

**AUGUST 16, 2016
MCLEOD COUNTY
BOARD MEETING WILL
BE HELD AT
THE GLENCOE CITY
CENTER
1107 11TH STREET E
GLENCOE, MN**

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
AUGUST 16, 2016**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:03 CONSIDERATION OF AGENDA ITEMS*

3 9:08 CONSENT AGENDA*

- A. August 2, 2016 Meeting Minutes and Synopsis.
- B. August 3, 2016 Auditor's Warrants.
- C. August 5, 2016 Auditor's Warrants.
- D. August 8, 2016 Auditor's Warrants.
- E. Approve Mining Conditional Use Permit 16-17 applied for by Thomas and LaMae Maiers for continued excavation of gravel mining, to include crushing, stockpiling, and recycling of concrete and bituminous material within the existing surveyed area. The restoration will be used for wildlife purposes. This property is located in Section 30 of Collins Township.

The Collins Township Board recommended approval at their meeting on June 14, 2016. The Preston Lake Township Board has no opposition. The McLeod County Planning Commission recommended approval on July 27, 2016 with the following conditions:

- 1) A \$10,000 bond shall list both Preston Lake Township and Collins Township.
 - 2) The hours of operation shall be 6:00 AM to 8:00 P.M.
 - 3) No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
 - 4) All MPCA Permits shall be maintained.
 - 5) All gravel pit conditions shall be adhered to, such as maintaining the haul route and applying appropriate dust control measures.
 - 6) Applicant shall follow restoration plan with backsloping at a 4:1 grade.
 - 7) Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- F. Approve payment to McLeod County Dare and Hunger Free McLeod Backpack programs in an amount not to exceed \$5,000 for the Penny per Pound program for PET plastic collected from March 2015 to February 2016.
 - G. Approve renewal of Abatement Facility License for the Waste Management Demolition Landfill to operate as a demolition disposal facility from July 1, 2016 to June 30th, 2017.
 - H. Approve renewal of Abatement Facility License for Spruce Ridge Resource Management Facility to operate as a recycling, MSW, and demolition disposal facility from July 1, 2016 to June 30th, 2017.

- I. Approve the change to paper drive rebate program to reflect a 60% rebate for less than 5 tons, 65% rebate for 5-10 tons, and a 70% rebate for fiber exceeding 10 tons per event.
- J. Approve submittal of an Environment Assistance grant to the MPCA, from Solid Waste, to assist in waste handling and processing for agricultural and other problem materials.
- K. Approve School Nursing Contract between McLeod County Public Health and New Discoveries Montessori Academy (Hutchinson, MN) to provide 4 hours/week of Registered Nursing Services for 38 weeks @ \$40/hour for the 2016-2017 School Year.
- L. Approve School Nursing Contract between McLeod County Public Health and Lester Prairie School District #424 to provide 6 hours/week of Registered Nursing Services for 38 weeks @ \$40/hour for the 2016-2017 School Year.
- M. Approve School Nursing Contract between McLeod County Public Health and New Century Academy (Hutchinson, MN) to provide 4 hours/week of Registered Nursing Services for 38 weeks @ \$40/hour for the 2016-2017 School Year.
- N. Appoint Donna Rickeman to replace Pat Melvin on Wellness Committee.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST*

5 PAYMENT OF BILLS - ADDITIONAL MISCELLANEOUS BILLS TO BE PAID BY AUDITORS WARRANTS*

6 9:10 CONTEGRITY – Construction Manager Sam Lauer

- A. Construction Update.

7 9:15 ROAD AND BRIDGE – Engineer John Brunkhorst

- A. Consider rescinding Resolution 16-RB04-15 which was approved on April 5, 2016.*
- B. Consider adopting Resolution 16-RB04-15-REV for the jurisdictional State Aid road transfer of County State Aid Highway 25 in the City of Hutchinson in accordance with the cooperative agreement that was approved on 9/6/11.*

MnDOT has informed us that the road needs to be described to the centerline rather than the right of way limits, which was how the original resolution was worded.

- C. Consider approval of MnDOT Agreement 1026236 and corresponding Resolution 16-RB08-28 for federal participation in preliminary engineering for SP 43-070-014, County Road Safety Plan Update.*

This project will update the County Road Safety Plan (CRSP) which was done in 2010-2011. 16 Counties are planned to be a part of this CRSP update. The 2010-2011 CRSP was prepared as part of the Minnesota statewide highway safety planning process. The Plan was data driven, with a goal to reduce severe crashes by documenting at-risk locations, identifying effective safety improvement strategies and better positioning the county to compete for available safety funds.

McLeod County's Plan included a description of the Safety Emphasis Areas, Identification of a short list of high priority, low-cost Safety Strategies and documentation of at-risk locations along the County's highway system that are considered candidates for safety investment.

Estimated Project cost: \$100,000
Federal Funds - \$80,000
State Aid Funds - \$20,000

8 9:25 PUBLIC HEALTH – Director Jennifer Hauser

- A. Consider approval of contract agreement between Metropolitan Area Agency on Aging, Inc. and McLeod County Public Health for the provision of Living Well with Chronic Conditions: Chronic Disease Self-Management workshops which will be staffed by McLeod County Public Health. The term of this agreement will commence on July 6, 2016 and continue until November 15, 2017.*

Research shows that persons who complete this program have improved symptom management, more active lives, less depression, better quality of life and fewer sick days, along with lower medical costs compared to those who have not completed the program.

Public Health has been providing these workshops in the community since 2011. We have charged a nominal fee of \$5.00 per participant.

With this contract, we have an opportunity to be reimbursed \$125 per participant through a MNRAAA grant. This will help to cover staffing costs and allow for more outreach. MNRAAA is working with insurance companies with the goal that by the end of this grant period there will be ongoing insurance reimbursement.

- B. Consider the approval of Memorandum of Understanding between Grand Canyon University College of Nursing and McLeod County Public Health to fulfill the Public Health Nursing clinical experience for graduate student Beth Jerabek.*

The purpose of this Memorandum of Agreement is to outline the terms of the Public Health Nursing clinical learning experience for Grand Canyon University and Health Care Professions student, Beth Jerabek, and McLeod County Public Health and Jennifer Hauser to work collaboratively to fulfill the clinical field experience requirements for the Master's of Nursing degree. The time periods will be mutually arranged and agreed upon by the preceptor/mentor and the student within the field experience course dates.

9 9:30 PARKS – Director Al Koglin

- A. Discuss hiring a firm to design the rebuilding of main bathhouse at the campgrounds in Piepenburg Park.

Bathhouse is over 30 years old. Plan is to keep the current shell and remodel into 4 family bathrooms.

- B. Consider adoption of Resolution 16-CB-29 Support for the Legacy Grant application for the Dakota Rail Trail.*

10 9:40 SHERIFFS OFFICE – Chief Deputy Sheriff Tim Langenfeld

- A. Consider approval of out-of-state travel for Barb Rieger – Software Specialist, Leah Moll – Dispatcher and Loni Schroeder – Correctional Officer to attend the Users Conference for law enforcement software (Zuercher, formally LETG) in Sioux Falls, South Dakota, September 14th through September 16th, 2016. There is no charge to attend conference, only expenses will be lodging, some meals and mileage at an estimated cost of \$900.00.*

This is the Software provider for the Sheriff's Office and all the Police Departments in the county. Zuercher's mail office is located in the South Dakota. In the past, this conference was held in St. Cloud.

11 9:45 BUILDING SERVICES – Building Maintenance Supervisor Scott Grivna

- A. Consider approval to replace the existing Trane BAS at the North Complex with Alerton from NAC Mechanical & Electrical Services (Vadnais Heights, MN) for a cost of \$16,950.00 with funding coming from County Buildings Major Repairs.*
- B. Consider approval to purchase a UPS Redundant Battery Cabinet from Mitsubishi Electric (Minneapolis, MN) for a cost of \$15,460.00 with funding coming from Information Technology Capital Equipment Budget.*

Additional quote received: DC Group (Charles, Kentucky) \$13,195.43 which does not include an electrician for all electrical work.

12 10:00 PLANNING AND ZONING – Assistant Administrator Marc Telecky

- A. Consider approval of Rezoning Application 16-01 for Frank Kaczmarek and Gerald Kasella to rezone a 2.62 acre tract of an existing platted lot from Agricultural to Highway Business in order to construct a mini-storage unit. The property is serviced by County Road 2, adjacent to the Luce Line Trail and located within 2 miles of the City of Silver Lake. The property is described as Lot 001, Block 001 of Condon Subdivision in Section 27 of Hale Township.*

Per the McLeod County Zoning Ordinance, mini-storage and warehousing is a permitted use within the Highway Business District. Hale Township recommended approval July 14, 2016. The Planning Advisory Committee unanimously recommended approval July 27, 2016.

13 10:05 SOLID WASTE – Coordinator Sarah Young

- A. Consider approval to purchase a ZW3000 Screw Compactor with precrusher for processing EPS from Zero Waste (Stephensville, TX) for a total project cost of \$53,425.00.*

Pricing includes purchase, installation, training, delivery, and electrical upgrades. A grant from the Foam Packaging Institute of \$50,000 will be used to fund this equipment purchase.

14 10:10 ATTORNEYS OFFICE – Attorney Mike Junge

- A. Consider approval of State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension Joint Powers Agreement on behalf of its County Attorney and Sheriff and adoption of corresponding Resolution 16-CB-30.*
- B. Consider approval of Court Data Services Subscriber Amendment to CJDN Subscriber Amendment.*

15 10:15 SOCIAL SERVICES – Director Gary Sprynczynatyk

- A. Consider adoption of Resolution 16-CB-31 authorizing Social Service Director as authorized representative to sign Joint Powers Agreement with Department of Public Safety, Bureau of Criminal Apprehension (BCA) and Social Service Supervisor as authorized representative designee.*

16 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
 - Commissioner reports of committee meetings attended since August 2, 2016.
- A. Consider approval of Aug 9, 2016 Personnel Committee Recommendations.*
- B. Consider approval of Program Agreement between University of Minnesota and McLeod County/McLeod for Tomorrow for the Leadership Program, September 2016 – May 2017.*
- C. Notification of Minnesota Counties Intergovernmental Trust (MCIT) dividend payment to McLeod County.
- D. Notification of annual McLeod County employee pork chop feed, Thursday, September 1st 11:00 AM-1:00 PM at North Complex.

OTHER

Open Forum
Press Relations

RECESS

Next board meeting August 30, 2016 at 9:00 a.m. at the Glencoe City Center.

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING MINUTES – August 2, 2016**

CALL TO ORDER

The regular meeting of the McLeod County Board of Commissioners was called to order at 9:00 a.m. by Chair Paul Wright at the Glencoe City Center. Commissioners Nies, Shimanski, Nagel and Krueger were present. County Administrator Patrick Melvin, Administrative Assistant Donna Rickeman, County Attorney Michael Junge and County Auditor-Treasurer Cindy Schultz were also present.

PLEDGE OF ALLEGIANCE

At the request of the Board Chair, all present recited the Pledge of Allegiance.

CONSIDERATION OF AGENDA ITEMS

- A) Add under Administration Item C: Consider approval to hire a Tri Star Social Worker (Grade 22) due to resignation.
- B) Add under Administration Item D: Consider setting a closed meeting to discuss 2017 negotiations for 9:30 AM on August 5th and 10:00 AM on August 10th at the Solid Waste facility.

Nies/Nagel motion carried unanimously to approve the agenda as revised.

CONSENT AGENDA

- A) July 19, 2016 Meeting Minutes and Synopsis.
- B) July 15, 2016 Auditor's Warrants.
- C) July 22, 2016 Auditor's Warrants.
- D) Approve the 2016 Emergency Management Performance Grant (EMPG) agreement which is received every year. Grant amount this year is \$25,127.
- E) Approve contract to continue use of City of Hutchinson fiber to the Extension Office.
- F) Approve contract to continue use of City of Hutchinson fiber to the Solid Waste Building.
- G) Approve the purchase of 2 desktop computers at \$629 each and 1 monitor at \$177.21 for the Highway/GIS Department for a total of \$1435.21 from SHI (Sumerset, NJ) with funding coming from the Compliance Fund.

Nies/Wright motion carried unanimously to approve the consent agenda.

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

General Revenue Fund	\$95,028.99
Road & Bridge Fund	\$7,713.00
Solid Waste Fund	\$19,880.22

Shimanski/Nies motion carried unanimously to approve payment of bills totaling \$122,622.21 from the aforementioned funds.

PUBLIC HEALTH – Allie Freidrichs Director Meeker-McLeod-Sibley Community Health Services

- A) Allie Freidrichs requested approval of amended Meeker-McLeod-Sibley Community Health Board Joint Powers Agreement.

On July 14, 2016, the Meeker-McLeod-Sibley (MMS) Community Health Board reviewed the amended Joint Powers Agreement for Meeker, McLeod and Sibley counties and made a recommendation that each County Board review and approve the amended Joint Powers Agreement.

Revisions and updates to the Joint Powers Agreement occurred through the work of the Meeker-McLeod-Sibley Community Health Board Governance Committee with the assistance of Scott Lepak, attorney/consultant, who was contracted by the MMS Community Health Board.

Revisions include updates based on state statute and liability concerns identified by Minnesota Counties Intergovernmental Trust.

Nagel/Shimanski motion carried unanimously to approve the amended Meeker-McLeod-Sibley Community Health Board Joint Powers Agreement.

Wright/Nies motion carried unanimously to appoint Commissioner Shimanski and Commissioner Nagel to the Meeker-McLeod-Sibley Community Health Board.

Shimanski/Nagel motion carried unanimously to appoint Commissioner Krueger as an alternate to the Meeker-McLeod-Sibley Community Health Board.

- B) Allie Freidrichs requested approval of out-of-state travel for Kerry Ward – Public Health Educator to attend the Open Forum for Quality Improvement (QI) in Public Health in Salt Lake City, Utah, October 6th and 7th, 2016. Training registration cost along with travel expenses will be paid for out of the Meeker-McLeod-Sibley Community Health Services training budget.

The Open Forum is sponsored by the Robert Wood Johnson Foundation and convenes leaders and practitioners representing key organizations and investments shaping quality in public health today. These public health practitioners meet to share resources, tools, and experiences. Kerry is an integral part of the Performance Management work for Community Health Services (CHS) and this would strengthen her skills and broaden her network for people and resources to help her do her work. Kerry is the liaison between the CHS Teams and the Management Team and CHS Board in regards to working with the teams to provide performance management goals that are data driven and is used to report back to the Management Team, the Community Health Board (CHB) and the public about the work we are doing, the progress we are making (especially related to data) and how anyone is better because of it..

Nies/Shimanski motion carried unanimously to approve out-of-state travel for Kerry Ward – Public Health Educator to attend the Open Forum for Quality Improvement (QI) in Public Health in Salt Lake City, Utah, October 6th and 7th, 2016.

INFORMATION TECHNOLOGY – Director Vince Traver

- A) Vince Traver requested approval of Memorandum of Agreement with Carver County to join other counties in purchasing Adobe Acrobat at a lower rate.

McLeod County currently has 120 licenses; the savings for each user license over the three years is \$281.

The agreement is for three years after which Carver County will negotiate pricing again. Adobe Acrobat is used to create and edit PDF documents. There are a large number of documents created at DHS for Public Health and Social Services that end users have to deal with. The majority of end users are on version 9 which is no longer supported.

Shimanski/Krueger motion carried unanimously to approve the Memorandum of Agreement with Carver County to join other counties in purchasing Adobe Acrobat at a lower rate.

HUMAN RESOURCES – Director Mary Jo Wieseler

- A) Mary Jo Wieseler requested approval of an agreement with Hire Image (Mankato, MN) to perform background checks.

The benefits include: candidate is allowed to complete their own authorization, lower cost, quick turnaround and more test options to offer.

Wright/Nagel motion carried unanimously to approve the agreement with Hire Image (Mankato, MN) to perform background checks.

ENVIRONMENTAL SERVICES – Environmental Technician Emily Gable

- A) Emily Gable requested adoption of Resolution 16-CB-27 and implementation of a one year extension for the Minnesota Clean Water Partnership Project Loan Agreement as Project and Loan Sponsor along with the Minnesota Pollution Control Agency (MPCA) to conduct the High Island Creek-McLeod County Subsurface Sewage Treatment Systems (SSTS) Project identified as Loan Agreement No. SRF0273.

Wright/Krueger motion carried unanimously to adopt Resolution 16-CB-27 and implement a one year extension for the Minnesota Clean Water Partnership Project Loan Agreement as Project and Loan Sponsor along with the Minnesota Pollution Control Agency (MPCA) to conduct the High Island Creek-McLeod County Subsurface Sewage Treatment Systems (SSTS) Project identified as Loan Agreement No. SRF0273.

PLANNING & ZONING –Administrator Larry Gasow

- A) Larry Gasow requested approval of an Application for Licenses for Assemblage of Large Numbers of People for the Annual St. Mary's Craft Beer Festival scheduled for Saturday, September 10, 2016 in Winsted on the site of the Winstock Festival.

The assembly will be a one day event on September 10th from the hours of 2:00 p.m. to 6:00 p.m. There will be food and live music provided on site. A Large Assembly License is required at the time of more than 500 people when alcohol is served; the attendance is expected to be approximately 750 persons.

The purpose is to raise funds to help support St. Mary's Care Center in Winsted, MN. St. Mary's provides long term, short term and memory care in its facility. This event is a major fundraiser in their Foundations annual budget. St. Mary's Care Center is a non-profit religious organization under the Benedictine Healthy System.

Also requested is an Application and Permit for one day Temporary On-Site Liquor License from the City of Winsted, McLeod County and the State of Minnesota.

Required signatures have been received from Rev. Anthony Stubeda, Pastor Church of the Holy Trinity, Lisa Bayerl, Clerk of Winsted Township, Steve

Stotko, Mayor City of Winsted, Larry Gasow, McLeod County Zoning Administrator, Scott Rehmann McLeod County Sheriff.

Shimanski/Krueger motion carried unanimously to approve an Application for Licenses for Assemblage of Large Numbers of People for the Annual St. Mary's Craft Beer Festival scheduled for Saturday, September 10, 2016 in Winsted on the site of the Winstock Festival.

COUNTY ADMINISTRATION

- A) Pat Melvin requested approval to appoint Kevin Miller to replace Herman Miller on High Island Watershed District.

Krueger/Wright motion carried unanimously to approve appointment of Kevin Miller to replace Herman Miller on High Island Watershed District.

- B) Pat Melvin requested setting a closed meeting following the Board Workshop to conduct Pat Melvin's Performance Review.

Nagel/Krueger motion carried unanimously to set a closed meeting following the Board Workshop to conduct Pat Melvin's Performance Review.

- C) Pat Melvin requested approval to hire a Tri Star Social Worker (Grade 22) due to resignation.

Nagel/Shimanski motion carried unanimously to hire a Tri Star Social Worker (Grade 22) due to resignation.

- D) Pat Melvin requested setting closed meetings to discuss 2017 negotiations for 9:30 AM on August 5th and 10:00 AM on August 10th at the Solid Waste facility.

Krueger/Shimanski motion carried unanimously to set closed meetings to discuss 2017 negotiations for 9:30 AM on August 5th and 10:00 AM on August 10th at the Solid Waste facility.

Nagel/Krueger motion carried unanimously to recess at 9:54 a.m. until 9:00 a.m. August 16, 2016 at the Glencoe City Center.

ATTEST:

Paul Wright, Board Chair

Patrick Melvin, County Administrator

DRAFT

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – August 2, 2016

1. Commissioners Wright, Nies, Shimanski, Krueger and Nagel were present.
2. Nies/Nagel motion carried unanimously to approve the agenda as revised.
3. Nies/Wright motion carried unanimously to approve the consent agenda including July 19, 2016 Meeting Minutes and Synopsis; July 15, 2016 Auditor's Warrants; July 22, 2016 Auditor's Warrants; Approve the 2016 Emergency Management Performance Grant (EMPG) agreement which is received every year. Grant amount this year is \$25,127; Approve contract to continue use of City of Hutchinson fiber to the Extension Office; Approve contract to continue use of City of Hutchinson fiber to the Solid Waste Building; Approve the purchase of 2 desktop computers at \$629 each and 1 monitor at \$177.21 for the Highway/GIS Department for a total of \$1435.21 from SHI (Sumerset, NJ) with funding coming from the Compliance Fund.
4. Shimanski/Nies motion carried unanimously to approve payment of bills totaling \$122,622.21 from the aforementioned funds.
5. Nagel/Shimanski motion carried unanimously to approve the amended Meeker-McLeod-Sibley Community Health Board Joint Powers Agreement.
6. Wright/Nies motion carried unanimously to appoint Commissioner Shimanski and Commissioner Nagel to the Meeker-McLeod-Sibley Community Health Board.
7. Shimanski/Nagel motion carried unanimously to appoint Commissioner Krueger as an alternate to the Meeker-McLeod-Sibley Community Health Board.
8. Nies/Shimanski motion carried unanimously to approve out-of-state travel for Kerry Ward – Public Health Educator to attend the Open Forum for Quality Improvement (QI) in Public Health in Salt Lake City, Utah, October 6th and 7th, 2016.
9. Shimanski/Krueger motion carried unanimously to approve the Memorandum of Agreement with Carver County to join other counties in purchasing Adobe Acrobat at a lower rate.
10. Wright/Nagel motion carried unanimously to approve the agreement with Hire Image (Mankato, MN) to perform background checks.
11. Wright/Krueger motion carried unanimously to adopt Resolution 16-CB-27 and implement a one year extension for the Minnesota Clean Water Partnership Project Loan Agreement as Project and Loan Sponsor along with the Minnesota Pollution Control Agency (MPCA) to conduct the High Island Creek-McLeod County Subsurface Sewage Treatment Systems (SSTS) Project identified as Loan Agreement No. SRF0273.
12. Shimanski/Krueger motion carried unanimously to approve an Application for Licenses for Assemblage of Large Numbers of People for the Annual St. Mary's

Craft Beer Festival scheduled for Saturday, September 10, 2016 in Winsted on the site of the Winstock Festival.

13. Krueger/Wright motion carried unanimously to approve appointment of Kevin Miller to replace Herman Miller on High Island Watershed District.
14. Nagel/Krueger motion carried unanimously to set a closed meeting following the Board Workshop to conduct Pat Melvin's Performance Review.
15. Nagel/Shimanski motion carried unanimously to hire a Tri Star Social Worker (Grade 22) due to resignation.
16. Krueger/Shimanski motion carried unanimously to set closed meetings to discuss 2017 negotiations for 9:30 AM on August 5th and 10:00 AM on August 10th at the Solid Waste facility.

Complete minutes are on file in the County Administrator's Office. The meeting recessed at 9:54 a.m. until August 16, 2016.

Attest:

Paul Wright, Board Chair

Patrick Melvin, County Administrator

***** McLeod County IFS *****



POOL
8/3/16 8:59AM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Print List in Order By:	2	1 - Fund (Page Break by Fund)	Page Break By:	1	1 - Page Break by Fund
		2 - Department (Totals by Dept)			2 - Page Break by Dept
		3 - Vendor Number			
		4 - Vendor Name			

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

***** McLeod County IFS *****



POOL
8/3/16 8:59AM
1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
76 DEPT				CENTRAL SERVICES-COUNTY WIDE	
1886 BMO					
31 01-076-000-0000-6402		337.00	NEOPOST	1650	Office Supplies
1 01-076-000-0000-6205		154.80	USPS	9909	Postage And Postal Box Rental
1886 BMO		491.80			2 Transactions
76 DEPT Total:		491.80	CENTRAL SERVICES-COUNTY WIDE	1 Vendors	2 Transactions
91 DEPT				COUNTY ATTORNEY'S	
1886 BMO					
72 01-091-000-0000-6336		109.00	SUPERIOR SHORES RESORT	1643	Meals, Lodging, Parking & Miscellaneous
71 01-091-000-0000-6402		70.91	DEMCO INC	1643	Office Supplies
73 01-091-000-0000-6612		395.00	AMAZON	1643	Capital - \$100-\$5,000 (Inventory)
1886 BMO		574.91			3 Transactions
91 DEPT Total:		574.91	COUNTY ATTORNEY'S	1 Vendors	3 Transactions
103 DEPT				COUNTY ASSESSOR'S	
1886 BMO					
34 01-103-000-0000-6402		117.29	NORTHERN TOOL	1650	Office Supplies
2 01-103-000-0000-6450		22.86	BEEN VERIFIED	9891	Subscriptions
1886 BMO		140.15			2 Transactions
103 DEPT Total:		140.15	COUNTY ASSESSOR'S	1 Vendors	2 Transactions
111 DEPT				COURTHOUSE BUILDING	
1886 BMO					
38 01-111-000-0000-6303		30.00	PRO LABS	1650	Repair And Maintenance Services
29 01-111-000-0000-6425		14.07	MIDWEST MACHINERY	1650	Repair And Maintenance Supplies
30 01-111-000-0000-6425		37.90	JUNGCLAUS EQUIPMENT	1650	Repair And Maintenance Supplies
35 01-111-000-0000-6425		27.95-	JUNGCLAUS EQUIPMENT	1650	Repair And Maintenance Supplies
36 01-111-000-0000-6425		20.58	MENARDS	1650	Repair And Maintenance Supplies
37 01-111-000-0000-6425		43.90	JUNGCLAUS EQUIPMENT	1650	Repair And Maintenance Supplies
41 01-111-000-0000-6425		229.07	MENARDS	1650	Repair And Maintenance Supplies
1886 BMO		347.57			7 Transactions

***** McLeod County IFS *****



POOL
8/3/16 8:59AM
1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
111 DEPT Total:		347.57	COURTHOUSE BUILDING	1 Vendors	7 Transactions
112 DEPT			NORTH COMPLEX BUILDING		
1886 BMO					
32 01-112-000-0000-6425		49.69	MENARDS	1650	Repair And Maintenance Supplies
33 01-112-000-0000-6425		19.98	MENARDS	1650	Repair And Maintenance Supplies
1886 BMO		69.67		2 Transactions	
112 DEPT Total:		69.67	NORTH COMPLEX BUILDING	1 Vendors	2 Transactions
117 DEPT			FAIRGROUNDS		
1886 BMO					
3 01-117-000-0000-6425		13.41	MENARDS	1700	Repair And Maintenance Supplies
4 01-117-000-0000-6425		38.54	MENARDS	1700	Repair And Maintenance Supplies
5 01-117-000-0000-6425		39.88	WALMART	1700	Repair And Maintenance Supplies
6 01-117-000-0000-6425		8.12	MENARDS	1700	Repair And Maintenance Supplies
7 01-117-000-0000-6425		24.52	MENARDS	1700	Repair And Maintenance Supplies
8 01-117-000-0000-6425		60.85	MENARDS	1700	Repair And Maintenance Supplies
9 01-117-000-0000-6425		10.57	WALMART	1700	Repair And Maintenance Supplies
10 01-117-000-0000-6425		85.81	MENARDS	1700	Repair And Maintenance Supplies
1886 BMO		281.70		8 Transactions	
117 DEPT Total:		281.70	FAIRGROUNDS	1 Vendors	8 Transactions
201 DEPT			COUNTY SHERIFF'S OFFICE		
1886 BMO					
42 01-201-201-0000-6336		10.94	CHIPOTLE	1577	Meals, Lodging, Parking & Miscellaneous
43 01-201-201-0000-6336		19.00	LORING RAMP	1577	Meals, Lodging, Parking & Miscellaneous
44 01-201-201-0000-6336		19.00	LORING RAMP	1577	Meals, Lodging, Parking & Miscellaneous
45 01-201-201-0000-6336		19.00	LORING RAMP	1577	Meals, Lodging, Parking & Miscellaneous
46 01-201-201-0000-6336		7.88	MCDONALDS	1577	Meals, Lodging, Parking & Miscellaneous
47 01-201-201-0000-6336		19.00	LORING LAMP	1577	Meals, Lodging, Parking & Miscellaneous
48 01-201-201-0000-6336		7.61	CHICK-FIL-A	1577	Meals, Lodging, Parking & Miscellaneous
49 01-201-201-0000-6336		7.88	SUBWAY	1577	Meals, Lodging, Parking & Miscellaneous
50 01-201-201-0000-6336		19.00	LORING LAMP	1577	Meals, Lodging, Parking & Miscellaneous
51 01-201-201-0000-6336		8.76	WENDYS	1577	Meals, Lodging, Parking & Miscellaneous
52 01-201-201-0000-6336		8.58	JAKES CITY GRILLE	1577	Meals, Lodging, Parking & Miscellaneous
53 01-201-201-0000-6336		14.00	PEI WEI	1577	Meals, Lodging, Parking & Miscellaneous



POOL
8/3/16 8:59AM
1 GENERAL REVENUE FUND

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
57	01-201-000-0000-6402		54.11	AMAZON	1585	Office Supplies
56	01-201-000-0000-6612		117.49	AMAZON	1585	Capital - \$100-\$5,000 (Inventory)
59	01-201-000-0000-6810		801.01	UBER TECHNOLOGIES	1585	Refunds And Reimbursements
60	01-201-000-0000-6810		29.99	BEST BUY	1585	Refunds And Reimbursements
61	01-201-000-0000-6810		35.21	DOMINOS	1585	Refunds And Reimbursements
62	01-201-000-0000-6810		67.00	SOFTWARE PROJECTS	1585	Refunds And Reimbursements
54	01-201-201-0000-6336		1,320.00	HYATT REGENCY	1585	Meals, Lodging, Parking & Miscellaneous
55	01-201-201-0000-6336		348.16	EMBASSY SUITES	1585	Meals, Lodging, Parking & Miscellaneous
58	01-201-202-0000-6360		353.80	SHERATON SIOUX FALLS	1585	Training - Communications/Records
64	01-201-000-0000-6336		70.55	SUPER 8	1593	Meals, Lodging, Parking & Miscellaneous
1886	BMO		3,357.97			22 Transactions
201	DEPT Total:		3,357.97	COUNTY SHERIFF'S OFFICE	1 Vendors	22 Transactions
251	DEPT			COUNTY JAIL		
1886	BMO					
66	01-251-000-0000-6268		6.56	JET.COM	1528	Medical Aid To Prisoners
67	01-251-000-0000-6402		24.44	JET.COM	1528	Office Supplies
65	01-251-000-0000-6460		15.57	JET.COM	1528	Jail Supplies
68	01-251-000-0000-6460		25.62	AMAZON	1528	Jail Supplies
69	01-251-000-0000-6460		11.86	AMAZON	1528	Jail Supplies
70	01-251-000-0000-6225		15.24	MCDONALDS	1536	Prisoner Transportation
40	01-251-000-0000-6415		101.64	MENARDS	1650	Cleaning Supplies
39	01-251-000-0000-6425		490.16	WESTERN DETENTION	1650	Repair And Maintenance Supplies
1886	BMO		691.09			8 Transactions
251	DEPT Total:		691.09	COUNTY JAIL	1 Vendors	8 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
1886	BMO					
74	01-485-000-0000-6245		30.00	HUTCHINSON HEALTH	9556	Dues And Registration Fees
76	01-485-000-0000-6245		57.50	ROCK STAR EVENT	9556	Dues And Registration Fees
75	01-485-000-0000-6350		100.00	WATERTOWN MAYER SCHOOL	9556	Other Services & Charges
79	01-485-000-0000-6350		188.68	ELECTRIC DEALS	9556	Other Services & Charges
80	01-485-000-0000-6350		55.90	WALMART	9556	Other Services & Charges
78	01-485-000-0000-6402		91.55	CHANNING BETE	9556	Office Supplies
1886	BMO		523.63			6 Transactions

***** McLeod County IFS *****



POOL
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1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
		<u>Amount</u>			
485	DEPT Total:	523.63	COUNTY PUBLIC HEALTH NURSING	1 Vendors	6 Transactions
520	DEPT		COUNTY PARK'S		
	1886 BMO				
11	01-520-000-0000-6402	27.95	UNITED STATES POSTAL SERVICE	1684	Office Supplies
	1886 BMO	27.95		1 Transactions	
520	DEPT Total:	27.95	COUNTY PARK'S	1 Vendors	1 Transactions
603	DEPT		COUNTY EXTENSION		
	1886 BMO				
15	01-603-000-0000-6402	269.90	WALMART	1668	Office Supplies
	1886 BMO	269.90		1 Transactions	
603	DEPT Total:	269.90	COUNTY EXTENSION	1 Vendors	1 Transactions
615	DEPT		ISTS COMMITTEE		
	1886 BMO				
26	01-615-000-0000-6245	240.00	U OF M CONTINUING LEARNING	0963	Dues And Registration Fees
	1886 BMO	240.00		1 Transactions	
615	DEPT Total:	240.00	ISTS COMMITTEE	1 Vendors	1 Transactions
1	Fund Total:	7,016.34	GENERAL REVENUE FUND		63 Transactions

***** McLeod County IFS *****



POOL
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5 SOLID WASTE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
393 DEPT				
1886 BMO				
107 05-393-000-0000-6243		32.23	WALMART	1550 Public Education
108 05-393-000-0000-6243		84.65	SAM'S CLUB	1550 Public Education
1886 BMO		116.88	2 Transactions	
393 DEPT Total:		116.88	MATERIALS RECOVERY FACILITY	1 Vendors 2 Transactions
397 DEPT				
1886 BMO				
109 05-397-000-0000-6402		949.77	BEST CONTAINERS	1540 Office Supplies
110 05-397-000-0000-6402		20.89	AMAZON	1540 Office Supplies
1886 BMO		970.66	2 Transactions	
397 DEPT Total:		970.66	HOUSEHOLD HAZARDOUS WASTE	1 Vendors 2 Transactions
5 Fund Total:		1,087.54	SOLID WASTE FUND	4 Transactions

***** McLeod County IFS *****



POOL
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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
430 DEPT		INDIVIDUAL AND FAMILY SOCIAL SERVI		
1886 BMO				
95 11-430-710-1020-6041		342.84 AMAZON	0930	Para-Prof FBS - PIF Mentor Trng - Care C
97 11-430-710-1020-6041		193.74 4 IMPRINT	0930	Para-Prof FBS - PIF Mentor Trng - Care C
92 11-430-710-1160-6040		100.00 SA	0930	Social Service Transportation
93 11-430-710-1160-6040		70.00 CENEX	0930	Social Service Transportation
96 11-430-710-1190-6056		8.00 PA CRIMINAL RECORDS	0930	Court Ordered Children/Custody Studies
94 11-430-710-1450-6027		64.31 CASEYS	0930	Social & Recreational
83 11-430-709-0000-6033		69.79 AMERICINN	0940	Mental Hlth Pilot Project-Discretionary
88 11-430-709-0000-6033		289.96 SOUTHWEST AIRLINES	0940	Mental Hlth Pilot Project-Discretionary
89 11-430-709-0008-6245		790.00 MN ASSOC OF COMMUNITY MENTAL	0940	Dues and Registration Fees - MH Unit
91 11-430-709-0008-6336		169.30 SAINT PAUL HOTEL	0940	Meals Lodging Parking & Misc - MH Unit
81 11-430-709-0200-6098		250.13 JCPENNEYS	0940	Other Social Services
82 11-430-740-4890-6048		50.00 SUPER AMERICA	0940	Child MH Respite Care Tri-County Grant
90 11-430-740-4890-6048		50.00 SUPER AMERICA	0940	Child MH Respite Care Tri-County Grant
84 11-430-741-4030-6071		66.09 WALMART	0940	Client Outreach - CSP
85 11-430-741-4030-6071		36.00 CASHWISE	0940	Client Outreach - CSP
86 11-430-741-4030-6071		10.98 WALMART	0940	Client Outreach - CSP
87 11-430-741-4030-6071		27.00 SAFARI ISLAND	0940	Client Outreach - CSP
1886 BMO		2,588.14		17 Transactions
430 DEPT Total:		2,588.14	INDIVIDUAL AND FAMILY SOCIAL SER	1 Vendors 17 Transactions
11 Fund Total:		2,588.14	HUMAN SERVICE FUND	17 Transactions

***** McLeod County IFS *****



POOL
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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
223 DEPT				D.A.R.E. PROGRAM	
1886 BMO					
63 25-223-000-0000-6336		170.80		HOLIDAY INN	1593
1886 BMO		170.80			
			1 Transactions		Meals, Lodging, Parking & Miscellaneous
223 DEPT Total:		170.80		D.A.R.E. PROGRAM	1 Vendors
					1 Transactions
603 DEPT				COUNTY EXTENSION	
1886 BMO					
12 25-603-000-0000-6350		6.43		RUNNINGS	1668
13 25-603-000-0000-6350		74.04		WALMART	1668
14 25-603-000-0000-6350		3.18		JOANN FABRICS	1668
16 25-603-000-0000-6350		58.83		WALMART	1668
17 25-603-000-0000-6350		22.59		DAIRY QUEEN	1668
18 25-603-000-0000-6350		1,425.00		THE PAINT FACTORY	1668
19 25-603-000-0000-6350		47.06		CULVERS	1668
20 25-603-000-0000-6350		36.21		WALMART	1668
21 25-603-000-0000-6350		9.00		DOLLAR TREE	1668
22 25-603-000-0000-6350		4.30		DOLLAR TREE	1668
23 25-603-000-0000-6350		23.07		WALMART	1668
1886 BMO		1,709.71			
			11 Transactions		
603 DEPT Total:		1,709.71		COUNTY EXTENSION	1 Vendors
					11 Transactions
694 DEPT				AQUATIC INVASIVE SPECIES	
1886 BMO					
27 25-694-000-0000-6350		165.00		VP MN LAKES RIVERS	0963
28 25-694-000-0000-6350		165.00		VP MN LAKES RIVERS	0963
1886 BMO		330.00			
			2 Transactions		
694 DEPT Total:		330.00		AQUATIC INVASIVE SPECIES	1 Vendors
					2 Transactions
886 DEPT				COUNTY FEEDLOT PROGRAM	
1886 BMO					
24 25-886-000-0000-6612		12.93		AMAZON	0963
25 25-886-000-0000-6612		468.47		AMAZON	0963
1886 BMO		481.40			
			2 Transactions		

***** McLeod County IFS *****



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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
886 DEPT Total:		481.40	COUNTY FEEDLOT PROGRAM	1 Vendors	2 Transactions
25 Fund Total:		2,691.91	SPECIAL REVENUE FUND		16 Transactions

***** McLeod County IFS *****



POOL
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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
853 DEPT				LOCAL PUBLIC HEALTH GRANT
1886 BMO				
101 82-853-000-0000-6203		65.00		CONSTANT CONTACT 0955 Communications
102 82-853-000-0000-6336		154.14		EXPEDIA 0955 Meals, Lodging, Parking & Miscellaneous
105 82-853-000-0000-6336		125.56		COMFORT INN 0955 Meals, Lodging, Parking & Miscellaneous
98 82-853-000-0000-6353		19.96		COBORNS 0955 Meeting Expense
99 82-853-000-0000-6353		76.03		CASEYS 0955 Meeting Expense
100 82-853-000-0000-6353		183.50		SUBWAY 0955 Meeting Expense
104 82-853-000-0000-6353		17.17		PRAIRIE HOUSE 0955 Meeting Expense
106 82-853-000-0000-6353		49.75		COBORNS 0955 Meeting Expense
103 82-853-000-0000-6360		134.19		AMAZON 0955 Training
77 82-853-000-0000-6245		57.50		ROCK STAR EVENT 9556 Dues And Registration Fees
1886 BMO		882.80		10 Transactions
853 DEPT Total:		882.80		LOCAL PUBLIC HEALTH GRANT 1 Vendors 10 Transactions
82 Fund Total:		882.80		COMMUNITY HEALTH SERVICE 10 Transactions
Final Total:		14,266.73		20 Vendors 110 Transactions

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	7,016.34	GENERAL REVENUE FUND	
	5	1,087.54	SOLID WASTE FUND	
	11	2,588.14	HUMAN SERVICE FUND	
	25	2,691.91	SPECIAL REVENUE FUND	
	82	882.80	COMMUNITY HEALTH SERVICE	
	All Funds	14,266.73	Total	Approved by,
			
			

***** McLeod County IFS *****



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Print List in Order By:	2	1 - Fund (Page Break by Fund)	Page Break By:	1	1 - Page Break by Fund
		2 - Department (Totals by Dept)			2 - Page Break by Dept
		3 - Vendor Number			
		4 - Vendor Name			

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

***** McLeod County IFS *****



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 GENERAL REVENUE FUND

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
13	DEPT					
	11580 CENTURYLINK					
6	01-013-000-0000-6203		35.89	LONG DISTANCE	320439462	Communications
	11580 CENTURYLINK		35.89	1 Transactions		
13	DEPT Total:		35.89	COURT ADMINISTRATOR'S	1 Vendors	1 Transactions
75	DEPT					
	1083 WEX BANK					
28	01-075-000-0000-6338		925.26	MOTOR POOL FUEL	46340140	Motor Pool Expenses
	1083 WEX BANK		925.26	07/01/2016 07/31/2016 1 Transactions		
75	DEPT Total:		925.26	CENTRAL SERVICES-CHARGE BACKS	1 Vendors	1 Transactions
76	DEPT					
	11580 CENTURYLINK					
5	01-076-000-0000-6203		680.61	LONG DISTANCE	320439462	Communications
	11580 CENTURYLINK		680.61	1 Transactions		
	5771 NU-TELECOM					
21	01-076-000-0000-6203		1,484.21	EXT PRI SW B1	81693292	Communications
	5771 NU-TELECOM		1,484.21	08/01/2016 08/31/2016 1 Transactions		
76	DEPT Total:		2,164.82	CENTRAL SERVICES-COUNTY WIDE	2 Vendors	2 Transactions
201	DEPT					
	11580 CENTURYLINK					
7	01-201-000-0000-6203		62.77	LONG DISTANCE	320439462	Communications
	11580 CENTURYLINK		62.77	1 Transactions		
	5771 NU-TELECOM					
24	01-201-000-0000-6203		143.68	111-2290 SPEC ACC VOIVE	81808532	Communications
	5771 NU-TELECOM		143.68	08/01/2016 08/31/2016 1 Transactions		
	1083 WEX BANK					

***** McLeod County IFS *****



POOL
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1 GENERAL REVENUE FUND

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
29	01-201-000-0000-6455		4,993.65	FUEL	46342543	Motor Fuels and Lubrication
	1083 WEX BANK		4,993.65	07/01/2016 07/31/2016 1 Transactions		
201	DEPT Total:		5,200.10	COUNTY SHERIFF'S OFFICE	3 Vendors	3 Transactions
251	DEPT			COUNTY JAIL		
	5275 CARD SERVICES					
32	01-251-000-0000-6415		22.74	DRANO	CB408-1359	Cleaning Supplies
31	01-251-000-0000-6461		2.99	CLEAN VIDEO DISK	CB408-1359	Inmate Supplies
	5275 CARD SERVICES		25.73		2 Transactions	
	1083 WEX BANK					
30	01-251-000-0000-6455		609.75	FUEL	46339261	Motor Fuels And Lubrication
	1083 WEX BANK		609.75	07/01/2016 07/31/2016 1 Transactions		
251	DEPT Total:		635.48	COUNTY JAIL	2 Vendors	3 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
	11580 CENTURYLINK					
8	01-485-000-0000-6203		80.84	LONG DISTANCE	320439462	Communications
	11580 CENTURYLINK		80.84		1 Transactions	
485	DEPT Total:		80.84	COUNTY PUBLIC HEALTH NURSING	1 Vendors	1 Transactions
520	DEPT			COUNTY PARK'S		
	5771 NU-TELECOM					
22	01-520-000-0000-6203		51.10	PIEPENBURG 587-2082	81693292	Communications
	5771 NU-TELECOM		51.10	08/01/2016 08/31/2016 1 Transactions		
520	DEPT Total:		51.10	COUNTY PARK'S	1 Vendors	1 Transactions
603	DEPT			COUNTY EXTENSION		
	1857 METRO SALES INC					
18	01-603-000-0000-6610		10,156.00	COPIER MPC4504-EXTENSION	INV576721	Capital - Over \$5,000 (Fixed Assets)

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 1 GENERAL REVENUE FUND

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
1857	METRO SALES INC		10,156.00	1 Transactions		
603	DEPT Total:		10,156.00	COUNTY EXTENSION	1 Vendors	1 Transactions
1	Fund Total:		19,249.49	GENERAL REVENUE FUND		13 Transactions



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3 ROAD & BRIDGE FUND

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
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
32875	HUTCHINSON UTILITIES COMMISSION					
33	03-340-000-0000-6253		87.95	ELECTRIC TEMP STORAGE	31021-045101	Electricity
34	03-340-000-0000-6255		31.50	GAS TEMP STORAGE	31021-045101	Natural Gas
32875	HUTCHINSON UTILITIES COMMISSION		119.45	2 Transactions		
1083	WEX BANK					
35	03-340-000-0000-6455		21.96	UNLEADED FUEL 07/01/2016 07/31/2016	46342789	Motor Fuels And Lubrication
36	03-340-000-0000-6455		81.50	UNLEADED FUEL 07/01/2016 07/31/2016	46342789	Motor Fuels And Lubrication
37	03-340-000-0000-6455		109.55	UNLEADED FUEL 07/01/2016 07/31/2016	46342789	Motor Fuels And Lubrication
38	03-340-000-0000-6455		64.40	UNLEADED FUEL 07/01/2016 07/31/2016	46342789	Motor Fuels And Lubrication
44	03-340-000-0000-6455		19.10-	MISC PEV PER REBATE 08/01/2016 08/31/2016	46342789	Motor Fuels And Lubrication
39	03-340-000-0000-6567		59.35	DIESEL FUEL 07/01/2016 07/31/2016	46342789	Diesel Fuel & Tax
40	03-340-000-0000-6567		88.33	DIESEL FUEL 07/01/2016 07/31/2016	46342789	Diesel Fuel & Tax
41	03-340-000-0000-6567		51.62	DIESEL FUEL 07/01/2016 07/31/2016	46342789	Diesel Fuel & Tax
42	03-340-000-0000-6567		107.63	DIESEL FUEL 07/01/2016 07/31/2016	46342789	Diesel Fuel & Tax
43	03-340-000-0000-6567		166.23	DIESEL FUEL 07/01/2016 07/31/2016	46342789	Diesel Fuel & Tax
1083	WEX BANK		731.47	10 Transactions		
340	DEPT Total:		850.92	HIGHWAY EQUIPMENT MAINTENANCE	2 Vendors	12 Transactions
3	Fund Total:		850.92	ROAD & BRIDGE FUND		12 Transactions

***** McLeod County IFS *****



POOL
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5 SOLID WASTE FUND

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
391	DEPT			SOLID WASTE TIP FEE		
11580	CENTURYLINK					
9	05-391-000-0000-6203		2.62	LONG DISTANCE	320439462	Communications
11580	CENTURYLINK		2.62	1 Transactions		
391	DEPT Total:		2.62	SOLID WASTE TIP FEE	1 Vendors	1 Transactions
393	DEPT			MATERIALS RECOVERY FACILITY		
11580	CENTURYLINK					
10	05-393-000-0000-6203		5.85	LONG DISTANCE	320439462	Communications
11580	CENTURYLINK		5.85	1 Transactions		
664	LENTSCH TRUCKING					
15	05-393-000-0000-6269		245.00	RECYCLABLES PICKED UP		Contracts
16	05-393-000-0000-6269		4,035.00	RECYCLED MATL SHIPPING		Contracts
17	05-393-000-0000-6269		70.00	PAPER DRIVE		Contracts
664	LENTSCH TRUCKING		4,350.00	3 Transactions		
4170	WASTE MANAGEMENT OF WI MN					
27	05-393-000-0000-6257		949.30	GLASS FIND DISPOSAL	13558-1702-2	Sewer, Water And Garbage Removal
45	05-393-000-0000-6257		2,697.72	RECYCLING RESIDUE GARBAGE	6940679-1593-4	Sewer, Water And Garbage Removal
4170	WASTE MANAGEMENT OF WI MN		3,647.02	2 Transactions		
393	DEPT Total:		8,002.87	MATERIALS RECOVERY FACILITY	3 Vendors	6 Transactions
397	DEPT			HOUSEHOLD HAZARDOUS WASTE		
11580	CENTURYLINK					
11	05-397-000-0000-6203		1.16	LONG DISTANCE	320439462	Communications
11580	CENTURYLINK		1.16	1 Transactions		
397	DEPT Total:		1.16	HOUSEHOLD HAZARDOUS WASTE	1 Vendors	1 Transactions
5	Fund Total:		8,006.65	SOLID WASTE FUND		8 Transactions

***** McLeod County IFS *****



POOL
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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
420	DEPT 11580 CENTURYLINK			INCOME MAINTENANCE		
12	11-420-600-0010-6203 11580 CENTURYLINK		117.25 117.25	LONG DISTANCE 1 Transactions	320439462	Communications/Postage
420	DEPT Total:		117.25	INCOME MAINTENANCE	1 Vendors	1 Transactions
430	DEPT 11580 CENTURYLINK			INDIVIDUAL AND FAMILY SOCIAL SERVI		
13	11-430-700-0010-6203 11580 CENTURYLINK		273.58 273.58	LONG DISTANCE 1 Transactions	320439462	Communications/Postage
430	DEPT Total:		273.58	INDIVIDUAL AND FAMILY SOCIAL SER	1 Vendors	1 Transactions
11	Fund Total:		390.83	HUMAN SERVICE FUND		2 Transactions

***** McLeod County IFS *****



POOL
8/5/16 1:47PM
20 COUNTY DITCH FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
669	DEPT			JUDICIAL DITCH #9 MCLEOD		
	3114 HOLGER OLSEN & SON INC					
14	20-669-000-0000-6302		9,081.04	JD 9 REPLACED TILE		Construction And Repairs
	3114 HOLGER OLSEN & SON INC		9,081.04	1 Transactions		
669	DEPT Total:		9,081.04	JUDICIAL DITCH #9 MCLEOD	1 Vendors	1 Transactions
20	Fund Total:		9,081.04	COUNTY DITCH FUND		1 Transactions

***** McLeod County IFS *****



POOL
8/5/16 1:47PM
25 SPECIAL REVENUE FUND

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
252	DEPT			JAIL CANTEEN ACCOUNT		
5771	NU-TELECOM					
25	25-252-000-0000-6460		108.87	CABLE	81807348	Jail Supplies
				08/01/2016 08/31/2016		
5771	NU-TELECOM		108.87		1 Transactions	
252	DEPT Total:		108.87	JAIL CANTEEN ACCOUNT	1 Vendors	1 Transactions
285	DEPT			E-911 SYSTEM MAINTENANCE - GRANT		
5771	NU-TELECOM					
23	25-285-000-0000-6203		588.30	587-0405 E-911	81808928	Communications - Telephone Equipment
				08/01/2016 08/31/2016		
5771	NU-TELECOM		588.30		1 Transactions	
285	DEPT Total:		588.30	E-911 SYSTEM MAINTENANCE - GRAN	1 Vendors	1 Transactions
807	DEPT			DESIGNATED FOR CAPITAL ASSETS		
2693	TECHNICAL SOLUTIONS OF MADISON LA					
26	25-807-000-0000-6610		300.00	TEST DAMAGED FIBER DUE TO JAIL	4989	Capital - Over \$5,000 (Fixed Assets)
					1 Transactions	
2693	TECHNICAL SOLUTIONS OF MADISON LA		300.00			
807	DEPT Total:		300.00	DESIGNATED FOR CAPITAL ASSETS	1 Vendors	1 Transactions
25	Fund Total:		997.17	SPECIAL REVENUE FUND		3 Transactions

***** McLeod County IFS *****



POOL
8/5/16 1:47PM
82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #
				On Behalf of Name
853 DEPT			LOCAL PUBLIC HEALTH GRANT	
718 BUERKLE/RHONDA				
1 82-853-000-0000-6121		1,344.00	LPHG GRANT TIME	Personnel Wages
3 82-853-000-0000-6203		22.95	LPHG COMMUNICATIONS	Communications
2 82-853-000-0000-6335		16.20	LPHG GRANT MILEAGE	Mileage Expense
4 82-853-000-0000-6336		10.72	LPHG LUNCH MEETING	Meals, Lodging, Parking & Miscellaneous
718 BUERKLE/RHONDA		1,393.87	4 Transactions	
853 DEPT Total:		1,393.87	LOCAL PUBLIC HEALTH GRANT	1 Vendors 4 Transactions
82 Fund Total:		1,393.87	COMMUNITY HEALTH SERVICE	4 Transactions

***** McLeod County IFS *****



POOL
8/5/16 1:47PM
86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
975	DEPT			DNR CLEARING ACCOUNT		
20	509 MINNESOTA DNR 86-975-000-0000-6850		293.50	DNR 07/26/2016 08/01/2016		Collections For Other Agencies
	509 MINNESOTA DNR		293.50		1 Transactions	
975	DEPT Total:		293.50	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT			GAME & FISH CLEARING ACCOUNT		
19	509 MINNESOTA DNR 86-976-000-0000-6850		22.00	G & F 07/26/2016 08/01/2016		Collections For Other Agencies
	509 MINNESOTA DNR		22.00		1 Transactions	
976	DEPT Total:		22.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		315.50	TRUST & AGENCY FUND		2 Transactions
	Final Total:		40,285.47	28 Vendors	45 Transactions	

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	19,249.49	GENERAL REVENUE FUND	
	3	850.92	ROAD & BRIDGE FUND	
	5	8,006.65	SOLID WASTE FUND	
	11	390.83	HUMAN SERVICE FUND	
	20	9,081.04	COUNTY DITCH FUND	
	25	997.17	SPECIAL REVENUE FUND	
	82	1,393.87	COMMUNITY HEALTH SERVICE	
	86	315.50	TRUST & AGENCY FUND	
	All Funds	40,285.47	Total	Approved by,
			
			

POOL
 8/8/16 2:12PM
 1 GENERAL REVENUE FUND

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
0	DEPT		...		
	3028 MINNESOTA CHILD SUPPORT PAYMENT				
3	01-000-000-0000-2056		317.48	CHILD SUPPORT 07/10/2016 07/23/2016	001124208702 Child Support Garnishment Payable
5	01-000-000-0000-2056		117.67	CHILD SUPPORT 07/10/2016 07/23/2016	001436294701 Child Support Garnishment Payable
2	01-000-000-0000-2056		257.96	CHILD SUPPORT 07/10/2016 07/23/2016	001447664801 Child Support Garnishment Payable
4	01-000-000-0000-2056		130.13	CHILD SUPPORT 07/10/2016 07/23/2016	001499730601 Child Support Garnishment Payable
6	01-000-000-0000-2056		148.59	CHILD SUPPORT 07/10/2016 07/23/2016	001527027301 Child Support Garnishment Payable
7	01-000-000-0000-2056		327.64	CHILD SUPPORT 07/10/2016 07/23/2016	001530953002 Child Support Garnishment Payable
	3028 MINNESOTA CHILD SUPPORT PAYMENT		1,299.47	6 Transactions	
0	DEPT Total:		1,299.47	...	1 Vendors 6 Transactions
1	Fund Total:		1,299.47	GENERAL REVENUE FUND	6 Transactions

POOL
 8/8/16 2:12PM
 3 ROAD & BRIDGE FUND

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>
					<u>On Behalf of Name</u>
0	DEPT		...		
	3328 GURSTEL CHARGO PA				
1	03-000-000-0000-2055		277.00	GARNISHMENT	683730 Garnishments Payable
				07/10/2016 07/23/2016	
	3328 GURSTEL CHARGO PA		277.00	1 Transactions	
0	DEPT Total:		277.00	...	1 Vendors 1 Transactions
3	Fund Total:		277.00	ROAD & BRIDGE FUND	1 Transactions

POOL
 8/8/16 2:12PM
 11 HUMAN SERVICE FUND

***** McLeod County IFS *****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
430	DEPT		INDIVIDUAL AND FAMILY SOCIAL SERVI		
	3028 MINNESOTA CHILD SUPPORT PAYMENT				
8	11- 430- 000- 0000- 2056		CHILD SUPPORT	001486828601	Child Support Garnishment Payable
		276.88	07/10/2016 07/23/2016		
	3028 MINNESOTA CHILD SUPPORT PAYMENT		1 Transactions		
		276.88			
430	DEPT Total:		INDIVIDUAL AND FAMILY SOCIAL SER	1 Vendors	1 Transactions
		276.88			
11	Fund Total:		HUMAN SERVICE FUND		1 Transactions
		276.88			
	Final Total:		3 Vendors	8 Transactions	
		1,853.35			

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	1,299.47	GENERAL REVENUE FUND
	3	277.00	ROAD & BRIDGE FUND
	11	276.88	HUMAN SERVICE FUND
All Funds		1,853.35	Total

Approved by,

.....

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**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>8/16/2016</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	<u>10:00 a.m.</u>
Amount of time needed:	_____	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Request approval of Mining Conditional Use Permit 16-17 applied for by Thomas and LaMae Maiers for continued excavation of gravel mining, to include crushing, stockpiling, and recycling of concrete and bituminous material within the existing surveyed area. The restoration will be used for wildlife purposes. This property is located in Section 30 of Collins Township.

JUSTIFICATION FOR MOTION:

The Collins Township Board recommended approval at their meeting on June 14, 2016. The Preston Lake Township Board has no opposition. The McLeod County Planning Commission recommended approval on July 27, 2016 with the following conditions:

- 1) A \$10,000 bond shall list both Preston Lake Township and Collins Township.
- 2) The hours of operation shall be 6:00 A.M to 8:00 P.M.
- 3) No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
- 4) All MPCA Permits shall be maintained.
- 5) All gravel pit conditions shall be adhered to, such as maintaining the haul route and applying appropriate dust control measures.
- 6) Applicant shall follow restoration plan with backsloping at a 4:1 grade.
- 7) Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.

CERTIFICATE OF SURVEY FOR TOM MAIERS



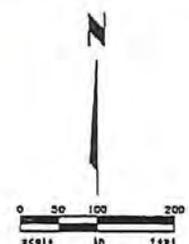
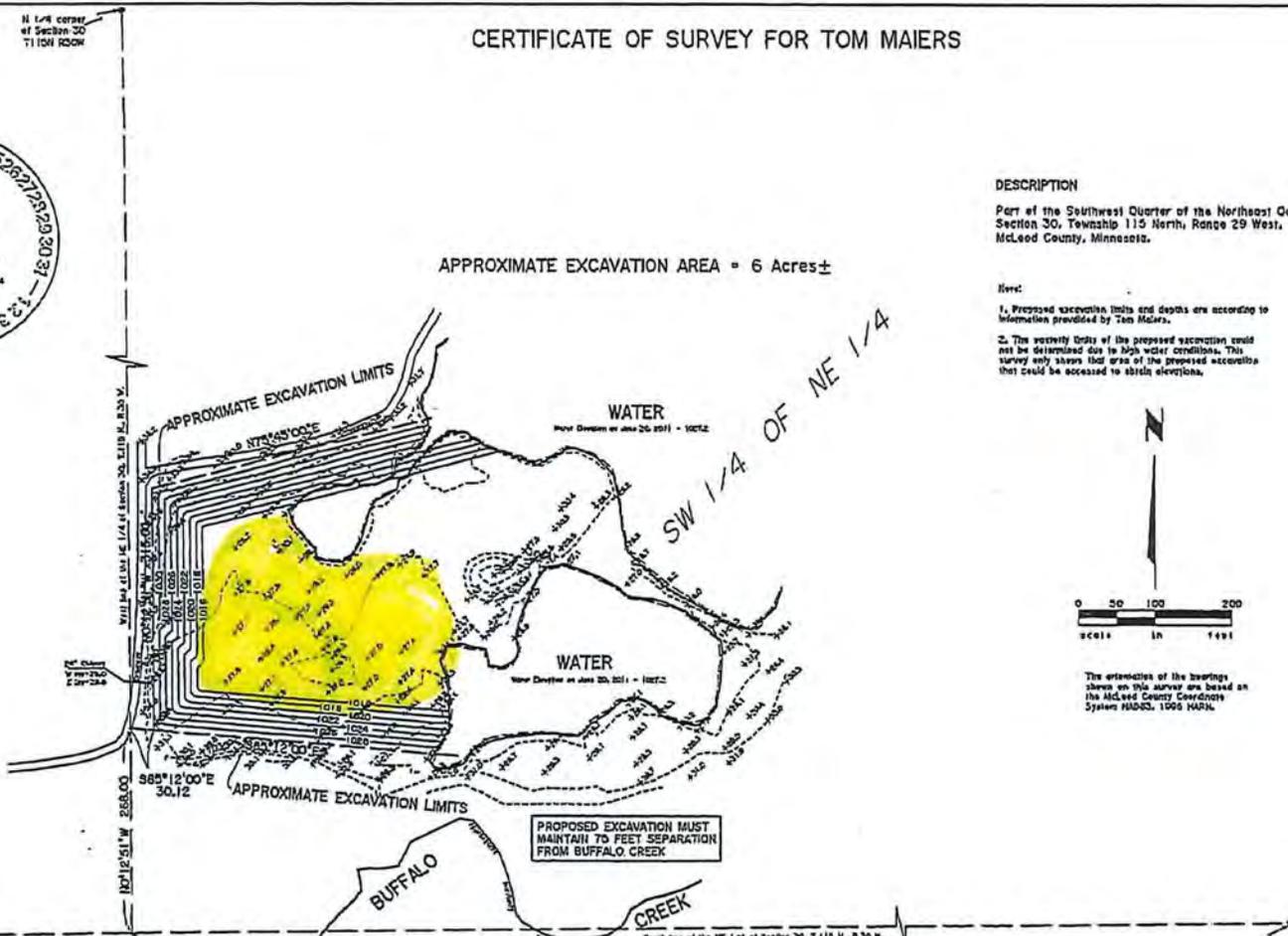
APPROXIMATE EXCAVATION AREA = 6 Acres ±

DESCRIPTION

Part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 115 North, Range 29 West, McLeod County, Minnesota.

Notes:

1. Proposed excavation limits and depths are according to information provided by Tom Maiers.
2. The velocity limits of the proposed excavation could not be determined due to high water conditions. This survey only shows that area of the proposed excavation that could be accessed to obtain elevations.



The orientation of the bearings shown on this survey are based on the McLeod County Coordinate System NAD83, 1005 MADS.

- 1000 --- Denotes existing contour line 10 feet contour interval
- 1025 --- Denotes existing spot elevation (elevation 1000 to spot elevations shown)
- 1025 --- Denotes proposed finished contour line 10 feet contour interval

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

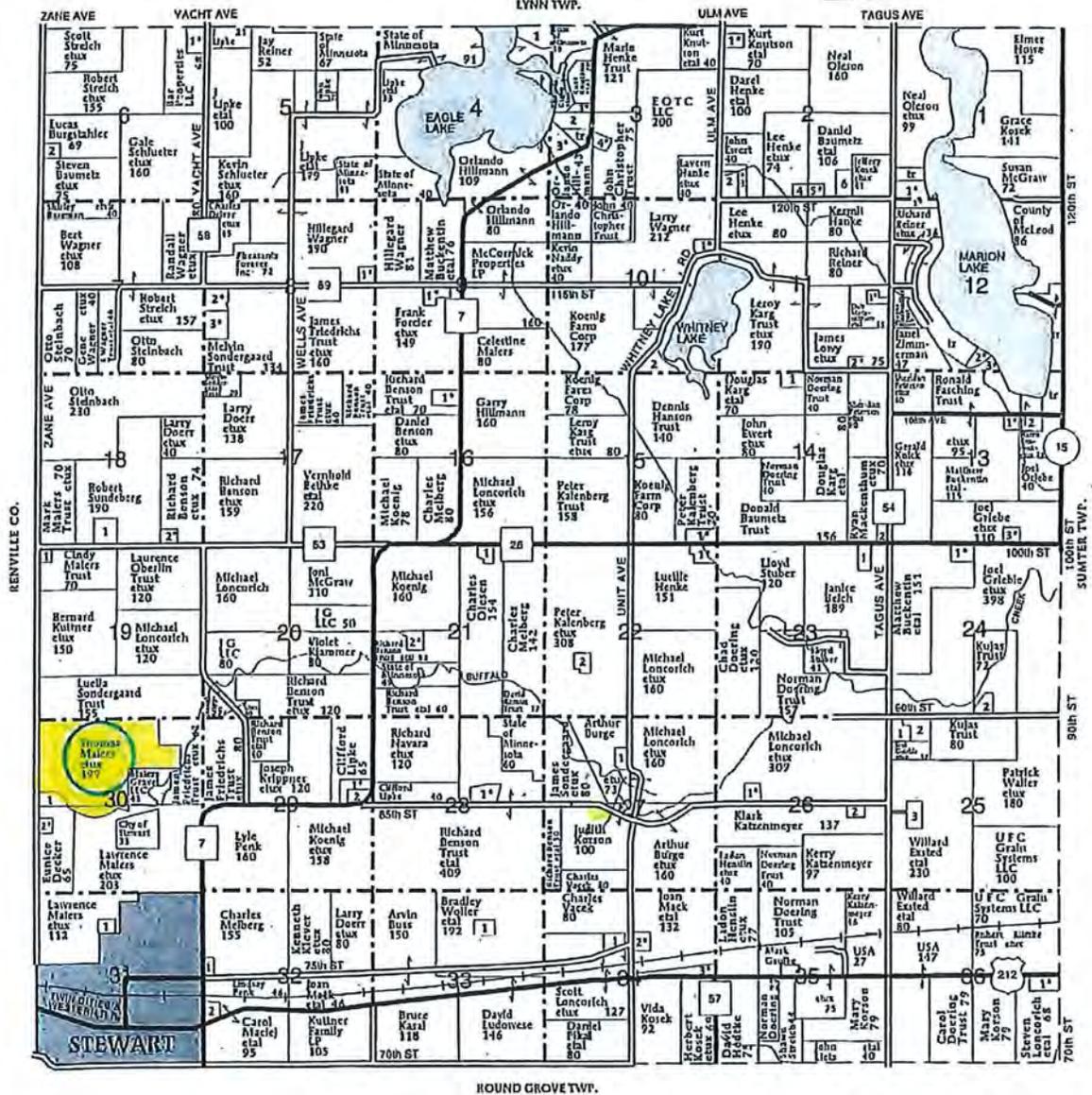
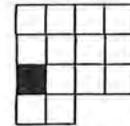
Jeffrey R. Kinnel
 Jeffrey R. Kinnel
 Date: June 23, 2011 L.S. No. 24577

PELLINEN LAND SURVEYING, INC
 P O Box 35
 Hutchinson, Minnesota 55350
 Phone (320) 587-4785
 Fax (320) 587-5782
 JOB NO 11000 BK P-386 Pg 5A

T-115-N

COLLINS PLAT

R-30-W



- COLLINS TOWNSHIP**
- SECTION 1**
1. Kosok, Jeffery 17
- SECTION 2**
1. Eldor, Jamie 6
2. Belker, Gordon 11
3. Belker, Gordon 10
4. Rickeman, Neil 6
5. Henke, Kevin 5
6. Polk, Kyle 11
- SECTION 3**
1. Asche, Gary 5
2. Willenisen, Christopher 13
3. Luohrer, Michael 15
4. Belker, John 5
- SECTION 4**
1. Bell, Pamela 13
- SECTION 5**
1. Dahman, Alan 12
2. Thunstrom, Sandra 6

- SECTION 6**
1. Wagner, Darrylo 8
2. Fredrickson, Alan 12
3. Strelch, Robert 14
- SECTION 9**
1. Krankl, Steven 11
- SECTION 10**
1. Johnson, Sharon 8
2. Hanson Trust, Dennis 11
- SECTION 11**
1. Trimbo, Roger 5
2. Crooks, Gary 5
- SECTION 12**
1. Kosek, Jeffery 9
2. Bentz, Konnell 6
3. Bentz, David 10
- SECTION 13**
1. Farenbaugh, Glenn 5
2. Brownson Rod & Gun Club 10

3. Wetz, Michael 6
- SECTION 14**
1. Schmidt, Jon 8
2. Shultz, Casey 10
- SECTION 15**
1. Schwarzko, Allen 10
- SECTION 16**
1. Maurer, Larry 10
- SECTION 18**
1. Fulkerson, Gwendolyn 10
2. Benson, Doyle 6
- SECTION 19**
1. Reed, Karl 5
- SECTION 21**
1. Loncorlich, Scott 6
2. Benson, David 8
- SECTION 22**
1. Klinkner, David 9
2. Siresman, Harold 7

- SECTION 23**
1. Hahn, Jonathan 7
- SECTION 24**
1. Buckenlin, Christopher 9
2. Vandorn, Michael 8
- SECTION 25**
1. Midwest Wireless Communication 11
2. Roosevelt Broadcasting Co 11
3. Kirchoff, Cassio 10
- SECTION 26**
1. Krzmarzick, Nathan 7
2. Woods, Mary 6
- SECTION 27**
1. Burge, Lyle 7
- SECTION 28**
1. Stellmach, William 11
- SECTION 29**
1. Vinkemeler, Wayne 10

2. Mahlow, Clarice 5
- SECTION 30**
1. Decker, Eunice 8
2. Haugon, Lawrence 5
- SECTION 31**
1. Form A Feed Inc 5
- SECTION 32**
1. Penk, Lindsay 5
2. Penk, Rose 5
- SECTION 33**
1. Woller, Bradley 8
- SECTION 34**
1. Doering, Alex 24
2. Schmid, Patrick 6
3. Strelch, Marjorie 6
- SECTION 36**
1. Duehn, David 10

McLeod County
Solid Waste Management and Abatement Facility License
Renewal Application
July 1, 2016 – June 30, 2017

Business Name: Waste Management Demolition Landfill
Business Address: 20849 York Rd- Hutchinson, MN 55350
Business Phone: 320-300-6005
Business Fax: 320-864-5505
Contact Person: Blair Nelson

1. Type of Facility: (check all that apply)

MSW Land Disposal Facility

Demolition Land Disposal Facility

Composting & Co-Composting Facility

_____ Recycling Facility

_____ Transfer Station Facility

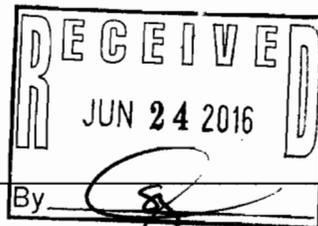
2. Fees: A facility license fee of \$500 per facility must be submitted with this application. Checks may be made payable to “McLeod County Treasurer”.
3. State Required Submittals: All submittals to the state as part of state permitting procedures shall also be submitted to the McLeod County Solid Waste Officer.
4. Insurance Requirements: Certificates of insurance issued by the insurers, duly licensed in the State, covering public liability insurance, including general liability, automobile liability, completed operations liability and bodily injury liability shall be furnished to the county as part of the application and continuation of coverage shall be furnished prior to the expiration of such insurance. In addition, evidence of worker’s compensation coverage shall be provided as part of the application.

5. Financial Assurance: If financial assurance is required by the state for your facility, issuance or renewal of any license shall be contingent upon the owner of the operation, the operator or both, providing financial assurance for the closure, post-closure maintenance and monitoring of the site or facility. Use of this financial assurance shall be limited to the site or facility for which it was provided. Documentation submitted with the application for approval by the County Board shall include funding procedures, a description of the funding method, the value of the funding and an inflation adjusted cost estimate which assess that the closure and post-closure activities at the site or facility take place. The amount of the financial assurance shall be equal to or exceed the total estimated post-closure costs specified in the approved post-closure plan. A copy of the information submitted to the state for financial assurance will satisfy this requirement.

Date of Application: 6-13-2016

Signature of Applicant: 

For County Use Only



Date Application Received:

Date Presented to County Board:

Date Approved:

County Board Signature:



Waste Management
P.O. Box 3027
Houston, TX 77253

Check No. 0012636787

For inquiries, please call 1-866-834-2080, option 4.

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
06/01/2016	2569-070116 **1702** <i>SPRUCE RIDGE</i>	500.00	0.00	500.00

Vendor Number
0000016290

Name
McLeod County Treasurer

Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
0012636787	06/21/2016	\$500.00	\$0.00	\$500.00

McLeod County
Solid Waste Management and Abatement Facility License
Renewal Application
July 1, 2016 – June 30, 2017

Business Name: Spruce Ridge Resource Management Facility
Business Address: 12755 137 th St- Glencoe , MN 55336
Business Phone: 320-300-6005
Business Fax: 320-864-5505
Contact Person: Blair Nelson

1. Type of Facility: (check all that apply)

MSW Land Disposal Facility

Demolition Land Disposal Facility

Composting & Co-Composting Facility

Recycling Facility

Transfer Station Facility

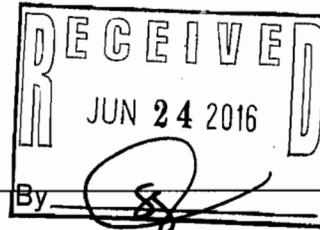
2. Fees: A facility license fee of \$500 per facility must be submitted with this application. Checks may be made payable to “McLeod County Treasurer”.
3. State Required Submittals: All submittals to the state as part of state permitting procedures shall also be submitted to the McLeod County Solid Waste Officer.
4. Insurance Requirements: Certificates of insurance issued by the insurers, duly licensed in the State, covering public liability insurance, including general liability, automobile liability, completed operations liability and bodily injury liability shall be furnished to the county as part of the application and continuation of coverage shall be furnished prior to the expiration of such insurance. In addition, evidence of worker’s compensation coverage shall be provided as part of the application.

5. Financial Assurance: If financial assurance is required by the state for your facility, issuance or renewal of any license shall be contingent upon the owner of the operation, the operator or both, providing financial assurance for the closure, post-closure maintenance and monitoring of the site or facility. Use of this financial assurance shall be limited to the site or facility for which it was provided. Documentation submitted with the application for approval by the County Board shall include funding procedures, a description of the funding method, the value of the funding and an inflation adjusted cost estimate which assess that the closure and post-closure activities at the site or facility take place. The amount of the financial assurance shall be equal to or exceed the total estimated post-closure costs specified in the approved post-closure plan. A copy of the information submitted to the state for financial assurance will satisfy this requirement.

Date of Application: 6-13-2016

Signature of Applicant: 

For County Use Only



Date Application Received:

Date Presented to County Board:

Date Approved:

County Board Signature:



Waste Management
P.O. Box 3027
Houston, TX 77253

Check No. 0012636786

For inquiries, please call 1-866-834-2080, option 4.

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
06/01/2016	1702-070116 **1702** <i>SPRUCE RIDGE</i>	500.00	0.00	500.00

Vendor Number
0000016290

Name
McLeod County Treasurer

Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
0012636786	06/21/2016	\$500.00	\$0.00	\$500.00

McLEOD COUNTY SOLID WASTE MANAGEMENT
BILLING INVOICE

TO: Spruce Ridge Resource Management Facility
12755 137th St.
Glencoe, MN 55336

Date: 7-7-2016
Invoice #: 3096

ITEM	RECEIVED		CHARGE		AMOUNT DUE
	#	LBS	#	LB	
Demo Land Disposal Facility	1		\$500		\$500.00
Recycling Facility	1		\$500		\$500.00

TOTAL AMOUNT DUE					\$1,000.00

Payments received 30 days after the date of this invoice, may be subject to a 12% processing fee.

MAIL PAYMENTS AND SUBMIT INVOICE TO:

McLeod County Solid Waste Management
1065 5th Avenue, SE
Hutchinson, MN 55350
Tel. (320) 484-4300

Make checks payable to: McLeod County Auditor-Treasurer

For Office Use Only

Date Received: 7-19-14

Amount Received: \$1000.⁰⁰

Received By: 

Account #: 05-391-5162



Waste Management
P.O. Box 3027
Houston, TX 77253

Check No. 0012669360

For inquiries, please call 1-866-834-2080, option 4.

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
07/01/2016	1702-070116 <i>*1702* FED EX 1702 SPRUCE RIDGE</i>	1,000.00	0.00	1,000.00

Vendor Number
0000016290

Name
McLeod County Treasurer

Check Number	Date	Total Amount	Discounts Taken	Total Paid Amount
0012669360	07/15/2016	\$1,000.00	\$0.00	\$1,000.00

2016-2017 SCHOOL HEALTH AGREEMENT

The McLeod County Public Health Nursing Service shall provide the services listed below to New Discoveries Montessori Academy, Hutchinson, Minnesota, for the academic school year of 2016-2017.

Recommended minimum weekly hours of service: 4

Nursing Services:

1. Provide services of a registered nurse, experienced in school health services, approximately 4 hours per week (assuming 38 weeks of service). A licensed school nurse will coordinate and supervise services provided.
2. Vision and Hearing Screening with referral/follow-up as needed.
3. Scoliosis screening with referral/follow-up as needed. This will be done in conjunction with physical education instructors.
4. Immunization record review.
5. Recording of necessary information on pupil health records
6. Train volunteers and school personnel to assist with the School Health Program. (The school will be expected to assist with recruitment of volunteers as needed).
7. Other Health Screenings (e.g. head lice, scabies).
8. Immunization Clinic coordination.
9. Assistance with Kindergarten Roundup.
10. Faculty/Staff In-Services.
11. Health counseling to individual student, parents, or faculty as requested or indicated.
12. Cooperation with school officials in follow-up/referral of students in other health-related services/agencies.
13. Consultation regarding school health policies, curriculum.
14. Participation in special needs students' evaluations and staffing's.
15. Participation in health education, class planning and presentations.
16. Consultation to arrange for treatment services, as needed, by high-risk medically fragile children.

School Responsibilities:

1. The School District will provide working space for the PHN within each school building. In each workspace, the school will provide a writing area and chair, access to a telephone, computer, school health supplies, equipment, forms and other resource material. The School District will provide appropriate space for the provision of student health screening services.
2. The school will provide clerical assistance related to the preparation of forms/reports as needed for school health services. This includes, but is not limited to, typing, labeling envelopes and photocopying.
3. The School must provide for emergency services, first aide, ill child supervision/arrangements and the administration of medications.

4. The School must arrange for additional nursing services for high-risk, medically fragile students (i.e. unstable diabetics, students requiring medical treatments, etc.). The nursing services required for this type of student cannot be provided with the hours established in this contract.
5. The School agrees that it will defend and indemnify and hold harmless the Public Health Nursing Service and McLeod County against any and all acts of school employees. The School agrees that McLeod County and the Public Health Nursing Service shall not be liable for medical services provided in the absence of the school nurse. The School further agrees that in order to protect itself as well as McLeod County under the indemnity agreement set forth above, the School will at all times during the term of the contract have and keep in force a general liability insurance policy in the amount of not less than one million and no/100 dollars (\$1,000,000).
6. The School provides assurances to Public Health Nursing Service that it will comply with Health Information Portability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - ◆ Appropriately safeguarded;
 - ◆ Any misuse of IIHI will be reported to the Public Health Nursing Service;
 - ◆ Secure satisfactory assurances from any subcontractor;
 - ◆ Grant individuals access and ability to amend their IIHI;
 - ◆ Make available an accounting of disclosures; release applicable records to the Department of Health if requested; and
 - ◆ Upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

Terms of Payment:

1. The School Health Services charge will be \$40.00 per hour of services provided during the 2016-2017 school year.
2. The McLeod County Public Health Nursing Service will bill for services in January 2017 and June 2017.
3. Travel time for each day is billed to each contract school on that day.
4. The School shall reimburse the Public Health Nursing Services for time spent by the school nurse at continuing educational activities or school nurse meetings. These activities are to be approved by the Public Health Nursing Director and billed to the contracted schools on a proportional basis.

This contract may be cancelled by the School District or the Nursing Service at any time, with or without cause, upon thirty (30) days written notice of the other party. In event of such a cancellation, the Nursing Service shall be entitled to payment, determined on a pro rated basis, for work or services satisfactorily performed.

David Komrad

07/19/16

Superintendent of School District

Date

McLeod County Board Chair

Date

Approved by Director of McLeod County
Public Health Nursing Service

Date

Approved as to form and execution:

McLeod County Attorney

Date

McLeod County Administrator

Date

2016-2017 SCHOOL HEALTH AGREEMENT

The McLeod County Public Health Nursing Service shall provide the services listed below to School District #424, Lester Prairie, Minnesota, for the academic school year of 2016-2017.

Recommended minimum weekly hours of service: 6.

Nursing Services:

1. Provide services of a registered nurse, experienced in school health services, approximately 6 hours per week (assuming 38 weeks of service). A licensed school nurse will coordinate and supervise services provided.
2. Vision and Hearing Screening with referral/follow-up as needed.
3. Scoliosis screening with referral/follow-up as needed. This will be done in conjunction with physical education instructors.
4. Immunization record review.
5. Recording of necessary information on pupil health records
6. Train volunteers and school personnel to assist with the School Health Program. (The school will be expected to assist with recruitment of volunteers as needed).
7. Other Health Screenings (e.g. head lice, scabies).
8. Immunization Clinic coordination.
9. Assistance with Kindergarten Roundup.
10. Faculty/Staff In-Services.
11. Health counseling to individual student, parents, or faculty as requested or indicated.
12. Cooperation with school officials in follow-up/referral of students in other health-related services/agencies.
13. Consultation regarding school health policies, curriculum.
14. Participation in special needs students' evaluations and staffing's.
15. Participation in health education, class planning and presentations.
16. Consultation to arrange for treatment services, as needed, by high-risk medically fragile children.

School Responsibilities:

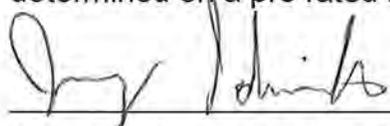
1. The School District will provide working space for the PHN within each school building. In each workspace, the school will provide a writing area and chair, access to a telephone, computer, school health supplies, equipment, forms and other resource material. The School District will provide appropriate space for the provision of student health screening services.
2. The school will provide clerical assistance related to the preparation of forms/reports as needed for school health services. This includes, but is not limited to, typing, labeling envelopes and photocopying.
3. The School must provide for emergency services, first aide, ill child supervision/arrangements and the administration of medications.

4. The School must arrange for additional nursing services for high-risk, medically fragile students (i.e. unstable diabetics, students requiring medical treatments, etc.). The nursing services required for this type of student cannot be provided with the hours established in this contract.
5. The School agrees that it will defend and indemnify and hold harmless the Public Health Nursing Service and McLeod County against any and all acts of school employees. The School agrees that McLeod County and the Public Health Nursing Service shall not be liable for medical services provided in the absence of the school nurse. The School further agrees that in order to protect itself as well as McLeod County under the indemnity agreement set forth above, the School will at all times during the term of the contract have and keep in force a general liability insurance policy in the amount of not less than one million and no/100 dollars (\$1,000,000).
6. The School provides assurances to Public Health Nursing Service that it will comply with Health Information Portability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:
 - ◆ Appropriately safeguarded;
 - ◆ Any misuse of IIHI will be reported to the Public Health Nursing Service;
 - ◆ Secure satisfactory assurances from any subcontractor;
 - ◆ Grant individuals access and ability to amend their IIHI;
 - ◆ Make available an accounting of disclosures; release applicable records to the Department of Health if requested; and
 - ◆ Upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

Terms of Payment:

1. The School Health Services charge will be \$40.00 per hour of services provided during the 2016-2017 school year.
2. The McLeod County Public Health Nursing Service will bill for services in January 2017 and June 2017.
3. Travel time for each day is billed to each contract school on that day.
4. The School shall reimburse the Public Health Nursing Services for time spent by the school nurse at continuing educational activities or school nurse meetings. These activities are to be approved by the Public Health Nursing Director and billed to the contracted schools on a proportional basis.

This contract may be cancelled by the School District or the Nursing Service at any time, with or without cause, upon thirty (30) days written notice of the other party. In event of such a cancellation, the Nursing Service shall be entitled to payment, determined on a pro rated basis, for work or services satisfactorily performed.



6-16-16

Superintendent of School District

Date

McLeod County Board Chair

Date

Approved by Director of McLeod County

Date

Public Health Nursing Service

Approved as to form and execution:

McLeod County Attorney

Date

McLeod County Administrator

Date

2016-2017 SCHOOL HEALTH AGREEMENT

The McLeod County Public Health Nursing Service shall provide the services listed below to New Century Academy, Hutchinson, Minnesota, for the academic school year of 2016-2017.

Recommended minimum weekly hours of service: 4

Nursing Services:

1. Provide services of a registered nurse, experienced in school health services, approximately 4 hours per week (assuming 38 weeks of service). A licensed school nurse will coordinate and supervise services provided.
2. Vision and Hearing Screening with referral/follow-up as needed.
3. Scoliosis screening with referral/follow-up as needed. This will be done in conjunction with physical education instructors.
4. Immunization record review.
5. Recording of necessary information on pupil health records
6. Train volunteers and school personnel to assist with the School Health Program. (The school will be expected to assist with recruitment of volunteers as needed).
7. Other Health Screenings (e.g. head lice, scabies).
8. Immunization Clinic coordination.
9. Assistance with Kindergarten Roundup.
10. Faculty/Staff In-Services.
11. Health counseling to individual student, parents, or faculty as requested or indicated.
12. Cooperation with school officials in follow-up/referral of students in other health-related services/agencies.
13. Consultation regarding school health policies, curriculum.
14. Participation in special needs students' evaluations and staffing's.
15. Participation in health education, class planning and presentations.
16. Consultation to arrange for treatment services, as needed, by high-risk medically fragile children.

School Responsibilities:

1. The School District will provide working space for the PHN within each school building. In each workspace, the school will provide a writing area and chair, access to a telephone, computer, school health supplies, equipment, forms and other resource material. The School District will provide appropriate space for the provision of student health screening services.
2. The school will provide clerical assistance related to the preparation of forms/reports as needed for school health services. This includes, but is not limited to, typing, labeling envelopes and photocopying.
3. The School must provide for emergency services, first aide, ill child supervision/arrangements and the administration of medications.

4. The School must arrange for additional nursing services for high-risk, medically fragile students (i.e. unstable diabetics, students requiring medical treatments, etc.). The nursing services required for this type of student cannot be provided with the hours established in this contract.
5. The School agrees that it will defend and indemnify and hold harmless the Public Health Nursing Service and McLeod County against any and all acts of school employees. The School agrees that McLeod County and the Public Health Nursing Service shall not be liable for medical services provided in the absence of the school nurse. The School further agrees that in order to protect itself as well as McLeod County under the indemnity agreement set forth above, the School will at all times during the term of the contract have and keep in force a general liability insurance policy in the amount of not less than one million and no/100 dollars (\$1,000,000).
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Terms of Payment:

1. The School Health Services charge will be \$40.00 per hour of services provided during the 2016-2017 school year.
2. The McLeod County Public Health Nursing Service will bill for services in January 2017 and June 2017.
3. Travel time for each day is billed to each contract school on that day.
4. The School shall reimburse the Public Health Nursing Services for time spent by the school nurse at continuing educational activities or school nurse meetings. These activities are to be approved by the Public Health Nursing Director and billed to the contracted schools on a proportional basis.

This contract may be cancelled by the School District or the Nursing Service at any time, with or without cause, upon thirty (30) days written notice of the other party. In event of such a cancellation, the Nursing Service shall be entitled to payment, determined on a pro rated basis, for work or services satisfactorily performed.

Superintendent of School District

Date

McLeod County Board Chair

Date

Approved by Director of McLeod County
Public Health Nursing Service

Date

Approved as to form and execution:

McLeod County Attorney

Date

McLeod County Administrator

Date



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER SHELDON NIES

4th District
Phone (320) 587-5117
1118 Jefferson Street South
Hutchinson, MN 55350
Sheldon.Nies@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

RESOLUTION 16-RB04-15-REV

ESTABLISHING COUNTY STATE AID HIGHWAY 25

WHEREAS, it appears to the County Board of McLeod County that the road hereinafter described should be designated County State Aid Highway under the provisions of Minnesota Law.

NOW THEREFORE, BE IT RESOLVED, by the County Board of McLeod County that the road described as follows, to-wit:

Beginning in McLeod County at a point on the centerline of Adams Street Northeast at the intersection of Washington Avenue East in Hutchinson, Minnesota, said point being 1,093 feet easterly of the South Corner of Section 31, Township 117 North, Range 29 West along the south line of said section; thence northeasterly 1,230 feet along the centerline of Adams Street Northeast to the centerline of Trunk Highway 7. This length being approximately 0.233 miles.

Shall be, and hereby is established, located, and designated a County State Aid Highway of said McLeod County, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the McLeod County Administrator is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for his consideration, and that upon his/her approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as a County State Aid Highway of the County of McLeod to be numbered and known as County State Aid Highway 25.

Adopted this 16th day of August, 2016.

McLeod County Board Chair

CERTIFICATION

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented and adopted by the McLeod County Board of Commissioners at a duly authorized meeting thereof, on the 16th day of August, 2016.

Patrick Melvin, County Administrator



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
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RESOLUTION 16-RB08-28 FOR SP 043-070-014, County Road Safety Plan Update MnDOT AGREEMENT 1026236

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of McLeod to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Chairman and the Administrator are hereby authorized and directed for and on behalf of the County of McLeod to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1002292", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Adopted this 16th day of August, 2016.

McLeod County Board Chair

CERTIFICATION

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented and adopted by the McLeod County Board of Commissioners at a duly authorized meeting thereof, on the 16th day of August, 2016.

Patrick Melvin, County Administrator

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
MCLEOD COUNTY

FOR FEDERAL PARTICIPATION IN COUNTY ROAD SAFETY PLAN UPDATES
FOR
S.P. 043-070-014; M.P. HSIP 8816(199)

Estimated amount Receivable \$20,000

This agreement is entered into by and between MCLEOD County ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and

MnDOT and the County are proposing a federal aid project to update the County's existing County Road Safety Plan, hereinafter referred to as the "Preliminary Engineering;" and

The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 043-070-014, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 8816(199); and

The County has expressed its willingness to reimburse the State its share of the costs of the local match for the federal aid project. Based on the amount of analysis needed for each County, the county will be responsible for the 20 percent local match; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project.

B. ELIGIBILITY / COSTS. The estimated total cost of the Preliminary Engineering is \$100,000.

1. It is anticipated that 80% (up to \$ 80,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and the County will pay the remaining 20% (\$20,000). The Counties will pay any part of the cost or expense of the work that the FHWA does not pay.
 2. Any costs incurred by the County prior to authorization of the Federal Funds, will not be eligible for federal participation.
 3. The County shall advance to the Commissioner of Transportation the County's total estimated cost share, upon receipt by the County of a written request from the State for the advancement of funds.
 4. Final Payment by the County.
 - a. Upon completion and acceptance of the preliminary engineering work and upon computation of the final amount due the State's consultant, the State shall prepare a Final SCHEDULE and submit a copy to the County.
 - b. The Final SCHEDULE will be based on final total cost of the contract between the Preliminary Engineering consultant and MnDOT and will include all County cost participation.
 - c. If the final cost of the County participation covered under this Agreement exceeds the amount of funds advanced by the County, the County shall, upon receipt of a request from the State, promptly pay the difference to the State without interest.
 - d. If the final cost of the County participation covered under this Agreement is less than the amount of funds advanced by the County, the State shall promptly return the balance to the County without interest.
- C. The County will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project for the work done by the consultant related to the specific county and to supervise and direct the work performed by the consultant related to the specific county. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation, nor can they be used to cover the county's local share of the project. The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

D. LIMITATIONS.

1. The County will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
-

2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES.
 1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
 2. MnDOT will let and hold the contract to provide to Preliminary Engineering services for the project. MnDOT will comply with all state and federal regulations related to the hiring of a consultant to perform the County Road Safety Plan update.
 3. MnDOT will make all payments to the consultant with the federal funds and funds prepaid by the counties involved in the project.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The County authorized representative is John Brunkhorst, McLeod County Engineer, 1400 Adams Street SE, Hutchinson, MN 55350, phone 320-484-4321, or his successor.
 - B. MnDOT's authorized representative is Sulmaan Khan, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651-366-3829, or his successor.
- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.
-

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

COUNTY

County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director, _____
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Contract for Services

This contract agreement (Agreement) is between Metropolitan Area Agency on Aging, Inc. (Agency) and McLeod County Public Health (Contractor).

I. Purpose and Scope

Agency is leading a collaborative initiative, Healthy Living as You Age, in partnership with the regional Area Agencies on Aging in Minnesota to increase evidence-based health promotion (EBHP) workshops across the state, primarily, but not exclusively for older adult participants. The Agency desires to enter into partnerships for the purchase of EBHP workshops from qualified contractors across a defined set of ten (10) programs, which are outlined in Attachment A, Program Descriptions. These programs help older adults maintain confidence about living independently and help them improve their overall health.

Agency received a multi-year grant from a private foundation to purchase workshops; to create a management services infrastructure that supports contractors and other partners; and to implement a network business model that will sustain services into the future.

II. Obligations of the Contractor

- a. Maintain general liability insurance and workers compensation benefits per Minnesota statute.
- b. Follow all applicable state and federal laws including the Minnesota Data Practices Act and the Health Insurance Portability and Accountability Act (HIPAA) to safeguard and otherwise protect identifying and protected health information (PHI) of workshop participants.
- c. Contractor will collaborate with Agency and with their respective Area Agency to encourage referrals from healthcare providers and other organizations, and will support efforts to secure future reimbursement from health plans and other payers.

III. Deliverables

- a. Contractor will provide the workshops as described in Attachment B, Planning Worksheet.
- b. Contractor should have at least eight (8) participants registered for any one program to qualify for reimbursement, with exceptions to be negotiated between Agency and Contractor upon request.
 - a. In order for participants to qualify as completers, they must complete at least 2/3 of all classes scheduled. See Attachment C, Workshop Completion Requirements for a full list of workshop requirements.

- d. Contractor must submit the documents noted below within two (2) weeks of workshop completion. Contractor will not receive payment until documents are received. Documents must be submitted by a secure means: encrypted email, fax, U.S. mail.
 - i. Submit the following to Agency:
 1. Request for Payment form
 2. Copy of participant attendance form
 - ii. Submit to following to the Minnesota River Area Agency on Aging, attn.: Lynn Buckley at lbuckley@mnraaa.org:
 1. Class Notification Form
 2. Completed Pre-Survey for all participants
 3. Participant attendance form
 4. Completed Post-Survey for all participants

IV. Term

- a. The term of this agreement will commence on July 6, 2016 and continue until November 15, 2017.

V. Payment

- a. Upon fulfillment of the activities, deliverables, and other requirements of this agreement, Agency will pay to the Contractor \$125.00 for each participant that completes the workshop, up to a maximum of fifteen (15) participants per workshop. Payment is contingent on the individuals completing the workshop as defined in Attachment C, Workshop Completion Requirements.
- b. Requests for payment can be sent upon the completion of each workshop series, or batched for multiple workshops on the same request form.
- c. Request for payment is due no later than thirty (30) days after completion of the workshop. Payment will be mailed within fifteen (15) days after request is received.

VI. Relationship of Parties

- a. It is understood by the parties that the Contractor is not an agent or employee of Agency for any purpose whatsoever, but is an independent Contractor. Nothing will authorize the Contractor to act as an agent or employee for Agency or to conduct business in the name of or on the account of Agency.

VII. Indemnification

- a. Each party will mutually indemnify and hold harmless each other, its officers, directors, agents and employees from and against any and all claims, demands, or causes of action arising out of or resulting from any breach of this Agreement by

or tortious or unlawful acts of the other party and its officers, directors, agents, and employees in the performance of its duties pursuant to this Agreement. The party seeking indemnification must notify the other party immediately of any lawsuits, claims, or demands for which the party seeking indemnification is responsible, and will give that other party the opportunity to arrange and direct the defense of the case and provide all necessary information and assistance for such defense. This provision will survive termination of this Agreement.

VIII. Confidentiality

- a. The Contractor agrees to not use for its own purposes or those of others, any information which is disclosed by Agency or generated by the Contractor during the performance of this agreement if such information is not generally known to the public. These obligations of confidentiality will remain in effect as information remains unknown to the public and will survive the termination of this Agreement.

IX. Termination

- a. The agreement may be cancelled by either party at any time, with or without cause, upon 30 days written notice to the other party.
- b. If a workshop is cancelled, no payment will be made to the Contractor.
- c. Agreement may be terminated upon thirty (30) days written notice if Agency deems the Contractor's performance under Agreement to be inadequate and, in the opinion of Agency, Contractor fails to correct this inadequate performance within thirty (30) days after the Contractor receives written notice specifying the inadequacy.

X. Ownership of Ideas, Etc.

- a. Any and all products and ideas relating to the Contractor's activities for the Agency pursuant to this Agreement conceived or reduced to practice by the Contractor during the performance of this Agreement, will be immediately reported to the Agency and shall be the exclusive property of the Agency.

XI. Entire Agreement

- a. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreement between the parties.

XII. Severability

- a. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

XIII. Waiver of Contractual Right

- a. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV. Amendment

- a. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

XV. Assignment

- a. The Contractor may not assign its rights; delegate its responsibilities, or subcontract under this agreement without written consent of Agency. Agency will only make payments to Contractor, and not the subcontractor.

XVI. Applicable Law

- a. This Agreement will be governed by laws of the state of Minnesota.

XVII. Notice

- a. Any notice required will be in writing and be delivered or sent to this address:

If to the Contractor: Renee Kotlarz
Public Health Nurse
McLeod County Public Health
1806 Ford Ave Suite 200
Glencoe, MN 55336

If to the Agency: Dawn Simonson
Executive Director
Metropolitan Area Agency on Aging
2365 N. McKnight Road
N. St. Paul, MN 55109

The undersigned agree to the terms of this agreement.

Metropolitan Area Agency on Aging

McLeod County Public Health

Signature

Signature

Dawn Simonson

Print Name

Print Name

Executive Director

Title

Title

Date

Date

Healthy Living

AS YOU AGE

Program Descriptions

FALLS PREVENTION

A Matter of Balance

A Matter of Balance emphasizes practical strategies to reduce fear of falling and increase activity levels. Participants learn to view falls and fear of falling as controllable, set realistic goals to increase activity, change their environment to reduce fall risk factors, and exercise to increase strength and balance. Learn more at <http://www.mainehealth.org/mob>.

Stay Active and Independent for Life (SAIL)

SAIL is a strength, balance and fitness program for adults. This workshop is designed to reduce the risk of falling by teaching participants how to perform exercises that improve strength, balance and fitness. Learn more at <http://1.usa.gov/1FOILJ>.

Stepping On

Stepping On offers people a way of reducing falls and at the same time increasing self confidence in situations where they are at risk of falling. It covers a range of issues, including falls and risk, strength and balance exercises, home hazards, safe footwear, vision and falls, safety in public places, community mobility, coping after a fall, and how to initiate a medication review. Learn more at <http://www.steppingon.com/>.

Tai Ji Quan: Moving for Better Balance

This program aims to help older adults improve their balance and reduce the likelihood of falling. Participants learn balance skills, good body alignment, and coordinated Tai Ji movements. Learn more at <http://tjqmbb.org/>.

CHRONIC DISEASE MANAGEMENT

Living well with Chronic Conditions/Chronic Disease Self-Management (CDSMP)

This program is designed to help participants deal with chronic conditions. Topics include: techniques to deal with frustration, fatigue, pain and isolation, appropriate exercise for maintaining and improving strength, flexibility, and endurance, appropriate use of medications, communicating effectively with family, friends, and health professionals, nutrition, and how to evaluate new treatments. Learn more at <http://stanford.io/18D8GUE>.

CHRONIC DISEASE MANAGEMENT

Tomando Control de su Salud (Spanish CDSMP)

This is the Spanish version of CDSMP. Topics include: healthy eating, appropriate exercise for maintaining and improving strength, flexibility, and endurance, managing depression, appropriate use of medications, communicating effectively with family, friends, and health professionals, relaxation techniques, and appropriate use of the health care system. Learn more at <http://stanford.io/299xtmp>.

Arthritis Foundation Exercise Program (AFEP)

AFEP is a community-based recreational exercise program developed by the Arthritis Foundation. Trained AFEP instructors cover a variety of range-of-motion and endurance-building activities, relaxation techniques, and health education topics. The program's demonstrated benefits include improved functional ability, decreased depression, and increased confidence. Classes typically meet two or three times per week for an hour. To find out about availability in your area, locate your state arthritis program.

Chronic Pain Self-Management Program (CDSMP)

Chronic Pain Self-Management is designed for people who have a diagnosis of chronic pain and ideas for how to deal with their symptoms. Topics include: techniques to deal with frustration, fatigue, isolation, and poor sleep, appropriate exercise for maintaining and improving strength, appropriate use of medications, communicating effectively with family, friends, and health professionals, nutrition, pacing activity and rest, and how to evaluate new treatments. Learn more at <http://stanford.io/1xL5kXf>.

DIABETES PREVENTION & MANAGEMENT

Living well with Diabetes/Diabetes Self-Management Program (DSMP)

This program is designed for people with type 2 diabetes and how to live well. Topics include: techniques to deal with the symptoms of diabetes, fatigue, pain, hyper/hypoglycemia, stress, depression, anger, fear and frustration; appropriate exercise for maintaining and improving strength and endurance; healthy eating, appropriate use of medication; and working with health care providers. Learn more at <http://stanford.io/1B7Ri4a>.

ICAN Prevent Diabetes/National Diabetes Prevention Program (NDPP)

ICAN Prevent Diabetes is a collaborative, community-based, lifestyle change program designed for people with pre-diabetes. The topics include tips on eating healthier, reducing stress, and getting more physical activity to become a healthier you. Learn more at <http://icanpreventdiabetes.org/>



Planning Worksheet

Organization _____ Contact Name _____

Email _____ Phone _____

Address _____ City, State _____ Zip _____

Workshops the organization will offer:

**Fall 2016
 Sept. 1 – Nov. 30**

# of workshops	Workshop start date*	Workshop location*	Leaders to be trained
----------------	----------------------	--------------------	-----------------------

FALLS PREVENTION			
A Matter of Balance			
Stay Active and Independent for Life (SAIL)			
Stepping On			
Tai Ji Quan: Moving for Better Balance			
CHRONIC DISEASE MANAGEMENT			
Living well with Chronic Conditions/Chronic Disease Self-Management Program (CDSMP)			
Tomando Control de su Salud (Spanish CDSMP)			
Arthritis Foundation Exercise Program (AFEP)			
Chronic Pain Self-Management Program (CPSMP)			
DIABETES PREVENTION AND MANAGEMENT			
Living well with Diabetes/Diabetes Self-Management Program (DSMP)			
ICAN Prevent Diabetes/National Diabetes Prevention Program (NDPP)			

*For multiple workshops, provide date/location detail on page 2.

Email completed form to
Lynn Buckley at lbuckley@mnraaa.org



Workshop Completion Qualifications		
Workshop	Number to Qualify as a Completer	Total Number of classes
Falls Prevention		
A Matter of Balance	5	8
Stay Active and Independent for Life (SAIL)	16	24
Stepping On	5	7
Tai Ji Quan: Moving for Better Balance	16	24
Chronic Disease Management		
Living Well with Chronic Conditions/Chronic Disease Self-Management Program (CDSMP)	4	6
Tomando Control de su Salud (Spanish CDSMP)	4	6
Arthritis Foundation Exercise Program (AFEP)	10	16
Chronic Pain Self-Management Program	4	6
Diabetes Prevention and Management		
Living Well with Diabetes/Diabetes Self-Management Program (DSMP)	4	6
ICAN Prevent Diabetes/National Diabetes Prevention Program (NDPP)	11	16

*SAIL is offered three times each week, while AFEP is offered twice a week and is ongoing. For reimbursement, the timeframe for each is 8 weeks for each attendance period.



3300 West Camelback Road, Phoenix, Arizona 85017 602.639.7500 Toll Free 800.800.9776 www.gcu.edu

Memorandum of Understanding between

McLeod County Public Health

(referred to as "facility")

and

Grand Canyon Education, Inc., (d/b/a Grand Canyon University)

(referred to as "GCU")

The purpose of this Memorandum of Understanding is to confirm the arrangement for Grand Canyon University College of Nursing and Health Care Professions student, Beth Jerabek, (referred to as "student") and qualified representative of facility, Jennifer Hauser, (referred to as "preceptor/mentor") to work collaboratively to fulfill the clinical/practicum/practice immersion experience (referred to as "field experience").

The time periods will be mutually arranged and agreed upon by the preceptor/mentor and the student within the field experience course dates.

GCU assures that the student is:

- 1) Expected to respect and perform within facility policies;
- 2) Licensed in the state in which they are doing the field experience (if applicable)

Facility, preceptor/mentor and GCU agree to mutually:

- 1) Arrange schedules for learning activities;
- 2) Select appropriate learning activities consistent with field experience objectives and experiences the facility can provide.
- 3) Determine student progress and benefit from learning experiences.

While student is at facility, GCU:

- 1) Expects student to be regarded as volunteers who are not eligible for compensation, fringe benefits, and workman's compensation for this experience.
- 2) Regards the student as being accountable for their actions.
- 3) Expects facility to consider the student as part of the covered work force for Protected Health Information (PHI) under the Health Insurance Portability Accountability Act (HIPAA). The student has also signed a form indicating their compliance with the Health Insurance Portability Accountability Act (HIPAA).
- 4) Assumes that the facility maintains ultimate accountability and responsibility for the student/client and the service(s) being delivered to him/her.

(Memorandum of Understanding continues on following page.)

The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

This Memorandum of Understanding serves as a statement of the current arrangement. Should GCU students continue to utilize the facility, both parties should consider a more formal agreement.

FACILITY:

Address: McLeod County Public Health
1805 Ford Ave N Suite 200
Glencoe, MN 55336

Name:
Phone:
Email:

GCU:

GRAND CANYON UNIVERSITY
3300 W. Camelback Road
Phoenix, AZ 85017
ATTN: CONHCP – OFE
602-639-8401

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon completion of the field experience course.

FACILITY:

By: _____
Title: _____
Date: _____

GCU:

By: _____
Title: Dr. Melanie Logue, Dean CONHCP
Date: _____



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER SHELDON NIES

4th District
Phone (320) 587-5117
1118 Jefferson Street South
Hutchinson, MN 55350
Sheldon.Nies@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

RESOLUTION 16-CB-29

A RESOLUTION OF SUPPORT FOR THE LEGACY GRANT APPLICATION FOR THE DAKOTA RAIL TRAIL

WHEREAS, McLeod County supports the grant application made to the Greater Minnesota Regional Parks and Trails Commission for the Parks and Trails Legacy Grant Program. The Dakota Rail Trail grant application is for the construction of 18 miles of paved, multi-use trail between the McLeod/Carver County line and the City of Hutchinson in McLeod County along the Dakota Rail corridor.

NOW, THEREFORE, BE IT RESOLVED, that if McLeod County is awarded a grant by the Greater Minnesota Parks and Trails Commission, McLeod County agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. McLeod County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and;

BE IT FURTHER RESOLVED, McLeod County names the fiscal agent for McLeod County for this project as:

Cindy Schultz
Auditor/Treasurer
McLeod County
2391 Hennepin Avenue N.
Glencoe, MN 55336

BE IT FURTHER RESOLVED, McLeod County hereby assures the Dakota Rail Trail will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE MCLEOD COUNTY BOARD OF COMMISSIONERS THIS 16th DAY OF AUGUST, 2016.

McLeod County Board Chair

CERTIFICATION

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented and adopted by the McLeod County Board of Commissioners at a duly authorized meeting thereof, on the 16th day of August, 2016.

Patrick Melvin, County Administrator

August 1, 2016

Mr. Al Koglin
Park Superintendent
McLeod County
830 E. 11th Street
Glencoe, MN 55336

RE: Support for the Dakota Rail Trail Project

Dear Mr. Koglin,

The City of Hutchinson supports McLeod County's application for the Parks and Trails Legacy Fund to develop the Dakota Rail Trail from the McLeod/Carver County line to the City of Hutchinson, a distance of 18-miles.

The Dakota Rail Trail will become a critical link in McLeod County's trail system because it will provide off-road connections between several communities across the county and it will connect with the Luce-Line State Trail in Hutchinson to provide additional opportunities for residents and visitors to recreate and commute.

West of McLeod County, the Dakota Rail Trail crosses Carver County and Hennepin County and is one of the most popular trails in the region, with over 573,000 annual visits. The McLeod County connection to the Carver County segment will allow thousands of users to continue traveling on the trail across McLeod County, generating more tourism revenue for the cities of Lester Prairie, Silver Lake and Hutchinson.

The Dakota Rail Trail will be the longest paved trail in McLeod County. This will provide opportunities for residents to commute to work and bike, walk or run for exercise. The health benefits of the trail will be realized in all connecting communities and across the county.

Thank you for the opportunity to express support for McLeod County's plan to develop the Dakota Rail Trail.

Sincerely,

August 1, 2016

Mr. Al Koglin
Park Superintendent
McLeod County
830 E. 11th Street
Glencoe, MN 55336

RE: Support for the Dakota Rail Trail Project

Dear Mr. Koglin,

The City of Lester Prairie supports McLeod County's application for the Parks and Trails Legacy Fund to develop the Dakota Rail Trail from the McLeod/Carver County line to the City of Hutchinson, a distance of 18-miles.

The Dakota Rail Trail will become a critical link in McLeod County's trail system because it will provide off-road connections between several communities across the county and it will connect with the Luce-Line State Trail in Hutchinson to provide additional opportunities for residents and visitors to recreate and commute.

West of McLeod County, the Dakota Rail Trail crosses Carver County and Hennepin County and is one of the most popular trails in the region, with over 573,000 annual visits. The McLeod County connection to the Carver County segment will allow thousands of users to continue traveling on the trail across McLeod County, generating more tourism revenue for the cities of Lester Prairie, Silver Lake and Hutchinson.

Residents of Lester Prairie are already enjoying the benefits of the Dakota Rail Trail in Carver County and have access to the trail along a temporary gravel trail connection. Paving the trail east of Lester Prairie will provide a better connection for residents and visitors alike. And, extending the trail west to Hutchinson will benefit many more residents in McLeod County.

Thank you for the opportunity to express support for McLeod County's plan to develop the Dakota Rail Trail.

Sincerely,

August 1, 2016

Mr. Al Koglin
Park Superintendent
McLeod County
830 E. 11th Street
Glencoe, MN 55336

RE: Support for the Dakota Rail Trail Project

Dear Mr. Koglin,

The City of Silver Lake supports McLeod County's application for the Parks and Trails Legacy Fund to develop the Dakota Rail Trail from the McLeod/Carver County line to the City of Hutchinson, a distance of 18-miles.

Silver Lake is excited about developing the Dakota Rail Trail because it will provide a new recreation opportunity for residents who live in town and in the area around Silver Lake. The Dakota Rail Trail will become a critical link in McLeod County's trail system because it will provide off-road connections between several communities across the county and it will connect with the Luce-Line State Trail in Hutchinson to provide additional opportunities for residents and visitors to recreate and commute.

West of McLeod County, the Dakota Rail Trail crosses Carver County and Hennepin County and is one of the most popular trails in the region, with over 573,000 annual visits. The McLeod County connection to the Carver County segment will allow thousands of users to continue traveling on the trail across McLeod County, generating more tourism revenue for the cities of Lester Prairie, Silver Lake and Hutchinson.

Thank you for the opportunity to express support for McLeod County's plan to develop the Dakota Rail Trail.

Sincerely,

DAKOTA RAIL TRAIL ESTIMATED CONSTRUCTION COSTS (5/3/16)

LINE NO.	ITEM DESCRIPTION	UNIT	DAKOTA RAIL TRAIL		
			UNIT PRICE	EST QTY	AMOUNT
	CORRIDOR PREPARATION & MOBILIZATION				
	MOBILIZATION	LS	\$100,000.00	1	\$100,000.00
	TREE/BRUSH CLEARING (APPROX 5.00 ACRES)	LS	\$63,000.00	1	\$63,000.00
	GRADE AND COMPACT EXISTING AGGREGATE SURFACE (BLADE OFF 1" EXISTING MATERIAL)	RDST	\$100.00	739	\$73,900.00
	COMMON BORROW (LV)	CY	\$25.00	2000	\$50,000.00
	SOIL STERILANT	SY	\$1.10	114987	\$126,485.70
	SUBTOTAL				\$413,385.70
	DRAINAGE & STRUCTURES				
	DITCH GRADING	LF	\$8.00	13860	\$110,880.00
	CULVERT PIPE REPLACEMENT (24" RCP AVERAGE)	LF	\$50.00	1000	\$50,000.00
	BRIDGE REPLACEMENT-WEST OF CR 90 (14'x8' BOX CULVERT)	LS	\$250,000.00	1	\$250,000.00
	BRIDGE REPLACEMENT-WEST OF CSAH 15 (84" RCP)	LS	\$100,000.00	1	\$100,000.00
	SUBTOTAL				\$510,880.00
	PAVEMENT				
	AGGREGATE BASE CLASS 5 (CV) (P)	CY	\$30.00	10850	\$325,500.00
	TYPE SPWE/2300 WEARING COURSE MIXTURE-(2 1/2")	SY	\$12.00	82133	\$985,596.00
	6" CONCRETE WALK	SF	\$11.00	3100	\$34,100.00
	TRUNCATED DOMES	SF	\$40.00	500	\$20,000.00
	18" SOLID LINE WHITE-PAINT	LF	\$4.00	250	\$1,000.00
	4" BROKEN LINE YELLOW-PAINT	LF	\$0.50	73920	\$36,960.00
	SUBTOTAL				\$1,403,156.00
	RESTORATION				
	COMMON TOPSOIL BORROW (LV)	CY	\$28.00	10842	\$303,576.00
	SEEDING, HYDROSEED	ACRE	\$1,500.00	20	\$30,000.00
	SUBTOTAL				\$333,576.00
	ESTIMATED CONSTRUCTION COST (Hutchinson-Ranch Ave to Lester Prairie-CSAH 1) - Note A				\$2,660,997.70
	ESTIMATED CONSTRUCTION COST (Lester Prairie-CSAH 1 to Carver County Line) - Notes B, C & D				\$560,000.00
	TOTAL ESTIMATED CONSTRUCTION COST				\$3,220,997.70

NOTES:

- A) 1/4 MILE LENGTH USED FOR ESTIMATING PURPOSES
- B) 2 MILE LENGTH USED FOR ESTIMATING PURPOSES
- C) LESTER PRAIRIE SEGMENT (CSAH 1 TO CARVER COUNTY LINE) PREVIOUSLY ESTIMATED CONSTRUCTION COST OF \$560,000 (INCLUDES STRUCTURES)
- D) ESTIMATED COST OF BRIDGE REPLACEMENT EAST OF CSAH 9 (10'x6' BOX CULVERT) \$150,000

2016 Zuercher One User Conference Schedule

Wednesday, September 14

2:00pm - 5:00pm Registration
 Zuercher Office Open House (Shuttles will be available for pick up and drop off at the Convention Center)

5:00pm - 7:00pm Welcome Reception in the Exhibit Hall

Thursday, September 15

7:30am – 8:30am Registration
 Breakfast

8:30am – 9:30am Opening Session

9:30am – 10:00am Enjoy Refreshments and Snacks in our Exhibit Hall

10:00am - 11:00am Case Sealing, Redaction, and Expungement, Oh My! ☒
 Dynaforms and LETG's Latest Offerings are Dynamite! ☒
 INTERBADge General Session ☒
 One Team: One Implementation - What to Expect! ☒
 Real-time Inmate Tracking with Extend ☒
 Tools for Better Dispatching: Zuercher CAD and Mapping ☒
 When Minutes Matter: Using PulsePoint to Improve Community Response to Cardiac Arrest
 ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Zuercher Reporting: Basic Skills (Session will repeat) ☒ ☒ ☒ ☒ ☒
 Solutions Demonstration Theater: Zuercher Suite Overview ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒

11:15am - 12:15pm Civil Processes Done Your Way ☒
 Custom Forms and Modules – Back to the Basics (Session will repeat) ☒ ☒ ☒ ☒ ☒
 EmergiTech IP9-1-1 ☒
 LETG Roadmap and Zuercher Suite Upgrade Option ☒
 Where Are Your Inmates? ☒
 Working With Prosecutors ☒
 You Want to Track What? There's a Custom Field for That (Session will repeat) ☒ ☒ ☒ ☒ ☒

Sessions Legend: ☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

Zuercher Reporting: Basic Skills (Repeated from earlier) ☒ ☒ ☒ ☒ ☒
 Solutions Demonstration Theater: IQ Analytics ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

12:15pm - 1:15pm

Lunch

1:15pm - 2:15pm

Case Approval Process: Going with the Flow ☒
 EmergiTech IP9-1-1 Reporting ☒
 How to Implement Mobile CAD Enhancements ☒
 Post Implementation Support: Let's Keep In Touch ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Roundtable: LETG CAD ☒
 Roundtable: Zuercher Jail ☒
 You Want to Track What? There's a Custom Field for That (Repeated from earlier)
 ☒ ☒ ☒ ☒ ☒
 Zuercher Reporting: Optimize Your Workflow with Custom Dashboard Parts (Session will repeat)
 ☒ ☒ ☒ ☒ ☒
 Solutions Demonstration Theater: Zuercher Mapping ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

2:30pm - 3:30pm

The Best of Portal and Configuration ☒ ☒ ☒ ☒ ☒
 CAD in Real Life: Using the Dashboard and Reports to Improve Dispatching ☒
 Custom Forms and Modules – Digging Deeper ☒ ☒ ☒ ☒ ☒
 Getting the Most Out of Your Data Conversion: Creating a Successful Conversion ☒
 INTERCad General Session ☒
 Records Workflow: Real Life Stories ☒
 Roundtable: Zuercher Civil and Financial ☒
 What You Need to Know About Minnesota NIBRS ☒ ☒
 Solutions Demonstration Theater: Zuercher Suite Overview ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

3:30pm – 4:00pm

Enjoy Refreshments and Snacks in our Exhibit Hall

4:00pm - 5:00pm

EmergiTech Hosted: Answering Your Call for Help ☒
 Know Your Options: Zuercher CAD Paging ☒
 Make Zuercher Work For You: How Agencies Have Tailored Their Systems ☒
 New LETG Jail: What Can It Do? ☒

Sessions Legend: ☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

NG9-1-1: What Is It and Where Are We Going? ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Restricted: Using Sealing, Expungement and Redaction in Zuercher Jail ☒
 Roundtable: Zuercher Records ☒
 Zuercher Civil: Real Life Stories ☒
 Solutions Demonstration Theater: IQ Analytics ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒

5:00pm - 7:00pm Early Bird Dinner at Carnaval Brazilian Grill (Shuttles will pick up and drop off at the Convention Center)
 Happy Hour at Convention Center for Late Night Diners to Carnaval Brazilian Grill
 7:00pm – 9:00pm Late Night Dinner at Carnaval Brazilian Grill (Shuttles will pick up and drop off at the Convention Center)

Friday, September 16

7:30am - 8:30am Breakfast
 8:30am - 9:30am eCitations and Accident Reporting Update ☒
 EmergiTech IP9-1-1 Administration ☒
 Enhancing Property and Evidence Management ☒
 Roundtable: LETG Records ☒
 Roundtable: Zuercher CAD ☒
 Zuercher Managed Services: Protecting Your Investment ☒
 Zuercher Jail Dashboards and Reports Showcase ☒
 Zuercher Reporting: Optimize Your Workflow with Custom Dashboard Parts (Repeated from earlier) ☒ ☒ ☒ ☒ ☒
 Solutions Demonstration Theater: Zuercher Administration ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒
 9:30am – 10:00am Enjoy Refreshments and Snacks in our Exhibit Hall
 10:00am – 11:00am Big Data in Public Safety ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒
 Call 1-800-Investigative Leads! ☒
 Everything AVL ☒
 Get the Info Back Out: LETG Reports and Queries ☒
 Introduction to Mobile LE ☒
 Not Just Weekenders: When You Can Use Stay Schedules ☒
 Zuercher Financial Review ☒

Sessions Legend: ☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

Zuercher Powertools: Report Generator, Interface Builder and Event Transaction Logging

☒ ☒ ☒ ☒ ☒

Solutions Demonstration Theater: Zuercher Suite Overview ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

Hands-On Training Lab ☒ ☒ ☒ ☒ ☒ ☒ ☒

Walk-Up Demo Stations ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

Visit with Exhibitors ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒

11:00am - 12:00pm Closing Session
 Door Prize Drawing (must be present to win)
 Exhibit Hall Closed

Session Descriptions

This key is provided to help you identify which sessions may be most relevant to you.

- ☒ General Session (Recommended for any and all attendees)
- ☒ EmergiTech
- ☒ LETG
- ☒ Zuercher CAD & Mapping
- ☒ Zuercher Records
- ☒ Zuercher Jail
- ☒ Zuercher Civil & Financial
- ☒ Zuercher System Basics (Recommended for new users or anyone looking for a refresher)
- ☒ New or Considering Zuercher Suite (Recommended for anyone considering Zuercher Suite or not yet live)

The Best of Portal and Configuration

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics
 Is your agency using only one or two portal pages and not sure what else you could use? This session will provide ideas on how your agency and/or community may benefit from using more portal pages as well as the setup and configuration options you have when configuring your portal.

CAD in Real Life: Using the Dashboard and Reports to Improve Dispatching

☒ Zuercher CAD & Mapping
 In this session, Zuercher staff will present alongside existing Zuercher Suite customers to show you how dashboard parts, custom modules, and reports can be used in your dispatch center. Hear first-hand from someone who has made these tools a part of everyday operations to improve their dispatch center's performance.

Sessions Legend: ☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

Call 1-800-Investigative Leads!

☒ Zuercher Records

Investigative Leads is a tool that can be used to help manage and solve a case that is actively being worked by multiple people. Come learn more about our new Investigative Leads tool!

Case Approval Process: Going with the Flow

☒ Zuercher Records

Every agency is unique, and the case approval process is no exception. In this session we will dive deep into the tools and configurations Zuercher Suite offers to improve your agency's case approval. From officer assignment to task notifications, we will demonstrate how your agency will never have to worry about cases falling through the cracks.

Case Sealing, Redaction, and Expungement, Oh My!

☒ Zuercher Records

There are many ways to restrict access to accounts and remove information. Come see how recent enhancements offer solutions to your restriction needs. Learn how individual names can be expunged from case reports and determine which procedures work best for your agency. Learn how to use our new built-in redaction capabilities on your printouts.

Civil Processes Done Your Way

☒ Zuercher Civil & Financial

Zuercher Civil has become extremely flexible so that it can handle various states' methods for things like executions, property seizures, levies, and garnishments, and you may be able to take advantage of more of these configuration options than you think! Explore the flexibility and see if some of it might help you further automate your civil process.

Custom Forms and Modules – Back to the Basics

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics

If you're not using custom forms and modules, you're missing an incredible tool that helps you get even more from your system and wrap your software around the way you do business. In this session, we will walk you through the basics of building custom forms and modules and show how you can use these tools to support your agency's unique processes and information collection needs. If you're experienced with building custom forms and modules, we recommend attending 'Custom Forms and Modules – Digging Deeper' instead of this session.

Custom Forms and Modules – Digging Deeper

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics

Looking to take your custom forms and modules to the next level? Join us to learn about new and advanced features that make custom forms and modules even more flexible and powerful, like auto-sequencing and setting up a carefully tailored list screen that displays key info and exactly the filters and search fields you need. We recommend that you have previous experience building custom forms and modules or attend 'Custom Forms and Modules – Back to the Basics' prior to this session.

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Dynaforms and LETG's Latest Offerings are Dynamite!

▣ LETG

In this session, you'll get a look at the latest development items that are in the midst of being deployed or are near-ready for release, such as eDWI, MN Crash, and CodeRed. See one of our latest development efforts, Dynaforms 2.0, which has seen considerable deployment since the last time we met. We'll take an in-depth look into the ease of use and deployment of your custom forms.

eCitations and Accident Reporting Update

☒ Zuercher Records

See what new options are available for eCitations and Accident Reporting within Zuercher Extend. From small UI updates to new features, a lot has happened in Extend over the past year. Learn the latest and how your agency can use these enhancements.

EmergiTech Hosted: Answering Your Call for Help

☒ EmergiTech

Let us take your administrative headaches from you. By moving to EmergiTech's cloud, we can greatly reduce your need for hardware and network expertise. See how it is done.

EmergiTech IP9-1-1

☒ EmergiTech

EmergiTech IP9-1-1 continues to evolve to keep pace with the emerging NG911 industry. See the latest advancements in EmergiTech's 911 product offering.

EmergiTech IP9-1-1 Administration

☒ EmergiTech

From adding users and changing transfer button order to troubleshooting audio issues, rediscover what it takes to administer EmergiTech IP9-1-1.

EmergiTech IP9-1-1 Reporting

☒ EmergiTech

In this session, we will discuss the reporting requirements for EmergiTech IP9-1-1 and demonstrate our new reporting interface.

Enhancing Property and Evidence Management

☒ Zuercher Records

Zuercher continues to enhance the already robust Property and Evidence management system. From the simple, yet

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powerful evidence auditing features to custom barcode labels and forms, Zuercher Property and Evidence keeps getting even better!

Everything AVL

☒ Zuercher CAD & Mapping

If you currently have AVL and you're looking to get the most out of it or if you'd like to add AVL to Zuercher Suite, then this session is for you. We'll be reviewing the various methods for receiving AVL data, including supported devices and other hardware considerations. We'll also take a look at other features that can be used to get the most out of your AVL data including AVL playback and closest unit recommendation.

Get the Info Back Out: LETG Reports and Queries

☒ LETG

One of the most important parts of a records Management System is the ability to get out the information you need. We'll go over your options in LETG RMS, using both the Queries and the SSRS reports. Bring along (or even submit in advance) examples of information you routinely need to get out of your RMS. We will also discuss the importance of deciding what information you need to get out when making decisions about how information is put into the system.

Getting the Most Out of Your Data Conversion: Creating a Successful Conversion

☒ New or Considering Zuercher Suite

Maybe your agency has already decided to have us convert your legacy data converted into your Zuercher Suite system, or maybe you're considering Zuercher and data conversion is likely to be involved. We have the experience, processes, and tools to get it done right the first time (and only time!) so you don't have to think about it ever again. Learn from one of our experienced data conversion analysts about the overall data conversion process, expectations, how we make sure it's correct, and how your team can help.

How to Implement Mobile CAD Enhancements

☒ Zuercher CAD & Mapping

Do you want to use the recent Zuercher Mobile CAD enhancements, but are feeling unsure how to implement the changes? Or maybe you're not even sure what we've done to enhance the Zuercher Mobile CAD experience? Join us to learn how to set up and deploy a few Mobile CAD best practices, like creating a more useful and efficient screen layout, updating the look and feel, and selecting whether to roll out an agency standard or let users set up their personal preference.

INTERBADge General Session

☒ EmergiTech

INTERBADge agencies, come one, come all! This is a great opportunity to get your INTERBADge questions answered, learn shortcuts, and explore features.

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INTERCad General Session

☒ EmergiTech

From incident creation to closing the call, discover best practices within INTERCad and maintain your Geo File.

Introduction to Mobile LE

☒ EmergiTech

See the latest Rich Internet Application for law enforcement and how EmergiTech's hosted services can make mobile more affordable than ever before.

Know Your Options: Zuercher CAD Paging

☒ Zuercher CAD & Mapping

Did you know you can send pages from Zuercher CAD based on the CFS incident code or command? And that our paging offers a variety of ways to notify responders and other personnel of incidents, including pages, emails, and texts? In this session, we'll walk through several examples of how agencies are sending pages from Zuercher CAD.

LETG Roadmap and Zuercher Suite Upgrade Option

☒ LETG

This session is highly recommended for LETG customers. We will review what new items are on the development roadmap for the LETG products in the coming year. For anyone curious about upgrading to Zuercher Suite, we will also discuss what goes into that decision and what that process would look like for your agency.

Make Zuercher Work For You: How Agencies Have Tailored Their Systems

☒ New or Considering Zuercher Suite

This session will be an in-depth look at how agencies have Zuercher Suite's powerful tools to tailor their systems to their unique agency needs. We will have experienced Zuercher Suite super users show how they found a need in their agency and how they tailored Zuercher Suite to meet the need.

New LETG Jail: What Can It Do?

☒ LETG

Join this session showcasing the new LETG jail product, which has recently been deployed. With an enhanced classification system, post log and event scheduling, the new LETG Jail now offers even more configuration options and flexibility. You can also check out the newly designed Dashboard which will give agencies a whole new view into the jail operations. Come and see if your agency might be interested in this product.

Not Just Weekenders: When You Can Use Stay Schedules

☒ Zuercher Jail

Weekenders. Furloughs. Electronic monitoring. Drug court. If your agency struggles with tracking inmates as they come and go from your facility, don't miss this session. We'll focus on how using stay schedules can help your agency to keep

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better track of where the inmate is, when they're next expected to check in or out, and how much time they have served towards their sentence.

NG9-1-1: What Is It and Where Are We Going?

☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial

NG9-1-1: What does it mean? What is your biggest question? What are your challenges? How will you prepare? Join us for this interactive and insightful presentation on this hot topic and share your thoughts.

One Team: One Implementation - What to Expect!

☒ New or Considering Zuercher Suite

Come learn the Zuercher Suite Implementation Process from Kickoff to Go Live. During this session, we will discuss each phase of the project and the expectations from all parties involved in order for your agency to have a successful go live. Plus, hear real life experiences from an agency that has gone through this process.

Post Implementation Support: Let's Keep In Touch

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial
☒ Zuercher System Basics

We'll show you around in the new Salesforce Customer Service Portal, talk about best practices for submitting tickets to Support, how Client Relations fits in, and much more. We know that you're our best source for feedback on how we can help you get the most out of your software. We're excited to talk about how we can keep in touch!

Real-time Inmate Tracking with Extend

☒ Zuercher Jail

Put away the notepad, break away from the desktop, and track inmate activity with Zuercher Jail Extend. With Extend you can do your work on the move: see inmate locations, add activities, perform inmate checks, and update shift logs. You can stop using paper and step away from the desk using an iPad or Android device to make your updates in real-time into Zuercher Jail.

Records Workflow: Real Life Stories

☒ Zuercher Records

This session will focus on real life case management implementations. How are rules configured to make sure each person is notified when they need to be? What other methods can be utilized to make sure all the right people are seeing the case report when they should?

Restricted: Using Sealing, Expungement and Redaction in Zuercher Jail

☒ Zuercher Jail

As many states begin to expand record sealing and expungement, chances are your agency will see more requests to

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lock down booking records. Join us to review the new options Zuercher Jail now has for restricting inmate information, including the sealing of incident reports and hold reasons. We'll also explore the new charge expungement tool and preview the upcoming redaction feature.

Roundtable: LETG CAD

📍 LETG

Even long-term CAD users can benefit from a discussion of options in LETG CAD that sometimes don't get immediately implemented. Learn about features like 'hide available units,' along with setting up user-defined windows, benefits and uses of the command line, and how you can easily make the primary officer within CAD become automatically assigned as the owner in RMS (by agency).

Roundtable: LETG Records

📍 LETG

Your records management system is only as good as the information you capture and the consistency of that information. After a short presentation on the importance of capturing good data and enforcing consistent practices, all LETG customers are encouraged to participate in a round table discussion of their practices. Share ideas on what works at your agency and get ideas from others.

Roundtable: Zuercher CAD

📍 Zuercher CAD & Mapping

Got a question about your Zuercher CAD? Chances are, one of your peers from another agency has an answer. Attend this roundtable session to take advantage of the ideas and experiences of other conference attendees who use Zuercher CAD.

Roundtable: Zuercher Civil and Financial

📍 Zuercher Civil & Financial

Share successes, tips, and questions with others using Zuercher Civil and Zuercher Financial. Learn from other users of the software how they manage their system and offer advice and ideas. This session is a great opportunity for networking with others doing similar work using the same software. Learn from the experts: other software users!

Roundtable: Zuercher Jail

📍 Zuercher Jail

We expect quite a few Zuercher Jail users at Zuercher One, and this session is your opportunity to learn from them. Share ideas about what works for your agency (both software-related and otherwise!), share success stories, ask questions, discuss trends and how you're handling them.

Roundtable: Zuercher Records

📍 Zuercher Records

Zuercher Records can do a lot of things in a lot of different ways, and we often find that some agencies have dug in and

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configured their systems to meet needs and handle situations other agencies are still wondering about. Attend this session for an interactive discussion to learn from other agencies' expertise and share your own!

Tools for Better Dispatching: Zuercher CAD and Mapping

☒ Zuercher CAD & Mapping

Is your center using Zuercher CAD and Mapping to the fullest? We'll take a look at the newest features in Zuercher CAD and Mapping including Caller Location Query (CLQ), a new tool for improving wireless call location accuracy. We'll also highlight existing features that you maybe didn't know exist. You'll leave this session with new ideas for improving your dispatch center's performance.

What You Need to Know About Minnesota NIBRS

☒ LETG ☒ Zuercher Records

Minnesota began a project in 2015 to move to NIBRS crime reporting. A representative of the MN Bureau of Criminal Apprehension (BCA) will be on hand to give updates on the project and timelines, and we'll talk about what this means for your RMS.

When Minutes Matter: Using PulsePoint to Improve Community Response to Cardiac Arrest

☒ General ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics

What if someone on foot could be dispatched immediately to a sudden cardiac arrest, based on proximity to the incident? The PulsePoint app can instantly connect nearby citizen responders with cardiac arrest victims in real-time and also inform them of the location of AEDs. This new approach empowers CPR-trained citizens to improve patient outcomes by using their mobile phones just like a paramedic's radio.

Where Are Your Inmates?

☒ Zuercher Jail

Zuercher Jail offers a variety of tools your agency can use to keep tabs on where your inmates are, where they have been, and where they need to be. This session will provide an overview on several useful ways you can use dashboard parts and reports to help you stay up to date on movements in your facility.

Working With Prosecutors

☒ Zuercher Records

There are numerous ways Zuercher Suite can help you communicate with the prosecutors you work with. See which options are available within Zuercher Records and Zuercher Portal for sharing case information with your prosecutors, including the new web-based Attorney Case View. We'll also show how adding the Zuercher Prosecution product to your system can increase efficiency and give prosecutors access to more information.

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You Want to Track What? There's a Custom Field for That

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics
You've been asking, and we've been listening! Introducing Custom Fields, the ability to add your own fields to records throughout Zuercher Suite to track any additional information your agency needs. Come see an overview of this feature and a plethora of examples to get you thinking about how this feature might benefit your agency!

Zuercher Civil: Real Life Stories

☒ Zuercher Civil & Financial

Learn from actual users in agencies that use Zuercher Civil and Financial. How do others track their Civil Processes, update the Financial records, and report on all of it?

Zuercher Financial Review

☒ Zuercher Civil & Financial

Invoices. Receipts. Refunds. Deposits. Disbursements... Managing your financials can be a daunting task. This session will show you options to best track your money in Zuercher Suite from invoice to reconciliation, explain the connections to the general ledger, and highlight the capabilities of financial reports.

Zuercher Jail Dashboards and Reports Showcase

☒ Zuercher Jail

In this session, we'll feature current Zuercher Jail users as they show off the dashboard parts, custom modules and reports they have created and discuss how they're used to keep staff informed, organized, and efficient in their various roles.

Zuercher Managed Services: Protecting Your Investment

☒ New or Considering Zuercher Suite

The Zuercher model of managed services is starkly different than the rest of the industry. It's enabled by our unique technology and the history of our company. Learn how we take more responsibility for your software and servers and how that reduces your workload and protects your investment in your system. Bring questions!

Zuercher Powertools: Report Generator, Interface Builder and Event Transaction Logging

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics
Powertools that Tim Allen would be proud of! We'll pack in: Report Generator Safety Course - The basics of charts, graphs, and recurring reports. Interface Builder Workshop - Use cases, how it works, and new features: images and custom arguments. Finishing Touches - Event transactions and interface logging enhancements. Empowering you to stay informed on your critical interface statuses.

Zuercher Reporting: Basic Skills

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics

Sessions Legend: ☒ General Session ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

You put a lot of data into your Zuercher Suite system. Built-in reporting capabilities in Zuercher Suite help you get that information back out. Your options are extensive! Come learn how to start building your own reports and see examples from other agencies.

Zuercher Reporting: Optimize Your Workflow with Custom Dashboard Parts

☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics
We recommend that you have previous experience building reports and/or attend 'Zuercher Reporting: Basic Skills' prior to this session. We will focus on examples of Custom Dashboard Parts, including advanced capabilities and how Custom Dashboard Parts can enhance daily workflow at your agency.

Solutions Demonstration Theater: IQ Analytics

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite
Have a seat in the Solutions Demonstration Theater for an in-depth look at our new IQ Analytics offering, which includes IQ CrimeView Dashboard, IQ Advanced Reporting, IQ NearMe, and IQ Crimemapping.com. This is the perfect opportunity to see what IQ Analytics can do for your agency.

Solutions Demonstration Theater: Zuercher Administration

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite
Join us for an in-depth demonstration of Zuercher Administration, which includes everything from fleet management to inventory and equipment tracking. Great for anyone considering a move to Zuercher Suite or adding this product to their existing Zuercher Suite system.

Solutions Demonstration Theater: Zuercher Mapping

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite
This hour in the Solutions Demonstration Theater, we'll provide an in-depth demonstration of Zuercher Mapping. Check it out if you're considering a move to Zuercher Suite or adding Zuercher Mapping to your Zuercher Suite system.

Solutions Demonstration Theater: Zuercher Suite Overview

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite
Join us in the Solutions Demonstration Theater to see an overview demo of Zuercher Suite. This is a perfect opportunity for anyone considering a move to Zuercher Suite to see the system in action.

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Every hour:

Hands-On Training Lab

☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics

During each session of the conference, the hands-on training lab will be staffed with experts on Zuercher Suite, EmergiTech, and LETG products who can help you refresh your skills or explore different configurations. We'll provide training stations with example data so you can practice, or if you have a device that you use to access your own system remotely, we can help you with questions or configuration on your own system!

Visit with Exhibitors

☒ General Session (Recommended for any and all attendees) ☒ EmergiTech ☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial

Visit the exhibit hall and discover technologies from key business partners that will complement your system.

Walk-Up Demo Stations

☒ LETG ☒ Zuercher CAD & Mapping ☒ Zuercher Records ☒ Zuercher Jail ☒ Zuercher Civil & Financial ☒ Zuercher System Basics ☒ New or Considering Zuercher Suite

Our walk-up demo stations for Zuercher Suite, TriTech 911, and our new IQ Analytics offering are an excellent option if you want just a quick peek at any of these products. Stop by, chat, and see what these products can do. We'll answer your questions and get you back on your way, or if you decide after talking with us that you'd like to learn more, you can head over to the Solutions Demonstration Theater for a more in-depth demonstration of Zuercher Suite or TriTech IQ Analytics.

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Mechanical & Electrical Services – Automation Division

24 Hour Service
www.nac-hvac.com

1001 Labore Industrial Court, Suite B Vadnais Heights, Minnesota 55110

tel: 651-490-9868 fax: 651-490-1636

Date: July 14, 2016

To: McLeod County _ 830 E 11th Street _ Glencoe, MN 55336

Re: McLeod County North Complex Trane BAS Replacement

Attn: Scott Grivna

We are pleased to provide the following Temperature Controls/BAS Proposal (ALERTON by NAC) for the **McLeod County North Complex**.

We are proposing to provide the following Temperature Controls scope of work:

- Add new Alerton Global Controller for North Complex
- Replace Trane RTU controls with Alerton
- Replace Trane VAV controls with Alerton for six (6) VAVs
- Add new Alerton controllers to the existing Alerton BAS

Base Bid Investment – Labor & Materials ----- \$ 16,950.00

If this proposal is acceptable, please sign and return to my attention.

Pricing is subject to escalation after thirty (30) days.

Exclusions:

- Repair of RTU components found to be non-functioning.
- Control of S-1 Storm Shelter Ventilation Fan

Please contact me with any questions or concerns (651-255-3514). Thank you for your valued business.
Sincerely,

Ken Cronk
NAC Automation-Project Manager

Accepted by:

McLeod County

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____

Signature: *Ken Cronk*

Name: _____

Name: Ken Cronk

Title: _____

Title: NAC Automation – Project Manager

Date: _____

Date: July 14, 2016

Price Quotation

Quote Number: 0000273212

To: McLeod County
Attn: Attn: Accounts Payable

From: DC Group, Inc.
 Site Deployment Team
 Charles Kennedy
 Phone: 1-800-838-7927
 Fax: 1-612-435-0601

Bill to / Quote to

Address: 830 11th St E Ste 111
 Glencoe, MN 55336-2200

Quote Date: 5/27/2016
 Quote Expires: 7/29/2016

Phone: Fax:

Site Contact: Scott Grivna

Address: McLeod County Courthouse

Site Phone: (320)864-1326

McLeod County Courthouse

DC Group ID: MCLEODMN01

Glencoe, MN 55336-2200

Equipment Quoted:

ID	Manufacturer	System	Model	Serial No	Asset Tag
BATT001S01MCLEODMN01	Yausa	BATTERY	NPX-150RFR	99017233, string One	

Materials Needed:

This quote is for the purchase and installation of (40) HX205-FR batteries for the site's MITSUBISHI 2033C (30) kVa UPS unit (s/n: 05- 7M71141 EG-0001-04) (Location: admin 1). These batteries are being quoted per customer request. These batteries are to be installed by a DC Group certified UPS technician who is familiar with the operation of the UPS and with UPS battery replacements. This quote includes a (3) full year manufacturer's warranty with the installation by a certified DC Group UPS Engineer.

****Batteries have a 4-6 week lead-time.**

****The customer will have to supply an electrician for all electrical work.**

*****Freight is estimated for quoting purposes only. Estimated here is standard dock-to-dock delivery. Any special delivery requirements, such as expedited shipment, a lift gate, or inside delivery will likely incur additional costs at the customer's expense.**

Quote:

<u>Parts Cost:</u>	\$9,335.43
<u>Standard Labor Cost:</u> (Monday to Friday, 8:00 AM to 5:00 PM)	\$1,910.00
<u>Premium Labor Cost:</u> (Monday to Friday, 5:01 PM to 7:59 AM, all day Saturday)	\$2,485.00
<u>Sunday/Holiday Labor Cost:</u> (All day Sunday and Holidays)	\$3,060.00
<u>Estimated Shipping Cost:</u>	\$800.00

Customer Signature Section

Total Quotation Cost:

Standard:	\$12,045.43
Premium:	\$12,620.43
Sun/Hol:	\$13,195.43

Customer Approval: _____

Date: _____

Customer PO #: _____

This quote is based on standard dock-to-dock delivery unless otherwise noted. Any special delivery requirements such as expedited shipment, a truck with a lift gate or inside delivery may incur additional charges at the customer's expense if they are not included in this quote.

This quote does not include any applicable sales tax unless otherwise noted.

Terms and Conditions: This agreement, together with the terms on the attached sheets made part of this agreement, constitutes the entire agreement between the parties and shall exclusively control the relationship of the parties with regard to this agreement. Printed, preprinted or other terms on the face or reverse side of customer's Purchase Order shall not be binding. Any additional or different terms proposed by customer are only accepted if expressly agreed to in writing by DC Group.

Payment Terms: DC Group reserves the right to separately invoice the charges for the materials upon order and the charges for labor upon job completion.

All payments are due net thirty (30) days in full from date of invoice. If payment is not made when due, DC Group reserves the right to refuse to provide any further service until its receipt of the payment. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment.

Insurance: DC Group will, at its own cost and expense, obtain and maintain in full force and effect the following insurance with sound and reputable insurers during the term of this agreement: (1) Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed, (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned, and (3) Comprehensive Liability insurance for bodily injury and property damage

Confidentiality: The parties recognize that certain technical information which may be disclosed by each to the other in connection with the services provided under this agreement represents confidential and valuable and proprietary information, and neither party will, without the written consent of the other, disclose such information to any person other than those of its employees who must have access to such information in order to utilize it for this agreement. All such employees shall be required to maintain such information in confidence.

Subcontracting: DC Group reserves the right to subcontract any portion of service provided for under this agreement without the prior consent of customer.

Indemnity: DC Group shall defend, indemnify and hold harmless customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of DC Group, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by DC Group, its employees or agents, while DC Group is performing work on site.

Liability: The remedies of the customer set forth in this agreement are exclusive and are its sole remedies for any failure of DC Group to comply with its obligations hereunder. In no event shall either DC Group or customer, or their respective officers, directors, employees or agents be liable to the other for any indirect, incidental, special or consequential damages such as, but not limited to, lost profits, good will or other economic loss in connection with, or arising out of the services or parts provided under this agreement, whether or not the possibility of damage was known to DC Group or customer, or could have been reasonably foreseen by DC Group or customer. The total cumulative liability of DC Group arising from or related to this agreement shall not exceed the price of the product or services on which this quote is based.

Warranty: DC Group shall perform all services in a professional and workmanlike manner. DC Group warrants repairing or replacing defective parts or materials and correcting defective workmanship performed by DC Group under this agreement. DC Group warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, with the exception of battery replacements, in which case the manufacturer's warranty shall cover the batteries. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this warranty, DC Group, at its discretion, will repair or replace the warranted parts or materials at no cost to customer. This warranty shall not apply to any equipment and/or battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by customer (or a third party) not authorized by DC Group in writing.

Battery replacement services: If the customer cannot accept delivery of equipment, customer will arrange for storage. DC Group shall not be liable for any storage costs, damages, delivery delay/cancellation costs or damages from installation delays due to any cause beyond DC Group's reasonable control, nor shall customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to DC Group and upon payment of cancellation charges which shall include, among other things, expenses already incurred and commitments made by DC Group. Customer is responsible for return freight charges related to cancellation.

Acceptance: Signing a DC Group quote signifies understanding and acceptance of the above Terms and Conditions. An electronic signature shall be considered the equivalent of a written signature.

This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. DC Group and customer hereby agree that all disputes arising out of this agreement shall be submitted solely to the State and Federal Courts located in Hennepin County, Minnesota.

Quotation

This quotation is valid for a period 63 days of from the date of this document. All quotations are subject to credit approval. This price quotation for the foregoing work is based on conditions evident to the Field Service Technician at the time of the last inspection and not for conditions subsequent or conditions undisclosed or not apparent.

When a price quotation is for multiple items, it appears as a composite price.



Advantages of Choosing DC Group for battery Installations

	DC Group Technician	Battery Technician
Professionally trained UPS technician	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free On-line inspection for the UPS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Knowledge of battery manufacturer model number and its compatibility to specific UPS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjust UPS DC Float voltage to battery specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparedness for unforeseen situations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery discharge and Generator Test integrity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Documented procedures for battery replacement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of calibrated Cellcorder/Midtronic testing equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ISO 9000 certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cleaning of battery posts prior to install	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coating antioxidant grease on battery posts prior to install	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Torque battery terminals to battery specifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect appearance and cleanliness of batteries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect appearance and cleanliness of battery room	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Measure and record total battery float voltage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inspect the jars and covers for cracks and leakage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Measure and record the ambient temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify the condition of the ventilation equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify the integrity of the battery rack/cabinet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Measure and record representative cell temperatures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Measure and record internal resistance of all cells	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check the tightness on the inter-unit connectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



UNITED STATES

Date: July 25, 2016

TO: Scott Grivna – McLeod County

FROM: Victor Muscia/Gabriela Rivera

PROPOSAL: McLeod County UPS Redundant Battery Cabinet

Thank you for the opportunity to provide this proposal for the supply, installation, and startup of a redundant Battery Cabinet for the Mitsubishi 2033C UPS located at the McLeod County office at 830 11th St, Glencoe, MN.

We sincerely appreciate the opportunity to work with you in supporting the highest quality UPS System. Please call us at **612-900-5207** with any questions.

Regards,

Victor Muscia

ITEM	QTY	DESCRIPTION
1	1	BC25 Battery Cabinet; Matching to the 2033C 30-50KVA Series UPS
2	1	JGEDC3100FAG Circuit Breaker; Cutler Hammer 3P 250AF/100AT 35kAIC @ 600Vdc or equivalent
3	2	3T100FB Breaker lugs (Internal Terminations); [1] #14-1/0kcmil Stainless steel for Cu/Al wire
4	1	Cable set, internal (Jar-To-Jar): [1] # 6 AWG
5	30	NPX150R Battery; EnerSys NPX Flame Retardant Series Lead 10 Year Design Life
6	1 Lot	Installation of redundant battery cabinet to include: <ul style="list-style-type: none">• Receive new Mitsubishi UPS battery cabinet and batteries at the customer site• Set UPS battery cabinet adjacent to existing UPS battery cabinet• Install up to 30 batteries in new battery cabinet• Connect new battery string to existing UPS and battery system• Test all new battery connections prior to cut-over
7	1 Lot	Mitsubishi Service Technician for startup, Mon. – Fri., 8 am to 5 pm
8	1 Lot	Freight to job site with lift gate truck. Batteries to ship on separate pallet for installation on site by EC.

HQ:
1803 W. Detweiller Dr. Peoria, Il 61615
www.A5.com/powersolutions
866-953-2426
Fax: 309-691-3007



Sales@A5.com



Dimensions: 29" W x 31.5" D x 59.1" H
Net Weight: 1,445 Lbs.
Color: Mitsubishi CY Gray (Not Quality Beige)

Total price for (1) Mitsubishi Battery Cabinet above with installation and startup: \$15,460.00
Freight is included, dock to dock for all equipment listed above.
Sales tax, if applicable, is not included.
Lead time is 3 -4 weeks.

Payment terms are net thirty (30) days from date of shipment. A 1.5% per month interest charge will be applied to any balance outstanding after thirty (30) days.

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www.A5.com/powersolutions
866-953-2426
Fax: 309-691-3007



Sales@A5.com

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>8/16/2016</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:00 a.m.</u>
Amount of time needed:	<u>10 Minutes</u>	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Rezoning Application 16-01: Frank Kaczmarek and Gerald Kasella request approval to rezone a 2.62 acre tract of an existing platted lot from Agricultural to Highway Business in order to construct a mini-storage unit. The property is serviced by County Road 2, adjacent to the Luce Line Trail and located within 2 miles of the City of Silver Lake. The property is described as Lot 001, Block 001 of Condon Subdivision in Section 27 of Hale Township.

JUSTIFICATION FOR MOTION:

Per the McLeod County Zoning Ordinance, mini-storage and warehousing is a permitted use within the Highway Business District. Hale Township recommended approval July 14, 2016. The Planning Advisory Committee unanimously recommended approval July 27, 2016.

STAFF REPORT

TO: McLeod County Planning Commission
Prepared By: Larry Gasow
Date: July 6, 2016
Rezoning #16-01 Meeting Date: July 27, 2016

GENERAL INFORMATION

Applicant: Frank Kaczmarek
& Gerald Kasella
11637 200th St
Silver Lake, MN 55381
320/327-2744

Site Address: 20267 CR 2
Silver Lake, MN 55381

PID 05.070.0010

Requested Action: Rezoning request to rezone a 2.62 acre tract of an existing platted property from Agricultural to Highway Business.

Purpose: To construct mini-storage units on a 2.62 acre platted lot with access to paved CR #2, adjacent to Luce Line Trail and being within 2 miles of the City of Silver Lake.

Existing Zoning: Agricultural.

Location: Lot 1, Blk 1 of Condon Subdivision within Section 27 of Hale Township.

Size: 2.62 acres in size.

Existing Land Use: Agricultural parcel platted for an additional building eligibility which was not developed.

Surrounding Land Use & Zoning: Agricultural, Luce Line Trail and residential dwellings.

Zoning History: The property was split of agricultural property was granted the ability to plat a residential dwelling.

Applicable Regulations: Section 24, Amendments/Rezoning.

SPECIAL INFORMATION

Transportation: CR #2

Physical Characteristics: Agricultural fairly flat terrain.

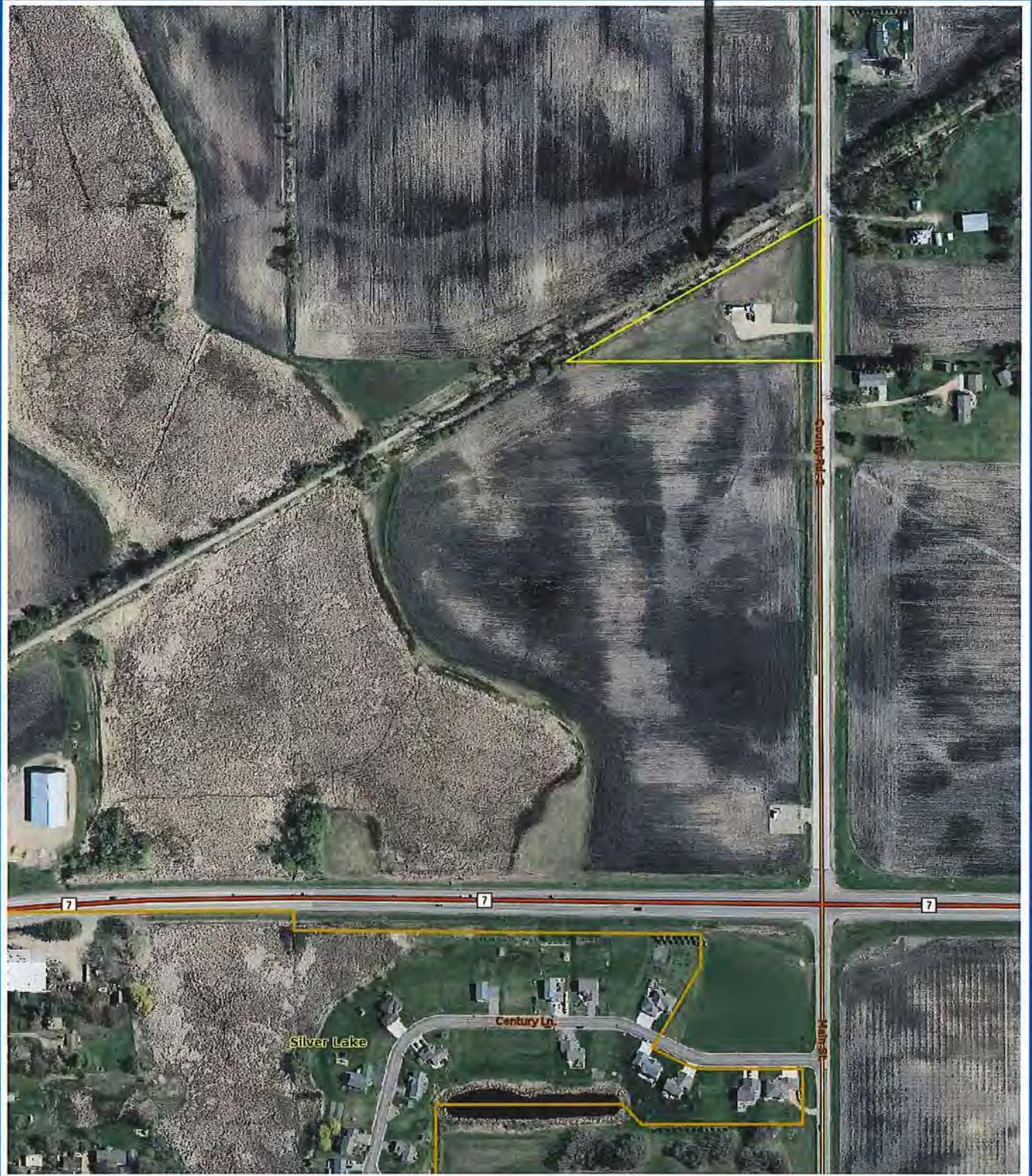
ANALYSIS

The Hale Town Board has not made a recommendation at time of this mailing. The City of Silver Lake will give their opinions after their council meeting, but have stated their long range planning calls for this area to be a highway business use. The site is within two miles of Silver Lake and is located on a paved county road. The County Hwy Dept does not have any concerns at this time. There is an existing residential building site adjacent to the requested area; any screening would be the responsibility of the new commercial business coming into the area of residences and DNR trails system. Mini-storage and warehousing is a permitted use within the Highway Business District.

RECOMMENDATIONS

The rezoning meets the criteria of the zoning ordinance; the proposed use needs to have a closer look at. Potential screening from the residential dwelling needs to be addressed no matter the use.

Rezone 16-01



Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data.
The data is meant for reference purposes only and should not be used for official decisions.
If you have questions regarding the data presented in this map, please contact the McLeod County GIS Department.

This information is to be used for reference purposes only.

Copyright © 2014 McLeod County GIS, All Rights Reserved



Foam Recovery Grant Agreement

This agreement is made and entered into as of the 16th day of August, 2016 by and between the Foodservice Packaging Institute, Inc. (FPI) and the **McLeod County, MN**, (Grantee) individually and collectively the “Party” or “Parties”.

FPI desires Grantee to recover post-consumer polystyrene foam, including foodservice packaging, as part of their recycling program and Grantee desires to undertake such efforts, on the terms set forth in this Agreement.

AGREEMENT

SECTION 1: RECYCLING OF POST-CONSUMER FOAM

During the term of this Agreement, Grantee shall a) sort or cause to be sorted post-consumer polystyrene foam, including foodservice packaging, at the recycling facility located at **1065 5th Avenue SE Hutchinson, MN 55350** (“Recycling Facility”); b) offer at no additional charge, post-consumer polystyrene foam, including foodservice packaging, recycling opportunities to all of its residential customers whose material is delivered to the Recycling Facility; and c) sell densified loads of post-consumer polystyrene foam to markets.

Grantee represents and warrants that upon installation of the equipment described in Section 2 below, that Grantee will have, and therefore will maintain, the facilities and expertise necessary to perform this Agreement. Grantee acknowledges that it is not relying on any expertise of FPI with respect to the suitability of the equipment to be installed pursuant to the grant referenced in Section 2 below for post-consumer polystyrene foam recycling or other recycling purposes, nor has Grantee relied, nor does it expect to rely, on any expertise of FPI with respect to post-consumer polystyrene foam recycling or to the sales or marketing of densified loads of post-consumer foam.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, make any representation that it has any expertise with respect to post-consumer polystyrene foam recycling, nor warrant the fitness of any recycled post-consumer polystyrene foam product for any particular use nor otherwise endorse such use. The determination to use or not use any such product for a particular purpose shall be made solely by the purchaser of such product.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, assume any liability for the processes to be used by Grantee in performing its post-consumer polystyrene foam recycling functions hereunder or for the safety of Grantee’s employees, agents or contractors in so doing. Grantee shall have the responsibility of maintaining a safe work place.

SECTION 2: GRANT

FPI will provide a one-time grant of **\$50,000** to the Grantee towards the purchase of equipment that the Grantee shall use in performing its duties under this Agreement. The grant funds shall be paid upon confirmation from the Grantee that a) the equipment is on-site and operational at the Recycling Facility; b) that post-consumer polystyrene foam, including foodservice packaging, recycling is underway; and c) that residential customers have been informed that post-consumer polystyrene foam, including foodservice packaging, can now be delivered to the Recycling Facility. Grantee shall provide a written request for the grant funds that includes documentation that the above conditions have been met by Grantee within 6 months of the execution of this agreement. The date of the grant fund request shall be the effective date for purposes of this Agreement (“Effective Date”).

SECTION 3: COMMUNICATION

FPI and grantee will work in partnership to provide project related communication resources. This will include a sample press releases, web site content, related graphics, and social media messaging. Written communication from the grantee as it relates to the announcement of the FRC grant award, notice to the general public regarding the addition of polystyrene foam and kickoff of the new collection program, web site content and other press releases related to the collection of polystyrene foam will be approved by FPI prior to its public release.

SECTION 4 REPORTING

For the term of this agreement, Grantee shall provide FPI with a written report each quarter after the equipment is installed that shows a) the total pounds of post-consumer polystyrene foam, including foodservice packaging, recovered and densified for market (both on-site as well as already shipped) at the Recycling Facility during that 3 month period and b) the total tons of all recyclables shipped from the Recycling Facility during that period. Grantee understands that FPI will mention the facility in publicity materials including press release and case study and that data from the Grantee’s reporting will be shared in aggregate as part of those publicity materials. Grantee agrees to cooperate in publicizing the benefits of recycling polystyrene foam.

SECTION 5: TERM AND TERMINATION

The term of this agreement shall be three (3) years from the Effective Date. This Agreement shall automatically terminate upon expiration of the term. This Agreement may be terminated by either Party due to breach by the other Party of any material provision of this Agreement and fails or is unable to cure the breach within 45 days of receipt of notice of breach from the other Party.

SECTION 6: HOLD HARMLESS

Each Party agrees to defend, hold harmless and indemnify the other Party and its officers, directors, employees and representatives from and against all liabilities,

damages and costs, including reasonable attorney's fees, arising out of any third party claims caused by or resulting from the breach of this Agreement by the other Party.

SECTION 7: MISCELLANEOUS

- 7.1 This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.
- 7.2 This Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the State of New York.
- 7.3 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its term.
- 7.4 All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent via courier, fax or email to (Grantee) Sarah Young, Solid Waste Coordinator; and (FPI) Lynn Dyer.
- 7.5 This Agreement may be amended only by a written agreement executed by the Parties hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.
- 7.6 This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

FOODSERVICE PACKAGING INSTITUTE, INC.

MCLEOD COUNTY, MN

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



QUOTATION

**McLeod County Recycling
Don Hopp
1065 5th Ave SE
Hutchinson, MN 55350**

Date: August 3, 2015

Quotation No: DR070316

To supply:

One Demo ZW3000 Screw Compactor with precrusher for compacting EPS

- Specifications:**
- **Throughput of 350- 600 pounds per hour depending on foam densities**
 - **48" x 48" precrusher on machine**
 - **3 phase/230/460 volt electrical motors**
 - **Touch screen controls**
 - **Fully automatic system**

One 44" x 21' 3" in-feed conveyor

- **21'3" at 15° angle**
- **Fully interlocked with compactor controls with separate on/off and e-stop**

OUTRIGHT PURCHASE	\$46,625.00
Installation and training	\$1,800.00
Delivery to:	Hutchinson, MN (est) \$2000.00

Customer Responsibility: To safely unload equipment upon arrival, provide 3 phase electrical supply to machine location. Provide means of draining liquid from machine and Forklift, Scissors lift and/or ladders for installation

Warranty: 12 months parts and labor, providing machine is maintained to manufacturer's recommendations

Terms: 50% with order, 40% upon delivery, 10% upon equipment sign off

Delivery: In Stock



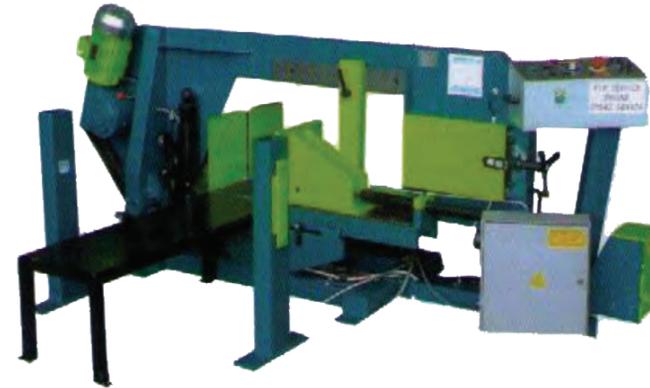
This Quote holds for 30 days from above date

Respectfully submitted by:

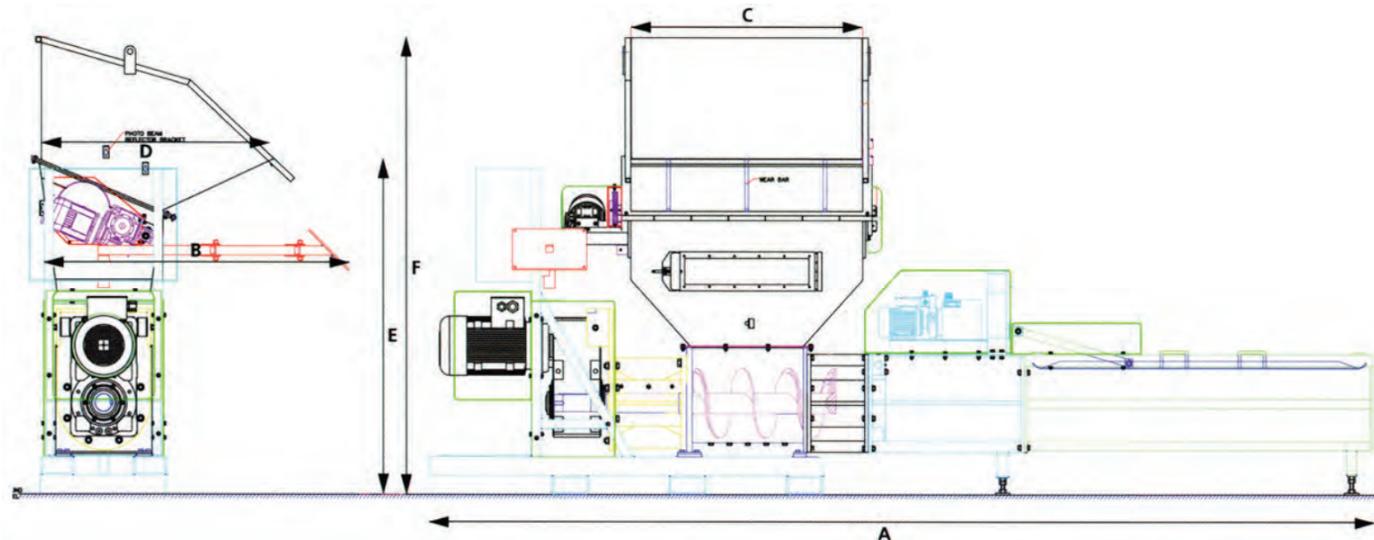
Dan Rumsey
Zero Waste Manufacturing
(w) 254-434-6261 (c) 612-816-1262
dan@zerowastemfg.com

Fully Automated Systems

The design of these machines has been further advanced so we now supply completely automated systems that will handle over 2,200 pounds of product per hour. Your operators only have to load a large pre-shredder. From there the crushed material is blown to a silo to await compaction. Some systems even come with automatic block cutters (as Shown) and/or a small overhead crane to load pallets.



Specifications



Model	SC2000	SC3000
Pre-Shredder Motor	2 hp	2 hp
Main Motor	10 hp	20 hp
Amps	22	34
Electrical Supply	3ph 480v	3ph 480v
Machine Dimensions (inches) A	146	207
	B	74
Hopper Width	C	48
Hopper Depth	D	48
Loading Height	E	73
	F	88
Machine Weight	1760 lbs.	2750 lbs.
Throughput/EPS	198 lbs/hr	484 lbs/hr

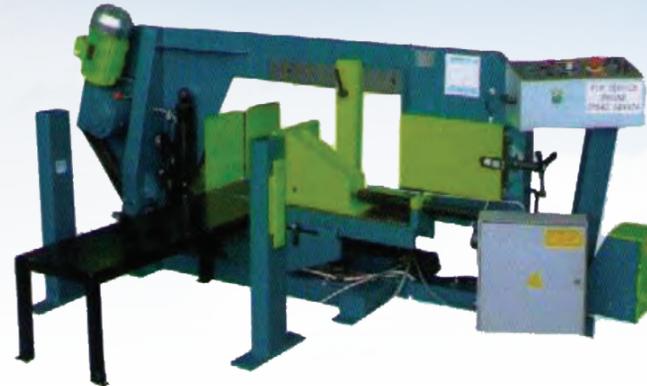
Polystyrene Compactor

EPS Dust, Polypropylene Packaging, Polyurethane Packaging & More

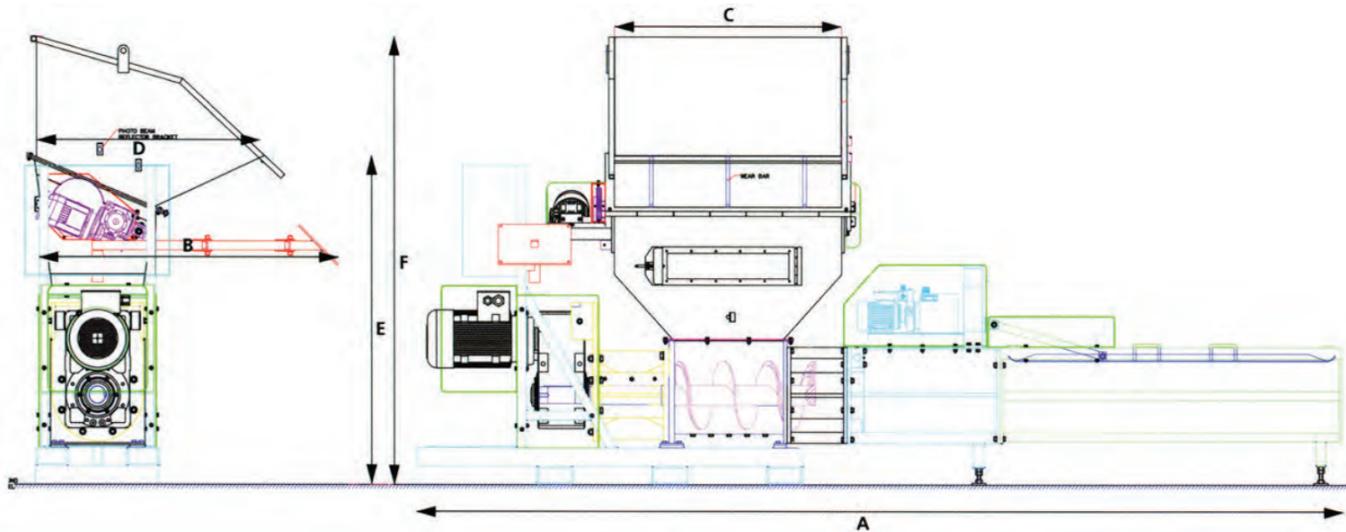


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The design of these machines has been further advanced so we now supply completely automated systems that will handle over 2,200 pounds of product per hour. Your operators only have to load a large pre-shredder. From there the crushed material is blown to a silo to await compaction. Some systems even come with automatic block cutters (as Shown) and/or a small overhead crane to load pallets.



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Throughput/EPS	198 lbs/hr	484 lbs/hr

Polystyrene Compactor

EPS Dust, Polypropylene Packaging,
Polyurethane Packaging & More



Zero Waste Manufacturing's New Polystyrene Compactor

Operation

Zero Waste Manufacturing's Polystyrene Compactor's advanced technology makes it capable of compacting large throughputs of material. It has the ability to maintain a high compaction rate throughout operation on a continuous basis. In addition, the Zero Waste Manufacturing Polystyrene Compactor is a very low maintenance machine.



Standard Pre-Shredder

Volume Reduction

These compactors are especially designed for densifying packaging foam, a difficult material, which is compacted at a volume reduction of 40:1 and does so at incredibly fast throughput rates.

These machines are also suitable for EPP foam and Polyurethane.



Fully Enclosed Automatic System



Observation Panel

Maximum Payload

The SC3000 model makes a compacted block, which will stack perfectly into a container. This will ensure a maximum payload maintained for export.

Maximum Revenue

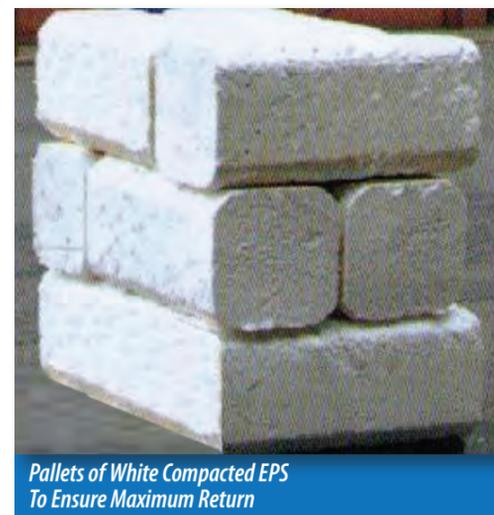
These machines, despite the powerful compaction forces, will actually desify the expanded foams without changing their color. White material stays white to ensure you receive the maximum revenue for the compacted material



Suitable for:

- EPS Polystyrene Fish Boxes
- EPS Polystyrene Packaging
- EPS Dust
- Polypropylene (EPP) Packaging
- Polyurethane Packaging
- Polyurethane Insulation Foam

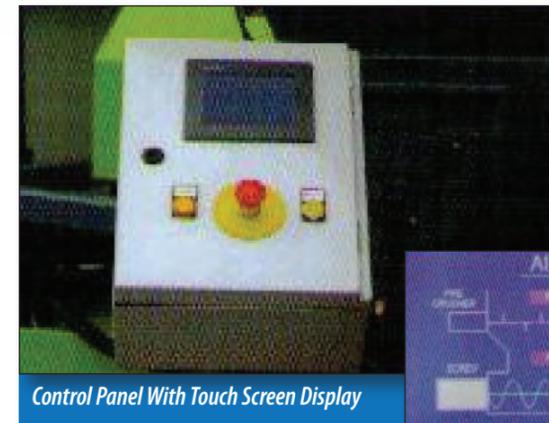
Optimal compaction performance with fast, continuous throughput.



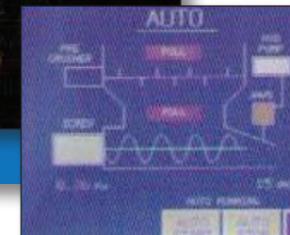
Pallets of White Compacted EPS To Ensure Maximum Return

Technology

The SC3000 has a standard hopper that enables it to take slabs up to 48 inches wide. The polystyrene is crumbled by a preshredder that is built into the hopper, producing pieces about 3 inches square. These pieces then fall into the crushing chamber and are compacted while being forced through an adjustable tube. The SC3000 will compact polystyrene at a volume reduction of up to 40:1 and at a rate of 400-550 pounds per hour, which is as fast as an operator can realistically feed it. A dense square block is ejected and can be stacked easily on a pallet. There is an option of ejecting the compacted material into a polythene tube that can be sealed to ensure a clean hygienic area.



Control Panel With Touch Screen Display



Models



SC2000

This machine will handle 150-200 pounds of EPS per hour (depending on its density) and will make a block with dimensions of 9.5 inches x 9.5 inches (variable lengths).

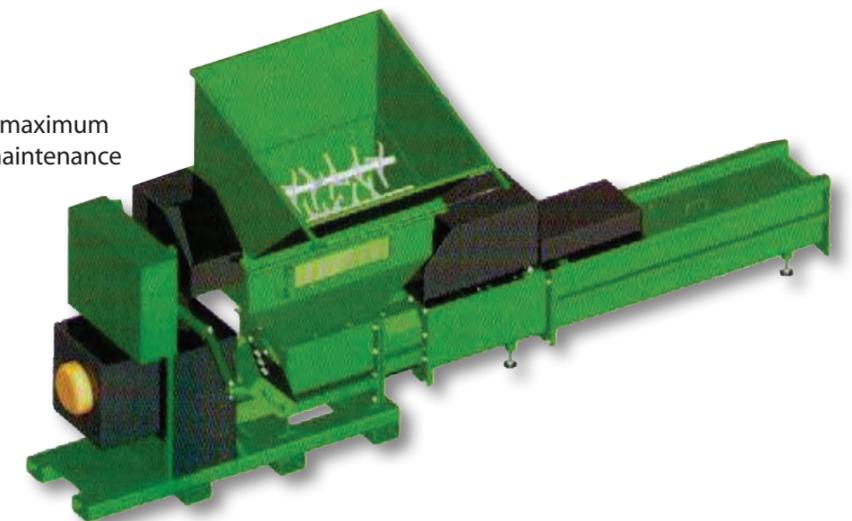


SC3000

This machine handles 400-550 pounds of EPS per hour (depending on its density) and will make a block with dimensions of 14.75 inches x 14.75 inches (variable lengths).

Low Maintenance

Low maintenance means low running costs and maximum running time. Ask our sale/service team about maintenance costs and back-up service.



ZEROWASTE
MANUFACTURING

All-in-One Commercial Recycling Solutions

Zero Waste Manufacturing's New Polystyrene Compactor

Operation

Zero Waste Manufacturing's Polystyrene Compactor's advanced technology makes it capable of compacting large throughputs of material. It has the ability to maintain a high compaction rate throughout operation on a continuous basis. In addition, the Zero Waste Manufacturing Polystyrene Compactor is a very low maintenance machine.



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Fully Enclosed Automatic System



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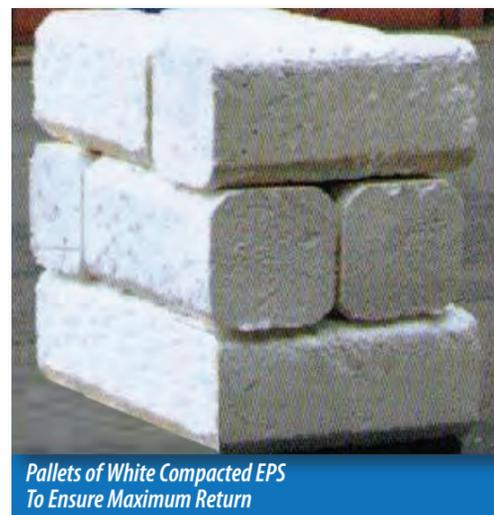
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- EPS Polystyrene Packaging
- EPS Dust
- Polypropylene (EPP) Packaging
- Polyurethane Packaging
- Polyurethane Insulation Foam

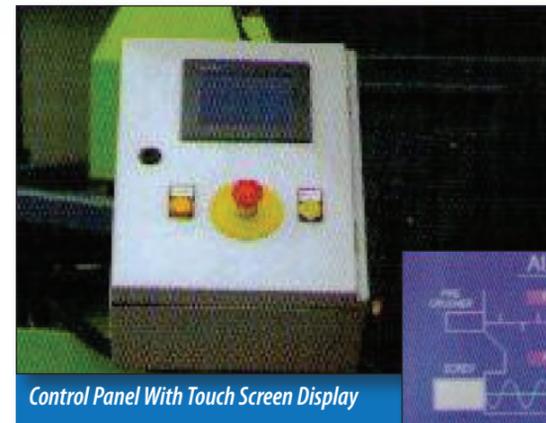
Optimal compaction performance with fast, continuous throughput.



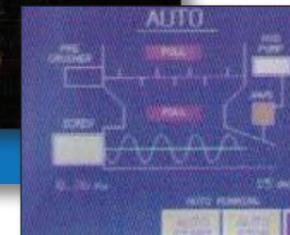
Pallets of White Compacted EPS To Ensure Maximum Return

Technology

The SC3000 has a standard hopper that enables it to take slabs up to 48 inches wide. The polystyrene is crumbled by a preshredder that is built into the hopper, producing pieces about 3 inches square. These pieces then fall into the crushing chamber and are compacted while being forced through an adjustable tube. The SC3000 will compact polystyrene at a volume reduction of up to 40:1 and at a rate of 400-550 pounds per hour, which is as fast as an operator can realistically feed it. A dense square block is ejected and can be stacked easily on a pallet. There is an option of ejecting the compacted material into a polythene tube that can be sealed to ensure a clean hygienic area.



Control Panel With Touch Screen Display



Models



SC2000

This machine will handle 150-200 pounds of EPS per hour (depending on its density) and will make a block with dimensions of 9.5 inches x 9.5 inches (variable lengths).

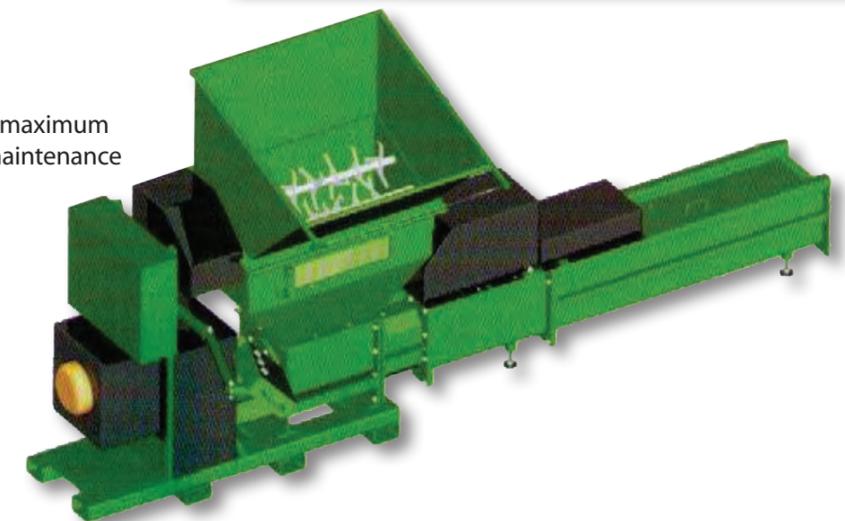


SC3000

This machine handles 400-550 pounds of EPS per hour (depending on its density) and will make a block with dimensions of 14.75 inches x 14.75 inches (variable lengths).

Low Maintenance

Low maintenance means low running costs and maximum running time. Ask our sale/service team about maintenance costs and back-up service.



All-in-One Commercial Recycling Solutions

Donna Rickeman

From: Dan Smith <kandselectric@hotmail.com>
Sent: Wednesday, August 10, 2016 11:41 AM
To: Sarah Young
Subject: Foam Compressor

Sara,

I came up with a **budget for the Foam Compressor** proposed to be installed in the north garage of the recycling center.

\$3,000.00

Includes:

Installation of a 480 volt, 3 pole, 30 amp breaker in the existing 600 amp, 3 phase, 480 volt service panel on west wall of recycling center

Installation of conduit and wire from the this 480 service panel to garage

One direct connection of the Foam Compressor in the garage

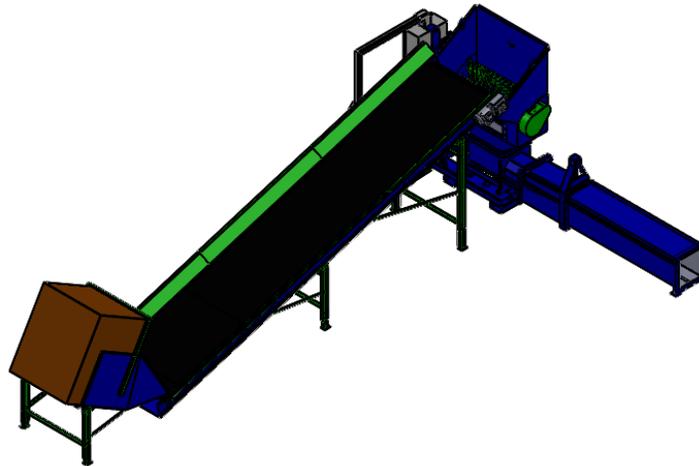
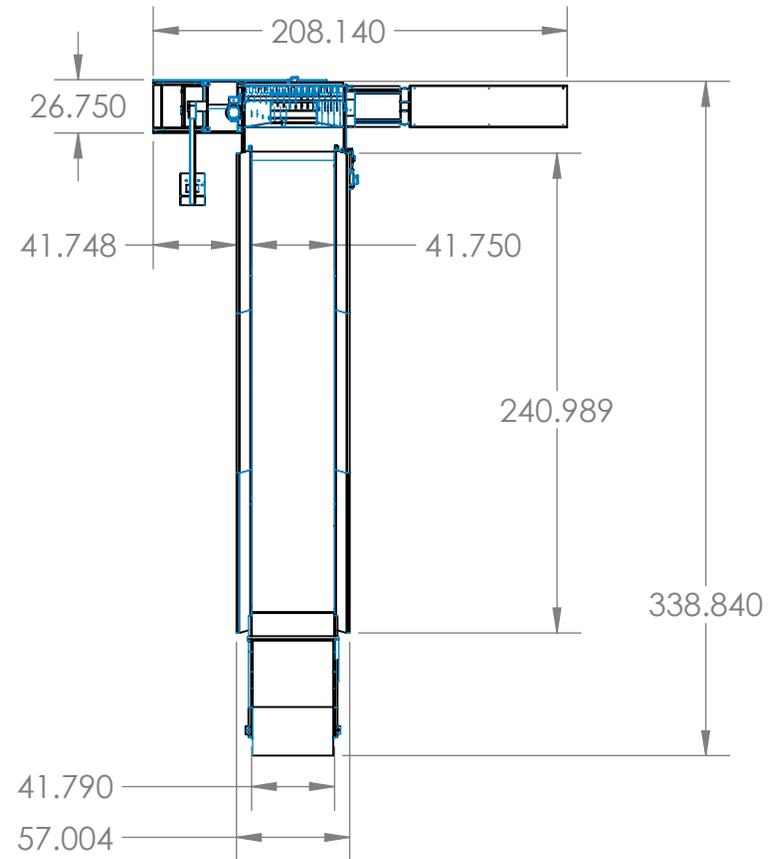
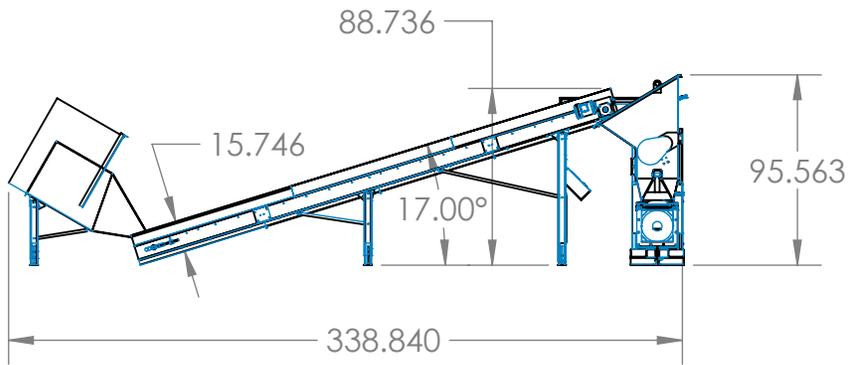
Inspection Fee's

Not Included:

Wiring of motors or equipment with in the Foam Compressor

Disconnect for the Foam Compressor

Thank You, Dan Smith



PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF <INSERT COMPANY NAME HERE>. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF <INSERT COMPANY NAME HERE> IS PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES	DRAWN	JL	12/10
		TOLERANCES:	CHECKED		
		FRACTIONAL ±	ENG APPR.		
		ANGULAR: MACH ± BEND ±	MFG APPR.		
		TWO PLACE DECIMAL ±	Q.A.		
		THREE PLACE DECIMAL ±	COMMENTS:		
		INTERPRET GEOMETRIC TOLERANCING PER:			
		MATERIAL			
		FINISH			
NEXT ASSY	USED ON				
APPLICATION		DO NOT SCALE DRAWING			

Waste Control Int.		
TITLE:		
COBALT 3000 W/ 21' CONVEYOR		
SIZE	DWG. NO.	REV
A	WCSC3000-1	1
SCALE: 1:96	WEIGHT:	SHEET 1 OF 1

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of McLeod on behalf of its Sheriff's Office ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Seven Hundred Eighty Dollars (\$780.00) or a total annual cost of Three Thousand One Hundred Twenty Dollars (\$3,120.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Sheriff Scott Rehmann, 801 E 10th Street, Glencoe, MN 55336-2215, (320) 864-3134, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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 must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of McLeod on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 111766, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER SHELDON NIES

4th District
Phone (320) 587-5117
1118 Jefferson Street South
Hutchinson, MN 55350
Sheldon.Nies@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

RESOLUTION 16-CB-31 APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENT WITH MCLEOD COUNTY ON BEHALF OF SOCIAL SERVICES

WHEREAS, the County of McLeod on behalf of Social Services desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the County is eligible. The Joint Powers Agreement further provides the County with the ability to add, modify, and delete connectivity, systems and tools over the five year life of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of McLeod, Minnesota:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of McLeod on behalf of its Social Services are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Human Service Director, Gary Sprynczynatyk, or his successor, is designated the Authorized Representative for Social Services. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County’s connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Sally Aubol-Grangroth is appointed as the Authorized Representative’s designee.
3. That Joseph Nagel, Chair of the McLeod County Welfare and Social Service Committee, and Patrick Melvin, the McLeod County Administrator, are authorized to sign the State of Minnesota Joint Powers Agreement.

Dated: August 16, 2016

Paul Wright, Chair
McLeod County Board of Commissioners

ATTEST:

Patrick Melvin
McLeod County Administrator

Personnel Committee
Tuesday, August 9, 2016
Scanning Room - Courthouse

AGENDA

- A. Discuss hiring a full-time Public Health Nurse (grade 24) or Registered Nurse (grade 22) to replace a Licensed Practical Nurse (grade 15) due to resignation

Recommendation: Hire full-time Public Health Nurse (grade 24) or Registered Nurse (grade 22) to fill the vacancy of the Licensed Practical Nurse (grade 15). The budget difference will be made up by the PHN or RN receiving reimbursement for home visits which we were not receiving with the LPN visits. And the PHN or RN will be able to do a larger range of duties.

- B. Discuss filling vacancy for part-time (28 hours) Social Worker (grade 22) in Social Services

Recommendation: Hold off in filling the position for 3-4 months and re-evaluate the caseload at that time.

- C. Discuss re-classifying 2 incumbants in Social Services

Recommendation: Re-classify employees in the Office Support Specialist, Sr (grade 11) and Family Service Aide II (grade 15) to Case Aide (grade 14) to reflect more accurately the duties performed by the staff that has evolved over the years.

- D. Discuss additional Social Services Supervisor position

Recommendation: Hire full-time Social Service Supervisor (grade 27). This is a new position to reallocate the workload and number of staff each of the Social Service Supervisors will supervise.

E. Discuss Director position for Resource Management Division

Recommendation: Hire Recycling Floor Lead (grade 17) and Household Hazardous Waste Lead (grade 20).

F. Discuss Memorandum of Agreement for MNPEA -
Communication Officer/Correctional Officer Unit

Recommendation: Approve Memorandum of Agreement for MNPEA regarding the schedule for Communication Officers.

Under the Fair Labor Standards Act (FLSA) there can be certain exemptions to the normal requirement of paying overtime to non-exempt employees after 40 hours worked per week. Employees can be scheduled to work on an 2080 Plan – allowing employees to work an average of 40 hours per week over a 52-week period. Currently it was determined that our Communication Officers were being scheduled based on this exemption but we did not have approval from the MNPEA Union. This MOA will correct this. The penalty for this would be to pay overtime to affected employees for the hours that they should have received overtime for, for a look back period of 2 years. This total cost has been calculated to be \$13,842.10, which is in the Sheriff Department budget.

*Please note that the Committee Chairperson has responsibility to invite staff
not copied on this Agenda and expected to attend the meeting.*

CC: All Commissioners
All Department Heads
Mary Jo Wieseler
Pat Melvin

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of McLeod, Minnesota (hereafter "County") and Minnesota Public Employees Association-Communication Officer/Correctional Officer Unit (hereafter "Union").

WHEREAS, the County and the Union are parties to collective bargaining agreement in effect December 29, 2013 to December 26, 2016; and

WHEREAS, the parties have expressed a desire to establish eight (8), ten (10) and twelve (12) hour shifts for Civilian Communications Officers for a trial period of 52-weeks.

NOW, THEREFORE, the County and the Union enter into this Memorandum of Agreement as follows;

1. Effective the start of the first payroll period closest to January 1, 2016, the County will implement a 2080 Plan pursuant to Section 7(B) of the Fair Labor Standards Act for full-time employees in the classification of Civilian Communications Officer in conjunction with the utilization of eight (8), ten (10) and twelve (12) hour shifts.
2. Full-time Civilian Communications Officers will be guaranteed at least 2,080 hours of work in the 52-week period.
3. Full-time Civilian Communications Officers will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay in any of the following conditions, for all hours worked in excess of: 12 hours per day; 56 hours per week; 80 hours in a 14-day pay period; or 2,080 hours in the 52-week period of this Agreement.
 - a. For purposes of calculating over time pursuant to paragraph 3, "hours worked" includes any hours paid but not worked, such as vacation, sick leave, or holidays but not bereavement leave.
4. Overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
5. No full-time Civilian Communications Officer will be permitted to work more than 2,240 hours in the 52-week period. Any full-time Civilian Communications Officer whose hours of work will exceed 2,240 hours in the 52-week period will be required to take time off from work and will be required to utilize accrued vacation benefits or accrued compensatory time for remainder of the 52-week period.
 - a. For purposes of determining the maximum 2,240 hours that a full-time Civilian Communications Officer may work pursuant to paragraph 5, "hours worked" shall not include any hours paid but not worked, such as vacation, sick leave, holidays or bereavement leave.

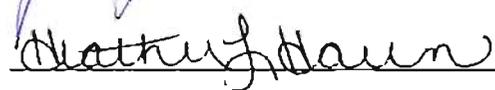
6. If a full-time Civilian Communications Officer is laid off from employment prior to the completion of the 52-week period, the employee's earnings will be recomputed for each work week worked with in the 52-week period and pay overtime for each hour, or part thereof, worked in excess of 40 hours in a work week. All straight time and overtime pay previously paid under the terms of this Memorandum of Agreement will be credited against the amount of wages found due an employee as a result of such recomputation.
7. If a full-time Civilian Communications Officer is terminated for just cause or resigns from employment prior to the completion of the 52-week period, the employee's earnings will not be recomputed for each work week worked within the 52-week period.
8. This Memorandum of Agreement is applicable only to full-time Civilian Communications Officers. Overtime shall be paid to part-time Civilian Communications Officers in the bargaining unit for hours worked in excess of forty (40) hours in a work week.
9. This Memorandum of Agreement will be in effect for a 52-week trial period. During the trial period this Memorandum of Agreement may be cancelled by either party with a 60-day written notice.
10. This Memorandum of Agreement represents the complete and total agreement of parties and governs the terms and conditions of employment relating to the utilization of eight (8), ten (10) and twelve (12) hour shifts for full-time Civilian Communications Officers to the extent the provisions of this Memorandum of Agreement conflict with the collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF MCLEOD, MN

MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
 (COMMUNICATIONS/CORRECTIONAL UNIT)





Dated: _____

Dated: _____



**Proposal for Delivery of the
*McLeod For Tomorrow Leadership Program 2016-2017***

DATE: August 2, 2016

TO: McLeod County Board of Commissioners/McLeod For Tomorrow
 % Pat Melvin, McLeod County Administrator
 830 11th St. E, Suite 110, Glencoe, MN 55336
 PH 320-864-1324 pat.melvin@co.mcleod.mn.us

FROM: Catherine Rasmussen
 Extension Regional Office, Mankato
 1961 Premier Drive, Suite 110, Mankato, MN 56001-5901
 PH 507-389-6749 rasmu035@umn.edu

I am submitting this proposal to contract with University of Minnesota Extension for services in delivery of the 2016-2017 *McLeod For Tomorrow Leadership Program*. Extension’s Center for Community Vitality is committed to the development of leadership and civic engagement in communities. The Center is pleased to continue to partner with the McLeod County Board of Commissioners and the Board of Directors for McLeod For Tomorrow to offer this unique opportunity for the people who live or work in McLeod County.

Extension Program Components and Costs

The attached document outlines Extension’s services and associated costs for the 2016-2017 *McLeod For Tomorrow Leadership Program*. The total cost for the services rendered in this proposal is \$7,000. The total cost is higher than last year’s program due to an increase in Extension teaching fees. However, mileage expenses and program related expenses have decreased slightly

Please note that significant in-kind resources are provided by Extension, both as a commitment to the program’s initial development and for continued sustainability through alumni engagement.

Contracting and Invoicing

Included with this proposal is a University of Minnesota Program Agreement. Please sign and return to me. I will then forward to the University Financial Office to be authorized and a final signed copy will be returned to you. The University will invoice McLeod County in two installments of \$3,500 payable on the following dates:

December 31, 2016 May 31, 2017

On behalf of Extension’s Center for Community Vitality, I want to thank the McLeod County Board of Commissioners for their continued support and the McLeod For Tomorrow Board of Directors for volunteering their time and leadership to the program. It is truly a privilege to work with such committed and dedicated people.

For questions, contact me or the following:

Holli Arp Program Leader, Leadership and Civic Engagement Extension Center for Community Vitality PH: 507-372-3900 Email: arpxx001@umn.edu	Rick Konkol Extension Finance and Planning PH: 612-626-1224 Email: konko001@umn.edu
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McLeod For Tomorrow Leadership Program
2016 -2017 EXTENSION PROGRAM COMPONENTS AND COSTS

Extension staff time described below is calculated at \$150/hour for “face-to-face” time. Educator travel time and preparation time, evaluation specialist and research time, statewide alumni program coordinator time, etc. are all included in this rate.

Program Development and Delivery

<i>Program Components</i>	<i>Extension Deliverables</i>	<i>Costs</i>
Coaching/Program Development/Alumni Engagement	Provide coaching/assistance for continued program development and sustainability <ul style="list-style-type: none"> • Coach overall program format, leadership content and implementation • Ensure organization mission, program design, performance and outcomes meet the established criteria • Coaching of alumni engagement for increasing program outcomes and impacts 	In-Kind
Teaching and Facilitation of Leadership Cohort	Provide leadership to the teaching, coaching, facilitation and evaluation of the nine-month county bridging leadership cohort program. (9 sessions X approx. 3-4 hrs each session) <ul style="list-style-type: none"> • Develop program curriculum and materials • Teach ½ day leadership trainings • Contact Extension resources as needed • Assist with graduation • Conduct short-term and long-term evaluation • Provide feedback and evaluation reports throughout the program and post-program survey results 	\$ 4,500
Leadership Curriculum Materials	Personal assessments and curriculum <ul style="list-style-type: none"> • Myers-Briggs Type Indicator, Thomas-Kilmann Conflict Mode, and <i>Committees That Work</i> Booklets 	\$1,200
Office Materials and Supplies	Program related expenses: <ul style="list-style-type: none"> • Copies/printing costs for participant handouts, session evaluations, pre-post surveys, reports, etc. • Facilitation materials – flipchart paper, markers, post-its, etc. • Supplies for leadership activities, etc. 	\$500
Educator Mileage	Travel for monthly leadership program sessions; travel for Ben Winchester from St. Cloud to Hutchinson; travel for additional MFT alumni events	\$600
Miscellaneous Expenses		\$200
		TOTAL \$7,000



UNIVERSITY OF MINNESOTA PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and **McLeod County Board of Commissioners/McLeod For Tomorrow** a(n) **government entity** (the "Organization"). This Agreement is entered into by University through Extension.

The parties agree as follows:

1. Description of Program. University shall deliver the following program to Organization: **Services and materials associated with the delivery of the McLeod For Tomorrow Leadership Program provided by Catherine Rasmussen, Extension Educator, and/or Leadership and Civic Engagement colleagues, and Extension administrative support. Program activities to include teaching/facilitation fee for half day workshops as part of a nine session leadership cohort; educational curriculum and materials; evaluation services; coaching program development; assist with alumni engagement; and connecting to additional Extension resources on the following dates September 2016 thru May 2017 at the following location(s)McLeod County communities.** (the "Program").

University is the owner of or has obtained the right to use, distribute, publish, copyright (if applicable) and otherwise disseminate the Program and all materials related to the Program. Organization expressly disclaims any ownership or copyright to the Program and all materials related to the program.

Reference to Program in this Agreement shall be deemed to include any deliverables provided to Organization in connection with the Program, including without limitation, curriculum, reports, results, materials, products, and information.

2. Fee. For the Program described in Section 1, Organization shall pay the University: **\$7,000**, plus any sales or use tax, if applicable.

2.1 The fee shall be paid (check one of the two boxes):

- in full upon the signing of this Agreement; or
 in installments, payable on the following dates:
December 31, 2016 and May 31, 2017

2.2 Invoices shall be sent to:

Name of Organization: **McLeod County/ McLeod For Tomorrow Program**
Attn: **Pat Melvin, McLeod County Administrator**
830 11th St., Suite 110, Glencoe, MN 55336

Phone No.: **320-864-1324**
Facsimile No.: **320-864-1809**
Email: **pat.melvin@co.mcleod.mn.us**

2.3 Organization represents to University that no funds received under any grant or separate funding agreement will be used to pay the fee to University.

3. Term. The term of this Agreement shall commence on **9/01/16** (“Effective Date”) and shall expire on **5/31/17** unless terminated earlier as provided in Section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within 30 days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon 60 days’ prior written notice to the other party. Upon any termination under this Section 4, Organization shall promptly pay University for all components of the Program delivered and costs incurred up to and including the effective date of termination.

5. Compliance with Applicable Regulations. University shall be responsible for complying with all federal, state and local laws and regulations relating to criminal background checks for all University staff members having direct contract with minors as a result of this Agreement.

6. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR SUITABILITY OF THE PROGRAM OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER’S PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

8. Use of University Name or Logo. Organization agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with

University or the name of any representative of University in any form whatsoever without the prior written permission of University in each instance. However, Organization may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Organization agrees to provide University with a copy of any such document.

9. Export Controls. Organization shall notify University in writing if any technological information or data to be provided to University is subject to export controls under U.S. law or if technological information or data that Organization is requesting University to produce during the course of work under this Agreement is expected to be subject to such controls. Organization shall notify University of the applicable export controls (for example, Commerce Control List designations, reasons for control, and countries for which an export license is required). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export controlled information or data, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4. Organization shall not release export controlled information or data to University until Organization has been notified in writing by University that University has implemented a technology control plan for such information.

10. Indemnification.

10.1 Except as provided in Section 10.2, each party shall be responsible for its own acts and omissions, including the acts of its directors, employees, agents and contractors, and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of the University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

10.2 Organization shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or intentional acts or omissions of University) arising out of (i) use by Organization (or any third party acting on behalf of or under authorization from Organization) of the Program or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Organization's infringement of a third party's intellectual property rights or Organization's violation of any law, rule, or regulation in the provision of any materials to University.

10.3 Each party represents that it has and will maintain the following levels of insurance or self-insurance during the term of this Agreement: (i) Workers' Compensation in statutory compliance with Minnesota law; and (ii) general liability insurance in an amount not less than \$1,000,000 each claim/\$3,000,000 each occurrence. If requested by University, Organization's policy shall name the Regents of the University of Minnesota as an additional insured. Certificates of all insurance detailed above shall be furnished to the other party upon request.

11. General Provisions.

11.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

11.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

11.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Organization in connection with the Program provided under this Agreement shall not be binding upon University.

11.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

11.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section 11.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

11.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt

requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University: University of Minnesota
Extension Center for Community Vitality
Attn: **Jodi Kaden**
463 Coffey Hall
1420 Eckles Ave
St. Paul, MN 55108
Phone No.: **612-624-7165**
Facsimile No.: **612-625-1955**
E-mail: **kaden001@umn.edu**

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: **contracts@mail.ogc.umn.edu**

With a copy to: University of Minnesota
Extension Finance and Planning
415 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: **m-mone@umn.edu**

If to Organization: **McLeod For Tomorrow**
Attn: **Pat Melvin, McLeod Co Administrator**
830 11th St. E., Suite 110, Glencoe, MN 55336

Phone No.: **320-864-1324**
Facsimile No.: **320-864-1809**
E-mail: **pat.melvin@co.mcleod.mn.us**

11.8 Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, 10 and 11 shall survive.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

**McLeod County Board of Commissioners
/McLeod For Tomorrow**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100
St. Paul, MN 55103-1885
www.mcit.org

Phone: 651-209-6400
Toll Free: 866-547-6516
Fax: 651-209-6496

July 29, 2016

BOARD OF DIRECTORS

Scott Sanders
Trust Chair
Watonwan County
Commissioner

Felix Schmiesing
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Auditor/Treasurer

Kevin Corbid
Washington County
Auditor

Charles Enter
Brown County
Administrator

Mr. Pat Melvin
Administrator
McLeod County
830 E 11th St Ste 110
Glencoe, MN 55336-2200

RE: 2016 DIVIDEND NOTICE

Dear Mr. Pat Melvin,

After the review of MCIT's past and future return on investments, consideration of reserve changes to the Trust's bottom line and the final report of the independent auditors for fiscal year 2015, MCIT is again able to declare a dividend. This is the organization's 26th consecutive annual dividend to members. The financial audit conducted by Eide Bailly LLP and the analysis performed by Actuarial Advisors affirmed the soundness of the MCIT program and the fact that funds were available for dividend distribution. **This year's dividend totals \$12.213 million.** Performance in the workers' compensation division produced \$6.433 million of the dividend and \$5.780 million results from performance in the property/casualty division.

Your 2016 Dividend is \$ 141,909 allocated as follows:

- | | |
|-------------------------|-----------|
| ▪ Workers' Compensation | \$ 65,666 |
| ▪ Property/Casualty | \$ 76,243 |

MCIT's ability to provide dividends reflects positive investment income, members' dedication to risk management and loss control, net income from conservative fiscal program management and better than expected claims development on a pool wide basis.

Dividends are a reflection of MCIT's past performance. Nothing guarantees ongoing positive performance. Each year the MCIT Board of Directors cautions members not to plan on dividends. We remain committed to the fiscal health of the organization and will continue to annually evaluate the merits of returning fund balance.

We are providing this letter to you for purposes of 2017 planning. The actual dividend payment will be issued in mid-November of this year.

2016 Dividend Notice
July 29, 2016
Page 2

MCIT's success is attributable to the long-term commitment of its membership. Members have been steadfast in their dedication to this venture. This dividend is a reward for your hard work.

Thank you for your ongoing participation in MCIT.

Sincerely,

A handwritten signature in cursive script that reads "Scott Sanders".

Scott Sanders, Watonwan County Commissioner
Trust Chair

cc: County Board Chair



EMPLOYEE PORK CHOP FEED

THURSDAY, SEPTEMBER 1st, 2016

SERVING 11:00 AM – 1:00 PM

At the North Complex, Large Meeting Room

Pork chops, sweet corn, salad, dessert and beverage

Sponsored by the Employee Enrichment and Development:
Liz Anderson, Theresa Dworak, Larry Gasow, Doug Munsch, Sheldon Nies,
Pat Schommer, Sadie Jenkins, Mary Jo Wieseler, Rhonda Zajicek

COME AND ENJOY

**Name: _____ Dept: _____ would like to attend the
Pork Chop Employee Feed on September 1st. Please check choice of one or two pork chops below:**

- Included is a check/cash for \$6.00 (for one Pork Chop)**
 Included is a check/cash for \$7.00 (for two Pork Chops)

Return to Rhonda Zajicek, Sheriff's Office by August 24th

Make check payable to: McLeod County Employee Enrichment and Development.