

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA**

December 20, 2022

Fillmore County Courthouse- Boardroom, 101 Fillmore Street Preston, MN 55965

FILLMORE COUNTY BOARD OF COMMISSIONERS

First District
Mitch Lentz

Second District
Randy Dahl

Third District
Larry Hindt

Fourth District
Duane Bakke

Fifth District
Marc Prestby

The Board provides the public the opportunity to participate in the meeting by phone or virtually. To participate Dial 1-844-621-3956; enter Access Code 2482 199 2564; or www.webex.com, click on “join meeting”; enter the Meeting ID 2482 199 2564; password MUGsFpBK735.

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

 Approve Consent Agenda:

1. December 13, 2022, County Board Minutes
2. December 13, 2022, Truth in Taxation Minutes
3. Approve Liquor License for Isle of Dreams LLC

 Approve Commissioner Warrants
 Review Finance Warrants

9:05 a.m. John DeGeorge, Sheriff

1. Consider request to purchase Resilite Training Mats for use of Force/Defensive Tactics Training with 2022 Law Enforcement Supplies
2. Consider the request to approve Chief Deputy 2023 Salary for Contract
3. Consider County Sheriff’s 2023 Salary Request

9:30 a.m. Citizens Input

9:35 a.m. Brett Corson, County Attorney

1. Consider County Attorney’s 2023 Salary Request

9:45 a.m. Wanda Berg, Social Services Manager

1. Consider the request to approve the Minnesota Department of Human Services County Contract (2023)

9:50 a.m. Ron Gregg, Highway Engineer

1. Consider a final payment resolution for Project LOST 117P-1 the surface reconditioning project on CR 117 in the City of Wykoff
2. Consider a final payment resolution for Project SAP 23-600-006 the reconstruction of Grosbeak Road into the Lanesboro Fish Hatchery
3. Consider a final payment resolution for Project SAP 23-603-005 the surface reconditioning project on CSAH 3 east and west of the City of Ostrander

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4. Consider a final payment resolution for Project SAP 23-639-003 the surface reconditioning project on CSAH 39 which is west of Spring Valley
5. Consider a final payment resolution for Project SAP 23-630-006 the surface reconditioning project on CSAH 30 between TH 139 to Niagara Cave

10:00 a.m. Lindsie Engle, Human Resources Officer

1. Consider the request to approve the 2023 non-union pay plan with a 4.5% COLA/market increase
2. Consider the request to approve the 2023 Local #49 pay plan
3. Consider the request to hire part-time Bailiff/Transport effective December 23rd, 2022, as recommended by Hiring Committee
4. Consider the request to appoint Roxane Kraling as County Recorder effective January 3rd, 2023, as recommended by Personnel Committee
5. Consider the request to transfer Christy Smith, Auditor/Treasurer, to Finance Director effective January 6th, 2023, as recommended by Hiring Committee
6. Consider the request to advertise for a replacement Auditor/Treasurer internally and externally simultaneously

10:15 a.m. Bobbie Hillery, Administrator

1. Discussion with possible action for Unclaimed Property Policy
2. Discussion with possible action for Levy Tax Distribution Policy
3. Discussion with possible action regarding 2022 ARPA journal entry
4. Discussion with possible action regarding 2019 Financial Statements Publication
5. Discussion with possible action regarding 2023 proposed appropriations
6. Discussion with possible action regarding Checking Account close outs
7. Consider resolution to approve the final 2023 Budget
8. Consider resolution to approve the final 2023 Levy
9. Consider to pay all regular and normal bills through 12/31/2022
10. Consider January 3, 2023 as the 2023 Annual Meeting Date at 9:00 a.m.
11. Consider the request to approve 2022 Wellness gifts

10:30 a.m. 2023 LELS Contract Negotiations

Calendar review, Committee Reports and Announcements

Meetings:

Tuesday, December 20	7:30 a.m.	Highway Committee	Bakke, Dahl
Tuesday, December 20	9:00 a.m.	Special Board	ALL
Tuesday, December 20	2:00 p.m.	Historical Society	Bakke
Wednesday, December 21	9:00 am.	Basin Alliance	Lentz
Thursday, December 22	4:30 p.m.	EDA	Lentz, Hindt
Monday, December 26	COUNTY OFFICES CLOSED		
Monday, January 2	COUNTY OFFICES CLOSED		

This is a preliminary draft of the December 13, 2022, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in a Regular session this 13th day of December 2022, at 3:00 p.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Mitch Lentz, Duane Bakke, Marc Prestby and Randy Dahl.

Commissioner present via WebEx: Commissioner Larry Hindt.

Others present: Bobbie Hillery, Administrator/Clerk; Wanda Berg, Social Services Manager; John DeGeorge, Sheriff; Lance Boyum, Chief Deputy; Don Kullot, Emergency Manager/Deputy; Ron Gregg, Highway Engineer; Lindsie Engle, Human Resources Officer; Tom Jensen, Community Corrections Director; Lisa Miller; Miles Petree; Bonita Underbakke, and Karen Reisner, Fillmore County Journal.

Others present via WebEx: Tara Kraling, Accounting Technician; Jessica Erickson, Director of Nursing; Kim Waller, Community Corrections Case Manager; Brett Corson, County Attorney; Tom Kaase.

The Pledge of Allegiance was recited.

On a motion by Prestby and seconded by Dahl, the Board unanimously approved the amended agenda with the following item removed: Consider the request to approve the 2022 Local #49 pay plan in accordance with the Union contract which would be item number 4 under Lindsie Engle, Human Resources Officer.

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

1. November 22, 2022, County Board Minutes

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

The Finance Department warrants were reviewed.

John DeGeorge, Sheriff, and Don Kullot, Emergency Management were present.

Kullot gave a brief description of what the Hazard Mitigation Plan entails. He noted that the plan is required to be updated every five years. There has been a delay due to COVID, however Fillmore County will remain in compliance as long as it is being worked on. The counties involved have agreed to work with the University of MN-Duluth to work on the plans for the Counties. For Fillmore County the total cost is \$52,000; the federal grant will cover 75% of the cost which is \$39,000, and the difference of \$13,000 can be covered by in kind service by County Staff to complete the plan.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved the **Resolution 2022-044: 2023 Hazard Mitigation Plan Agreement.**

On a motion by Bakke and seconded by Dahl, the Board unanimously approved to lease a Dodge Durango to replace the previously ordered and now canceled Chrysler Town and Country Through Enterprise Fleet Management for \$45,590.00.

Duane Bakke was present in place of Cristal Adkins.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved **Resolution 2022-045:** for Conditional Use Permit, Enos & Emma Hershberger under Section 604.03 (13) for a Commercial Use primarily intended to serve agriculture, Canton Township.

The citizen's input portion was opened and closed at 3:32 p.m., as no one was present to speak.

Wanda Berg, Social Services Director was present.

On a motion by Dahl and seconded by Hindt, the Board unanimously approved to recognize December 14 as Health and Human Services Worker Day.

Wanda Berg, Social Services Director was present.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved the 2023 Purchase of Service Agreement with Family Service Rochester Inc. to provide Contracted Family Engagement Strategies.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the 2023 Business Associate Addendum to the Purchase of Service Agreement with Family Service Rochester, Inc. for HIPAA compliance.

On a motion by Dahl and seconded by Bakke, the Board unanimously approved 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Mental Health Targeted Case Management Services.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Psychiatrist Services.

On a motion by Hindt and seconded by Bakke, the Board unanimously approved the 2023 Business Associate Addendum to the Purchase of Service Agreement with Hiawatha Valley Mental Health Center for HIPAA compliance.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Mental Health Targeted Case Management.

On a motion by Hindt and seconded by Dahl, the Board unanimously approved the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Adult Outpatient Treatment ICRS (Crisis Services).

On a motion by Bakke and seconded by Prestby, the Board unanimously approved the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner.

On a motion by Hindt and seconded by Dahl, the Board unanimously approved the 2023 Business Associate Addendum to the Purchase of Service Agreement with Zumbro Valley Health Center for HIPAA compliance.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved the updated Workforce Development Agreement with Minnesota Department of Human Services for DWP (Diversionary Work Program) and MFIP (Minnesota Family Investment Program) with a decrease in required funding.

Ron Gregg, Highway Engineer was present.

On a motion by Hindt and seconded by Bakke, the Board unanimously approved to award the Concrete Overlay Project SAP 23-625-016 to the lowest responsible bidder Croell for \$2,937,280.38.

On a motion by Dahl and seconded by Bakke, the Board unanimously approved scheduling a Public Hearing in 2023 to update the Transportation in search of Local Option Sales Tax project designations.

On a motion by Dahl and seconded by Bakke, the Board approved the bid of the sale of the existing Arrival and Departure building at the Fillmore County Airport to the highest bidder of Mat Rahlf for \$5.00; Members voting "yay" Lentz, Hindt, Bakke and Dahl; Member voting "nay" Prestby.

Lindsie Engle, Human Resources Officer was present.

On a motion by Hindt and seconded by Dahl, the Board unanimously approved hiring replacement Child Support Officer Abby Borden at Grade 9/Step 1 \$24.21 per hour (plus the approved 2023 COLA/market increase), effective January 9, 2023.

Discussion ensued regarding the electronic device stipend. It was noted that due to the sensitive nature of the work being done by Community Corrections it might be better to weigh the benefits of the stipend versus providing electronic devices for Community Corrections staff. This item will need to be brought back to the Board at a future meeting with more information.

The 2023 Non-Union pay plan with a 4.5% COLA/market increase will need to be brought back to the Board.

Bobbie Hillery, Administrator was present.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved paying the fourth Quarter DFO Warrant based upon Commissioner Bakke's update regarding the motion made at the DFO meeting, stating that Fillmore County would receive the funds for a 2022 DFO net gain; per the normal calculation for the DFO as a whole based on the by-laws and formula of the 2022 audit.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved an appropriate office space, for Victim Services of Olmsted County, that may be utilized for the term of the State funded grant that requires Olmsted County to provide Victim Services support to Fillmore County at no cost through September, 2023.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved **Resolution 2022-046: AMC** for Correction Funding.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved the Marco contract for the Community Corrections copy machine using the General Funds of \$113.77/month for 60 months.

Hillery noted that she would be presenting the Truth in Taxation information this evening and will be transferring the PSAP position to the General Fund. She asked if there was any other adjustments that needed to be completed prior to the budget presentation for the 20th. She noted that if the board could not finalize the budget and levy on the 20th, they could call a special meeting for the 27th if they need to.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved Avenu Insights & Analytics, LLC for an upgraded version of IFSpi at the cost of \$7,500.00.

On a motion by Bakke and seconded by Prestby, the Board unanimously approved an ambulance subsidy for both the cities of Lanesboro and Preston noting that since Lanesboro still requires certified staff to operate the ambulance located in Lanesboro, it is justified to receive the subsidy.

The following announcements, calendar review, and committee reports were given: Truth in Taxation hearing at 6:30 p.m. next meeting December 20 at 9 a.m.

Bakke, Dahl, Lentz, Hindt and Hillery attended AMC

Hillery excellence rating for MCIT for Workers' Compensation and Property & Casualty.

Prestby: Safety/EM: no one parking in parking lots before 7 a.m. due to plowing snow; have not had active shooter training in a while, but now have a 6-minute video for employees to watch.

On a motion by Hindt and seconded by Dahl, the Chair adjourned the meeting at 5:17 p.m.

This is a preliminary draft of the December 13, 2022 Truth in Taxation minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in special session for the purposes of a Truth in Taxation Public Hearing, pursuant to MN Statutes, this 13th day of December 2022 at 6:30 p.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following Commissioners present: Mitch Lentz, Marc Prestby Randy Dahl, and Duane Bakke.

The following Commissioner was present by WebEx: Larry Hindt

Others present: Bobbie Hillery, Administrator/Clerk; Jason McCaslin, Assessor; Christy Smith, Auditor/Treasurer; Ron Gregg, Highway Engineer; Ryan Welscher, Property Appraiser; Justin Kraling, Property Appraiser; Kayla Pierce, Property Appraiser; John DeGeorge, Sheriff; Chris Hahn, EDA Director, Keith Tieskotter, Curt and Kathy Roverud and Karen Reisner, Fillmore County Journal;

Others present by WebEx: Aimee Stettler, Account Technician and Gretchen Mensink

The Chair called the 2023 Fillmore County Truth in Taxation Public Hearing to order at 6:30 p.m.

Bobbie Hillery, County Administrator, reviewed the following with a power point presentation:

- Review of 2022 Fillmore County Operations
- 2021/2022 Submitted Performance Measures
- 2023 Goals and Objectives
- 2023 Preliminary Expenditures and Trends
- 2023 Per Capita Comparison with 2022
- Budget/Levy Summary for 2023

Members of the public wanting to discuss their property tax statement were helped by staff from the Assessor's Department.

On motion by Bakke and seconded by Hindt, the Chair adjourned the hearing at 6:57 p.m.



Minnesota Department of Public Safety
 Alcohol & Gambling Enforcement Division
 445 Minnesota Street, 1600
 St Paul, Minnesota 55101
 651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code CTONSS **License Period Ending** 12/31/2022 **Iden:** 74403
Issuing Authority Fillmore Co
Licensee Name Isle of Dreams LLC
Trade Name Isle of Dreams
Address 13029 County 3
 Spring Valley, MN 55975
Business Phone 507-358-7399
License Fees: **Off Sale** \$0.00 **On Sale** \$0.00 **Sunday** \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 & liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Anna Weiser 11.18.75 12.5.22
 Licensee Signature DOB Date
 (Signature certifies all above information to be correct and license has been approved)

 City Clerk/County Auditor Signature Date
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

 County Attorney Signature Date
 County Board issued licenses only (Signature certifies licensee is eligible for license).

 Police/Sheriff Signature Date
 Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Paulet/Slater 711 Hale Ave North Suite 101 St. Paul MN 55128	CONTACT NAME: Jill MacTavish	
	PHONE (A/C, No, Ext): (651) 644-0311	FAX (A/C, No): (651) 641-8981
E-MAIL ADDRESS: jmactavish@pauletslater.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Illinois Casualty		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 23/24 LIQ **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			LQ1502729	1/1/2023	1/1/2024	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liquor Liability coverage is continuous until cancelled

CERTIFICATE HOLDER smiller@co.fillmore.mn.us Fillmore County 101 Fillmore Street Preston, MN 55965	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Blohm/JM2 
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Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul , Minnesota 55101

Retailer's ID Card

Isle of Dreams

**Isle of Dreams LLC
13029 County 3
Spring Valley MN 55975**

Liquor License Iden
74403

Expires On
12/31/2023

11-14-2022

Isle of Dreams has our
permission for a legal license.

Bloomfield Township

Roger Bulm

Cy

*** Fillmore County ***



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

1	County Revenue Fund								
3	DEPT	Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099		
		No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name			
					Paid On Bhf #				
3	DEPT								
	7040	AMC/MACA							
		01-003-000-0000-6245		400.00	2022 AMC Conference-D Bakke 12/05/2022 12/07/2022	Registration Fees	N		
		01-003-000-0000-6245		400.00	2022 AMC Conference-R Dahl 12/05/2022 12/07/2022	Registration Fees	N		
		01-003-000-0000-6245		400.00	2022 AMC Conference-M Lentz 12/05/2022 12/07/2022	Registration Fees	N		
		01-003-000-0000-6245		400.00	2022 AMC Conference-L Hindt 12/05/2022 12/07/2022	Registration Fees	N		
	7040	AMC/MACA		1,600.00	4 Transactions				
	82132	Fillmore Co Journal							
		01-003-000-0000-6233		36.00	Board Mtg Minutes 11/8/2022 12/05/2022 12/05/2022	145984 Publications	N		
	82132	Fillmore Co Journal		36.00	1 Transactions				
	83550	Kelly Printing & Signs LLC							
		01-003-000-0000-6408		27.57	Mitch Lentz business cards 11/02/2022 11/02/2022	229236 Other Office Supplies	N		
	83550	Kelly Printing & Signs LLC		27.57	1 Transactions				
3	DEPT Total:			1,663.57	Board Of Commissioners	3 Vendors		6 Transactions	
34	DEPT								
	7040	AMC/MACA							
		01-034-000-0000-6245		400.00	2022 AMC Conference-B Hillery 12/05/2022 12/07/2022	Registration Fees	N		
	7040	AMC/MACA		400.00	1 Transactions				
34	DEPT Total:			400.00	Administration	1 Vendors		1 Transactions	
62	DEPT								
	3599	DS Solutions, Inc.							
		01-062-000-0000-6377		748.00	Online Election Judge Training 12/12/2022 12/12/2022	13365 Fees And Service Charges	N		
	3599	DS Solutions, Inc.		748.00	1 Transactions				

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
62	DEPT Total:		748.00	Elections	1 Vendors	1 Transactions	
91	DEPT			County Attorney			
8576	Corson/Brett						
	01-091-000-0000-6335		141.26	Mileage to/from Bloomington 12/07/2022 12/07/2022		Employee Automobile Allowance	Y
	01-091-000-0000-6337		161.48	Logging for MCAA 12/08/2022 12/08/2022	1103/K1	Other Travel Expense	Y
	8576 Corson/Brett		302.74	2 Transactions			
20298	Margaret Ann Morgan						
	01-091-000-0000-6282		238.63	Payment for transcripts 12/04/2022 12/04/2022	23-CV-17-351	Transcripts	N
	20298 Margaret Ann Morgan		238.63	1 Transactions			
20212	PINE COUNTY SHERIFF'S OFFICE						
	01-091-000-0000-6377		75.00	Service of civil papers 11/30/2022 11/30/2022	IN202201804	Fees And Service Charges	N
	01-091-000-0000-6377		75.00	Service of civil papers 11/30/2022 11/30/2022	IN202201805	Fees And Service Charges	N
	20212 PINE COUNTY SHERIFF'S OFFICE		150.00	2 Transactions			
91	DEPT Total:		691.37	County Attorney	3 Vendors	5 Transactions	
103	DEPT			Assessor			
82132	Fillmore Co Journal						
	01-103-000-0000-6241		243.27	Prop Tax Homestead Notice 11/14/2022 11/14/2022	145401	Advertising	N
	82132 Fillmore Co Journal		243.27	1 Transactions			
103	DEPT Total:		243.27	Assessor	1 Vendors	1 Transactions	
111	DEPT			Facilites Mtce			
7460	Al Larson & Sons Plumbing & Heating, Inc						
	01-111-000-0000-6580		29.35	FCOB replace toilet kit 12/05/2022 12/05/2022	22762	Other Repair And Maintenance Supplies	N
	7460 Al Larson & Sons Plumbing & Heating, Inc		29.35	1 Transactions			

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
5988	Preston Auto Parts 01-111-000-0000-6580		15.96	straps for snowblower chains 12/09/2022 12/09/2022	739062	Other Repair And Maintenance Supplies	N
5988	Preston Auto Parts		15.96	1 Transactions			
5050	Tufte/Blaine 01-111-000-0000-6335		15.63	USPS Auto Allowance 11/2022 11/01/2022 11/30/2022		Employee Automobile Allowance	N
5050	Tufte/Blaine		15.63	1 Transactions			
111	DEPT Total:		60.94	Facilites Mtce	3 Vendors	3 Transactions	
252	DEPT			Corrections			
7040	AMC/MACA 01-252-000-0000-6245		400.00	2022 AMC Conference-T Jensen 12/05/2022 12/07/2022		Registration Fees	N
7040	AMC/MACA		400.00	1 Transactions			
252	DEPT Total:		400.00	Corrections	1 Vendors	1 Transactions	
441	DEPT			Public Health			
7040	AMC/MACA 01-441-000-0000-6447		400.00	2022 AMC Conference-J Erickson 12/05/2022 12/07/2022		LPHA Grant Expenses	N
7040	AMC/MACA		400.00	1 Transactions			
20082	Boyum/ Carrie 01-441-000-0000-6054		16.25	ICA2 Mileage 11/2022 11/01/2022 11/30/2022		Immunization Cooperative Agreement (2)	N
20082	Boyum/ Carrie		16.25	1 Transactions			
4637	Erickson/Jessica 01-441-000-0000-6447		31.25	LPH Aug Mileage 11/2022 11/22/2022 11/22/2022		LPHA Grant Expenses	N
4637	Erickson/Jessica		31.25	1 Transactions			
82132	Fillmore Co Journal 01-441-000-0000-6054		33.20	COVID & Flu Advertisement	145302	Immunization Cooperative Agreement (2)	N

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
82132	Fillmore Co Journal		33.20	11/14/2022 11/14/2022	1 Transactions		
25077	Olmsted Co Community Services 01-441-000-0000-6437		300.00	C&TC Media Fee 11/15/2022	CSFI-143802 12/14/2022	CTC Expenses	N
25077	Olmsted Co Community Services		300.00		1 Transactions		
6884	Rodger/Aimee 01-441-000-0000-6054		17.50	ICA2 Mileage 11/2022 11/01/2022	11/30/2022	Immunization Cooperative Agreement (2)	N
	01-441-000-0000-6445		122.49	TANF Mileage 11/2022 11/01/2022	11/30/2022	TANF Expenses	N
6884	Rodger/Aimee		139.99		2 Transactions		
441	DEPT Total:		920.69	Public Health	6 Vendors	7 Transactions	
442	DEPT			Wic Program			
6884	Rodger/Aimee 01-442-000-0000-6335		6.88	WIC Mileage 11/2022 11/01/2022	11/30/2022	Employee Automobile Allowance	N
6884	Rodger/Aimee		6.88		1 Transactions		
442	DEPT Total:		6.88	Wic Program	1 Vendors	1 Transactions	
443	DEPT			Nursing Service			
20082	Boyum/ Carrie 01-443-000-0000-6335		5.00	H&V Mileage 11/2022 11/01/2022	11/30/2022	Employee Automobile Allowance	N
20082	Boyum/ Carrie		5.00		1 Transactions		
6766	Hall/Sarah J 01-443-000-0000-6335		68.13	Nursing Mileage 11/2022 11/01/2022	11/30/2022	Employee Automobile Allowance	N
6766	Hall/Sarah J		68.13		1 Transactions		
6186	Johnson/Breanna 01-443-000-0000-6335		12.50	Nursing Mileage 11/2022		Employee Automobile Allowance	N

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
6186	Johnson/Breanna		12.50	11/01/2022 11/30/2022 1 Transactions			
4752	Logsdon/Linda 01-443-000-0000-6335		502.50	Nursing Mileage 11/2022 11/01/2022 11/30/2022 1 Transactions		Employee Automobile Allowance	N
4752	Logsdon/Linda		502.50				
3315	Melver/Paula J 01-443-000-0000-6335		102.50	Nursing Mileage 10/2022 10/01/2022 10/31/2022		Employee Automobile Allowance	N
	01-443-000-0000-6335		82.50	Nursing Mileage 11/2022 11/01/2022 11/30/2022 2 Transactions		Employee Automobile Allowance	N
3315	Melver/Paula J		185.00				
86085	Semcac Transportation 01-443-000-0000-6433		45.00	Client 7978 Semcac Trans. 08/01/2022 08/01/2022	3777	Waiver Reimbursables	N
	01-443-000-0000-6433		83.75	Client 7978 Semcac Trans. 09/01/2022 09/30/2022 2 Transactions	3778	Waiver Reimbursables	N
86085	Semcac Transportation		128.75				
7141	Simonson/Ashley 01-443-000-0000-6335		123.75	Nursing Mileage 11/2022 11/01/2022 11/30/2022 1 Transactions		Employee Automobile Allowance	N
7141	Simonson/Ashley		123.75				
20232	Small Town Home Care LLC 01-443-000-0000-6433		161.28	Client 2448 Chores 11/01/2022 11/22/2022	1123	Waiver Reimbursables	N
	01-443-000-0000-6433		80.64	Client 8015 Chores 11/07/2022 12/28/2022	1127	Waiver Reimbursables	N
	01-443-000-0000-6433		100.80	Client 5665 Chores 11/01/2022 11/23/2022	1131	Waiver Reimbursables	N
	01-443-000-0000-6433		147.52	Client 5829 chores/errands 11/01/2022 11/22/2022	1139	Waiver Reimbursables	N
	01-443-000-0000-6433		80.64	Client 716 Chores 11/10/2022 12/17/2022	1140	Waiver Reimbursables	N

*** Fillmore County ***



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

Vendor No.	Name	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
				Service Dates	Paid On Bhf #	On Behalf of Name	
20232	Small Town Home Care LLC		570.88		5 Transactions		
443	DEPT Total:		1,596.51	Nursing Service	8 Vendors	14 Transactions	
446	DEPT			Mch Program			
20082	Boyum/ Carrie						
	01-446-000-0000-6257		68.75	EBFHV/HFA Mileage 11/2022		EBHV Expense	N
				11/01/2022 11/30/2022			
	01-446-000-0000-6335		16.88	MCH Mileage 11/2022		Employee Automobile Allowance	N
				11/01/2022 11/30/2022			
20082	Boyum/ Carrie		85.63		2 Transactions		
6884	Rodger/Aimee						
	01-446-000-0000-6257		64.38	EBFH/HFA Mileage 11/2022		EBHV Expense	N
				11/01/2022 11/30/2022			
	01-446-000-0000-6335		100.00	MCH Mileage 11/2022		Employee Automobile Allowance	N
				11/01/2022 11/30/2022			
6884	Rodger/Aimee		164.38		2 Transactions		
446	DEPT Total:		250.01	Mch Program	2 Vendors	4 Transactions	
1	Fund Total:		6,981.24	County Revenue Fund		44 Transactions	

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*** Fillmore County ***



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

12 INFRA FUND

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
111	DEPT 7277 Pump and Meter Service 12-111-000-0000-6625		10,329.60	Facilites Mtce County fuel system-Hwy 11/30/2022 11/30/2022	1121342-1J	Building Improvement	N
	7277 Pump and Meter Service		10,329.60	1 Transactions			
111	DEPT Total:		10,329.60	Facilites Mtce	1 Vendors	1 Transactions	
12	Fund Total:		10,329.60	INFRA FUND		1 Transactions	

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
310	DEPT			Highway Maintenance			
5508	Brand/Dale 13-310-000-0000-6466		185.00	12/10 safety boots		Safety Materials	N
5508	Brand/Dale		185.00	1 Transactions			
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505		2,334.17	9/21 rock	261824	Aggregate	N
	13-310-000-0000-6505		123.78	11/16 rock	268965	Aggregate	N
	13-310-000-0000-6505		130.67	11/22 rock	269813	Aggregate	N
	13-310-000-0000-6505		1,930.69	11/30 rock	270536	Aggregate	N
1891	Bruening Rock Products, Inc.		4,519.31	4 Transactions			
20077	Chiglo/Kyle 13-310-000-0000-6466		200.00	12/10 safety boots		Safety Materials	N
20077	Chiglo/Kyle		200.00	1 Transactions			
9273	Crawford/Jim 13-310-000-0000-6466		172.46	12/10 safety boots		Safety Materials	N
9273	Crawford/Jim		172.46	1 Transactions			
83550	Kelly Printing & Signs LLC 13-310-000-0000-6515		142.20	12/13 sign supplies	229372	Traffic Signs	N
83550	Kelly Printing & Signs LLC		142.20	1 Transactions			
5471	Precise MRM LLC 13-310-000-0000-6580		75.00	10/31 truck data plans	200-1039528	Other Repair And Maintenance Supplies	N
	13-310-000-0000-6580		100.00	11/30 truck data plans	200-1040045	Other Repair And Maintenance Supplies	N
5471	Precise MRM LLC		175.00	2 Transactions			
5988	Preston Auto Parts 13-310-000-0000-6515		27.97	12/2 sign supplies	738316	Traffic Signs	N
5988	Preston Auto Parts		27.97	1 Transactions			
5833	Spring Valley Ace Hardware 13-310-000-0000-6580		8.00	11/23 supplies	51929	Other Repair And Maintenance Supplies	N
	13-310-000-0000-6580		39.42	12/8 supplies	54816	Other Repair And Maintenance Supplies	N
5833	Spring Valley Ace Hardware		47.42	2 Transactions			

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
310	DEPT Total:				5,469.36	Highway Maintenance		8 Vendors		13 Transactions		
320	DEPT					Highway Construction						
111	Fillmore Co Treasurer- Credit Card/ACH											
	13-320-000-0000-6245				188.27	12/14 lodging				Registration Fees		N
	13-320-000-0000-6501				24.79	12/14 supplies				Engineering And Surveying Supplies		N
111	Fillmore Co Treasurer- Credit Card/ACH				213.06			2 Transactions				
324	Rochester Sand & Gravel Inc											
	13-320-000-0000-6343				44,969.36	630-006 R/C Final	12/23/2022			Regular Construction Contracts		N
	13-320-000-0000-6343				30,157.68	639-003 R/C Final	12/23/2022			Regular Construction Contracts		N
	13-320-000-0000-6343				44,827.91	603-005 R/C Final	12/23/2022			Regular Construction Contracts		N
	13-320-000-0000-6358				25,320.98	600-006 Fnl St Park	12/23/2022			State Park Road Construction		N
324	Rochester Sand & Gravel Inc				145,275.93			4 Transactions				
5833	Spring Valley Ace Hardware											
	13-320-000-0000-6501				41.13	10/10 supplies		43457		Engineering And Surveying Supplies		N
	13-320-000-0000-6501				3.40	10/11 supplies		43607		Engineering And Surveying Supplies		N
5833	Spring Valley Ace Hardware				37.73			2 Transactions				
347	State Of Mn											
	13-320-000-0000-6377				1,641.79	11/14 material testing		P00016346		Fees And Service Charges		N
347	State Of Mn				1,641.79			1 Transactions				
320	DEPT Total:				147,168.51	Highway Construction		4 Vendors		9 Transactions		
330	DEPT					Equipment Maintenance Shops						
4381	Brock White Company LLC											
	13-330-000-0000-6317				89.52	11/23 bldg maint		15752320		Building Maintenance		N
4381	Brock White Company LLC				89.52			1 Transactions				
8165	Dave Syverson Freightliner											
	13-330-000-0000-6575				24.86	12/1 parts		405173		Machinery Parts		N
	13-330-000-0000-6575				22.21	12/5 parts		405373		Machinery Parts		N

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
8165	Dave Syverson Freightliner		47.07		2 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH 13-330-000-0000-6317		305.91	12/14 bldg maint		Building Maintenance	N
111	Fillmore Co Treasurer- Credit Card/ACH		305.91		1 Transactions		
4529	Grainger 13-330-000-0000-6317		181.00	12/5 bldg maint	9532789642	Building Maintenance	N
4529	Grainger		181.00		1 Transactions		
155	Hammell Equipment Inc 13-330-000-0000-6561		164.45	11/3 additive	1152774	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6561		131.56	11/10 additive	1152981	Gasoline Diesel And Other Fuels	N
	13-330-000-0000-6565		260.00	11/30 hydraulic oil	1153503	Motor Oil And Lubricants	N
155	Hammell Equipment Inc		556.01		3 Transactions		
7100	North Central International 13-330-000-0000-6575		278.11	12/5 parts	x224007113	Machinery Parts	N
7100	North Central International		278.11		1 Transactions		
5988	Preston Auto Parts 13-330-000-0000-6575		122.83	12/2 parts	738401	Machinery Parts	N
5988	Preston Auto Parts		122.83		1 Transactions		
303	Preston Equipment Company 13-330-000-0000-6575		119.00	9/29 labor	01-134259	Machinery Parts	N
	13-330-000-0000-6575		2.98	9/29 parts	01-134259	Machinery Parts	N
303	Preston Equipment Company		121.98		2 Transactions		
4136	Preston Service Plus 13-330-000-0000-6575		737.80	11/9 labor	19509	Machinery Parts	N
	13-330-000-0000-6575		197.00	11/9 parts	19509	Machinery Parts	N
4136	Preston Service Plus		934.80		2 Transactions		
5753	RDO Equipment Co 13-330-000-0000-6575		803.69	12/7 parts	3835002	Machinery Parts	N
	13-330-000-0000-6575		317.17	11/2 parts	P1357004	Machinery Parts	N
	13-330-000-0000-6575		54.19	11/10 parts	P2400902	Machinery Parts	N
	13-330-000-0000-6575		1,554.22	11/29 parts	P2460002	Machinery Parts	N

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
	13-330-000-0000-6576			11.45	11/29 supplies	P2460702	Shop Supplies & Tools	N
	13-330-000-0000-6575			150.92	12/7 parts	P2491902	Machinery Parts	N
	13-330-000-0000-6575			721.43	12/7 parts	P2492002	Machinery Parts	N
5753	RDO Equipment Co			3,613.07	7 Transactions			
5833	Spring Valley Ace Hardware							
	13-330-000-0000-6317			24.17	10/7 bldg maint	42854	Building Maintenance	N
5833	Spring Valley Ace Hardware			24.17	1 Transactions			
3242	Titan Machinery Inc.							
	13-330-000-0000-6575			106.50	11/22 parts	17818351	Machinery Parts	N
3242	Titan Machinery Inc.			106.50	1 Transactions			
450	Zep Sales & Service							
	13-330-000-0000-6576			280.02	11/23 supplies	8044029	Shop Supplies & Tools	N
450	Zep Sales & Service			280.02	1 Transactions			
451	Ziegler Inc							
	13-330-000-0000-6565			190.03	11/3 hydraulic oil	758952	Motor Oil And Lubricants	N
	13-330-000-0000-6575			82.66	11/4 parts	760865	Machinery Parts	N
451	Ziegler Inc			272.69	2 Transactions			
330	DEPT Total:			6,933.68	Equipment Maintenance Shops	14 Vendors	26 Transactions	
340	DEPT				Local Option Sales Tax			
	324 Rochester Sand & Gravel Inc							
	13-340-000-0000-6614			4,942.28	LOST 117P-1 Final		Local Sales Tax Road Improvements	N
					12/23/2022	12/23/2022		
	324 Rochester Sand & Gravel Inc			4,942.28	1 Transactions			
340	DEPT Total:			4,942.28	Local Option Sales Tax	1 Vendors	1 Transactions	
13	Fund Total:			164,513.83	County Road & Bridge		49 Transactions	

*** Fillmore County ***



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

14 Sanitation Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
390	DEPT			Resource Recovery Center			
	106 Fillmore Co Treasurer						
	14-390-000-0000-6561		430.65	October Loader fuel-Semi Fuel		Gasoline Diesel And Other Fuels	N
				10/01/2022 10/31/2022			
	106 Fillmore Co Treasurer		430.65	1 Transactions			
390	DEPT Total:		430.65	Resource Recovery Center	1 Vendors	1 Transactions	
391	DEPT			Score Grant Program			
	8757 OSI Environmental, Inc						
	14-391-000-0000-6861		75.00	Used Oil Collection Service	2099747	Recycling Operation Expense	N
				07/21/2022 07/21/2022			
	8757 OSI Environmental, Inc		75.00	1 Transactions			
	6351 Southern Minnesota Recycling						
	14-391-000-0000-6861		435.00	Appliance disposal	Alter Metal	Recycling Operation Expense	N
				11/04/2022 11/23/2022			
	6351 Southern Minnesota Recycling		435.00	1 Transactions			
391	DEPT Total:		510.00	Score Grant Program	2 Vendors	2 Transactions	
14	Fund Total:		940.65	Sanitation Fund		3 Transactions	

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 23 County Airport Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
350	DEPT			County Airport			
5833	Spring Valley Ace Hardware 23-350-000-0000-6377		44.82	T Hangar spare keys 11/17/2022 11/17/2022		Fees And Service Charges	N
	23-350-000-0000-6378		10.99	Papi adjustment tool 11/02/2022 11/02/2022		Airside Expenses	N
5833	Spring Valley Ace Hardware		55.81	2 Transactions			
350	DEPT Total:		55.81	County Airport	1 Vendors	2 Transactions	
23	Fund Total:		55.81	County Airport Fund		2 Transactions	

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*** Fillmore County ***



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

83 Prepaid Tax Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
883	DEPT			Prepaid Taxes			
82133	Fillmore Co Auditor-Treasurer 83-883-000-0000-6804		1,745.57	Valerie McCook 2022 COJ Pmt 01/14/2022 10/12/2022	26.0101.000	COJ Payment Posting	N
82133	Fillmore Co Auditor-Treasurer		1,745.57	1 Transactions			
883	DEPT Total:		1,745.57	Prepaid Taxes	1 Vendors	1 Transactions	
83	Fund Total:		1,745.57	Prepaid Tax Fund		1 Transactions	
	Final Total:		184,566.70	63 Vendors	100 Transactions		

*** Fillmore County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	6,981.24	County Revenue Fund
12	10,329.60	INFRA FUND
13	164,513.83	County Road & Bridge
14	940.65	Sanitation Fund
23	55.81	County Airport Fund
83	1,745.57	Prepaid Tax Fund
All Funds	184,566.70	Total

Approved by,

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12/15/22 8:43AM
1 County Revenue Fund

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
111	DEPT 6094			Facilites Mtce			
	MN Energy Resources Corporation						
	01-111-000-0000-6255		2,352.06	Nat Gas Court,FCOB,Generators 10/24/2022 11/28/2022	4384517567	Gas	N
	6094 MN Energy Resources Corporation		2,352.06	1 Transactions			
111	DEPT Total:		2,352.06	Facilites Mtce	1 Vendors	1 Transactions	
149	DEPT 20139			Other General Government			
	Marco-copiers						
	01-149-000-0000-6288		1,708.65	Dec 2022 Copiers/Printers 12/01/2022 12/31/2022	32943921	Copy Machine - Lease	N
	20139 Marco-copiers		1,708.65	1 Transactions			
149	DEPT Total:		1,708.65	Other General Government	1 Vendors	1 Transactions	
441	DEPT 20123			Public Health			
	Verizon Communications Inc						
	01-441-000-0000-6447		57.75	LPH Cell 11/03/2022 12/02/2022	9921984615	LPHA Grant Expenses	N
	01-441-000-0000-6448		40.47	SHIP Cell 11/03/2022 12/02/2022	9921984615	Ship Grant Expenses	N
	20123 Verizon Communications Inc		98.22	2 Transactions			
441	DEPT Total:		98.22	Public Health	1 Vendors	2 Transactions	
442	DEPT 20123			Wic Program			
	Verizon Communications Inc						
	01-442-000-0000-6424		40.47	WIC Peer BF Cell 11/03/2022 12/02/2022	9921984615	WIC-Peer Breastfeeding Support Grant	N
	20123 Verizon Communications Inc		40.47	1 Transactions			
442	DEPT Total:		40.47	Wic Program	1 Vendors	1 Transactions	
1	Fund Total:		4,199.40	County Revenue Fund		5 Transactions	

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 13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
300	DEPT			Highway Administration			
5536	MiEnergy Cooperative 13-300-000-0000-6306		52.89	12/6 electricity	302875008	Radio Tower Repair & Services	N
5536	MiEnergy Cooperative		52.89	1 Transactions			
300	DEPT Total:		52.89	Highway Administration	1 Vendors	1 Transactions	
310	DEPT			Highway Maintenance			
5536	MiEnergy Cooperative 13-310-000-0000-6251		42.00	12/6 electricity	302875011	Electricity	N
5536	MiEnergy Cooperative		42.00	1 Transactions			
310	DEPT Total:		42.00	Highway Maintenance	1 Vendors	1 Transactions	
330	DEPT			Equipment Maintenance Shops			
197	Kruegel's Inc 13-330-000-0000-6255		590.31	12/8 propane	67860	Gas	N
197	Kruegel's Inc		590.31	1 Transactions			
5536	MiEnergy Cooperative 13-330-000-0000-6251		177.62	12/6 electricity	302875012	Electricity	N
	13-330-000-0000-6251		29.75	12/6 electricity	302875013	Electricity	N
	13-330-000-0000-6251		50.00	12/6 electricity	333377001	Electricity	N
	13-330-000-0000-6251		127.68	12/6 electricity	333377002	Electricity	N
5536	MiEnergy Cooperative		385.05	4 Transactions			
330	DEPT Total:		975.36	Equipment Maintenance Shops	2 Vendors	5 Transactions	
13	Fund Total:		1,070.25	County Road & Bridge		7 Transactions	

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
350	DEPT			County Airport			
5536	MiEnergy Cooperative						
	23-350-000-0000-6251		366.44	Electricity 11/1-12/1/2022 11/01/2022 12/01/2022	327504001	Electricity	N
	23-350-000-0000-6251		53.10	Electricity 11/1-12/1/2022 11/01/2022 12/01/2022	327504002	Electricity	N
	23-350-000-0000-6251		134.60	L10 Elect. 11/1-12/1/2022 11/01/2022 12/01/2022	327504003	Electricity	N
	23-350-000-0000-6251		67.25	L1 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504003	Electricity	N
	23-350-000-0000-6251		53.69	L1 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504004	Electricity	N
	23-350-000-0000-6251		53.69	L3 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504005	Electricity	N
	23-350-000-0000-6251		53.69	L4 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504006	Electricity	N
	23-350-000-0000-6251		53.69	L5 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504007	Electricity	N
	23-350-000-0000-6251		53.69	L5 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504008	Electricity	N
	23-350-000-0000-6251		53.69	L7 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504009	Electricity	N
	23-350-000-0000-6251		53.69	L8 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504010	Electricity	N
	23-350-000-0000-6251		53.69	L9 Elect 11/1-12/1/2022 11/01/2022 12/01/2022	327504011	Electricity	N
	5536 MiEnergy Cooperative		1,050.91	12 Transactions			
350	DEPT Total:		1,050.91	County Airport	1 Vendors		12 Transactions
23	Fund Total:		1,050.91	County Airport Fund			12 Transactions

bharmening
 12/15/22 8:43AM
 73 Greenleafon Septic Project

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			Greenleafon Maintenance Expense			
5536	MiEnergy Cooperative						
	73-611-000-0000-6251		75.68	Elect - GL WW Treatment Plant 11/01/2022 12/01/2022	302875001	Electricity	N
	73-611-000-0000-6251		53.75	Elect - GL WW Plant Grinder 11/01/2022 12/01/2022	302875002	Electricity	N
	5536 MiEnergy Cooperative		129.43	2 Transactions			
611	DEPT Total:		129.43	Greenleafon Maintenance Expense	1 Vendors	2 Transactions	
73	Fund Total:		129.43	Greenleafon Septic Project		2 Transactions	

bharmening
 12/15/22 8:43AM
 76 Trust And Agency Fund

*** Fillmore County ***



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
0	DEPT			...			
110	Fillmore Co Treasurer 76-000-000-0000-2006		1,951.00	RRC Sales & Use Tax 11/01/2022 11/30/2022		Commercial Sw Mgmt Tax	N
	76-000-000-0000-2007		166.00	041,101,602 Sales & Use Tax 11/01/2022 11/30/2022		Sales Tax Collected	N
110	Fillmore Co Treasurer		2,117.00	2 Transactions			
0	DEPT Total:		2,117.00	...	1 Vendors	2 Transactions	
300	DEPT			Highway Administration			
110	Fillmore Co Treasurer 76-300-000-0000-2007		21.00	R&B Sales & Use Tax 11/01/2022 11/30/2022		Sales Tax Collected	N
110	Fillmore Co Treasurer		21.00	1 Transactions			
300	DEPT Total:		21.00	Highway Administration	1 Vendors	1 Transactions	
76	Fund Total:		2,138.00	Trust And Agency Fund		3 Transactions	

bharmening
12/15/22 8:43AM

*** Fillmore County ***



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

87 State Revenue And School F

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT		...			
110	Fillmore Co Treasurer					
	87-000-000-0000-2470		27,399.50	November 2022 MRT 11/01/2022 11/30/2022	Mortgage Reg Tax-State	N
	87-000-000-0000-2471		26,135.85	November 2022 Deed Tax 11/01/2022 11/30/2022	State Deed Tax-State	N
	110 Fillmore Co Treasurer		53,535.35	2 Transactions		
0	DEPT Total:		53,535.35	...	1 Vendors	2 Transactions
87	Fund Total:		53,535.35	State Revenue And School Fund		2 Transactions
	Final Total:		62,123.34	13 Vendors	31 Transactions	

*** Fillmore County ***

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	4,199.40	County Revenue Fund
13	1,070.25	County Road & Bridge
23	1,050.91	County Airport Fund
73	129.43	Greenleafon Septic Project
76	2,138.00	Trust And Agency Fund
87	53,535.35	State Revenue And School Fund
All Funds	62,123.34	Total

Approved by,

.....

.....

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/20/2022

Amount of time requested (minutes):

20

Dept.: Sheriff's Office

Prepared By: John DeGeorge

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

Consent Agenda:

Documentation
(Yes/No):

Regular Agenda:

Documentation
(Yes/No)

Request to purchase Resilite Training Mats
for Use of Force/Defensive Tactics Training
using funds from 2022 Law Enforcement Supplies
Line item.

Yes, attached

Sheriff and Chief Deputy 2023 Salary Request

Yes, attached

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

FAMILY-OWNED. AMERICAN-MADE.
SINCE 1959



 **RESILITE**
The Mat Company

LIGHTWEIGHT MAT RLW758

Resilite LiteWeight Mats combine the most versatility with the greatest performance available.



UNMATCHED FINISH

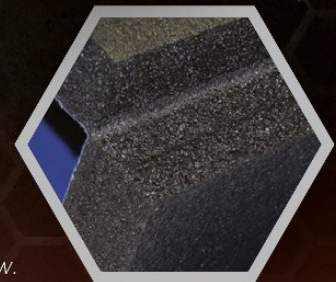
*Hot-sprayed with our exclusive poly-vinyl coating, the same vinyl coating as our Classic Mat.
Bright and durable surface with outstanding performance.
Available in 16 standard Resilite vinyl-coating colors.*

SUPERIOR PROTECTION

Exceeds The ASTM 355 Impact Standards!

MAXIMUM PORTABILITY

*Lightweight sections with flexible tambour-cut slits allow for easy handling.
Ideal for quick set-ups and take-downs.
Made from closed-cell 2.2 pound density polyethylene foam.*



ANTIMICROBIAL PROTECTION

Helps protect the mat surface from bacteria, mold, and mildew.



THE OFFICIAL MAT SUPPLIER TO THE SOUTHERN CONFERENCE CHAMPIONSHIPS



The Mat Company

www.resilite.com | 1.800.843.6287

IMPORTANT PURCHASING INFORMATION

For Your Resilite Liteweight Mat Quote

1) PURCHASE ORDERS/PRE-PAYMENT REQUIRED



A. NOTE: All Purchase Orders or Pre-Payment should be made to:
RESILITE SPORTS PRODUCTS, INC.
200 Point Township Drive
Northumberland, PA 17857-8701
ATTN: ORDER ENTRY



B. This quote is based upon the information that was provided at the time of the quote date and is subject to change based on verification of final measurements and/or additional details.

1) Order Acknowledgment: Once Resilite receives a Purchase Order or Payment, an Order Acknowledgment will be emailed. Orders will be placed on **HOLD** and production will not be scheduled or released until the signed Order Acknowledgment is received by Resilite.

2) CURING & MAT SHRINKAGE: PLAN ACCORDINGLY



A. MAT SIZE/SHRINKAGE: All foam wrestling mats are subject to expansion and contraction due to environmental and physical conditions. Liteweight Mats **WILL NOT SHRINK**, however they are subject to minimal size variances of less than 1%. Resilite guarantees that our mats will be manufactured to be within a (+/-) 1% tolerance of the overall mat size ordered.

3) SHIPPING/DELIVERY



A. FREIGHT/SHIPPING COST: Shipping on this quote **DOES NOT** include Inside Delivery or any other Special Services unless specifically noted on the quote.

1) Handling & Assistance: The truck driver is **ONLY** responsible to assist in off-loading the mat and/or packages. You will need to provide additional assistance and help to transport the mat sections or packages into the building.

FAMILY-OWNED. AMERICAN-MADE.

 **RESILITE**
The Mat Company

www.resilite.com | 1.800.843.6287

Spencer Yohe
 200 Point Township Dr
 Northumberland, PA 17857
 United States

T: 1-800-843-6287

Quote #	40060 v6
Date	12-15-2022
Price Firm For 14-Days	12-19-2022
Contact	Spencer Yohe

Prepared for

Fillmore County Sherrif's Office
 Logan Brand
 901 Houston St NW
 Preston, MN 55965
 United States

T: 507459-2726
 E: lbrand@co.fillmore.mn.us


Ship to

Fillmore County Sherrif's Office
 Logan Brand
 901 Houston St NW
 Preston, MN 55965
 United States


T: 507459-2726
 E: lbrand@co.fillmore.mn.us

ACCEPT QUOTE

LiteWeight Mat

Type	Item	Qty	Price	Total
Product	LOGOS & ARTWORK	1	\$550.00	\$550.00
	Note: There will be a \$250 set-up fee for logos and supplied Art-Work that are not of good quality and must be redrawn.			
	Code: ART.			
				
	<u>Custom Size Logo: Custom Size Logo 6'</u>			
			One-Time Subtotal	\$550.00

Liteweight Mat

Type	Item	Qty	Price	Total
Product	LiteWeight Mat	684	\$5.15	\$3,522.60
	1-5/8" Thick / Includes: Transporting Bags, Straps, and 3-year Warranty			
	Storage Bags are Available at an Additional Cost!			
	*Microban included with all painted mats Over 900 Square Feet.			
	Code: RLW			
				
	<u>Standard Size Mat: 6' Wide-Custom Size Liteweight Section (Price Per Square Foot) (RLW758)</u>			
			One-Time Subtotal	\$3,522.60

Summary


One-Time Subtotal	\$4,072.60
Shipping and Handling	\$621.00
Total One-Time	\$4,693.60 USD

ACCEPT QUOTE

Cost Breakdown

Type	One-Time Fees
Product	\$4,072.60
Shipping and Handling	\$621.00
Total	\$4,693.60 USD

'PLEASE SEE LAYOUT BELOW'

 [Dare_to_Compare_.pdf](#) (307 KB)

Layout Information:: Option #5: 3 Equal Lite Weight Sections, 6' X 38' each. Brown in color. Printed 6' Logo. Taped Mat.

Shipping Destination:: Commercial/Business

Current Lead Time

With the current global supply chain issues and demand, Resilite is anticipating an 18-24 week lead time on most products.

Resilite Shipping

Resilite Shipping is Curbside Delivery

Possible Size Variance - Plan Accordingly

All foam mats are subject to expansion and contraction due to environmental and physical conditions. Because of the physical properties of the foam used, LiteWeight Mats WILL NOT SHRINK, however they are subject to minimal size variances of less than 1%. Resilite guarantees that our mats will be manufactured to be within a +/- 1% tolerance of the overall mat size ordered.

LiteWeight Mat Warranty

3-Year Limited Warranty on New LiteWeight Vinyl-Coated Mats

Contact us or reference the Care and Handling Instructions booklet for more information.

**** PLEASE NOTE: This Quote is a firm estimate based on the information and**

specifications that were provided at the time of this quote.

IMPORTANT: All Resilite Mats are custom manufactured for each order. Since these are customized products in size, color and markings; Resilite requires that any private entity or organization must submit pre-payment BEFORE the order will be started. Pre-payment terms may be worked out and agreed upon prior to placing the order. If pre-payment terms are agreed upon, the initial deposit amount will be considered approval to begin production and will be deemed NON-REFUNDABLE, if the order is canceled or not paid in full. However, All pre-payment terms will include payment in full (100% of the total order including delivery) BEFORE the mats will be shipped or delivered. Resilite will not produce or fulfill orders that have not been paid in Full.

Once Resilite receives an approved School Purchase Order or Private Entity Pre-payment, an Order Acknowledgement will be emailed to you. Orders will be placed on HOLD and Production will not begin until a signed Order Acknowledgement is received at Resilite. All payments should be made payable to Resilite Sports Products, Inc.

Mail to Resilite Sports Products, Inc. Resilite Sports Products / 200 Point Township Drive / Northumberland PA 17857

2023 Sheriff and Chief Deputy Salary Request

As we have done in previous years, in order to simplify the process of setting salaries for the Sheriff and Chief Deputy, I would like to request that both salaries be discussed and set for 2023 at the same meeting. I would also ask that when the county board reviews the goals and accomplishments listed below, they consider those to reflect on both the Sheriff, and the Chief Deputy. None of the items listed would be possible to accomplish without significant involvement of both individuals. I have included in this packet a list of some of our accomplishments from the past year, and the goals set forth for calendar year 2023.

Accomplishments for calendar year 2022:

- We have continued the process of planning a solution to the outdated jail. We have worked with the county committee including commissioners, county attorney, county administration, and the architects and construction managers to constantly evaluate, question, find answers, and provide information towards a solution.
- We have continued to maintain our full staffing levels, and have provided leadership training to our licensed staff. In 2022, 4 Sheriff's Office staff, including Sheriff DeGeorge, completed all 4 phases of ICLD Leadership training, which includes 47 college level courses, and 183 hours of training. This training was completed at no additional cost to the county through our ICLD membership, and was done at no additional personnel or wage costs.
- We started an FCSO recruitment program intended for high school students in Fillmore County. We began presenting our program in 2022 with great feedback and interest. We know that our deputies, dispatchers and jailers all come from our area, most born and raised in Fillmore County. We know that if we can garner interest from our local high school students in this line of work, most of them will gravitate back to apply in Fillmore County. This is a long-term strategy intended to benefit our office for years to come through effective recruitment.
- We have continued to manage the Fillmore County Sheriff's Office budget responsibly. We submit a well-planned, thought out, and conservative budget before the new year starts, and work hard to operate within the budget for the fiscal year.
- In 2022, HSEM opened the in-person trainings required for the Emergency Manager Certificate after cancelling the trainings early in 2020 due to COVID-19. I attended many hours of training throughout 2022 and completed all of the required trainings and earned my HSEM Emergency Manager's Certificate.

Goals for calendar year 2022:

- Continue to work collaboratively with county working groups, the county board, and architect and construction manager staff towards an effective and reasonable solution to our jail. We hope to have a responsible plan ready and in front of the county board in early 2022.
- We will continue our FCSO recruitment program at area high schools. We will continue to work to recruit good employees to join our office through our personal relationships and professional working environment.
- We are changing our Police Use of Force Training program in 2022 after many decades of using essentially the same training. The training program that we have historically used is out dated and largely ineffective for many officers. Across the country these programs have left officers unprepared for physical altercations with fully resistant suspects, often times leading to officers making poor decisions in use of force situations. Our new program is grappling based, and is centered around controlling a suspect without the dynamic, complicated and often times injury causing techniques that were previously taught. Our old training program required us to train less often, our new program will have us training multiple times throughout the year, enabling us become more proficient and confident in our use of force protocol.

I have included two additional attachments to this request that contain the 2022 salaries of all Sheriffs and Chief Deputies from within the David Drown and Associates comparison group.

The average Chief Deputy salary for 2021 was 106,963.44.

The estimated average 2022 Chief Deputy salary with a 3% COLA would be 110,172.
(It's important to note that some of the Chief Deputies above also receive overtime for extra hours worked. Our Chief Deputy does not receive overtime for extra hours worked.)

I am respectfully requesting that the Chief Deputy Salary for 2022 be set at 95% of the estimated average, which is 104,663.

The average Sheriff salary for 2022 was 126,053.

The estimated average 2023 Sheriff salary with a 3% COLA would be 129,834.59.

I am respectfully requesting that the Sheriff salary for 2022 be set at 95% of the estimated average, which is 123,342.

Thank you for your consideration,

Sheriff John DeGeorge



BRETT A. CORSON FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist



Marla J. Stanton

Assistant Fillmore County Attorney

Melissa Hammell

Assistant Fillmore County Attorney

2022 Significant Accomplishments

1. Continued Septic Case Litigation:
 - a. Prevailed at the District Court Level, Case on Appeal
 - b. Many other non-compliant and failing systems have been replaced
2. Guilty verdicts in important criminal cases:
 - a. Multiple third degree murder cases, criminal sexual conduct, drug, and assault cases.
3. Appeals written and/or pending written by our office:
 - a. Amish Septic case, Termination of Parental Rights, Tax Appeals
4. Review of Multiple Search Warrants, Corner house Interviews (Interview process for child victims), Adult Protection/Child Protection/Truancy planning, and Pre-charging planning
5. Veteran's Treatment Court
6. Cost Effective Child Support Collections
7. Continued modernization/integration of MCAAPS, LETG, MNCIS, ODYSSEY, MGA, E-Filing, E-Charging
8. Truancy and Juvenile Diversion Programs
9. Contract Reviews
10. Zoning Cases – Nuisance, Septic, Compliance
11. Fillmore County Community Corrections, Social Services, and other Department Communication
12. Election law issues with voter eligibility, voting information, etc.

FILLMORE COUNTY JUSTICE LEAGUE



DARE



Define, Assess, Respond, Evaluate



Fillmore County Attorney's Office
101 Fillmore Street, P.O. Box 307, Preston, MN 55965
Telephone: (507) 765-2530 Fax: (507) 765-4543



BRETT A. CORSON FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist



Marla J. Stanton

Assistant Fillmore County Attorney

Melissa Hammell

Assistant Fillmore County Attorney

December 12, 2022

Re: Elected Official Meeting and Salary Discussion

Members of the Fillmore County Board of Commissioners:

Thank you for the opportunity to meet and briefly discuss my legal experience, duties, and some of my accomplishments as Fillmore County Attorney. I am thankful for our great working relationship and look forward to continuing our productive partnership into the future.

The County Board is not given the task of evaluating my performance since I am a fellow elected official. Instead, it is the voters of Fillmore County who must evaluate my performance at the ballot box every four (4) years. However, I think it is helpful to review my duties as County Attorney, answer any questions you may have, and discuss some of the things we have accomplished this year.

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

As Fillmore County Attorney, I have 2.0 FTE Assistant County Attorneys and 2.0 FTE support staff with an annual budget of approximately \$600,000.00. The County Attorney is the chief legal officer for the County dealing with items ranging from criminal justice and public safety to zoning enforcement, child support collection, civil commitments, and child protection. One of the primary functions of the County Attorney is to serve as the chief prosecutor and to be the voice for public safety and those who have been victimized by crime. The prosecutorial duties of the County Attorney are enumerated in over eighty-eight (88) separate Minnesota statutes.

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



Fillmore County Attorney's Office
101 Fillmore Street, P.O. Box 307, Preston, MN 55965
Telephone: (507) 765-2530 Fax: (507) 765-4543

There are also approximately seventeen (17) Minnesota statutes that discuss the County Attorney's duty to provide legal advice in civil matters as well as legal reviews of specific issues. The County attorney has approximately twenty-one (21) statutory responsibilities for civil and criminal issues not involving litigation and many more statutory responsibilities regarding memberships in organizations, mandated reports and notices, and establishment of policies. The general duties and responsibilities of the County Attorney may be found in Minnesota Statutes Chapter 388.

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

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

1. Criminal Caseload: Felonies, Gross Misdemeanors, Misdemeanors, and Petty Misdemeanors
 - a. Homicides/Murders, Assaults, Criminal Sexual Conduct, Financial Crimes, Drug Cases, Criminal vehicular Operation/Homicide, DUIs, and Domestic Abuse
 - b. Prosecution for Cities of Mabel, Harmony, Canton, Fountain, Gambling Board, Department of Revenue, DNR, Secretary of State (elections), and other agencies
 - c. Appeals: Civil and Criminal Appeals: Nuisance case, Child in Need of Protection or Services, Criminal Cases, Amish Septic litigation
 - d. Rule 20 Evaluations
 - e. Omnibus Hearings
 - f. Restitution Hearings and Victim Rights
 - g. Pretrial Violations and Probation Violations
 - h. Expungement Proceedings
 - i. Forfeiture proceedings
 - j. Search warrants, strategy sessions, and pre-charging assistance to law enforcement
 - k. Veteran's Court
 - l. Corner house interviews
 - m. Animal Abuse-PETA
 - n. Restorative Justice
2. Juvenile Delinquency and Juvenile Offenders
 - a. Juvenile crimes includes all juveniles within the County
 - b. Diversion of some juvenile delinquency matters (requires coordination with Probation)
3. Truancy:
 - a. Pre-Truancy diversion program, coordinate with local schools and Social Services
 - b. Truancy Proceedings and follow up
4. Juvenile Protection, CHIPS, Termination of Parental Rights, Adoptions, Daycare certification and licensing
 - a. Juvenile protection meetings
 - b. Review maltreatment reports and appeals
5. Child Support Establishment, Contempt, Paternity, Modification
6. Civil Commitments, Sex Offender Commitments, Guardianships, Conservatorships

7. Zoning Enforcement, SSTS enforcement, Solar, Buffer Law issues, Noxious Weeds, Public nuisances, Clandestine Lab Cleanups
8. Contract Review, Drafting of Contracts, contract enforcement
9. Adult Protection
 - a. Nursing home cases, exploitation of vulnerable adults, guardianships, conservatorships
10. Election Issues
11. Technology Updates: MCAPS, MNCIS, LETG, E-Filing, E-charging
12. Policy review/Advice to Department Heads
 - a. Sheriff – Jail Study
 - b. Pretrial Program
 - c. Dosage
 - d. Veterans Court
 - e. Restorative Justice
 - f. DFO Task Force and Local DFO Meetings
 - g. Social Services, Recorder, Highway, EDA, Zoning, Solid Waste
 - h. Data Privacy and FOIA, Corner house Process and interviews, Body Cams, personnel, contracts, search warrants, conceal and carry, JPAs, Independent Contractors and Services
13. Advice to/Coordination with Other Agencies:
 - a. SWCD, Fair Board, DNR, VA, Airport, DFO/Community Corrections, Victim Services
14. Medical Assistance/Collection of Debts and Assets:
 - a. Review Trust/wills, collection process, probates
15. Meetings and conferences:
 - a. Department Head, DFO, MCAA, CJI, Clandestine Lab, Buffer, Law Library, etc.
16. Miscellaneous:
 - a. Fireworks, Firearm restoration claims, liquor licenses, easements, land issues, Community Outreach

Today is also an opportunity for us to discuss my salary for the coming year. In order to assist you in setting my salary, I believe that that the Coordinator's Office will provide you with a comparison of the salaries received by County Attorneys in our area. I believe the average salary last year for similarly sized counties in our general area was approximately \$128,000.00 to \$138,000.00. (This figure varies based on the counties included in the calculation) Consequently, I believe that my current salary of \$126,500.00 should be adjusted by at least 4.0 %. Therefore, I am requesting a salary of \$132,000.00 for 2023 based on my experience, legal duties, and responsibilities.



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

Brett A. Corson
Fillmore County Attorney
P.O. Box 466
Preston, MN 55965
(phone)507-765-2530
(FAX)507-765-2536
e-mail: bcorson@co.fillmore.mn.us

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/20/2022

Amount of time requested (minutes): 5 minutes

Dept.: Social Services

Prepared By: Wanda Berg

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

Consent Agenda:

Documentation
(Yes/No):

1. Consider the Minnesota Department of Human Services County Contract (2023)

Regular Agenda:

Documentation
(Yes/No):

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



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (“STATE”) and Fillmore County, an independent grantee, not an employee of the State of Minnesota, located at 902 Houston Street, Preston, MN 55965 (“COUNTY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the “Minnesota Comprehensive Adult Mental Health Act”), has authority to enter into contracts for the following services: has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
3. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated

in Attachment B is to be dispersed over two calendar years. In calendar year 2023, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.

4. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.
5. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred three thousand five hundred seventy-two dollars (\$103,572)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

3.2. Terms of payment

- a. Advance.** The COUNTY will receive one initial payment **twelve thousand nine hundred forty-seven dollars (\$12,947)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.
- b. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOURPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Abel** or successor. Email: **Andrea.B.Abel@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Wendy Ebner** or successor. Phone and email: **507-765-2619, webner@co.fillmore.mn.us** . If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Bobbie Hillery** or successor. Phone and email: **507-765-2811, bhillery@co.fillmore.mn.us** .

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE

and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment

purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

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

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred,

ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.

- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation,

to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/23-12/31/24.

Objective	Description of Tasks and Deliverables	Evaluation Method
AMHI only		
Have written policy and procedures governing accounting and operational procedures	<ul style="list-style-type: none"> • Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement) • Decision-making process document or description • Contingency planning (see section 20.2 of contract) • Nondiscrimination policies (see section 19.2 of contract) 	Twice yearly site visits
Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	<ul style="list-style-type: none"> • Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans 	Twice yearly site visits
Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	<ul style="list-style-type: none"> • Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI) • Include program evaluation 	Twice yearly site visits
Meet requirements of Open Meeting Law	<ul style="list-style-type: none"> • Meeting information posted where community members can find it • Meeting minutes and decisions are documented and publicly available 	Twice yearly site visits
CSP only		
Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	<ul style="list-style-type: none"> • Assure sufficient community support services are available to meet the needs of adults with SPMI in the county 	Twice yearly site visits
AMHI and CSP		
Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	<ul style="list-style-type: none"> • Lived experience with mental illness guides the governance and services • Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. • Develops and provides an array of person centered services that builds on personal and cultural strengths. 	Twice yearly site visits

	<ul style="list-style-type: none"> Utilizes a data driven model to evaluate the impact of services on health outcomes. Assures access, early intervention, coordination, and application of resources through creative partnerships. 	
Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	<ul style="list-style-type: none"> Submit quarterly fiscal reports / invoices to DHS for payment 	Twice yearly site visits
Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding		Twice yearly site visits
Have a transition plan that complies with Minnesota Statute 245.466 subd.3a	<ul style="list-style-type: none"> Transition plan for continuity of care in the event of contract termination with a community mental health center Transition plan for continuity of care in the event of contract termination with a community support services provider 	Twice yearly site visits
Complete all required data reporting and ensure their contracted providers are completing all required data reporting	<ul style="list-style-type: none"> MHIS data reporting completed twice a year SSIS data reporting completed Supplemental spreadsheet reporting completed twice a year Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet 	Twice yearly site visits
Meet the policy requirements from the Office of Grants Management for all subcontracts that are over \$50,000	<ul style="list-style-type: none"> Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation Conflict of interest assessed and documented 	Twice yearly site visits
Incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	<ul style="list-style-type: none"> Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs 	Twice yearly site visits

CY2023-2024 Adult Mental Health Initiative Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is \$0.

Region or County	CSP Allocation	Amount budgeted	Difference
Fillmore - CSP	\$103,572	\$ 103,572	\$ -

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET CY2023	BRASS Code	TOTAL BUDGET CY2024	
Fiscal host fee	\$ -	Fiscal host fee	\$ -	
402x - Community Education and Prevention	\$ -	402x - Community Education and Prevention	\$ -	
403x - Adult Client Outreach	\$ -	403x - Adult Client Outreach	\$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
416x - Transportation	\$ 1,000.00	416x - Transportation	\$ 1,000.00	
418x - Client Flex Funds	\$ 2,500.00	418x - Client Flex Funds	\$ 2,500.00	
420x - Peer Support Services	\$ -	420x - Peer Support Services	\$ -	
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -	
434x - Community Support Program Services	\$ -	434x - Community Support Program Services	\$ -	
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ -	
437x - Supported Employment / Individualized Placement and Support Services	\$ -	437x - Supported Employment / Individualized Placement and Support Services	\$ -	
438x - Assertive Community Treatment (ACT)	\$ -	438x - Assertive Community Treatment (ACT)	\$ -	
443x - Housing Subsidy	\$ -	443x - Housing Subsidy	\$ -	
446x - Basic living / Social Skills and Community Integration	\$ -	446x - Basic living / Social Skills and Community Integration	\$ -	
451x - Emergency Response Services	\$ -	451x - Emergency Response Services	\$ -	
452x - Adult Outpatient Psychotherapy	\$ -	452x - Adult Outpatient Psychotherapy	\$ -	
454x - Adult Outpatient Medication Management	\$ -	454x - Adult Outpatient Medication Management	\$ -	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -	
474x - Intensive Residential Treatment Services (IRTS)	\$ -	474x - Intensive Residential Treatment Services (IRTS)	\$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ 48,286.00	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ 48,286.00	
493x - Adult General Case Management	\$ -	493x - Adult General Case Management	\$ -	
TOTAL CSP FUNDS CY2023	\$ 51,786.00	TOTAL CSP FUNDS CY2024	\$ 51,786.00	\$ 103,572.00

**ATTACHMENT C –
DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT
TERMS AND CONDITIONS**

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act (“MGDPA”) under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract.

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a “business associate” of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, “Definitions.” The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), “Standard: Disclosures to Business Associates.”

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, “Security and Privacy.”

DEFINITIONS

- A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. “Applicable Safeguards” means the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. “Breach” means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. “Business Associate” shall generally have the same meaning as the term “business associate”

found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.

- E. "Contract" means the Contract between STATE and COUNTY to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

1. INFORMATION EXCHANGED

- 1.1** This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS

Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.

- 1.2 The data exchanged under the Contract is provided to COUNTY for COUNTY to: review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3 STATE is permitted to share the Protected Information with COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

2. INFORMATION PRIVACY AND SECURITY

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

- A. **State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.
 1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
 2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
 3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
 4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
 5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075);
 6. U.S. Privacy Act of 1974;
 7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
 8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
 9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);

10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
11. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](#)¹

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 COUNTY Data Responsibilities

A. Use Limitation.

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
2. **Federal tax information.** To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication I 075.

- B. Individual Privacy Rights.** COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments to Protected Information Requested by Data Subject Generally.** Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526,

¹ See <https://mn.gov/mnit/government/policies/security/>

“Amendment of Protected Health Information,” or otherwise act as necessary to satisfy STATE or COUNTY’s obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

1. **Reasonable Assurances.** COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. **Privacy and Security Safeguards.** COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
3. **Monitoring Agents.** COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, “Use and Disclosure of Protected Health Information: General Rules,” subpart (e)1)(ii) and 164.308, “Administrative Safeguards,” subpart (b)(2).
4. **Encryption.** According to the state of Minnesota’s “[Enterprise Information Security Policies and Standards](https://mn.gov/mnit/government/policies/security/),”² COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
5. **Minimum Necessary Access to Protected Information.** COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

² <https://mn.gov/mnit/government/policies/security/>

6. **Training and Oversight.** COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.
- E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."
1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
 2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
 3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
 4. **Notification to Individuals and others; costs incurred.**
 - a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
 - b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."
 - c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a),

then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.

5. **Obligation to report to STATE.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).
 - a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.
 - b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
 - c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. **Documentation.** COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

F. Reporting Privacy Incidents, Security Incidents, and Breaches. COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. **Protected Health Information.** COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:
 - a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or

Breach.

2. Description of the compromised Protected Health Information.
 3. Date of the Breach.
 4. Date of the Breach's discovery.
 5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
 6. Sanctions imposed on COUNTY's Agents involved in the Breach.
 7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
 8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
- 4. Other Protected Information.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated

reports as additional information becomes available.

- b. Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. Designated Record Set—Protected Health Information. If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, “Definitions,” upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. Access to Books and Records, Security Audits, and Remediation. COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, “General Nonpublic Data,” subd. 1(a) and 2(a).
3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable

timeframe.

- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. **Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.
- K. **Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.
- L. **Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

- A. **STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS)

Implementations”; 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

2.4 COUNTY Permitted Uses and Responsibilities.

- A. **Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:
 - 1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.
 - 2. Disclose Protected Health Information for the proper management and administration of COUNTY, provided that:
 - a. The Disclosure is required by law; or
 - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:
 - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and
 - ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.
- B. **Notice of Privacy Practices.** If COUNTY’s duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. **De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, “Other

Requirements Relating to Uses and Disclosures of Protected Health Information.” De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

- D. **Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

- A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.
- C. STATE shall notify COUNTY of any limitations that apply to STATE’s Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, “Rights to Request Privacy Protection for Protected Health Information,” subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.
- D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.
- C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the

protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.

- D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
 - 1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
 - 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
 - 3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

3. INSURANCE REQUIREMENTS

3.1 Network Security and Privacy Liability Insurance. COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. COUNTY is required to carry the following **minimum** limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

3.2

4. INTERPRETATION

4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

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REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/20/2022 Amount of time requested (minutes): 10 minutes
Dept.: Highway/Airport Prepared By: Ron Gregg

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

Consent Agenda: None

Regular Agenda:

Documentation
Yes or No

Highway Department

1. Consider a final payment resolution for Project LOST 117P-1 the surface reconditioning project on CR 117 in the City of Wykoff.
2. Consider a final payment resolution for Project SAP 23-600-006 the reconstruction of Grosbeak Road into the Lanesboro Fish Hatchery.
3. Consider a final payment resolution for Project SAP 23-603-005 the surface reconditioning project on CSAH 3 east and west of the City of Ostrander.
4. Consider a final payment resolution for Project SAP 23-639-003 the surface reconditioning project on CSAH 39 which is west of Spring Valley.
5. Consider a final payment resolution for Project SAP 23-630-006 the surface reconditioning project on CSAH 30 between TH 139 to Niagara Cave.

Airport Department

- 1.

All other support documents are attached.

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date December 20, 2022 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed LOST 117P-1, in City of Wykoff; and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

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

Dated at Preston, Minnesota, this 20th day of December, 2022

Contract Price: \$ 122,927.79

Value of Work: \$ 98,845.50

Final Payment: \$ 4,942.28

, Chairman of the Board

VOTING AYE

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

VOTING NAY

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2022.

Witness my hand and official seal at Preston, Minnesota the day of , 2022.

SEAL

Bobbie Hillery, Administrator
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date December 20, 2022 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed SAP 23-600-006, in Carrolton Township; and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

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

Dated at Preston, Minnesota, this 20th day of December, 2022

Contract Price: \$ 523,856.75

Value of Work: \$ 506,419.67

Final Payment: \$ 25,320.98

, Chairman of the Board

VOTING AYE

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

VOTING NAY

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

STATE OF MINNESOTA
COUNTY OF FILLMORE

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Witness my hand and official seal at Preston, Minnesota the day of , 2022.

SEAL

Bobbie Hillery, Administrator
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date December 20, 2022 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed SAP 23-603-005, in Bloomfield Township; and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

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

Dated at Preston, Minnesota, this 20th day of December, 2022

Contract Price: \$ 966,015.81

Value of Work: \$ 896,558.19

Final Payment: \$ 44,827.91

, Chairman of the Board

VOTING AYE

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

VOTING NAY

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

STATE OF MINNESOTA
COUNTY OF FILLMORE

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Witness my hand and official seal at Preston, Minnesota the day of , 2022.

SEAL

Bobbie Hillery, Administrator
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date December 20, 2022 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed SAP 23-639-003, in Spring Valley Township; and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

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

Dated at Preston, Minnesota, this 20th day of December, 2022

Contract Price: \$ 647,422.08

Value of Work: \$ 603,153.58

Final Payment: \$ 30,157.68

, Chairman of the Board

VOTING AYE

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

VOTING NAY

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2022.

Witness my hand and official seal at Preston, Minnesota the day of , 2022.

SEAL

Bobbie Hillery, Administrator
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date December 20, 2022 Resolution No.

Motion by Commissioner Second by Commissioner

WHEREAS, Rochester Sand & Gravel has in all things completed SAP 23-630-006, in Harmony Township; and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

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

Dated at Preston, Minnesota, this 20th day of December, 2022

Contract Price: \$ 873,085.56

Value of Work: \$ 899,387.09

Final Payment: \$ 44,969.36

, Chairman of the Board

VOTING AYE

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

VOTING NAY

Commissioners Lentz [] Hindt [] Bakke [] Dahl [] Prestby []

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the day of , 2022.

Witness my hand and official seal at Preston, Minnesota the day of , 2022.

SEAL

Bobbie Hillery, Administrator
Fillmore County Board of Commissioners

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/20/2022 Amount of time requested (minutes):

10

Dept.:

Human Resources

 Prepared By:

Lindsi Engle

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:

	<u>Documentation</u>
1. Consider the request to approve the 2023 non-union pay plan with a 4.5% COLA/ market increase	YES
2. Consider the request to approve the 2023 Local #49 pay plan	YES
3. Consider the request to hire part-time Bailiff/Transport effective December 23 rd , 2022, as recommended by Hiring Committee	NO
a. Eugene Johnson	
b. Grade 6/ Step 1	
c. \$22.27 per hour	
4. Consider the request to appoint Roxane Kraling as County Recorder effective January 3 rd , 2023, as recommended by Personnel Committee	NO
a. Grade 13/ Step 1	
b. \$32.77 per hour	
5. Consider the request to transfer Christy Smith, Auditor/ Treasurer, to Finance Director effective January 6 th , 2023 as recommended by Hiring Committee	NO
a. Grade 15/ Step 2	
6. Consider the request to advertise for replacement Auditor/ Treasurer internally and externally simultaneously	NO

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: billery@co.fillmore.mn.us or tkraling@co.fillmore.mn.us

2023 Non-Union Pay Plan 4.5%

	Step	1	2	3	4	5	6	7	8	9	10
GRADE 1	Hourly	\$12.06	\$12.45	\$12.85	\$13.26	\$13.66	\$14.07	\$14.46	\$14.86	\$15.27	\$15.67
	Monthly	\$2,089.55	\$2,158.58	\$2,227.61	\$2,298.51	\$2,367.54	\$2,438.44	\$2,505.60	\$2,576.49	\$2,647.39	\$2,716.42
	Annual	\$25,074.65	\$25,903.01	\$26,731.37	\$27,582.11	\$28,410.47	\$29,261.22	\$30,067.19	\$30,917.94	\$31,768.69	\$32,597.04
GRADE 2	Hourly	\$12.98	\$13.41	\$13.84	\$14.28	\$14.72	\$15.14	\$15.57	\$16.02	\$16.45	\$16.88
	Monthly	\$2,250.00	\$2,324.63	\$2,399.26	\$2,475.75	\$2,552.24	\$2,625.00	\$2,699.63	\$2,776.12	\$2,850.75	\$2,925.38
	Annual	\$27,000.02	\$27,895.55	\$28,791.07	\$29,708.98	\$30,626.89	\$31,500.03	\$32,395.55	\$33,313.46	\$34,208.99	\$35,104.51
GRADE 3	Hourly	\$14.26	\$14.74	\$15.22	\$15.69	\$16.16	\$16.63	\$17.11	\$17.59	\$18.07	\$18.53
Temporary Help/Seasonal	Monthly	\$2,472.02	\$2,554.11	\$2,638.06	\$2,720.15	\$2,800.38	\$2,882.47	\$2,966.42	\$3,048.51	\$3,132.47	\$3,212.69
	Annual	\$29,664.21	\$30,649.28	\$31,656.75	\$32,641.82	\$33,604.51	\$34,589.58	\$35,597.05	\$36,582.12	\$37,589.59	\$38,552.27
GRADE 4	Hourly	\$15.68	\$16.21	\$16.72	\$17.23	\$17.76	\$18.28	\$18.81	\$19.33	\$19.86	\$20.38
	Monthly	\$2,718.29	\$2,809.70	\$2,897.39	\$2,986.94	\$3,078.36	\$3,167.91	\$3,261.20	\$3,350.75	\$3,442.17	\$3,531.72
	Annual	\$32,619.43	\$33,716.45	\$34,768.69	\$35,843.32	\$36,940.33	\$38,014.96	\$39,134.36	\$40,208.99	\$41,306.01	\$42,380.64
GRADE 5	Hourly	\$18.64	\$19.27	\$19.88	\$20.49	\$21.12	\$21.75	\$22.38	\$22.99	\$23.62	\$24.23
Office Support Spec. Custodian	Monthly	\$3,231.35	\$3,339.56	\$3,445.90	\$3,552.24	\$3,660.45	\$3,770.53	\$3,878.73	\$3,985.08	\$4,093.29	\$4,199.63
	Annual	\$38,776.15	\$40,074.66	\$41,350.78	\$42,626.90	\$43,925.41	\$45,246.31	\$46,544.82	\$47,820.94	\$49,119.45	\$50,395.57
GRADE 6	Hourly	\$22.27	\$23.01	\$23.76	\$24.50	\$25.23	\$25.97	\$26.72	\$27.46	\$28.20	\$28.94
Bailiff/ Transport Facilities Maint. Worker	Monthly	\$3,860.08	\$3,988.81	\$4,117.54	\$4,246.27	\$4,373.14	\$4,501.87	\$4,630.60	\$4,759.33	\$4,888.06	\$5,016.80
	Annual	\$46,320.94	\$47,865.72	\$49,410.49	\$50,955.27	\$52,477.66	\$54,022.44	\$55,567.21	\$57,111.99	\$58,656.77	\$60,201.55
Transfer Station Attendant											
Officer Support Specialist, Sr.											
GRADE 7	Hourly	\$23.20	\$23.96	\$24.73	\$25.51	\$26.28	\$27.05	\$27.83	\$28.61	\$29.37	\$30.15
Account Tech Case Aide	Monthly	\$4,020.53	\$4,152.99	\$4,287.32	\$4,421.65	\$4,555.97	\$4,688.44	\$4,824.63	\$4,958.96	\$5,091.42	\$5,225.75
	Annual	\$48,246.31	\$49,835.87	\$51,447.81	\$53,059.75	\$54,671.69	\$56,261.25	\$57,895.57	\$59,507.52	\$61,097.07	\$62,709.01
Support Enforcement Aide											
GRADE 8	Hourly	\$24.12	\$24.92	\$25.72	\$26.53	\$27.34	\$28.14	\$28.94	\$29.74	\$30.56	\$31.35
Eligibility Worker Traffic Sign Technician	Monthly	\$4,180.97	\$4,319.03	\$4,458.96	\$4,598.88	\$4,738.81	\$4,876.87	\$5,016.80	\$5,154.86	\$5,296.65	\$5,434.71
	Annual	\$50,171.69	\$51,828.41	\$53,507.51	\$55,186.62	\$56,865.72	\$58,522.44	\$60,201.55	\$61,858.27	\$63,559.76	\$65,216.48
Hwy Maint. Specialist											
PT Jailer											
GRADE 9	Hourly	\$25.29	\$26.14	\$26.98	\$27.83	\$28.67	\$29.52	\$30.36	\$31.20	\$32.04	\$32.89
Account Tech Lead Child Support Officer	Monthly	\$4,384.33	\$4,531.72	\$4,677.24	\$4,824.63	\$4,970.15	\$5,117.54	\$5,263.06	\$5,408.59	\$5,554.11	\$5,701.50
	Annual	\$52,611.99	\$54,380.65	\$56,126.92	\$57,895.57	\$59,641.85	\$61,410.50	\$63,156.77	\$64,903.04	\$66,649.31	\$68,417.97
Community Corrections Case Manager											
Courthouse Security											
Feedlot Officer											
Paralegal											
Property Appraiser											

GRADE 15	Hourly	\$37.98	\$39.27	\$40.52	\$41.79	\$43.05	\$44.33	\$45.58	\$46.85	\$48.13	\$49.39
Ast. County Attorney	Monthly	\$6,583.96	\$6,805.98	\$7,024.26	\$7,244.41	\$7,462.69	\$7,684.71	\$7,901.13	\$8,121.28	\$8,343.29	\$8,561.57
Health Educator	Annual	\$79,007.53	\$81,671.72	\$84,291.12	\$86,932.91	\$89,552.32	\$92,216.50	\$94,813.52	\$97,455.31	\$100,119.49	\$102,738.90
Auditor/Treasurer											
County Assessor											
Finance Director											
GRADE 16	Hourly	\$39.70	\$41.03	\$42.34	\$43.68	\$45.00	\$46.32	\$47.65	\$48.96	\$50.30	\$51.62
Land Records Director	Monthly	\$6,880.60	\$7,111.95	\$7,339.56	\$7,570.90	\$7,800.38	\$8,027.99	\$8,259.34	\$8,486.95	\$8,718.29	\$8,947.77
	Annual	\$82,567.24	\$85,343.36	\$88,074.71	\$90,850.83	\$93,604.56	\$96,335.91	\$99,112.03	\$101,843.38	\$104,619.50	\$107,373.23
GRADE 17	Hourly	\$41.49	\$42.87	\$44.26	\$45.64	\$47.01	\$48.40	\$49.79	\$51.17	\$52.56	\$53.94
Director of Nursing	Monthly	\$7,192.17	\$7,430.98	\$7,671.65	\$7,910.45	\$8,149.26	\$8,389.93	\$8,630.60	\$8,869.41	\$9,110.08	\$9,348.89
	Annual	\$86,306.05	\$89,171.72	\$92,059.78	\$94,925.46	\$97,791.13	\$100,679.20	\$103,567.26	\$106,432.93	\$109,320.99	\$112,186.67
GRADE 18	Hourly	\$43.36	\$44.81	\$46.25	\$47.70	\$49.15	\$50.58	\$52.03	\$53.47	\$54.92	\$56.37
Social Services Mgr.	Monthly	\$7,514.93	\$7,766.80	\$8,016.80	\$8,268.66	\$8,518.66	\$8,766.80	\$9,018.66	\$9,268.67	\$9,518.67	\$9,770.53
	Annual	\$90,179.19	\$93,201.58	\$96,201.58	\$99,223.97	\$102,223.97	\$105,201.59	\$108,223.98	\$111,223.98	\$114,223.98	\$117,246.37
GRADE 19	Hourly	\$45.31	\$46.81	\$48.33	\$49.85	\$51.35	\$52.85	\$54.37	\$55.88	\$57.40	\$58.90
	Monthly	\$7,854.48	\$8,113.81	\$8,376.87	\$8,639.93	\$8,901.13	\$9,160.46	\$9,423.52	\$9,686.58	\$9,949.64	\$10,208.96
	Annual	\$94,253.82	\$97,365.76	\$100,522.48	\$103,679.20	\$106,813.53	\$109,925.47	\$113,082.19	\$116,238.91	\$119,395.63	\$122,507.57
GRADE 20	Hourly	\$47.34	\$48.93	\$50.50	\$52.08	\$53.66	\$55.25	\$56.82	\$58.39	\$59.96	\$61.56
Engineer	Monthly	\$8,205.23	\$8,481.35	\$8,753.74	\$9,027.99	\$9,300.38	\$9,576.50	\$9,848.89	\$10,121.28	\$10,393.67	\$10,669.79
	Annual	\$98,462.78	\$101,776.21	\$105,044.87	\$108,335.92	\$111,604.58	\$114,918.01	\$118,186.67	\$121,455.33	\$124,723.99	\$128,037.43
GRADE 21	Hourly	\$49.48	\$51.13	\$52.77	\$54.42	\$56.07	\$57.71	\$59.37	\$61.03	\$62.67	\$64.32
Administrator	Monthly	\$8,576.50	\$8,861.95	\$9,147.40	\$9,432.84	\$9,718.29	\$10,003.74	\$10,291.05	\$10,578.37	\$10,861.95	\$11,149.26
	Annual	\$102,918.00	\$106,343.38	\$109,768.76	\$113,194.13	\$116,619.51	\$120,044.88	\$123,492.65	\$126,940.41	\$130,343.40	\$133,791.17

RECRUITMENT, HIRING AND STATUS (2.00)

Section 2.01 JOB ANNOUNCEMENTS, RECRUITMENT AND SELECTION

Date Approved by the County Board: June 25, 2019

Supersedes Policy Dated:

A. Determination of Open Position

Departments Heads shall notify Human Resources when a vacancy exists. The Personnel Committee (made up of two County Board members, the County Coordinator, Human Resources Officer) and the applicable Department Head shall meet following the submission by the Department Head of a Hire Analysis form to review all position openings to determine if the position will be rehired, how many hours the position will be hired at, any changes that are needed to the applicable position description and how the position will be recruited.

B. County Application

1. Applicants for any County position will complete the County job application and related forms as found on the County's web site and/or as provided by Human Resources. Candidates may include additional documentation/information for consideration but not as a replacement for the County required documentation.
2. The announcement shall include job title, skills, experience, education required, and closing date for the receipt of applications.

C. Recruitment

Open positions in Fillmore County shall be announced and recruited using any of the following recruitment methods or a combination of methods:

1. Internal Recruitment – Position vacancies shall be posted on the Intranet for a period of not less than 14 calendar days or other period of time as stated in a Collective Bargaining Agreement.
2. External Recruitment – Announcements for positions shall be placed in newspapers and other job recruitment resources for a period of time necessary to attract qualified candidates, but not less than 14 calendar days.

Positions may also be filled by Promotions, Transfers and Demotions.

1. Promotions - Vacancies in positions are encouraged to be filled by promotion of qualified County employees.
2. Transfers - An employee may be transferred to a similar position in a different department in which there is a vacancy. An employee desiring to be transferred should make a written request to Human Resources/Coordinator. The request must be reviewed by the Personnel Committee and approved by the County Board. Transfer of an employee may be permitted when it is determined that the employee meets the qualifications of the position, that the transfer is in the best interest of the County, and that further training and development of the employee in the new position would be beneficial to the County.
3. Demotions - An employee may be demoted to a position of lower grade at the discretion of their department head, subject to the approval of the County Board. Reasons for the demotion shall be detailed in a written statement. Employees may request a demotion,

subject to Board approval.

All promotions, transfers and demotions are subject to review by the Personnel Committee and approval by the County Board.

D. Selection Process

The selection of applicants shall include, but not be limited to, the following:

1. Education, Training, and Experience – The Hiring Committee (consisting of the Department Head, Human Resources/County Coordinator, one member of the County Board and an additional supervisor/department head as desired) shall review all applications, resumes and other documentation submitted and apply points to each applicant based on qualifications for the job. Points shall be based on education, training, and experience prior to advertising the position and to Veterans Preference. Those applicants who do not meet the minimum qualifications shall not be considered.
2. Eligibility List – Human Resources shall be responsible for the creation of an eligibility list of qualified persons. The eligibility list shall be valid from date of establishment for not more than 1 year.
3. Testing – Applicants meeting minimum qualifications may be asked to participate in further testing. This testing may vary depending upon the position but may include one or more of the following tests: ability; achievement; performance; physical agility; and/or dexterity. Human Resources shall make test scores available, upon request, to the individual who completes a test. Completed exams and/or answer keys to the exam shall not be provided to any applicant.
4. Interview - Upon completion of the rating, and any other testing, Human Resources should offer at least the top 3 candidates an interview, if available. The interview shall be conducted by the Hiring Committee and shall be based on the use of structured questions relating to the responsibilities and duties to be performed in the position.

Offers of employment are contingent upon successful completion of a background check; including applicable items such as employment, education, credit, and criminal checks and approval of the County Board, which is the final hiring authority. Appointments may also be contingent upon the successful completion of a leadership assessment, psychological and/or pre-employment physical examination and other background investigation appropriate for the position and consistent with State and Federal laws.

E. Physical Exam

1. Job applicants may be required to complete a physical examination, but only after a conditional offer of employment is made. The conditional offer of employment is based upon whether the potential employee can complete the essential duties and functions of the position being filled with or without reasonable accommodation.
2. When requiring a physical examination, everyone applying for the position must be made aware that such an examination will be required for the position finalist and that the offer of employment will be conditional and based upon the results of that examination.
3. All medical and physical examination information on an individual shall be confidential data and is to be kept in a separate file, independent of the individual's personnel file.
4. Job applicants requiring a Commercial Driver's License (CDL) shall be required to take and pass

a pre-employment drug test.

F. Rejection of Applications

Causes for rejecting applications for positions may include, but are not limited to any of the following reasons:

1. Lack of specified minimum qualifications.
2. Intentionally making a false statement.
3. Where reference and/or investigation prove unsatisfactory.
4. Where applicant has directly or indirectly rendered or promised to give any money or valuables to any person in connection with the appointment.
5. Incomplete application form or untimely submission of application.

All applicants must be notified as soon as practicable after they have been eliminated from consideration for the position.

G. Appointment and Notification

The candidate selected for the position and approved for hire by the County Board, shall be notified in writing of the following information before the first day of work: 1) position offered; 2) anticipated starting date and time; 3) position classification (i.e. exempt/non-exempt, salaried/hourly, part-time/full-time, department head, etc.); 4) compensation; 5) their immediate supervisor's name; 6) any deviation from the personnel policies or collective bargaining agreement; and 7) other relevant information applicable to their position.

H. Selection of Department Heads

The County Board shall be considered the Hiring committee in the selection and appointment of all non-elected Department Head positions.

I. Student Interns

Students may apply for both unpaid and paid internships within the Fillmore County Departments

1. Students may apply directly with the department in their field of study.
2. Students must provide basic information about themselves.
3. Students will complete an interview with the department head and/or supervisor.
4. Student interns will be selected based on the needs of the department as well as the availability of the department head/ supervisor.
5. Paid student internships must be approved by the County Board.

Student Orientation

1. The student will be provided with the Student Intern Safety Responsibilities form and will sign the policy acknowledgement form.
2. The student will be directed to the Fillmore County Employee Handbook, specifically the Code of Ethics, Policy on Offensive Conduct, and Policy on personal appearance. Students will be expected to follow policies as if they were a Fillmore County Employee.
3. The student will receive and sign any Department specific policies.

4. The student intern will be expected to adhere to HIPAA Data Practices Policies and will sign the Student Intern Confidentiality Statement.
5. The student will be given general orientation to the department and tour of the department.

Student Expectations

1. The student will create goals with their department head/supervisor.
2. The student will have an agreement with the internship site concerning a specific work schedule (for example, number of hours per week).
3. Human Resources will provide a clear list of expectations and job duties.
4. The internship site will spend a considerable amount of time in training and supervising the student's activities; therefore, the student will be expected to conduct themselves professionally at all times.
5. If the student is unable to attend scheduled hours, they will be expected to notify the agency as soon as possible (i.e. illness).

Student Evaluation

1. The department head/supervisor will provide an evaluation of the student intern at the completion. The department head/supervisor will use the evaluation tool required by the school/university.
2. If the student fails to meet the reasonable expectations of the department and/or the internship site, the internship will be terminated immediately.

J. Veteran's Preference

Fillmore County complies with the provisions of the Veteran's Preference Act as outlined in Minnesota Statutes Chapter 197.

K. Reasonable Accommodations

Qualified individuals with disabilities have the right to ask for changes in procedures or other assistance, i.e., reasonable accommodation, in order to apply for jobs or perform their jobs. For purposes of this policy, individuals with disabilities are those who have a physical or mental condition, which interferes with or substantially limits, i.e., impairs, their major life activities. These activities may include: moving, talking, hearing, seeing, eating, breathing, sleeping, having healthy bodily functions, concentrating, interacting with others, and many other activities. A qualified individual with a disability is one who can perform the critical, i.e., essential, functions of a particular job with or without a reasonable accommodation.

1. Fillmore County will provide reasonable accommodations to qualified individuals with disabilities who are job applicants or employees, and prohibits retaliation against any applicant or employee for requesting a reasonable accommodation.

This policy applies to all qualified job applicants and all Fillmore County employees.

2. All job vacancy announcements will state that Fillmore County will provide reasonable accommodations to qualified applicants with disabilities.
3. Requests for reasonable accommodations may be presented to an immediate supervisor or the Human Resources Director.

L. Requesting a Reasonable Accommodation when an Applicant

You may request a reasonable accommodation to assist you in applying for a job or interviewing for a job.

1. When you request a reasonable accommodation, you may be asked to provide additional information that will help DHS to decide if your accommodation can be granted.
2. You can make the request for reasonable accommodation to a supervisor or other management personnel, or Human Resources. The request can be made in person, over the phone, or in writing.

2019-2023 Appropriation History

Enabling MN Statute	AGENCY	2019		2020		2021		2022		2023	
		2019 Request	Appropriation	2020 Request	Appropriation	2021 Request	Appropriation	2022 Request	Appropriation	2023 Request	Appropriation
MS 375.83	Root River Trails	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
MS 375.83	SE MN EMS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
MS 375.83	Southern MN Tourism Assoc.	\$ 1,056.10	\$ 1,056.10	\$ 1,056.10	\$ 1,056.10	\$ 1,056.10	\$ 1,056.10	\$ 1,061.40	\$ 1,061.40	\$ 1,061.40	
MS 375.83	SE MN Initiative Fund	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 1,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	
MS 375.83	SE MN Historic Bluff Country	\$ 1,056.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MS 471.59	Bluff County HRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MS 375.18	SEMCAAC	\$ 16,000.00	\$ 6,000.00	\$ 16,000.00	\$ 6,000.00	\$ 16,000.00	\$ 6,000.00	\$ 16,000.00	\$ 6,000.00	\$ 10,500.00	
	<i>Semcac Volunteer Driver (Rev)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	<i>Senior Donation Rides</i>	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,500.00	
	<i>Senior Nutrition Program (Rev)</i>	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,500.00	
	<i>Caregiver Advocacy Program (Soc. Serv.)</i>	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	
	<i>Bus Service</i>	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 4,000.00		\$ 4,000.00		\$ 2,000.00	
	<i>Senior Dining</i>	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00		
	<i>Fillmore County Food Shelf (Rushford)</i>	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 2,000.00		\$ 2,000.00		\$ 2,500.00	
	TOTAL APPROPRIATIONS	\$ 26,612	\$ 15,556	\$ 26,056	\$ 15,556	\$ 26,556	\$ 16,056	\$ 26,561	\$ 13,561.40	\$ 20,561.40	
Enabling MN Statute	Budgeted Agencies	2019 Request	2019 Budget	2020 Request	2020 Budget	2021 Request	2021 Budget	2022 Request	2022 Budget	2023 Request	2023 Budget
MS 34.341	SELCO	\$ 233,809	\$ 233,809	\$ 239,309	\$ 239,309	\$ 244,809	\$ 244,809	\$ 251,809	\$ 251,809	\$ 258,809	\$ 258,809
MS 138.052	Historical Society	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 51,800	\$ 51,800
MS 375.35	Memorial Day	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 300	\$ 300
MS 38.14	Ag Society	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000
M 5375.19	Soil & Water Conservation District	\$ 217,000	\$ 217,000	\$ 222,000	\$ 217,000	\$ 222,000	\$ 217,000	\$ 222,000	\$ 222,000	\$ 227,000	\$ 222,000

RESOLUTION

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

Date _____ Resolution No. 2022-XXX

Motion by Commissioner _____ Second by Commissioner _____

BE IT RESOLVED: That the Fillmore County Board of Commissioners hereby propose to levy upon the taxable property of the County of Fillmore, State of Minnesota, for the year 2022, payable 2023 for the following purposes to wit:

General Revenue Fund	\$7,424,105
Library Fund	\$258,809
Human Services Fund	\$1,764,081
Infrastructure Fund	\$150,000
Road and Bridge Fund	\$2,197,207
Sanitation Fund	\$226,462
Airport Fund	\$48,150
Chatfield Abatement	\$21,801
2010 GO CIP Debt	\$262,388
Economic Development Authority	<u>\$46,292</u>
TOTAL 2023 Final Levy	\$12,399,295

(Totals include Disparity Aid of \$119,773)

VOTING AYE

Commissioners Lentz Hindt Bakke Prestby Dahl

VOTING NAY

Commissioners Lentz Hindt Bakke Prestby Dahl

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 20th day of December, 2022.

Witness my hand and official seal at Preston, Minnesota the 20th day of December, 2022.

SEAL

Bobbie Hillery, Administrator/Clerk
Fillmore County Board of Commissioners



Community Action Agency serving southeast Minnesota, established 1966

204 South Elm, PO Box 549 | Rushford, MN 55971-0549
507-864-7741 | F: 507-864-2440
semcac.org | semcac@semcac.org

June 1, 2022

Fillmore County Commissioners
Attn: Bobbie Hillery, County Administrator & Heidi Jones, County Treasurer
Fillmore County Courthouse
101 Fillmore Street | P.O. Box 627
Preston, MN 55965

Dear Ms. Hillery, Ms. Jones & County Commissioners,

Thank you for your continued support of Semcac’s programs in Fillmore County. With your help, Semcac continues to advance its mission to empower and advocate for people to enhance their self-sufficiency by maximizing community resources.

Our most-recent independent audit report, IRS Form 990, and Annual Report may be viewed at semcac.org/about-us/fiscal-documents-info. As a Community Action Agency, Semcac qualifies for county funding under Minnesota Statute **375.18, Subd. 15**. The following programs are requesting funding to sustain services:

Senior Nutrition	\$1,500
Senior & Caregiver Advocacy Program	\$3,000
Senior Donation Rides (Volunteer Driver Program)	\$1,500
Fillmore County Food Shelves (Rushford)	\$2,500
Public Bussing (Rolling Hills Transit)	\$2,000

Due to the COVID-19 pandemic, we have experienced a significant increase in meals served to homebound seniors in the community and have utilized our own transportation services, and volunteers, to deliver meals that previously were being served in a congregate setting. Partially through this last year, the congregate Senior Dining sites re-opened for congregate meal settings. There is an increased population that is food insecure due to job loss, furloughs & reduced employment opportunities. This has been a challenge, in many regards. The following is information regarding these Semcac programs.

Senior Nutrition

In 2021, **45,169 meals were delivered to seniors** in the communities of Canton, Chatfield, Harmony, Lanesboro, Mabel, Peterson, Preston, Rushford, Spring Valley and Wykoff. The need for Semcac’s Meals on Wheels service is especially evident in Fillmore County. Senior Nutrition program helps low-income and/or nutritionally at-risk seniors. There are no income eligibility requirements for either program. For most participants, this is the main meal of the day. Nobody is denied a meal. Senior Nutrition is requesting \$1,500 to support senior meal service in Fillmore County.

Senior & Caregiver Advocacy Program

The Senior & Caregiver Advocacy Program works closely with seniors and their caregivers to identify needs, access resources, make informed decisions and reduce feelings of isolation. The advocate is trained in the State Health Insurance Programs (as MNsure Assistants), and are knowledgeable about Medicare options- helping clients navigate the health insurance and healthcare systems. In 2021, **51 seniors and caregivers** in Fillmore County received assistance from Semcac’s Caregiver Advocate. The advocate is trained and knowledgeable of State Health Insurance Programs and Medicare, and often helps clients navigate the health insurance and healthcare systems. In addition to working one-on-one

with clients, the advocate participates in community events to present information about other programs or issues of interest to seniors. The Senior & Caregiver Advocacy Program is requesting \$3,000 from Fillmore County.

Donation Rides for Seniors

In 2021, the senior donation rides initiative (VDP) coordinated volunteer drivers in Fillmore County to provide **1,636 rides for 106 seniors**. These rides help seniors maintain their independence and meet their medical and personal needs. The program also provides rides for Medical Assistance recipients and other county clients under a contract with the Department of Human Services. The \$1,500 requested from Fillmore County will support these rides for senior citizens.

Fillmore County Food Shelves

The Fillmore County Food Shelves are located in Rushford and Preston. These food shelves provide individuals and families of Fillmore County with a variety of nutritious food and the opportunity to extend their very limited household budgets. In order to use the food shelf, the household income needs to be at or below 300% of the Federal Poverty Level. (Emergency food is available to any household experiencing a crisis.) In 2021, the Rushford and Preston Food Shelves provided food to **1,019 persons** in 436 households. Donations accepted on an ongoing basis. Semcac is requesting allocation funds for the Rushford Food Shelf, \$2,500.

Rolling Hills Transit – Public Bussing

Public transit busing, Rolling Hills Transit, is available to all citizens. In 2021, Rolling Hills Transit provided **10,453 rides** to Fillmore County citizens. Rolling Hills Transit Chatfield, Harmony, Rushford, Spring Valley. Some riders utilizing this service are pre-school children going to and from schools and daycares, as well as seniors and low-income individuals who need transportation for appointments, work or shopping at local businesses. The Minnesota Department of Transportation supports 85% of the budget; a local match of 15% is required for the remaining amount. We are requesting \$2,000 to help cover a portion of the required local match.

If the county board would like Semcac to share program information & agency updates at an upcoming meeting, please contact Cheryl Boone-Perez at Cheryl.boone-perez@semcac.org, 507-864-8272. We look forward to continuing our important partnership with Fillmore County.

Thank you,

Doug Grout

Douglas Grout
Semcac Executive Director
507.864.8201 | doug.grout@semcac.org

semcac.org | Text *Semcac* to 22828
Fillmore Semcac's County office: 515 Washington Street NW, Preston, MN 55965
Semcac Administrative Office: 204 S. Elm Street, Rushford, MN 55971

Program Inquiries: Jeff Wyant, Senior Services, jeff.wyant@semcac.org | Wendy Todd, Outreach & Emergency Services (food shelf), wendy.todd@semcac.org | Jim Wolter, Transportation, jim.wolter@semcac.org

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ITEM



Leeman® Rib Knit Beanie - Debossed Personalization Available

ITEM OST-721

Product Color : GRAY

A \$80.00 set up fee will be added.

No Personalization

Qty

- 175 +

Unit Price: \$9.67

Setup Fee: \$80.00

Line Total: \$1,692.25

Order Summary

Merchandise: \$1,692.25

Fee(s): \$80.00

Order Subtotal: \$1,772.25

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Tax and shipping calculated during checkout. Tax collected only for New York residents unless tax exempt. See checkout for details.

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