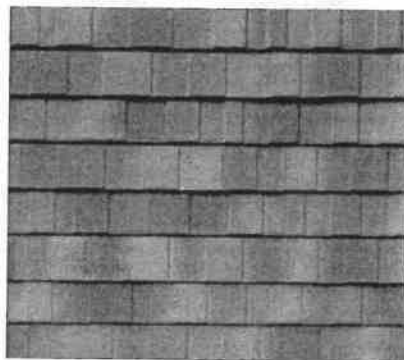
DECRA SHINGLE XD **Classic Cobblestone**



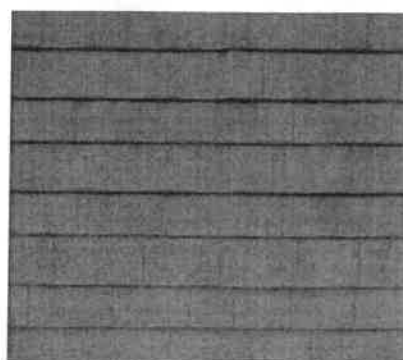
DECRA SHINGLE XD **Midnight Eclipse**



DECRA SHINGLE XD **Natural Slate**



DECRA SHINGLE XD **Old Hickory**



DECRA SHINGLE XD **Woodland Green**

**DECRA®**  
METAL ROOFING

©2019 DECRA Roofing Systems, Inc.  
\*DECRA Lifetime Limited Warranty is only applicable to single family  
detached residential property in the U.S. & Canada.

877-GO-DECRA [463-3272] | [DECRA.COM](http://DECRA.COM)

Triple EEE Contracting LLC  
 14041 171st AVE  
 Spring Valley, MN 55975 US  
 507-259-3713  
 danhershberger86@yahoo.com

# Estimate

| ADDRESS                                                  |
|----------------------------------------------------------|
| Terry Schultz / County<br>902 Houston ST.<br>Preston, MN |

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 555        | 01/30/2021 | 01/30/2021      |

| SERVICE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QTY | RATE       | AMOUNT       |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|--------------|
| labor   | New Steel Shingles<br>Take off old Shingles install 2 rows of ice Guard around the bottom and 1 row through the valleys install synthetic felt on the rest of the roof install new ridge vent install new pipe flashing and install Decra Shingles Materials labor and disposal . To do hidden fastener steel . There is only one company that will make it in one length and they don't think it's a good idea to do such a long run because of it oil canning so much plus trying to install panels than long they are afraid of buckling the steel. If you are still interested in a new steel bid let me know . But me personally I would rather do the Steel Shingles they will last just as long as the 24 GA. Steel . Let me know if you have any questions Thanks | 1   | 105,375.00 | 105,375.00   |
| labor   | Price update 4/20/21 price should be good for 30 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1   | 5,875.00   | 5,875.00     |
| TOTAL   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |            | \$111,250.00 |

Accepted By

Accepted Date

Triple EEE Contracting LLC  
14041 171st AVE  
Spring Valley, MN 55975 US  
507-259-3713  
danhershberger86@yahoo.com

## Estimate

**ADDRESS**

Terry Schultz / County  
902 Houston ST.  
Preston, MN

| ESTIMATE # | DATE       |
|------------|------------|
| 560        | 02/14/2021 |

| SERVICE | DESCRIPTION                                                                                                                                                                                                                                                     | QTY | RATE     | AMOUNT   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| labor   | New Gutters<br>take off all old gutters and down spout install all new<br>gutters and Down Spout on all areas where old gutters<br>and Down Spout are now color dont matter on price<br>unless you go with Blue or Copper Color Materials<br>Labor and Disposal | 1   | 6,975.00 | 6,975.00 |

**TOTAL**

**\$6,975.00**

Accepted By

Accepted Date



**Customer Info:**

Job #: N/A  
Fillmore County - Schultz, Terry  
902 Houston Street Northwest,  
Preston, MN, 55965  
(507) 459-4640-mobile

**Priority Construction Services**

3431 Northern Valley Place NE Rochester, MN 55906  
Phone: 507-289-3275  
Fax: 507-226-8344  
**Company Representative:**  
Josh Axley  
(507) 273-6750  
josh@priorityconstructionservices.com  
Job Number: N/A

## Decra Shingle XD - Stone Coated Steel Roofing

| Description                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Remove existing roof covering (1 layer asphalt shingles).                                                                                                   |
| Install Decra Shingle XD stone coated steel roofing. Class-4 hail impact resistant.                                                                         |
| Install Resisto Ice & water barrier to eaves (2 rows) & valleys (1 row). Barrier to extend a minimum of 24" beyond the exterior wall line of the structure. |
| Install Owens Corning ProArmor synthetic underlayment to remaining deck surface, double coverage due to 3:12 pitch of roof.                                 |
| Install Decra Shingle XD Hip & Ridge Cap.                                                                                                                   |
| Install Ridge vent to peak of roof.                                                                                                                         |
| Replace Broan 634 steel exhaust caps, 5ea.                                                                                                                  |
| Replace sewer pipe flashings, 4ea.                                                                                                                          |
| Detach & reset antennas.                                                                                                                                    |
| Dispose of all job related debris.                                                                                                                          |
| Decra Metal Roofing Lifetime Limited Warranty.                                                                                                              |
| <b>**Note: *See Decra warranty documents for complete details.</b>                                                                                          |
| OPTION: Install Decra Shingle XD over existing asphalt shingles. Deduct \$13,485.                                                                           |

**Decra Shingle XD - Stone Coated Steel Roofing total: \$143,853.11**

## Gutters & Downspouts

| Description                                            |
|--------------------------------------------------------|
| Remove existing gutters & downspouts.                  |
| Install 6" aluminum k-style gutter to complete system. |
| Install 3"x4" downspouts at same location to existing. |
| Dispose of all job related debris.                     |

**Gutters & Downspouts total: \$10,550.00**

Total for all sections: \$154,403.11

Total: **\$154,403.11**

**Thank you for allowing Priority Construction Services to prepare an estimate for your repair & remodeling needs. Please feel free to contact us with any questions or concerns you may have regarding this estimate. We appreciate the opportunity to serve you!**

**Valid Through:** This proposal is valid for a period of 30 days.

**Warranty:** 10 year Workmanship Warranty. Said warranty provides protection against incorrect application procedures. Warranty also provides clean-up protection. Contact us within ten days of completion of construction if you are not satisfied with the cleanup, and we will come back and do another thorough clean-up.

**Payment Terms:** (a) Payment of one-half the contract amount due prior to commencing repairs. (b) Payment in full is due upon receipt of Priority Construction Services invoice for services rendered, unless otherwise agreed upon. All overdue accounts are subject to interest equal to the lesser of 18% per annum or the maximum rate allowed by law on amounts due to seller but not paid, with a minimum charge of \$3.00. (c) There will be a fee of \$30 on returned checks. (d) Seller shall be entitled to recover its attorney's fees and all other costs incurred as a result of demand, legal action, or other proceeding brought to enforce payment of amounts owed or alleged owed hereunder or because of an alleged dispute, breach, default or misrepresentation.

**GC License #:** Minnesota BC636273 Iowa C112887 Wisconsin 1171569

**Insurance:** Federated Insurance **Agent:** Ross Glazier **Phone:** (507) 634-7404

**"MAKE YOUR HOME A PRIORITY"**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

This estimate was last edited by Josh Axley ((507) 273-6750, josh@priorityconstructionservices.com) on April 23, 2021. The estimate may be withdrawn if not accepted within \_\_\_\_\_ days.

**Customer Info:**

Job #: N/A  
Fillmore County - Schultz, Terry  
902 Houston Street Northwest,  
Preston, MN, 55965  
(507) 459-4640-mobile

**Priority Construction Services**

3431 Northern Valley Place NE Rochester, MN 55906  
Phone: 507-289-3275  
Fax: 507-226-8344  
**Company Representative:**  
Josh Axley  
(507) 273-6750  
josh@priorityconstructionservices.com

## Tilcor CF Shingle - Stone Coated Steel Roofing

| Description                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Remove existing roof covering (1 layer asphalt shingles).                                                                                                  |
| Install Tilcor CF Shingle stone coated steel roofing. Class-4 hail impact resistant.                                                                       |
| Install Resisto Ice & water barrier to eaves (2 row) & valleys (1 row). Barrier to extend a minimum of 24" beyond the exterior wall line of the structure. |
| Install Owens Corning ProArmor synthetic underlayment to remaining deck surface, double coverage due to 3:12 pitch of roof.                                |
| Install Tilcor CF Hip & Ridge Cap.                                                                                                                         |
| Install Ridge vent to peak of roof.                                                                                                                        |
| Replace Broan 634 steel exhaust caps, 5ea.                                                                                                                 |
| Replace sewer pipe flashings, 4ea.                                                                                                                         |
| Detach & reset antennas.                                                                                                                                   |
| Dispose of all job related debris.                                                                                                                         |
| Tilcor Roofing Systems Limited Lifetime Warranty.                                                                                                          |
| <b>**Note: *See Tilcor warranty documents for complete details.</b>                                                                                        |
| OPTION: Install Tilcor CF Shingle over existing asphalt shingles. Deduct \$13485                                                                           |

**Tilcor CF Shingle - Stone Coated Steel Roofing total: \$139,908.16**

## Gutters & Downspouts

| Description                                            |
|--------------------------------------------------------|
| Remove existing gutters & downspouts.                  |
| Install 6" aluminum k-style gutter to complete system. |
| Install 3"x4" downspouts at same location to existing. |
| Dispose of all job related debris.                     |

**Gutters & Downspouts total: \$10,550.00**

Total for all sections: \$150,458.16

Total: **\$150,458.16**

**Thank you for allowing Priority Construction Services to prepare an estimate for your repair & remodeling needs. Please feel free to contact us with any questions or concerns you may have regarding this estimate. We appreciate the opportunity to serve you!**

**Valid Through:** This proposal is valid for a period of 30 days.

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**GC License #:** Minnesota BC636273 Iowa C112887 Wisconsin 1171569

**Insurance:** Federated Insurance **Agent:** Ross Glazier **Phone:** (507) 634-7404

**"MAKE YOUR HOME A PRIORITY"**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

This estimate was last edited by Josh Axley ((507) 273-6750, [josh@priorityconstructionservices.com](mailto:josh@priorityconstructionservices.com)) on April 23, 2021. The estimate may be withdrawn if not accepted within \_\_\_\_\_ days.



**Priority Construction Services**  
 3431 Northern Valley Place NE Rochester, MN  
 55906  
 Phone: 507-289-3275  
 Fax: 507-226-8344  
**Company Representative:**  
 Josh Axley  
 (507) 273-6750  
 josh@priorityconstructionservices.com  
**Job Number:** N/A

**Customer Info:**  
 Job #: N/A  
 Fillmore County - Schultz, Terry  
 902 Houston Street Northwest,  
 Preston, MN, 55965  
 (507) 459-4640-mobile

# Asphalt Roofing - Owens Corning Duration Shingles

| Description                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Remove existing roof covering.                                                                                                                                               |
| Install Owens Corning WeatherLock G Granulated Self-Sealing Ice & Water Barrier to eaves. Barrier to extend a minimum of 24" beyond the exterior wall line of the structure. |
| Install Owens Corning ProArmor Synthetic Roof Underlayment to remaining deck surface, double coverage due to 3:12 pitch of roof.                                             |
| Install Owens Corning TruDefinition Duration Architectural shingles with SureNail Technology.                                                                                |
| Install Owens Corning Starter Strip Shingle to eaves.                                                                                                                        |
| Install Owens Corning Rigid Roll Ridge Vent to existing vented areas.                                                                                                        |
| Install Owens Corning ProEdge Hip & Ridge Shingles.                                                                                                                          |
| Install Ice & water barrier + rolled valley metal at valleys.                                                                                                                |
| Install metal edging at eaves & rakes.                                                                                                                                       |
| Detach & reset antennas.                                                                                                                                                     |
| Replace Broan 634 steel exhaust caps, 5ea.                                                                                                                                   |
| Replace IPS sewer pipe flashings, 4ea.                                                                                                                                       |
| Dispose of all job related debris.                                                                                                                                           |
| Provide Owens Corning System Protection Roofing Limited Warranty.                                                                                                            |

**Asphalt Roofing - Owens Corning Duration Shingles total: \$74,117.46**

# Gutters & Downspouts

| Description                                               |
|-----------------------------------------------------------|
| Remove existing gutters & downspouts.                     |
| Install 6" aluminum k-style gutter to complete system.    |
| Install 3"x4" downspouts at similar location to existing. |
| Dispose of all job related debris.                        |

**Gutters & Downspouts total: \$10,550.00**

Total for all sections: \$84,667.46

Total: **\$84,667.46**

**Thank you for allowing Priority Construction Services to prepare an estimate for your repair & remodeling needs. Please feel free to contact us with any questions or concerns you may have regarding this estimate. We appreciate the opportunity to serve you!**

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**Warranty:** 10 year Workmanship Warranty. Said warranty provides protection against incorrect application procedures. Warranty also provides clean-up protection. Contact us within ten days of completion of construction if you are not satisfied with the cleanup, and we will come back and do another thorough clean-up.

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**GC License #:** Minnesota BC636273 Iowa C112887 Wisconsin 1171569

**Insurance:** Federated Insurance **Agent:** Ross Glazier **Phone:** (507) 634-7404

**"MAKE YOUR HOME A PRIORITY"**

|                                       |               |                             |               |
|---------------------------------------|---------------|-----------------------------|---------------|
| _____<br>Company Authorized Signature | _____<br>Date | _____<br>Customer Signature | _____<br>Date |
|                                       |               | _____<br>Customer Signature | _____<br>Date |

This estimate was last edited by Josh Axley ((507) 273-6750, josh@priorityconstructionservices.com) on March 15, 2021. The estimate may be withdrawn if not accepted within \_\_\_\_\_ days.



2400 Kilgust Rd  
MADISON, WI 53713-0000  
(608) 274 1244  
FAX: (608) 274 2045

## Johnson Controls Quotation

TO:  
Fillmore County Courthouse  
101 Fillmore St  
Po Box 466  
PRESTON, MN 55965-0466

Project: Fillmore Cty Courthouse FACP U  
Customer Reference: Fillmore Cty Courthouse FACP U  
Johnson Controls Reference: 334423986  
Date: 04/22/2021  
Page 1 of 6

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

| QUANTITY | MODEL NUMBER                         | DESCRIPTION                  |
|----------|--------------------------------------|------------------------------|
|          | <b>FACP Upgrade</b>                  |                              |
|          | FACP upgrade                         |                              |
| 1        | 4007-9102                            | 4007ES HYBRID FACP, PLATINUM |
| 1        | 4007-9801                            | ZONE-RELAY MODULE            |
| 1        | 4007-9806                            | SDACT MODULE                 |
| 2        | 2081-9275                            | BATTERY 18AH                 |
| 1        | ETHEDROP                             | ETHERNET-NETWORK COMPATIBLE  |
| 1        | DPFA                                 | HARNESSES                    |
|          | Professional Services - FACP Upgrade |                              |
|          | PM LAB                               | PROJECT/CONSTRUCTION MGMT    |
|          | Technical Services - FACP Upgrade    |                              |
|          | TECH LAB                             | TECHNICAL SERVICE            |

**Total net selling price, FOB shipping point, \$4,286.00**

### Comments

This proposal is for a full head end hardware upgrade to a new supported Simplex 4007ES Hybrid Fire Alarm Control Panel.

The existing Simplex 4004 Fire Alarm Panel, has reached obsolete status and is now discontinued. As a result, we may no longer be able to provide repairs due to the age of the panel and the unavailability of many replacement parts. By proactively upgrading your Fire Alarm Panel, you avoid potential compromised safety, fire watch if the system suddenly fails, significant operational costs, etc. Taking action helps ensure "Up-to-Date" protection, maximized system reliability and compliance, uninterrupted fire alarm system performance. In addition, all the existing devices are UL Listed, and backwards compatible for proper functionality.

The Simplex 4007ES Hybrid is direct replacement to the 4004. The new platform, and its software, has more processing power, and has improved the ability to add several new life cycle cost-saving features such as: an On-board Mass Storage device and others. The main control panel will receive a new enclosure, and provide a new aesthetic look, and maintain its current location.

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**

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## Johnson Controls Quotation

### Comments (continued)

No Fire Alarm Annunciator Panel (FAAP) is included in this quote. If needed or desired this would be an additional cost.

All electrical work will be completed by the customer's contractor of choice, including removal of existing panels, installation of new panels, any additional pipework and 120VAC connections.

Our price includes a technician trip to survey existing conditions prior to panel upgrade, label existing cables inside panel, and go over any questions with the installing electrician. Price also includes programming, testing existing devices to confirm functionality with new FACP, and providing an NFPA certification. Our price includes applicable taxes.

Please note the following:

- It is our intent to do a Service FACP replacement. If the AHJ requires anything additional, then this would be extra.
- Existing fire alarm cabling to remain "as-is". Troubleshooting and/or repairing of any existing system troubles or wiring issues will be an extra.
- Any existing, non-functioning devices found during testing after system change-over that need to be replaced will be extra.
- **Fire Watch not included**, and is the responsibility of the Customer.
- Troubleshooting issues regarding existing field devices or wiring not included. Additional troubleshooting to be completed on T&M basis.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday
- Quotation include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days.

### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

If you have any questions, please call me.

Jason Ropson/ Electronic Service Sales Representative / JCI  
2400 Kilgust Rd Madison WI 53713  
Mobile: 608-509-2881  
[Jason.ropson@jci.com](mailto:Jason.ropson@jci.com) <mailto:Jason.ropson@jci.com>

Please note:

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Offices & Representatives in Principal Cities throughout North America





Project: Fillmore Cty Courthouse FACP U  
Customer Reference: Fillmore Cty Courthouse FACP U  
Johnson Controls Reference: 334423986  
Date: 04/22/2021  
Page 3 of 6

## Johnson Controls Quotation

### Comments (continued)

Tax IS NOT included  
FOB Jobsite

If approved, please sign the last page of the quote and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must include our quote number

#### TERMS AND CONDITIONS (Rev. 4/20)

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other rights or remedy, the right to (a), stop performing any Services and/or withhold further deliveries of Equipment and other materials, terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees, and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR DAMAGES OF ANY KIND; (B) LOSS OF PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER-ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
  - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
  - Provide Company access to any system(s) to be serviced,
  - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation,

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Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused

by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not

intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable (iii) receive immediate possession of any Equipment for which Customer has not paid. (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the

Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

|                                                                                                                                                                            |                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Offered By:<br>Johnson Controls Fire Protection LP<br>License#:<br>2400 Kilgust Rd<br>MADISON, WI 53713-0000<br><br>Telephone: (608) 274 1244<br><br>Representative: _____ | Accepted By: (Customer)<br><br><br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



2400 Kilgust Rd  
MADISON, WI 53713-0000  
(608) 274 1244  
FAX: (608) 274 2045

## Johnson Controls Quotation

TO:  
Fillmore County Social Service  
902 Houston St Nw  
Ste 1  
PRESTON, MN 55965-1080

Project: Fillmore Cnty SS FACP Upgrade  
Customer Reference: Fillmore Cnty SS FACP Upgrade  
Johnson Controls Reference: 334423985  
Date: 04/22/2021  
Page 1 of 6

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

| QUANTITY | MODEL NUMBER                         | DESCRIPTION                  |
|----------|--------------------------------------|------------------------------|
|          | <b>FACP Upgrade</b>                  |                              |
|          | <b>FACP Upgrade</b>                  |                              |
| 1        | 4007-9102                            |                              |
| 1        | 4007-9806                            | 4007ES HYBRID FACP, PLATINUM |
| 1        | 4007-9801                            | SDACT MODULE                 |
| 2        | 2081-9275                            | ZONE-RELAY MODULE            |
| 1        | ETHEDROP                             | BATTERY 18AH                 |
|          | ANNUNCIATOR                          | ETHERNET-NETWORK COMPATIBLE  |
| 1        | 4606-9205                            |                              |
| 1        | 2975-9206                            | 4007ES COLOR LCD ANNUN, PLAT |
| 1        | DPFA                                 | 6 GANG BOX, IVORY, 5744-6    |
|          | Professional Services - FACP Upgrade | HARNESSES                    |
|          | PM LAB                               | PROJECT/CONSTRUCTION MGMT    |
|          | Technical Services - FACP Upgrade    |                              |
|          | TECH LAB                             | TECHNICAL SERVICE            |

**Total net selling price, FOB shipping point, \$4,936.00**

### Comments

This proposal is for a full head end hardware upgrade to a new Simplex 4007ES Hybrid Fire Alarm Control Panel.

The existing Simplex 4004 Fire Alarm Panel, has reached obsolete status and is now discontinued. As a result, we may no longer be able to provide repairs due to the age of the panel and the unavailability of many replacement parts. By proactively upgrading your Fire Alarm Panel, you avoid potential compromised safety, fire watch if the system suddenly fails, significant operational costs, etc. Taking action helps ensure "Up-to-Date" protection, maximized system reliability and compliance, uninterrupted fire alarm system performance. In addition, all the existing devices are UL Listed, and backwards compatible for proper functionality.

The Simplex 4007ES Hybrid is direct replacement to the 4004. The new platform, and its software,

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



## Johnson Controls Quotation

### Comments (continued)

has more processing power, and has improved the ability to add several new life cycle cost-saving features such as: an On-board Mass Storage device and others. The main control panel will receive a new enclosure, and provide a new aesthetic look, and maintain its current location. The existing FAAP will also be replaced.

Customer to provide connection to AD-2001 Automatic Voice/Page Dialer

All electrical work will be completed by the customer's contractor of choice, including removal of existing panels, installation of new panels, any additional pipework and 120VAC connections.

Our price includes a technician trip to survey existing conditions prior to panel upgrade, label existing cables inside panel, and go over any questions with the installing electrician. Price also includes programming, testing existing devices to confirm functionality with new FACP, and providing an NFPA certification. Our price includes applicable taxes.

Please note the following:

- It is our intent to do a Service FACP replacement. If the AHJ requires anything additional, then this would be extra.
- Existing fire alarm cabling to remain "as-is". Troubleshooting and/or repairing of any existing system troubles or wiring issues will be an extra.
- Any existing, non-functioning devices found during testing after system change-over that need to be replaced will be extra.
- **Fire Watch not included**, and is the responsibility of the Customer.
- Troubleshooting issues regarding existing field devices or wiring not included. Additional troubleshooting to be completed on T&M basis.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday
- Quotation include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days.

### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

If you have any questions, please call me.

Jason Ropson/ Electronic Service Sales Representative / JCI  
2400 Kilgust Rd Madison WI 53713  
Mobile: 608-509-2881

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Project: Fillmore Cnty SS FACP Upgrade  
Customer Reference: Fillmore Cnty SS FACP Upgrade  
Johnson Controls Reference: 334423985  
Date: 04/22/2021  
Page 3 of 6

## Johnson Controls Quotation

### Comments (continued)

[Jason.ropson@jci.com](mailto:Jason.ropson@jci.com) <mailto:Jason.ropson@jci.com>

Please note:  
Tax IS NOT included  
FOB Jobsite

If approved, please sign the last page of the quote and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must include our quote number

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



#### TERMS AND CONDITIONS (Rev. 4/20)

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other rights or remedy, the right to (a), stop performing any Services and/or withhold further deliveries of Equipment and other materials, terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees, and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR DAMAGES OF ANY KIND; (B) LOSS OF PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER-ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
  - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
  - Provide Company access to any system(s) to be serviced,
  - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation,

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Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused

by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not

intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable (iii) receive immediate possession of any Equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the

Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

|                                                                                                                                                                            |                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Offered By:<br>Johnson Controls Fire Protection LP<br>License#:<br>2400 Kilgust Rd<br>MADISON, WI 53713-0000<br><br>Telephone: (608) 274 1244<br><br>Representative: _____ | Accepted By: (Customer)<br><br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

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Offices & Representatives in Principal Cities throughout North America



2400 Kilgust Rd  
MADISON, WI 53713-0000  
(608) 274 1244  
FAX: (608) 274 2045

## Johnson Controls Quotation

TO:  
Fillmore County Highway Dept  
909 HOUSTON ST NW  
PRESTON, MN 55965

Project: Fillmore Cty Hwy Dept sprinkle  
Customer Reference: Fillmore Cty Hwy Dept sprinkle  
Johnson Controls Reference: 334423988  
Date: 04/22/2021  
Page 1 of 6

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

| QUANTITY | MODEL NUMBER                              | DESCRIPTION                   |
|----------|-------------------------------------------|-------------------------------|
|          | <b>Sprinkler monitor</b>                  |                               |
|          | Sprinkler monitor                         |                               |
|          | FACP EQUIPMENT                            |                               |
| 1        | 4007-9202                                 | 4007ES FACP, IDNAC, PLATINUM  |
| 1        | 4007-9806                                 | SDACT MODULE                  |
| 2        | 2081-9275                                 | BATTERY 18AH                  |
| 1        | ETHEDROP                                  | ETHERNET-NETWORK COMPATIBLE   |
|          | INITIATION EQUIPMENT                      |                               |
| 1        | 4098-9792                                 | SENSOR BASE                   |
| 1        | 4098-9714                                 | PHOTO SENSOR                  |
| 1        | 4099-9004                                 | STATION-LED, SA ADDR          |
|          | SPRINKLER MONITOR MODS                    |                               |
| 3        | 4090-9001                                 | SUPERVISED IAM                |
| 3        | 4090-9807                                 | COVER-ADDRESS MODULE SURFACE  |
| 3        | 4090-9810                                 | BRACKET, IAM                  |
|          | NOTIFICATION DEVICES                      |                               |
| 1        | 49VO-WRFO                                 | VO Wall Red FIRE WP           |
| 1        | 49WPBB-AVVOWR                             | WP Back Box AV or VO Wall Red |
| 1        | 49AV-WRF                                  | AV Wall Red FIRE              |
| 1        | DPFA                                      | HARNESSES                     |
|          | Professional Services - Sprinkler monitor |                               |
|          | DSGN LAB                                  | DESIGN LABOR                  |
|          | CAD LAB                                   | CAD LABOR                     |
|          | PM LAB                                    | PROJECT/CONSTRUCTION MGMT     |
|          | Technical Services - Sprinkler monitor    |                               |
|          | TECH LAB                                  | TECHNICAL SERVICE             |

**Total net selling price, FOB shipping point, \$5,489.00**

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service

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## Johnson Controls Quotation

### Comments

This proposal is for the addition of a new Simplex 4007ES Fire Alarm Control Panel to monitor the existing sprinkler system. It includes the addition of manual pull station to be located next to the panel and smoke detector to be located above the panel. It also includes interior horn/strobe for local annunciation and an external strobe mounted next to the existing exterior bell.

Equipment to be located in electrical room near the sprinkler system.

Customer to provide AD-2001 and connection to FACP for monitoring.

JCI to provide typical wire riser for EC to install.

All electrical work will be completed by the customer's contractor of choice, including installation of new panel(s) and any additional pipework and 120VAC connections.

100% NFPA recertification test is included in this quote.

Our price includes a technician trip to survey existing conditions prior to panel install and go over any questions with the installing electrician. Price also includes programming, and providing an NFPA certification.

Please note the following:

- If the AHJ requires anything additional, then this would be extra.
- **Fire Watch not included**, and is the responsibility of the Customer.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday
- If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days.

### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

If you have any questions, please call me.

Jason Ropson/ Electronic Service Sales Representative / JCI  
2400 Kilgust Rd Madison WI 53713  
Mobile: 608-509-2881  
[Jason.ropson@jci.com](mailto:Jason.ropson@jci.com) <<mailto:Jason.ropson@jci.com>>

Please note:

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Offices & Representatives in Principal Cities throughout North America



Project: Fillmore Cty Hwy Dept sprinkle  
Customer Reference: Fillmore Cty Hwy Dept sprinkle  
Johnson Controls Reference: 334423988  
Date: 04/22/2021  
Page 3 of 6

## Johnson Controls Quotation

### Comments

Tax IS NOT included  
FOB Jobsite

If approved, please sign the last page of the quote and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must include our quote number

#### **TERMS AND CONDITIONS (Rev. 4/20)**

**1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other rights or remedy, the right to (a), stop performing any Services and/or withhold further deliveries of Equipment and other materials, terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees, and expenses.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR DAMAGES OF ANY KIND; (B) LOSS OF PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER-ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
  - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
  - Provide Company access to any system(s) to be serviced,
  - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation,



Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition, or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused

by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not

intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers,



employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable (iii) receive immediate possession of any Equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the

Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31. One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

|                                                                                                                                                                            |                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Offered By:<br>Johnson Controls Fire Protection LP<br>License#:<br>2400 Kilgust Rd<br>MADISON, WI 53713-0000<br><br>Telephone: (608) 274 1244<br><br>Representative: _____ | Accepted By: (Customer)<br><br><br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



### **SMG Web Design Contract**

This *Agreement* is dated and in effect as of (date) \_\_\_\_\_, Between (Client / Company) \_\_\_\_\_ and *SMG Web Design*.

#### ***SMG Web Design agrees to:***

Develop a New Website – Secure domain, design and develop website, host and provide service and updates and stated on the agreed summary and payment option.

#### ***Cost and Payment Agreement options:***

1. Full Price Option - \$4,000
  - Website files and domain immediately owned by the client.
  - Includes hosting, domain management, website development, updates and support.
  - Cost covers four years of services. There is no additional cost for years 2, 3 and 4.
  - Client can cancel anytime. Refunds would be given:
    - Before site is developed, refund less any fees SMG incurs and hours worked.
    - After site is developed, the refund would include any hosting and domain fees paid for additional years – (\$119 year for hosting / \$15 year for domain) – Year one \$402, year two \$268, and year three \$134.
  - After four years, the client can also choose to continue with the same services at \$1,000 per year, or choose to have SMG Web Design host and manage the domain for \$119 year hosting / \$15 year for domain.
2. Annual Price Option - \$1,000 – Four year commitment, or until the contract is paid in full.
  - The total cost is \$4,000 paid over four years.
  - SMG Web Design will own the website files until the contract is paid in full.
  - The domain will always be owned by the client.
  - If client cancels before the four years, the balance of the contract will be due.
    - After year one - \$2,598
    - After year two - \$1,732
    - After year three - \$866
3. Monthly Price Option - \$99 per month – Four year commitment, or until the contract is paid in full.

SMG Web Design will not apply extra fees for the services provided with this contract. If it is decided from the client to add on any premium features or plugins, that cost will be charged to the client.

If the client chooses to take down the website, transfer the website files and/or domain, the balance of the contract will be due at that time.

After the contract term is up, the Client may continue with SMG Web Design for the same monthly or annual fee and continue to get the same services. At that time, the Client will also have the option to just pay for hosting and domain registration without any additional services from SMG Web Design.

#### ***Confidentiality:***

The client and SMG Web Design representative's may disclose confidential information to each other to facilitate work under this agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party.

***Copyright and Ownership Notice:***

Copyright and ownership of the website files are in SMG Web Design's name until the contract expires or entire fee is paid in full.

***Permissions and Releases:***

The Client agrees to indemnify and hold harmless SMG Web Design against any and all claims, costs, and expenses including attorney's fees, due to materials included in the website at the request of the client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release. SMG Web Design, if providing content, will only use licensed images and original content. In turn, SMG Web Design agrees to indemnify and hold harmless the Client for any content, copy or media SMG Web Design contributes to the website if found to use without copyright or permission.

***Deadlines:***

Each step of the development process is vital to continue onto the next step. Dates agreed on for each step could be delayed if the prior step deadline is not met. SMG Web Design agrees to meet their deadlines unless there are unforeseen circumstances that delay the process. The Client agrees to submit their required information by the agreed deadline and will not hold SMG Web Design at fault for delays caused by the Client. In turn, SMG Web Design will not hold the Client at fault should unforeseen circumstances occur that could delay the process.

***Timeline:***

8-12 weeks to develop the website - A target live date will be set

***Description of work and service:*** SMG Web Design will have an initial meeting with the client to collaboratively identify website priorities, including target audience and content inclusions. Following this discussion, the specific descriptions of development work to be completed will be detailed separate from this agreement and provided in the website summary.

***Development Phase:*** *\*Target dates and deadlines are set through each phase.*

- 1.) Initial meeting to discuss overall website project, objectives, priorities, target market, website features, key search phrases, website design, user experience, and future website goals.
- 2.) SMG Web Design will create a website summary plan with information gathered from the initial meeting.
- 3.) Gathering information: Client will provide content, photos, logo, and additional requested items.
- 4.) Domain Registration or discuss/transfer domain to SMG Web Design
- 5.) SMG Web Design will develop the website on a local server. The development website can be shared with the Client to monitor the process
- 6.) Meet to review the final website with final changes, additions and notes.
- 7.) Launch website
- 8.) Apply all the SEO tools
- 9.) Set-up or integrate Social Media (if requested)
- 10.) Set-up analytics, additional SEO and security measures.
- 11.) Submit the website to the top search engines
- 12.) Client user accounts and emails can be set up
- 13.) Provide website training

***Once the website is live: Ongoing Service And Support***

- SMG Web Design will provide any website updates and support. Updates can be communicated via phone calls, emails, text message and in person. Updates are completed promptly. SMG Web Design will communicate back to the client when the update is completed.
- SMG will monitor the website, provide software updates, and create back-ups of the website and database.
- Google Analytic Tools will be set up within the website admin as well as through a Google Account. The Client will have admin access to both the website and Google Analytics.

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- Annual website reviews can be set up to review analytics, SEO, website content, and website performance.

***Assignment of work:***

All development and subsequent work of the websites are complete by SMG Web Design employees. Work is not contracted out.

***Termination:***

Either party may terminate this Agreement by giving 30 days' written notice to the other of such termination. Termination during the development phase (before the site goes live) will result in SMG Web Design refunding the Client the fee paid, less the prorated amount for the work done and fees incurred thus far. If SMG ceases operation or discontinues services during the contracted four years, the prorated refund for the remainder of the contract is immediately due. Termination after the development phase and final agreement of the work/website, will result in zero refund to the Client, and the ownership of the work done stays with SMG Web Design, unless the Client pays the contract balance in full. If the contract is paid in full up front, the client will own the work and files at that time.

***The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.***

On behalf of the Client: \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of SMG Web Design: \_\_\_\_\_ Date: \_\_\_\_\_

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/4/2021

Amount of time requested (minutes): 15 minutes

Department: Highway and Airport

Requested By: Mr. Gregg

Presented By: Mr. Gregg

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

## **Highway Department**

1. Request Board approval to advertise the Bridge No. 7979 replacement project SAP 023-615-015.

## **Airport Department**

1. Review the final Bid results for the T-Hanger Construction Project at the Fillmore County Airport, with possible action.

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

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



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Fillmore County Board Members

FROM: Sarah Mattes, PE

DATE: April 28, 2021

RE: Airport T-hangar and Taxilane Construction  
SEH No. FILLM 157910

The project negotiations for the proposed 8-unit T-hangar were approved on April 27, 2021 during the Fillmore County Board meeting.

### PROJECT NEGOTIATION SUMMARY

As all parties are aware, one bid was received from Everstrong Construction for the proposed Fillmore County Airport T-hangar project resulting in a significantly higher project cost of \$1,802,002.15. Based on our discussions with the FAA and with the approval of the Fillmore County Board, we (SEH) have worked with the bidding contractor to negotiate the project cost in the effort to reduce the funding gap, see the attached bid tabulation. As part of the negotiations, we have further clarified item "Hangar Foundation/Floor Design & Construction". The revised line item now only includes the construction and concrete materials for the foundations and floor slab. The soils component for the building has been broken out into individual quantities and added to line items "Common Excavation", "Select Granular" and "Aggregate Base (Class V)" per their individual unit prices. Additional revisions were made to remove the concrete aprons and replace with bituminous pavement, adjusting the quantities for those line items as well. The revised quantities and bid total are included on the bid tabulation provided for Board review. The revised total project cost is equal to \$1,637,807.82

There are two options Fillmore County can consider moving forward: 1) we accept the contract with the negotiated price with the current bidder or 2) we can rebid the project with some alternates attempting to receive better pricing. Please understand that option 1 will result in the need to acquire additional entitlement funds resulting in additional years needed for pay back. Furthermore, please note it is likely that option 2 may result in the same need to acquire entitlement dollars. It is our opinion that continuing to work with the current bidder is likely the best option for the project both from a final cost standpoint as well as the project schedule.



TABULATION OF BIDS

|                                                                                                                                                      |                                                      |      |         |               |                     |              |                                                                                             |             |                                                         |              |                                                                                                                 |                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------|---------|---------------|---------------------|--------------|---------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 2021 8-Unit T-Hangar and Taxilane Construction<br>Fillmore County Airport<br>SEH No.: FILLM 157910<br>Bid Date: 2:00 p.m., Wednesday, April 21, 2021 |                                                      |      |         |               | Engineer's Estimate |              | Everstrong Construction<br>30263 County Hwy 1<br>Red Wood Filas, MN 56283<br>\$1,802,002.15 |             | Revised<br>Address<br>City, State Zip<br>\$1,643,807.82 |              |                                                                                                                 | Contractor Name<br>Address<br>City, State Zip<br>\$0.00 |
| Item No.                                                                                                                                             | Item                                                 | Unit | Rev Qty | Est. Quantity | Unit Price          | Total Price  | Unit Price                                                                                  | Total Price | Unit Price                                              | Total Price  |                                                                                                                 | Unit Price                                              |
| C-105                                                                                                                                                | Mobilization                                         | LS   | 1       | 1             | \$110,000.00        | \$110,000.00 | \$93,245.00                                                                                 | \$93,245.00 | \$99,245.00                                             | \$99,245.00  |                                                                                                                 |                                                         |
| C-100                                                                                                                                                | Contractor Quality Control Program (CQCP)            | LS   | 1       | 1             | 15,000.00           | 15,000.00    | 14,083.00                                                                                   | 14,083.00   | 14,083.00                                               | \$14,083.00  |                                                                                                                 |                                                         |
| 01 55 15                                                                                                                                             | Maintenance & Restoration of Haul Roads              | LS   | 1       | 1             | 10,000.00           | 10,000.00    | 4,115.00                                                                                    | 4,115.00    | 4,115.00                                                | \$4,115.00   |                                                                                                                 |                                                         |
| 13 34 00                                                                                                                                             | Hangar Foundation/Floor Design & Construction        | LS   | 1       | 1             | 225,000.00          | 225,000.00   | 525,675.00                                                                                  | 525,675.00  | 236,980.00                                              | \$236,980.00 |                                                                                                                 |                                                         |
| 13 34 00                                                                                                                                             | Pre-Engineered Building System                       | LS   | 1       | 1             | 430,000.00          | 430,000.00   | 557,028.00                                                                                  | 557,028.00  | 557,028.00                                              | \$557,028.00 |                                                                                                                 |                                                         |
| 08 11 70                                                                                                                                             | Hydroswing Doors Floor Mounted (8) (See schedule)    | LS   | 1       | 1             | 112,800.00          | 112,800.00   | 147,518.00                                                                                  | 147,518.00  | 147,518.00                                              | \$147,518.00 |                                                                                                                 |                                                         |
| 08 36 13                                                                                                                                             | Garage Doors (2) (See Schedule) include openers      | LS   | 1       | 1             | 2,000.00            | 2,000.00     | 13,714.00                                                                                   | 13,714.00   | 13,714.00                                               | \$13,714.00  |                                                                                                                 |                                                         |
| 2573.502                                                                                                                                             | Silt Fence (Installation & Removal)                  | LF   | 715     | 715           | 3.50                | 2,502.50     | 3.53                                                                                        | 2,523.95    | 3.53                                                    | \$2,523.95   |                                                                                                                 |                                                         |
| 2573.533                                                                                                                                             | Sediment Control Logs and Maintenance                | LF   | 90      | 90            | 5.00                | 450.00       | 11.76                                                                                       | 1,058.40    | 11.76                                                   | \$1,058.40   |                                                                                                                 |                                                         |
| 2753.535                                                                                                                                             | Rock Construction Entrance and Maintenance           | LS   | 1       | 1             | 2,500.00            | 2,500.00     | 4,115.00                                                                                    | 4,115.00    | 4,115.00                                                | \$4,115.00   |                                                                                                                 |                                                         |
| D-752-5.1                                                                                                                                            | 12" RCP Culvert, Class V                             | LF   | 100     | 100           | 80.00               | 8,000.00     | 96.41                                                                                       | 9,641.00    | 96.41                                                   | \$9,641.00   |                                                                                                                 |                                                         |
| D-752-5.2                                                                                                                                            | 12" RC Pipe Apron w/ Trash Guard                     | EACH | 2       | 2             | 1,500.00            | 3,000.00     | 1,614.00                                                                                    | 3,228.00    | 1,614.00                                                | \$3,228.00   |                                                                                                                 |                                                         |
| L-108-5.1                                                                                                                                            | #8, 5kV Cable, Installed in Conduit                  | LF   | 2,000   | 2,000         | 1.50                | 3,000.00     | 4.87                                                                                        | 9,740.00    | 4.87                                                    | \$9,740.00   |                                                                                                                 |                                                         |
| L-108-5.2                                                                                                                                            | #6, 600V Cable, Installed in Conduit                 | LF   | 2,500   | 2,500         | 1.50                | 3,750.00     | 3.06                                                                                        | 7,650.00    | 3.06                                                    | \$7,650.00   |                                                                                                                 |                                                         |
| L-110-5.1                                                                                                                                            | 2" Sch. 80 PVC or HDPE Conduit, includes trenching & | LF   | 1,300   | 1,300         | 3.00                | 3,900.00     | 16.88                                                                                       | 21,944.00   | 16.88                                                   | \$21,944.00  |                                                                                                                 |                                                         |
| L-110-5.2                                                                                                                                            | Handhole                                             | EACH | 2       | 2             | 1,100.00            | 2,200.00     | 1,764.00                                                                                    | 3,528.00    | 1,764.00                                                | \$3,528.00   |                                                                                                                 |                                                         |
| P-152-4.1                                                                                                                                            | Common Excavation (EV)                               | CY   | 6,365   | 2,130         | 13.00               | 27,690.00    | 11.87                                                                                       | 25,283.10   | 11.87                                                   | \$75,552.55  | Increased to account for excavation existing fill, 5 feet below footings and placement and removal of surcharge |                                                         |
| P-152-4.5                                                                                                                                            | Subgrade Excavation (EV)                             | CY   | 50      | 50            | 13.00               | 650.00       | 29.39                                                                                       | 1,469.50    | 29.39                                                   | \$1,469.50   |                                                                                                                 |                                                         |
| P-152-5.3                                                                                                                                            | Subgrade Preparation                                 | LS   | 1       | 1             | 5,000.00            | 5,000.00     | 5,455.00                                                                                    | 5,455.00    | 5,455.00                                                | \$5,455.00   |                                                                                                                 |                                                         |
| P-152-5.4                                                                                                                                            | Proof Rolling                                        | LS   | 1       | 1             | 500.00              | 500.00       | 1,352.00                                                                                    | 1,352.00    | 1,352.00                                                | \$1,352.00   |                                                                                                                 |                                                         |
| P-154-5.1                                                                                                                                            | Select Granular Borrow (CV)                          | CY   | 4617    | 930           | 25.00               | 23,250.00    | 40.68                                                                                       | 37,832.40   | 40.68                                                   | \$187,819.56 | Increased to account for engineering fill replacement                                                           |                                                         |
| 2211.501                                                                                                                                             | Aggregate Base (Class 5) (CV)                        | CY   | 738     | 560           | 40.00               | 22,400.00    | 39.97                                                                                       | 22,383.20   | 39.97                                                   | \$29,497.86  | Increased to account for 6 inches of aggregate base below slab                                                  |                                                         |
| 32 13 10                                                                                                                                             | Concrete Aprons (6 inches)                           | SY   | 0       | 1350          | 110.00              | 148,500.00   | 82.44                                                                                       | 111,294.00  | 82.44                                                   | \$0.00       | Concrete aprons removed                                                                                         |                                                         |
| 2360.501                                                                                                                                             | Bituminous Wear Course (SPWEB240B)                   | TON  | 370     | 230           | 75.00               | 17,250.00    | 110.13                                                                                      | 25,329.90   | 110.13                                                  | \$40,748.10  | increased to include 4" of bit pavement on aprons                                                               |                                                         |
| 2360.502                                                                                                                                             | Bituminous Non-wear Course (SPNWB230B)               | TON  | 370     | 230           | 90.00               | 20,700.00    | 110.13                                                                                      | 25,329.90   | 110.13                                                  | \$40,748.10  | increased to include 4" of bit pavement on aprons                                                               |                                                         |
| 2357.506                                                                                                                                             | Bituminous Tack Coat                                 | GAL  | 200     | 200           | 4.00                | 800.00       | 0.01                                                                                        | 2.00        | 0.01                                                    | \$2.00       |                                                                                                                 |                                                         |
| P-620 -5.1b                                                                                                                                          | Pavement Markings                                    | SF   | 0       | 380           | 2.00                | 760.00       | 6.35                                                                                        | 2,413.00    | 6.35                                                    | \$0.00       | Pavement Markings not needed                                                                                    |                                                         |
| T-901-5.1                                                                                                                                            | Turf Restoration                                     | LS   | 1       | 1             | 5,000.00            | 5,000.00     | 8,818.00                                                                                    | 8,818.00    | 8,818.00                                                | \$8,818.00   |                                                                                                                 |                                                         |
| T-905-5.1                                                                                                                                            | Topsoil Borrow (Obtained Off-Site) (CV)              | CY   | 30      | 30            | 100.00              | 3,000.00     | 21.16                                                                                       | 634.80      | 21.16                                                   | \$634.80     |                                                                                                                 |                                                         |
| 1.000                                                                                                                                                | Connect Electrical and Modify Existing Service       | LS   | 1       | 1             | 10,000.00           | 10,000.00    | 34,095.00                                                                                   | 34,095.00   | 34,095.00                                               | \$34,095.00  |                                                                                                                 |                                                         |
| 2.000                                                                                                                                                | Hangar Electrical, Lighting, Fans                    | LS   | 1       | 1             | 30,000.00           | 30,000.00    | 81,504.00                                                                                   | 81,504.00   | 81,504.00                                               | \$81,504.00  |                                                                                                                 |                                                         |
| TOTAL BID PRICE                                                                                                                                      |                                                      |      |         |               | \$1,249,602.50      |              | \$1,802,002.15                                                                              |             | \$1,643,807.82                                          |              |                                                                                                                 |                                                         |



TABULATION OF BIDS

|                                                |                                                      |      |         |               |             |                 |             |                 |             |                 |             |                 |             |                 |             |                 |  |
|------------------------------------------------|------------------------------------------------------|------|---------|---------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|--|
| 2021 8-Unit T-Hangar and Taxilane Construction |                                                      |      |         |               | e           | Contractor Name |             | Contractor Name |             | Contractor Name |             | Contractor Name |             | Contractor Name |             | Contractor Nam  |  |
| Fillmore County Airport                        |                                                      |      |         |               |             | Address         |             | Address         |             | Address         |             | Address         |             | Address         |             | Address         |  |
| SEH No.: FILLM 157910                          |                                                      |      |         |               |             | City, State Zip |             | City, State Zip |             | City, State Zip |             | City, State Zip |             | City, State Zip |             | City, State Zip |  |
| Bid Date: 2:00 p.m., Wednesday, April 21, 2021 |                                                      |      |         |               |             | \$0.00          |             | \$0.00          |             | \$0.00          |             | \$0.00          |             | \$0.00          |             | \$0.00          |  |
| Shaded area denotes corrected figure           |                                                      |      |         |               |             |                 |             |                 |             |                 |             |                 |             |                 |             |                 |  |
| Item No.                                       | Item                                                 | Unit | Rev Qty | Est. Quantity | Total Price | Unit Price      | Total Price | Unit Price      | Total Price | Unit Price      | Total Price | Unit Price      | Total Price | Unit Price      | Total Price | Unit Price      |  |
| C-105                                          | Mobilization                                         | LS   | 1       | 1             | \$0.00      |                 | \$0.00      |                 | \$0.00      |                 | \$0.00      |                 | \$0.00      |                 | \$0.00      |                 |  |
| C-100                                          | Contractor Quality Control Program (CQCP)            | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 01 55 15                                       | Maintenance & Restoration of Haul Roads              | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 13 34 00                                       | Hangar Foundation/Floor Design & Construction        | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 13 34 00                                       | Pre-Engineered Building System                       | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 08 11 70                                       | Hydroswing Doors Floor Mounted (8) (See schedule)    | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 08 36 13                                       | Garage Doors (2) (See Schedule) include openers      | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2573.502                                       | Silt Fence (Installation & Removal)                  | LF   | 715     | 715           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2573.533                                       | Sediment Control Logs and Maintenance                | LF   | 90      | 90            | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2753.535                                       | Rock Construction Entrance and Maintenance           | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| D-752-5.1                                      | 12" RCP Culvert, Class V                             | LF   | 100     | 100           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| D-752-5.2                                      | 12" RC Pipe Apron w/ Trash Guard                     | EACH | 2       | 2             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| L-108-5.1                                      | #8, 5kV Cable, Installed in Conduit                  | LF   | 2,000   | 2,000         | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| L-108-5.2                                      | #6, 600V Cable, Installed in Conduit                 | LF   | 2,500   | 2,500         | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| L-110-5.1                                      | 2" Sch. 80 PVC or HDPE Conduit, includes trenching & | LF   | 1,300   | 1,300         | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| L-110-5.2                                      | Handhole                                             | EACH | 2       | 2             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-152-4.1                                      | Common Excavation (EV)                               | CY   | 6,365   | 2,130         | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-152-4.5                                      | Subgrade Excavation (EV)                             | CY   | 50      | 50            | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-152-5.3                                      | Subgrade Preparation                                 | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-152-5.4                                      | Proof Rolling                                        | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-154-5.1                                      | Select Granular Borrow (CV)                          | CY   | 4617    | 930           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2211.501                                       | Aggregate Base (Class 5) (CV)                        | CY   | 738     | 560           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 32 13 10                                       | Concrete Aprons (6 inches)                           | SY   | 0       | 1350          | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2360.501                                       | Bituminous Wear Course (SPWEB240B)                   | TON  | 370     | 230           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2360.502                                       | Bituminous Non-wear Course (SPNWB230B)               | TON  | 370     | 230           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2357.506                                       | Bituminous Tack Coat                                 | GAL  | 200     | 200           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| P-620 -5.1b                                    | Pavement Markings                                    | SF   | 0       | 380           | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| T-901-5.1                                      | Turf Restoration                                     | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| T-905-5.1                                      | Topsoil Borrow (Obtained Off-Site) (CV)              | CY   | 30      | 30            | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 1.000                                          | Connect Electrical and Modify Existing Service       | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| 2.000                                          | Hangar Electrical, Lighting, Fans                    | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 | 0.00        |                 |  |
| TOTAL BID PRICE                                |                                                      |      |         |               | \$0.00      | \$0.00          |             | \$0.00          |             | \$0.00          |             | \$0.00          |             | \$0.00          |             |                 |  |



TABULATION OF BIDS

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| 2021 8-Unit T-Hangar and Taxilane Construction |                                                      |      |         |               | e           | Contractor Name |             | Contractor Name |             |
|------------------------------------------------|------------------------------------------------------|------|---------|---------------|-------------|-----------------|-------------|-----------------|-------------|
| Fillmore County Airport                        |                                                      |      |         |               |             | Address         |             | Address         |             |
| SEH No.: FILLM 157910                          |                                                      |      |         |               |             | City, State Zip |             | City, State Zip |             |
| Bid Date: 2:00 p.m., Wednesday, April 21, 2021 |                                                      |      |         |               |             | \$0.00          |             | \$0.00          |             |
| Item No.                                       | Item                                                 | Unit | Rev Qty | Est. Quantity | Total Price | Unit Price      | Total Price | Unit Price      | Total Price |
| C-105                                          | Mobilization                                         | LS   | 1       | 1             | \$0.00      |                 | \$0.00      |                 | \$0.00      |
| C-100                                          | Contractor Quality Control Program (CQCP)            | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 01 55 15                                       | Maintenance & Restoration of Haul Roads              | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 13 34 00                                       | Hangar Foundation/Floor Design & Construction        | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 13 34 00                                       | Pre-Engineered Building System                       | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 08 11 70                                       | Hydroswing Doors Floor Mounted (8) (See schedule)    | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 08 36 13                                       | Garage Doors (2) (See Schedule) include openers      | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 2573.502                                       | Silt Fence (Installation & Removal)                  | LF   | 715     | 715           | 0.00        |                 | 0.00        |                 | 0.00        |
| 2573.533                                       | Sediment Control Logs and Maintenance                | LF   | 90      | 90            | 0.00        |                 | 0.00        |                 | 0.00        |
| 2753.535                                       | Rock Construction Entrance and Maintenance           | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| D-752-5.1                                      | 12" RCP Culvert, Class V                             | LF   | 100     | 100           | 0.00        |                 | 0.00        |                 | 0.00        |
| D-752-5.2                                      | 12" RC Pipe Apron w/ Trash Guard                     | EACH | 2       | 2             | 0.00        |                 | 0.00        |                 | 0.00        |
| L-108-5.1                                      | #8, 5kV Cable, Installed in Conduit                  | LF   | 2,000   | 2,000         | 0.00        |                 | 0.00        |                 | 0.00        |
| L-108-5.2                                      | #6, 600V Cable, Installed in Conduit                 | LF   | 2,500   | 2,500         | 0.00        |                 | 0.00        |                 | 0.00        |
| L-110-5.1                                      | 2" Sch. 80 PVC or HDPE Conduit, includes trenching & | LF   | 1,300   | 1,300         | 0.00        |                 | 0.00        |                 | 0.00        |
| L-110-5.2                                      | Handhole                                             | EACH | 2       | 2             | 0.00        |                 | 0.00        |                 | 0.00        |
| P-152-4.1                                      | Common Excavation (EV)                               | CY   | 6,365   | 2,130         | 0.00        |                 | 0.00        |                 | 0.00        |
| P-152-4.5                                      | Subgrade Excavation (EV)                             | CY   | 50      | 50            | 0.00        |                 | 0.00        |                 | 0.00        |
| P-152-5.3                                      | Subgrade Preparation                                 | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| P-152-5.4                                      | Proof Rolling                                        | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| P-154-5.1                                      | Select Granular Borrow (CV)                          | CY   | 4617    | 930           | 0.00        |                 | 0.00        |                 | 0.00        |
| 2211.501                                       | Aggregate Base (Class 5) (CV)                        | CY   | 738     | 560           | 0.00        |                 | 0.00        |                 | 0.00        |
| 32 13 10                                       | Concrete Aprons (6 inches)                           | SY   | 0       | 1350          | 0.00        |                 | 0.00        |                 | 0.00        |
| 2360.501                                       | Bituminous Wear Course (SPWEB240B)                   | TON  | 370     | 230           | 0.00        |                 | 0.00        |                 | 0.00        |
| 2360.502                                       | Bituminous Non-wear Course (SPNWB230B)               | TON  | 370     | 230           | 0.00        |                 | 0.00        |                 | 0.00        |
| 2357.506                                       | Bituminous Tack Coat                                 | GAL  | 200     | 200           | 0.00        |                 | 0.00        |                 | 0.00        |
| P-620 -5.1b                                    | Pavement Markings                                    | SF   | 0       | 380           | 0.00        |                 | 0.00        |                 | 0.00        |
| T-901-5.1                                      | Turf Restoration                                     | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| T-905-5.1                                      | Topsoil Borrow (Obtained Off-Site) (CV)              | CY   | 30      | 30            | 0.00        |                 | 0.00        |                 | 0.00        |
| 1.000                                          | Connect Electrical and Modify Existing Service       | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| 2.000                                          | Hangar Electrical, Lighting, Fans                    | LS   | 1       | 1             | 0.00        |                 | 0.00        |                 | 0.00        |
| TOTAL BID PRICE                                |                                                      |      |         |               | \$0.00      | \$0.00          |             | \$0.00          |             |

Shaded area denotes corrected figure



# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 5/4/2021

Amount of time requested (minutes):

10

Dept.: Administration

Prepared By: Kristina Kohn

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

## Consent Agenda:

## Regular Agenda:

## Documentation

- |                                                                                                                                                                                |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Consider first reading of draft changes to Conferences & Seminars policy                                                                                                    | Yes |
| 2. Consider first reading of draft changes to General Provisions policy                                                                                                        | Yes |
| 3. Consider first reading of draft changes to Discipline policy                                                                                                                | Yes |
| 4. Consider discussion with possible action regarding structure and staffing for Finance and A/T as recommended by the Personnel Committee                                     | Yes |
| 5. Consider request to advertise for replacement County Surveyor as requested by the County Engineer and recommended by the Personnel Committee                                | Yes |
| 6. Consider request to recruit summer mowing personnel in the Highway Department as requested by the County Engineer and recommended by the Personnel Committee                | Yes |
| 7. Consider request to hire replacement Social Worker at Grade 12/Step 1 effective 5/28/21 as requested by the Social Services Manager and recommended by the Hiring Committee | No  |
| a. Stephanie Mensink                                                                                                                                                           |     |
| b. \$27.43                                                                                                                                                                     |     |

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); [koman@co.fillmore.mn.us](mailto:koman@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

## GENERAL POLICIES (6.00)

### Section 6.01 CONFERENCES AND SEMINARS

Date Approved by the County Board: ~~April 11, 2017~~  
Supersedes Policy Dated: ~~January 2, 2007~~ April 22, 2017

#### Policy Statement

It is the policy of Fillmore County that County employees should perform their tasks at maximum efficiency. Employee training through conferences and seminars are important aspects in maintaining that efficiency. County department heads are primarily responsible for approving conferences and training requests for their respective employees. Annual budgets for this training shall be approved by the County Board.

#### Conditions

The following rules are hereby established to provide department heads with guidelines to implement sound decisions in granting conference and training requests:

- a. Conferences and workshops must be job related and used to develop the information and skills of agency staff.
- b. Attendance will allow for making essential contacts or obtaining information which is important to the improved operations and functions of the department.
- c. Information from conferences or workshops is needed to complete or meet changes in job responsibilities because of internal or statutory changes.
- d. Each employee shall ~~provide a report to all~~ share applicable information to appropriate co-workers who may benefit from the information obtained at the conference or training session.
- e. With the many conferences and training sessions that are available the department head should carefully consider each request so that the time away from their County job is well spent and educational.
- f. Attendance at these sessions must have prior approval of the department head.
- g. Overnight conferences or seminars must be approved by the County Board in advance through submission of annual departmental budgets and itemized lists of planned staff conferences and training sessions and on an as needed basis for unforeseen training opportunities.
- h. Out-of-State training which requires an overnight stay must be approved by the County Board in advance. Information about training participation for the last two years must be included with all requests. A maximum of \$500 will be allowed for mileage, flight, and lodging expenses that are not covered by registration fees unless otherwise approved by the Board in advance. The maximum does not include registration costs.
- i. A detailed voucher is required for all expenses incurred while attending an approved conference or workshop and shall be reimbursed at actual cost. If meals are provided as part of registration fees, the County will not pay for substitute meals. See Reimbursed

Expenses policy for more information on what expenses are allowable.

- j. Department heads shall be responsible for keeping track of conferences and workshops that their employees attend each year. A report of conferences and workshops attended from all departments should be submitted to the Administrator by the first Thursday in December so that a report can be made to the County Board at the end of the year.

Variance

Variance from the conference and training request policy may be made by the County Board upon a showing of appropriate justification for the variance and the approval of the employee's supervisor and department head.

|

### Safety

Fillmore County and its employees are responsible for maintaining a safe and healthy work environment. The County shall comply with occupational safety and health standards and regulations as promulgated by federal or state statute. It is the duty of ~~the~~ department heads to enforce/-establish safety regulations and to instruct employees in accident prevention. Employees are expected to observe all County and department safety rules and report unsafe working conditions to their supervisors, department heads or member of the safety committee immediately. Suggestions regarding safety will be welcomed from all employees.

### Notice of Injury to Employee

An employee injured on the job should get first aid and report the injury to their department head or supervisor immediately. The department head/supervisor shall first secure additional medical aid needed by the injured employee, and shall promptly file an accident report and First Report of Injury with the Administrator's office giving full particulars.

### Notice of Injury to Public

Each employee shall report to their department head or supervisor any instance of injury to the person or property of a member of the public by a County employee or by operation of County property under their control. Employees are also expected to report to the department head any instance of injury to a member of the public arising from an incident on County property.

### Public Relations

It is the duty of all department heads/supervisors to instruct their employees to deal courteously with the public. Favorable impressions created by courteous public relations develop citizen good-will and support for the employee, their department and the County as a whole. Any disposition or demeanor indicating an attitude of discourteousness toward the public will be cause for disciplinary action up to and including dismissal.

### Political Activity

County employees may seek political office or participate in the campaigns of political candidates within the constraints of Minnesota law. County employees may not: solicit or receive funds for a political candidate during working hours; actively conduct a campaign during working hours; or use their authority or official influence to compel others to contribute to a campaign or become a member of an organization.

### Personal Appearance

Fillmore County takes pride in its employees. Physical appearance, dress and outward action influence the image of Fillmore County government. Employees should dress appropriately for their job. Jobs involving physical labor may involve a different standard of dress than office work. Employees should refer to the County's Dress Code policy contained within this manual. Any questions on dress should be handled by an employee's department head/supervisor.

### Release of News Information

When requests for information are made of County employees by members of the news media, the official response of the County shall be stated by the ~~department head~~appropriate information officer or their designee with their approval. This provision of the Personnel Policy shall not restrict the rights of the individual employee to comment on any public matter in their capacity as a private citizen.

### Conference Room Policy

Fillmore County's Conference rooms shall only be used for government related purposes and shall be scheduled through the appropriate office that is responsible for that specific conference room. Examples include, but are not limited to, court depositions, department directed meetings, city, township, or state meetings. Non-government use will not be allowed unless officially approved by the Board. Local politicians shall be allowed to use conference rooms only to provide information to the public. During a campaign, this shall be considered a violation of election laws.

Only Fillmore County employees will be allowed to use the conference rooms for wellness activities during lunch break or after hours to promote their health and well-being. These activities are voluntary, on a first come, first served basis and participants understand that this is not part of their work assignment. Such activities will not interfere with other scheduled meetings. Employees will sign an acknowledgement that they have been instructed in emergency and security procedures and release the County from liability for their non-work-related actions. No one will be allowed to stay for wellness activities beyond the established shift for that specific building maintenance person. No overnight activities will be allowed. Exterior doors must not be propped open.

At no time will minors be left unaccompanied in the conference room or any Fillmore County facility. An adult will be responsible for opening and closing the conference room and be in attendance throughout all events/meetings. Failure to have proper supervision of minors may result in a group losing the ability to utilize the conference room for future events/meetings.

Conference rooms will be left in the same condition as prior to the meeting. Food and beverage containers shall be disposed of. The County Board will annually approve the list of groups authorized to utilize County conference rooms. The following groups have been approved by the Board for conference room use: American Dairy Association, Fair Board, Pork Producers, DHIA, Forage & Grassland, Cattlemen, 4-H Federation, Extension, Extension Master Gardeners and Project Development Committees and others as approved by the Board. No charges will normally be made for government related meetings. However, if a meeting room is not left in the manner in which it was prior to the meeting, the County will bill a minimum rate of \$100 for the cost of cleaning and/or resetting the meeting room. Failure to keep conference rooms in good condition following use may be grounds to rescind a group's ability to utilize the conference rooms in the future.

### Solicitation on Premises

In order to prevent disruptions in County operations persons not employed by the County may not solicit or distribute materials on County property without authorization from the Administrator. Employees may not solicit or distribute materials during working time or in working areas.

### Veteran's Preference

Veteran's policy of Fillmore County shall be in compliance with Minnesota Statutes that regulate Veteran's Preference for County civil service. Our State Statutes recognize that military service, training, and experience are qualifications of merit that cannot be assessed by examination alone. Therefore, veterans are granted additional points and preference ahead of other eligible non-veterans with the same examination ratings. This preference is in compliance with Minnesota Statute 197.455.

## CONFLICT RESOLUTION (5.00)

### Section 5.01 DISCIPLINE

Date Approved by the County Board: [December 12, 2017](#)  
Supersedes Policy Dated: [December 12, 2017](#)[September 4, 2012](#)

#### **Policy Statement**

Employees are expected to maintain high standards of cooperation, efficiency and integrity in their work with the County. If an employee's conduct fails to meet ~~the~~ standards, the employee may be subject to disciplinary action.

The County recognizes that even with well-defined rules, policies and regulations, employees may deviate from normal patterns. It is the intent of the County to correct, train or instruct employees to follow and adhere to reasonable and practical rules of conduct with discipline being the last resort, used only when all other corrective measures fail. It is also the intent of the County to administer discipline fairly and reasonably, and to require employees to follow and adhere to reasonable and practical rules of conduct.

Nothing in this policy shall be construed as altering the at-will nature of the employment relationship.

#### **Examples of Conduct Warranting Discipline/Discharge**

1. The following actions are considered violations of County rules of conduct or otherwise grounds for disciplinary action. The following list is not intended to be exhaustive but rather is only illustrative of examples of misconduct subject to disciplinary action up to and including discharge:
  - a. Incompetency, inefficiency or ineffectiveness in the performance of duties as reflected in the lack of achievement of assigned workloads;
  - b. The inability, whether due to physical or mental conditions or otherwise, of the employee to perform the essential functions of ~~their~~<sup>his/her</sup> duties employment position following all considerations and processes as defined by the American's with Disabilities Act (ADA);
  - c. Unauthorized use of drugs or alcohol while on duty and/or excess use of drugs or alcohol while off duty which is detrimental to the performance of duties;
  - d. Hostile, insulting and/or abusive conduct or language used toward County employees and/or members of the public;
  - e. Violation of the County's policy against discrimination or harassment on the basis of protected class status, including but not limited to sex, sexual orientation, race, disability, national origin, marital or familial status, religion, age, or status with respect to public assistance.
  - f. Carelessness and/or negligence in the handling or control of County property;
  - g. Abuse of an official County position to achieve personal, political or financial gain;
  - h. Using or threatening to exert unethical pressure on any County employee or officer in securing promotion, transfer, leave of absence, increase compensation or other favors;
  - i. Engaging in outside employment that conflicts with County employment as outlined in the Outside Employment policy.
  - j. Absence from duty without approval;
  - k. Willful misconduct or insubordination;

- l. Misuse, theft, destruction, neglect, or non-authorized use or appropriation of County equipment and supplies, including phone and computer use.
- m. Dishonesty in performance of duties;
- n. Criminal conduct except as limited by Minn. Stat. Sec. 364 committed while working as a Fillmore County employee or ~~while~~ off duty criminal conduct which would interfere with the employee's ability to consistently and securely perform the essential functions of their position;
- o. Failure to follow County and/or department safety rules;
- p. In the case of employees of the Sheriff's office, any criminal conduct while working for Fillmore County and any conduct as stated in MN Rules 6700 or MN Statute 626.8432 while either on or off duty;
- q. Falsifying government, client or employment records; falsely stating or falsely making claims of injury or illness; or false or inaccurate claims for reimbursement of expenses;
- r. Sale, distribution, possession, or use of drugs or alcohol on County property during working hours and/or while performing duties on behalf of the County;
- s. Being under the influence of drugs, alcohol, or controlled substances while performing duties on behalf of the County, using a County vehicle or driving on behalf of the County, or while on County premises;
- t. Neglect or refusal to follow established health, safety, or security policy rules or regulations;
- u. Disorderly, abusive, or indecent conduct that causes disruption of the work environment, including physical or verbal abuse;
- v. Gambling on County property or using County equipment or resources which interferes with the effective and professional performance of duties;
- w. Possession of weapons on County property unless authorized by County policy or statute;
- x. Sleeping during work time;
- y. Allowing visitors into unauthorized County offices and locations;
- z. Violation of attendance and punctuality guidelines;
- aa. Performing work for outside organizations on County time unless specifically authorized as part of the employee's duties for the County;
- bb. Unauthorized disclosure of private or confidential data;
- cc. Violation of provisions of agreements such as Performance Improvement Plans (PIP) or other similar agreements;
- dd. Violation of any personnel policy set forth in this policy manual or as adopted by the County Board;
- ee. Failure or refusal to follow a lawful directive of a supervisor or to comply with department program regulations, policies, procedures;
- ff. Violation of any personnel policy set forth in this policy manual or as adopted by the County Board; any conduct which, in the discretion of the County, constitutes a breach of the standards of behavior which it should reasonably expect of its employees.

The above list is not all inclusive, disciplinary action may be taken for any reasons at the determination of the County, at its discretion.

2. The degree of discipline administered will depend on the severity of the infraction and shall be in accordance with any applicable County policies and procedures as well as local, state or federal laws and regulations.
3. It is the responsibility of each supervisor and department head to thoroughly evaluate the circumstances and facts as objectively as possible and then apply the most suitable form of discipline.

**Administrative Leave with Pay** - At the discretion of the County Personnel Committee, an employee of the County may be placed on administrative leave with pay and benefits pending investigation of allegations of misconduct. Such suspension is not a disciplinary action and shall not be subject to appeal. If the charges are not sustained, the employee will be restored to duty.

**Range of Disciplinary Actions:**

Any one or more of the following disciplinary actions may be imposed, based upon the nature and severity of the conduct. The listing does not imply a sequence of events. [All disciplinary actions shall be documented and placed in the employee's personnel file.](#)

- A. **Preventative Discipline** - This type of discipline attempts to anticipate possible situations which might require disciplinary action, and prevent them from happening. These situations may be prevented by orienting the employee to rules and regulations, and by working with the employee in areas of job performance. It is imperative that the employee knows what is expected of them. A routine employee performance appraisal affords the employee and the Department Head/Supervisor an opportunity to define job expectations and discuss performance on a regular basis. However issues with employment should not wait for the performance appraisal, but should be handled at the time of the occurrence.
- B. **Progressive Discipline** - Attempts to improve employee performance or conduct by assigning a disciplinary action appropriate to the offense. If, after the initial disciplinary action(s), employee performance or conduct has not improved, disciplinary action of greater severity may need to be administered. This is a "corrective" approach, not a "punitive" approach, to discipline problems.
- C. **Verbal Reprimand** - This type of discipline is used for infractions of a relatively minor degree or in situations where the employee's performance needs to be discussed. Supervisors will inform the employee that the supervisor is issuing a verbal reprimand, and that the employee is being given an opportunity to correct the condition.

If the condition is not corrected, the employee will be subject to more severe disciplinary action.

[A notation that an oral warning was given shall be made in the employee's personnel file.](#)

- D. **Written Warning/Reprimand** - this notice will be issued in the event the employee continues to disregard ~~an oral verbal~~ reprimand or if the infraction is serious enough to warrant a written reprimand in the employee's personnel file.

The warning/reprimand shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline.



- E. **Suspension** - An employee will be suspended without pay when the offense is of a significant enough nature to warrant more than a reprimand, but when the specific incident does not warrant immediate discharge or the course of conduct and the employee's overall performance and history does not warrant immediate discharge. A written suspension will be issued to the employee and placed in the employee's personnel file documenting the basis of the disciplinary action, and the length of the suspension and what corrective action must be taken by the employee to avoid further discipline.

The warning/reprimand shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline.

- F. **Demotion** - Demotion may be used in those instances where an employee has been promoted to a position where they are unwilling or unable to perform the responsibilities of that position. Demotion is not to be used as a substitute for discharge, when discharge is warranted. A written demotion notice will be issued to the employee and placed in the employee's personnel file documenting the basis of the demotion. An employee demoted to a lower position due to discipline will receive the pay at the lower demoted grade.

The warning/reprimand shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline.

- G. **Discharge** - Discharge may occur as a result of some improper action or lack of ability to perform a job which is detrimental to the interest of the County. An employee may also be discharged after repeated offenses of a less serious nature. The County may immediately remove any employee from the job site following discharge. A written discharge notice will be issued to the employee and placed in the employee's personnel file documenting the basis of the discharge. The discharge will be approved by the County Board. In the case of honorably discharged veterans who have completed their probationary periods, a Notice of Proposed Termination shall be served on the veteran in compliance with the provisions of the Veterans Preference Act.

**NOTE:** Any employee who is absent from work for three (3) consecutive full shifts without any notification to their Department Head or Supervisor may be dismissed from employment and considered by Fillmore County to have resigned from their position.

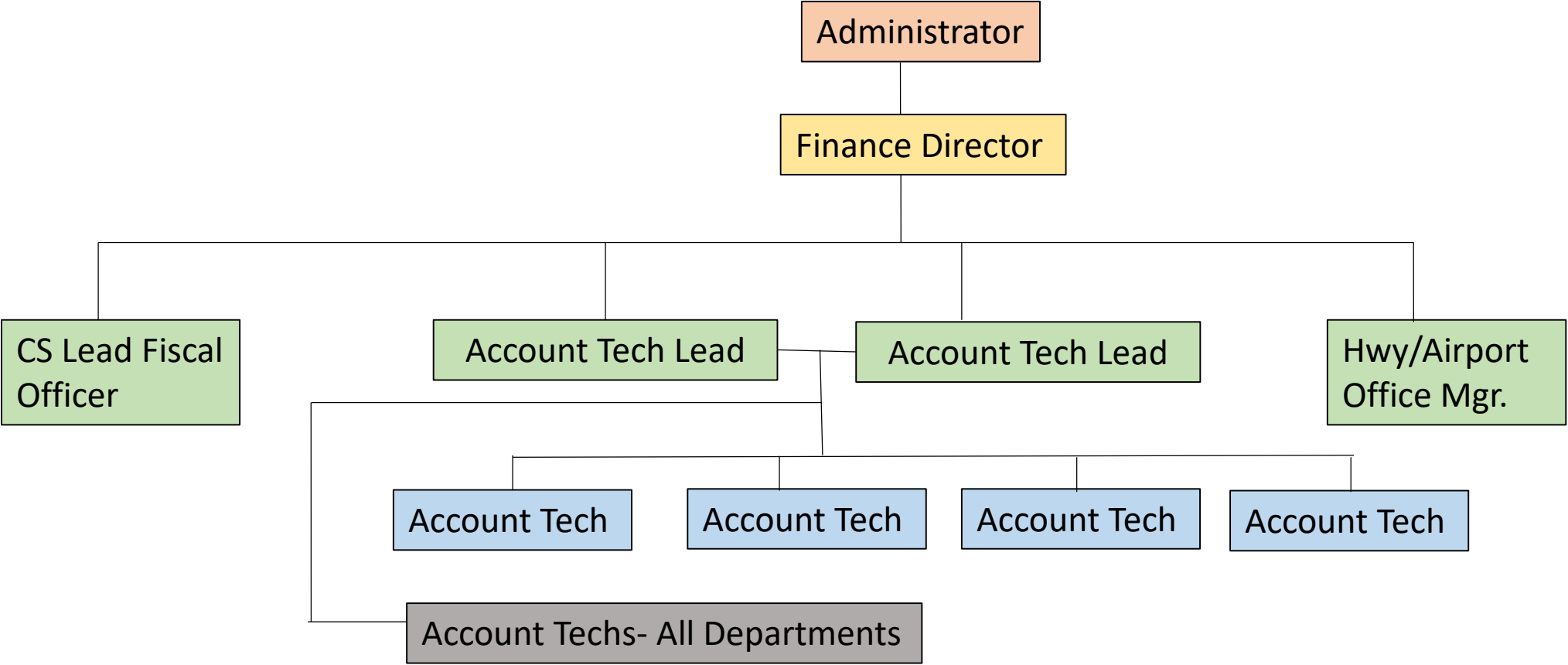
**Disciplinary Procedures:**

- A. Responsibility for initiating and administering disciplinary action lies with Department Heads.
- B. An incident that may be subject to disciplinary action shall be investigated at the earliest possible date.
- C. Proposed written reprimands, suspensions, and discharges will be discussed by the Department Head/Supervisor and the Administrator and Human Resources Officer. The Human Resources Officer will serve as an impartial party in determining the accuracy and completeness of the facts, the fairness of the proposed action, and the interdepartmental consistency of the disciplinary action.
- D. In cases where disciplinary action has been initiated based on allegation, and the allegation has proven false, all written items pertaining to the case shall be removed from the employee's

personnel file, the employee informed of this action, and full pay received for the time suspended.

- E. Regular employees have the right to file a grievance on any disciplinary action. See Grievance policy 5.02 regarding this process.

A/T- Finance Option



**Hire Analysis Form**  
**(All sections must be completed.)**

Date:  Department:

Requested By:  Title of Position being requested:

Requested date to post:

Is the position currently in the budget? ☒ Yes ☐ No If yes, how many hours per week is the position currently?

Number of hours requested:  Replacement position: ☒ Yes ☐ No Date position vacated:

If the request is for a new position, what has created the need for the position?

Why would this position be filled rather than absorbing the job duties within the department?

The work load and the Professional License requirement does not allow this position to be absorbed with in the department.

Has an assessment been made regarding the need for full-time vs. part-time? Explain.

As stated above the work load is not conducive to a part time position.

Where does the specific funding for this position originate?

The Highway Department Budget.

What real or permanent savings can be generated by this position?

Has this position, including job description, been reviewed with HR?

The job description was updated as part of the Market Analysis.

Are similar duties being performed in the County? If yes, could other positions/departments share in completing these tasks? Explain how this might work.

No

Reviewed by Personnel Committee:

☐ Recommended for Board Approval

☐ No Recommendation Made

☐ Not Recommended for Board Approval

Reason:

Date on Board Agenda:

☐ Approved by Board

☐ Not Approved by Board

Reason:

**Hire Analysis Form**  
**(All sections must be completed.)**

Date:  Department:

Requested By:  Title of Position being requested:

Requested date to post:

Is the position currently in the budget? ☒ Yes ☐ No If yes, how many hours per week is the position currently?

Number of hours requested:  Replacement position: ☐ Yes ☒ No Date position vacated:

If the request is for a new position, what has created the need for the position?

Why would this position be filled rather than absorbing the job duties within the department?

Work needs to be done and the lack of manpower to get it done.

Has an assessment been made regarding the need for full-time vs. part-time? Explain.

Looking at summer help employee.

Where does the specific funding for this position originate?

State Aid Highway Maintenance funds.

What real or permanent savings can be generated by this position?

Has this position, including job description, been reviewed with HR?

Summer Help position description.

Are similar duties being performed in the County? If yes, could other positions/departments share in completing these tasks? Explain how this might work.

No this is primarily a Highway Department function.

Reviewed by Personnel Committee:

☐ Recommended for Board Approval ☐ No Recommendation Made

☐ Not Recommended for Board Approval Reason:

Date on Board Agenda:

☐ Approved by Board ☐ Not Approved by Board Reason:

# RESOLUTION

## FILLMORE COUNTY BOARD OF COMMISSIONERS Preston, Minnesota 55965

Date May 4, 2021

Resolution No. 2021-XXX

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

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

### **Resolution Extending the Declaration of a State Of Emergency – COVID-19**

**WHEREAS**, On March 13, 2020, Minnesota Governor Tim Walz declared a peacetime state of emergency pursuant to the issuance of Executive Order 20-01 due to the worldwide spread of COVID-19, also referred to as the Coronavirus; and

**WHEREAS**, the health and safety of Fillmore County staff and the entire community continues to be a priority for Fillmore County. Our Fillmore County Public Health Department continues to lead the response to COVID-19 in Fillmore County, in cooperation with state and federal officials.

**WHEREAS**, the Fillmore County Board of Commissioners declared Fillmore County in a **STATE OF EMERGENCY** by resolution 2020-011 for continuing operations from the COVID-19, also referred to as the Coronavirus. The Fillmore County Board of Commissioners supports the Continuity of Operations Plan for Fillmore County (COOP) and approved the outlined operations in the “Fillmore County Emergency Declaration for COVID-19” document. The Fillmore County Board of Commissioners supports the County Administrator and Department Heads as they continue to work through the pandemic.

**WHEREAS**, the Fillmore County Board of Commissioners extended the declaration by resolution 2020-012 through May 5, 2020, by resolution 2020-016 through May 26, 2020 by resolution 2020-023 through June 23, 2020, by resolution 2020-027 through July 28, 2020, by resolution 2020-035 through September 1, 2020, by resolution 2020-051 through October 6, 2020, by resolution 2020-059 through November 3, 2020, by resolution 2020-061 through December 1, 2020, by resolution 2020-070 through January 5, 2021, by resolution 2021-001 through February 2, 2021, by resolution 2021-007 through March 2, 2021, by resolution 2021-018 through April 6, 2021 and by resolution 2021-021 through May 4, 2021.

**WHEREAS**, the Fillmore County Board has allowed public access to the facilities since June 1<sup>st</sup>, 2020 with further safety precautions implemented such as 6 foot distancing markers, spit guards, hand sanitizing station at entrance of buildings that are accessed by the public and regular sanitation of common areas.

**WHEREAS**, Fillmore County Board meetings and committee meetings may be held according to current State of Minnesota provided COVID-19 guidelines. Each Committee meeting structure can be determined by the Department Head and/or Commissioner of that committee with the intent to provide the option for electronic participation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Fillmore County Board of Commissioners declare Fillmore County in a **STATE OF EMERGENCY** for continuing operations from the COVID-19, and extend this emergency declaration through June 1, 2021.

Dahl ☐ Lentz ☐ Bakke ☐ Hindt ☐ Prestby ☐

Dahl ☐ Lentz ☐ Bakke ☐ Hindt ☐ 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 4<sup>th</sup> day of May 2021.

Witness my hand and official seal at Preston, Minnesota the 4<sup>th</sup> day of May 2021.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners