

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
AUGUST 7, 2012**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:05 CONSIDERATION OF AGENDA ITEMS *

3 9:08 CONSENT AGENDA *

- A. July 31, 2012 County Board Meeting Minutes and Synopsis.
- B. July 27, 2012 Auditor's Warrants.
- C. July 30, 2012 Auditor's Warrants.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST *

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

6 9:15 ROAD AND BRIDGE – Highway Engineer John Brunkhorst

- A. Consider approval of a revised lease agreement with Bergen Township for two stalls at the County highway shop in Lester Prairie.*

We have been continuing with the terms of the current agreement, which expired in 2005. This revised agreement is similar except it is indefinite and can be terminated by a 90 day notice of either party. The revised agreement includes rental price of \$250.00 per month plus 25% of the monthly electric and gas utility bills which is the same as the expired agreement.

- B. Consider authorization to sell 1957 pneumatic roller to the highest bidder, Randy's Repair Service (Glencoe, MN) with a bid of \$1,531.*

The minimum bid was \$400. 7 bids were received ranging from \$575 to \$1,531.

- C. Consider award of the fairgrounds east improvement project to Wm. Mueller & Sons (Hamburg, MN) with a low bid of \$136,352.50.*

Bids were opened July 30, 2011 with the following other bids received: Hardrives (Rogers, MN) \$138,694.00, Duininck Bros Inc. (Prinsburg, MN) \$153,555.00, Knife River (Alexandria, MN) \$153,564.00 and Barber Construction Inc. (Hopkins, MN) \$215,100.00.

- D. Consider final acceptance and payment of \$0.00 to Mathiowetz Construction (Sleepy Eye, MN) for SP 43-623-05, CSAH 23 reconstruction project east of Lester Prairie.*

This project has been completed and final acceptance/payment is recommended.

7 9:30 PARKS – Director Al Koglin

- A. Consider approval to re-roof 3 park shelters including the north shelter at Lake Marion and both shelters at Phippenburg Park with funding coming from the 2012 budget.*

Quotes for the project are as follows: UpRight Builders, Inc. (Stewart, MN) \$9,452.12; C.T.M. Construction (Silver Lake, MN) \$13,063.00.

8 9:35 INFORMATION SYSTEMS – Network Administrator Matt Troska

- A. Consider approval of agreements for Northland Business Systems (Burnsville, MN) for remote access to the new Vernit voice logger to be installed in the Sheriff's Office.*

Providing Northland Business Systems remote access to the Vernit voice logger will allow Northland to monitor the logger, receive alerts, and respond to issues as they arise, allowing for greater availability of the logger. With remote access Northland will be able to troubleshoot and resolve many issues without having to come on site.

- B. Consider approval of agreements for Trane (for Remote access to Heating and cooling (HVAC) system at HATS.*

Trane needs access to the Tracer Summit software for troubleshooting and supporting the HVAC system at HATS. This will assist them in resolving some ongoing issues that the Highway department has concerns with.

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

- A. Consider approval to purchase 4 Alco-Sensor IV's PBT's (Preliminary Breath Test) from Intoximeters, Inc. (St. Louis, MS) for \$575.00 each equaling \$2,300.00 plus any applicable tax and shipping costs. This purchase is made via MN State Contract #22913.*

These items will be purchased with funds obtained through the MN Safe and Sober grant. We will also use Drug and Alcohol Contingent Funds as the County's match portion.

These PBT's will replace older units in the patrol division.

- B. Consider approval to purchase Stalker DSR 2X radar from Applied Concepts (Plano, TX) for \$2,812 plus any applicable tax. Quotation was less than State Contract price.*

This unit will be paid for by a combination of Safe and Sober grant dollars and money from the Sheriff's Drug and Alcohol Contingent fund.

This unit will replace an older out dated model.

10 9:45 AUDITOR -TREASURER – Auditor-Treasurer Cindy Schultz

- A. Consider adoption of Resolution 12-CB-22 transfer \$2,000,000 from the General Fund unassigned fund balance to the Designated for Capital Assets special revenue fund.*

11 9:50 FIVE-MINUTE RECESS

12 10:00 PLANNING AND ZONING – Zoning Administrator Larry Gasow

- A. Consider approval of Conditional Use Permit 12-Ord 1 for Barry Schaffer. Request is to amend the Hutchinson Joint Planning Ordinance, Section 7, Subdivision 3, Permitted Uses, to add, #21 Churches. The proposed ordinance change would allow church's as a permitted use in the I-1 Light Industrial District. This property is located in the Hutchinson Joint Planning Area.*

The Hutchinson Joint Planning Board recommended denial at their meeting on Wednesday, July 18th, 2012. Staff believes there is a potential for land use conflicts between Industrial land uses and Church/public uses.

Because of this, staff recommends denial of the zoning ordinance amendment. Staff offers the following reasons for recommending denial:

1. Potential land use conflict between industrial and church uses.
2. Comprehensive Plan states standards should be implemented to minimize land use conflicts.
3. Comprehensive Plan states there shall be adequate transitions between different land uses.
4. Comprehensive plan does not list church uses within the purpose of Industrial areas.
5. The use could be located as a Conditional Use Permit in a zoning district where churches are allowed such as, Agricultural, R-I residential, and C-4 commercial districts.
6. Staff believes the request benefits one property owner versus the landowners in the entire Industrial zoning district.

13 10:15 HOUSING AND REDEVELOPMENT AUTHORITY – Commissioners Jim Mills, Dorothy Merrill, Frank Faye and Executive Director Jill Bengtson

- A. Discussion on town home repair needs and a tax levy request for the HRA.*

14 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
- Commissioner reports of committee meetings attended since July 31, 2012.

OTHER

Open Forum
Press Relations

RECESS

Next board meeting August 21, 2012 at 9:00 a.m. in the County Boardroom.

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED BROWNTON MEETING MINUTES – July 31, 2012**

CALL TO ORDER

The regular meeting of the McLeod County Board of Commissioners was called to order at 7:00 p.m. by Board Chair Beverly Wangerin in the Brownton Community Center. Commissioners Nies, Wright, Terlinden and Bayerl were present. County Administrator Patrick Melvin and Assistant County Attorney Amy Olson were also present.

PLEDGE OF ALLEGIANCE

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

CONSIDERATION OF AGENDA ITEMS

Bayerl/Terlinden motion carried unanimously to approve the agenda with no revision.

CONSENT AGENDA

- A. July 17, 2012 County Board Meeting Minutes and Synopsis.
- B. July 13, 2012 Auditor's Warrants
- C. July 20, 2012 Auditor's Warrants.
- D. Adoption of Resolution 12-RB08-21 to waive uncollected bills year ended December 31, 2011.
- E. Approval of out of state travel for Highway Engineer to attend the American Association of State Highway and Transportation Officials (AASHTO) annual meeting November 15-19, 2012 in Pittsburgh, PA. All expenses are paid by MnDOT State Aid.

The MnDOT State Aid office annually sends two officers of the Minnesota County Engineers Association (MCEA) to AASHTO's annual meeting. The Highway Engineer is currently Secretary of MCEA.

AASHTO is a nationally recognized leader in transportation related policies and services. Their mission is to advocate transportation related policies and provides technical services to support states in their efforts to efficiently and safely move people and goods.

- F. Approval of Social Service bills of \$89,280.70.
- G. Approval of IFS bills of \$126,656.43
- H. June 19, 2012 Welfare and Social Service Committee Minutes.
- I. Approval of probation appointment for Angela Abrahamson Eligibility Worker grade 15 effective 7/30/12.
- J. Approval of probation appointment – hiring authority for Kathryn Schesso (Tri- Star ACT Team) Team Lead/Mental Health Professional grade 28 effective 7/2/12.

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

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

General Revenue Fund	37,060.77
Road and Bridge Fund	26,193.33
Solid Waste Fund	16,202.32
County Ditch Fund	1,405.00

Terlinden/Bayerl motion carried unanimously to approve payment of bills totaling \$80,861.42 from the aforementioned funds.

ROAD AND BRIDGE – Assistant Engineer Chad Hausmann

- A. Consider approval of a joint powers agreement with City of Silver Lake for the proposed reconstruction on County State Aid Highway 2 in 2013.*

This is similar to past agreements we have done for joint construction projects in cities. This agreement caps the total County contribution at \$1,200,000.

Bayerl/Terlinden motion carried unanimously to approve the joint powers agreement with the City of Silver Lake for reconstruction on County State Aid Highway 2.

- B. Consider approval of turnback to Sumter Township of old US Highway 212 near Brownton.

Nies/Wright motion carried unanimously to approve the turnback of old US Highway 212 near Brownton to Sumter Township.

The Board was informed that the Fairgrounds paving project bid came in at a low of \$136,000 with Mueller & Sons. The Engineer's estimate was \$160,000. The work will begin after the County fair.

SHERIFF'S OFFICE – Sheriff Scott Rehmann

- A. Consider approval to purchase connectivity equipment for the 800 Mghz system from Alpha Wireless (Mankato, MN) for a total cost of \$158,630.63. Funding will come from money reserved for the ARMER Project.

This equipment will provide the connectivity needed between the Sheriff's Office and the west water tower in Glencoe and the water tower and the Biscay site. This includes all antennas, microwaves, related equipment and installation. The City of Hutchinson will also be purchasing similar equipment for the Hutchinson site. The ARMER program is projected to go live in October as there have been some complications at the Hutchinson site.

Nies/Bayerl motion carried unanimously to approve purchasing connectivity equipment for the 800 Mghz system from Alpha Wireless (Mankato, MN) for a total cost of \$158,630.63 paid for from money reserved for the ARMER Project.

- B. Consider approval to purchase 12 Motorola Bone Conduction ear microphone systems from Alpha Wireless (Mankato, MN) for a total cost of \$4,305.99. Funding will come from money reserved for the ARMER Project. This equipment will be used by the SWAT Team.

Wright/Terlinden motion carried unanimously to approve purchasing 12 Motorola Bone Conduction ear microphone systems from Alpha Wireless (Mankato, MN) for a total cost of \$4,305.99 paid for from money reserved for the ARMER Project.

SOUTHWEST INITIATIVE FOUNDATION – Garrett Backes Development & Communication Specialist

- A. Garrett Backes shared with the Board the Southwest Initiative Foundations (SWIF) mission which is to be a catalyst, facilitating opportunities for economic and social growth. In order to achieve the mission the SWIF has awarded more than \$22 million in grant, more than \$34 million in loans, retained or created more than 8,200 jobs and established 24 community foundations and more than 80 designated funds.

Currently the Foundation is focusing on the areas of economic development, leadership and communication development and regional capacity through offering business leaders and area residents many different educational courses. Within the last year SWIF has set up a program to allow the organization to accept a donation of farmland which can be retained as an asset and continue to be farmed with the proceeds designed for projects within the community. The Foundation currently has several donations such as this in southern Minnesota.

The Southwest Initiative Foundation is requesting \$5,897.00 from the County for their 2013 allocation. This is the same amount as was provided in 2012.

COUNTY ADMINISTRATION

- A. Consider July 10, 2012 Staffing Request Recommendations which included hiring a part time (28 hour) Dietitian (grade 23) to fill the vacancy create by a resignation.

Bayerl/Terlinden motion carried unanimously to approve hiring a part time (28 hour per week) Dietitian (grade 23) in Public Health.

Nies/Terlinden motion carried unanimously to adjourn at 7:50 p.m. until 9:00 a.m. August 7, 2012 in the County Boardroom.

ATTEST:

Beverly Wangerin, Board Chair

Patrick Melvin, County Administrator

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – July 31, 2012

1. Commissioners Wangerin, Bayerl, Terlinden, Nies and Wright were present.
2. Bayerl/Terlinden motion approved the agenda.
3. Nies/Wright motion approved the consent agenda including July 17, 2012 Board Meeting Minutes and Synopsis; July 13, 2012 Auditor's Warrants; July 20, 2012 Auditor's Warrants; Adopt Resolution 12-RB08-21 to waive uncollected bills year ended December 31, 2011; Approve out of state travel for Highway Engineer to attend the American Association of State Highway and Transportation Officials (AASHTO) annual meeting November 15-19, 2012 in Pittsburgh, PA; Approve Social Service bills of \$89,280.70; Approve IFS bills of \$126,656.43; Approve June 19, 2012 Welfare and Social Service Committee Minutes; Approve probation appointment for Angela Abrahamson Eligibility Worker grade 15 effective 7/30/12; Approve probation appointment – hiring authority for Kathryn Schesso (Tri- Star ACT Team) Team Lead/Mental Health Professional grade 28 effective 7/2/12 .
4. Terlinden/Bayerl motion approved payment of bills totaling \$80,861.42 from the following funds: General Revenue \$37,060.77; Road & Bridge \$26,193.33; Solid Waste \$16,202.32 and County Ditch Fund \$1,405.
5. Bayerl/Terlinden motion carried unanimously to approve the joint powers agreement with the City of Silver Lake for reconstruction on County State Aid Highway 2.
6. Nies/Wright motion carried unanimously to approve the turnback of old US Highway 212 near Brownton to Sumter Township.
7. Nies/Bayerl motion carried unanimously to approve purchasing connectivity equipment for the 800 Mghz system from Alpha Wireless (Mankato, MN) for a total cost of \$158,630.63 paid for from money reserved for the ARMER Project.
8. Wright/Terlinden motion carried unanimously to approve purchasing 12 Motorola Bone Conduction ear microphone systems from Alpha Wireless (Mankato, MN) for a total cost of \$4,305.99 paid for from money reserved for the ARMER Project.
9. Bayerl/Terlinden motion carried unanimously to approve hiring a part time (28 hour per week) Dietitian (grade 23) in Public Health.

Complete minutes are on file in the County Administrator's Office. The meeting adjourned at 7:50 p.m. until August 7, 2012.

Attest:

Beverly Wangerin, Board Chair

Patrick Melvin, County Administrator

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



SCHWENDEMA

7/27/12 12:41PM

1 General Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT		...		
2811	CNA GROUP LONG TERM CARE 01-000-000-0000-2048		LONG TERM CARE GENERAL FD 08/01/2012 08/31/2012	1092270	Long Term Care Payable
2811	CNA GROUP LONG TERM CARE		1 Transactions		
3028	MINNESOTA CHILD SUPPORT PAYMENT 01-000-000-0000-2056		CHILD SUPPORT 07/25/2012 07/25/2012	001124208702	Child Support Garnishment Payable
	01-000-000-0000-2056		CHILD SUPPORT 07/25/2012 07/25/2012	001436294701	Child Support Garnishment Payable
	01-000-000-0000-2056		CHILD SUPPORT 07/25/2012 07/25/2012	001439921102	Child Support Garnishment Payable
	01-000-000-0000-2056		CHILD SUPPORT 07/25/2012 07/25/2012	001447664801	Child Support Garnishment Payable
	01-000-000-0000-2056		CHILD SUPPORT 07/25/2012 07/25/2012	001499730601	Child Support Garnishment Payable
3028	MINNESOTA CHILD SUPPORT PAYMENT		5 Transactions		
634	UNITED STATES TREASURY 01-000-000-0000-2055		GARNISHMENT P CAREY 07/25/2012 07/25/2012		Garnishments Payable
634	UNITED STATES TREASURY		1 Transactions		
0	DEPT Total:		1,279.12 ...	3 Vendors	7 Transactions
13	DEPT		Court Administrator's Office		
9555	CONKEL/JEANNE M V 01-013-000-0000-6272		CT APPT AM	JV- 11- 228	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272		CT APPT KK	JV- 12- 125	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272		CT APPT AJ/AJ	JV- 12- 151	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272		CT APPT CR	JV- 12- 43	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6273		CT APPT T STULL	PR- 12- 104	Court Appt Atty- Other
	01-013-000-0000-6273		CT APPT D DOLEZAL	PR- 12- 302	Court Appt Atty- Other
	01-013-000-0000-6273		CT APPT V WANG	PR- 12- 328	Court Appt Atty- Other
	01-013-000-0000-6273		CT APPT C LESTER	PR- 12- 598	Court Appt Atty- Other
	01-013-000-0000-6273		CT APPT J ENRIQUEZ	PR- 12- 97	Court Appt Atty- Other
9555	CONKEL/JEANNE M V		1,624.43	9 Transactions	

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



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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
5915	ELSE/JENNIFER R				
	01-013-000-0000-6273	225.00	CT APPT C GUYETTE	FA-09-2169	Court Appt Atty- Other
	01-013-000-0000-6273	480.00	CT APPT T ELLINGSON	FA-10-1874	Court Appt Atty- Other
	01-013-000-0000-6272	540.00	CT APPT AM	JV-11-228	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272	540.00	CT APPT JU	JV-12-26	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272	480.00	CT APPT DM	JV-12-27	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6273	468.75	CT APPT J FRANK	P9-02-656	Court Appt Atty- Other
	01-013-000-0000-6273	637.50	CT APPT D KRAUS	PR-12-341	Court Appt Atty- Other
5915	ELSE/JENNIFER R	3,371.25		7 Transactions	
812	GAVIN OLSON WINTERS TWISS THIEMAN				
	01-013-000-0000-6272	11.25	CT APPT SW	20120122-000M	Court Appt Atty- Dep/Neg/Ter
812	GAVIN OLSON WINTERS TWISS THIEMAN	11.25		1 Transactions	
283	GLENCOE LAW OFFICE				
	01-013-000-0000-6272	86.25	CT APPT AM JV-11-228	48	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6273	183.75	CT APPT H WILSON PR-12-858	50	Court Appt Atty- Other
	01-013-000-0000-6272	18.75	CT APPT JT JV-12-49	51	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6273	41.25	CT APPT A HANSEN PR-12-724	53	Court Appt Atty- Other
283	GLENCOE LAW OFFICE	330.00		4 Transactions	
848	LIMBERIS/CHRIST N				
	01-013-000-0000-6273	1,109.50	CT APPT ATT EXP CT ORDERED	CR-12-305	Court Appt Atty- Other
848	LIMBERIS/CHRIST N	1,109.50		1 Transactions	
6440	MELCHERT HUBERT SJODIN PLLP				
	01-013-000-0000-6272	30.00	CT APPT KJ JV-10-332&JV-11-105	102579	Court Appt Atty- Dep/Neg/Ter
6440	MELCHERT HUBERT SJODIN PLLP	30.00		1 Transactions	
832	MN REGIONAL MEDICAL EXAMINERS OFI				
	01-013-000-0000-6273	200.00	CT APPT D BUSTOS	CR-12-305	Court Appt Atty- Other
832	MN REGIONAL MEDICAL EXAMINERS OFI	200.00		1 Transactions	
6241	RISTINE/MITCHELL G				
	01-013-000-0000-6272	75.00	CT APPT AM	JV-11-228	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272	97.50	CT APPT RM/DM/PF	JV-12-27	Court Appt Atty- Dep/Neg/Ter
6241	RISTINE/MITCHELL G	172.50		2 Transactions	
377	THE LAW OFFICE OF TROY A SCOTTING				

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
	01-013-000-0000-6272		CT APPT LJ	JV-12-151	Court Appt Atty- Dep/Neg/Ter
	01-013-000-0000-6272		CT APPT WD	JV-12-6	Court Appt Atty- Dep/Neg/Ter
377	THE LAW OFFICE OF TROY A SCOTTING			2 Transactions	
13	DEPT Total:		6,931.43	Court Admtnistrator's Office	9 Vendors 28 Transactions
75	DEPT			Central Services - Charge Backs	
1440	VISA				
	01-075-000-0000-6402		26.23	OREILLY AUTO PARTS	Office Supplies
	01-075-000-0000-6402		682.57	SCIENCECAST	Office Supplies
	01-075-000-0000-6402		125.94	IRIS USA INC	Office Supplies
1440	VISA		834.74	3 Transactions	
75	DEPT Total:		834.74	Central Services - Charge Backs	1 Vendors 3 Transactions
201	DEPT			County Sheriff's Office	
5906	CENTURYLINK				
	01-201-000-0000-6203		47.65	PHONE CHARGES	313138411 Communications
				07/18/2012 08/17/2012	
5906	CENTURYLINK		47.65	1 Transactions	
201	DEPT Total:		47.65	County Sheriff's Office	1 Vendors 1 Transactions
485	DEPT			County Public Health Nursing	
826	HUTCHINSON DOWNTOWN ASSN				
	01-485-000-0000-6350		700.00	SHIP MINI GRANT 3/4 AWARD	Other Services & Charges
826	HUTCHINSON DOWNTOWN ASSN		700.00	1 Transactions	
485	DEPT Total:		700.00	County Public Health Nursing	1 Vendors 1 Transactions
1	Fund Total:		9,792.94	General Revenue Fund	40 Transactions

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



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No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
0	DEPT		...		
2811	CNA GROUP LONG TERM CARE 03-000-000-0000-2048	21.06	LONG TERM CARE HWY FD 08/01/2012 08/31/2012	1092270	Long Term Care Payable
2811	CNA GROUP LONG TERM CARE	21.06	1 Transactions		
661	MESSERLI & KRAMER 03-000-000-0000-2055	253.18	GARNISHMENT K DERRY 07/25/2012 07/25/2012		Garnishments Payable
661	MESSERLI & KRAMER	253.18	1 Transactions		
3028	MINNESOTA CHILD SUPPORT PAYMENT 03-000-000-0000-2056	255.07	CHILD SUPPORT 07/25/2012 07/25/2012	001253574102	Child Support Garnishment Payable
3028	MINNESOTA CHILD SUPPORT PAYMENT	255.07	1 Transactions		
0	DEPT Total:	529.31	...	3 Vendors	3 Transactions
340	DEPT		Highway Equipment Maintenance		
5906	CENTURYLINK 03-340-000-0000-6203	31.04	TELEPHONE SL	3203272214110	Communications
	03-340-000-0000-6203	6.51	TELEPHONE SL	3203272214110	Communications
	03-340-000-0000-6203	44.95	TELEPHONE SL	3203272214110	Communications
	03-340-000-0000-6203	30.29	TELEPHONE BROWNTON	3203285317183	Communications
	03-340-000-0000-6203	4.07	TELEPHONE BROWNTON	3203285317183	Communications
	03-340-000-0000-6203	44.95	TELEPHONE BROWNTON	3203285317183	Communications
	03-340-000-0000-6203	31.74	TELEPHONE LP	3203952071067	Communications
	03-340-000-0000-6203	6.46	TELEPHONE LP	3203952071067	Communications
	03-340-000-0000-6203	44.95	TELEPHONE LP	3203952071067	Communications
5906	CENTURYLINK	244.96	9 Transactions		
32	CITY OF BROWNTON 03-340-000-0000-6253	74.45	ELECTRIC	1AVS000208	Electricity
	03-340-000-0000-6257	57.63	WATER SEWER	1AVS000208	Sewer, Water And Garbage Removal
32	CITY OF BROWNTON	132.08	2 Transactions		
5175	FLEET SERVICES 03-340-000-0000-6455	1,024.03	UNLEADED FUEL	28311796	Motor Fuels And Lubrication
	03-340-000-0000-6455	51.21	EXEMPT TAX UNLEADED	28311796	Motor Fuels And Lubrication

SCHWENDEMA

7/27/12 12:41PM

3 Road & Bridge Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
	03-340-000-0000-6567		DIESEL FUEL	28311796	Diesel Fuel & Tax
	03-340-000-0000-6567		EXEMPT TAX DIESEL	28311796	Diesel Fuel & Tax
5175	FLEET SERVICES			4 Transactions	
1746	NUSS TRUCK & EQUIPMENT				
	03-340-000-0000-6610		2013 MACK TANDEM TK ASSET 7406	3791	Capital - Over \$5,000 (Fixed Assets)
1746	NUSS TRUCK & EQUIPMENT			1 Transactions	
340	DEPT Total:		Highway Equipment Maintenance	4 Vendors	16 Transactions
3	Fund Total:		Road & Bridge Fund		19 Transactions

SCHWENDEMA
 7/27/12 12:41PM
 5 Solid Waste 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>Acer</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>
					<u>On Behalf of Name</u>
393	DEPT			Materials Recovery Facility	
	664 LENTSCH TRUCKING				
	05- 393- 000- 0000- 6269		3,325.00	RECYCLED MATL SHIPPING	Contracts
				07/03/2012 07/24/2012	
	664 LENTSCH TRUCKING		3,325.00	1 Transactions	
393	DEPT Total:		3,325.00	Materials Recovery Facility	1 Vendors 1 Transactions
5	Fund Total:		3,325.00	Solid Waste Fund	1 Transactions

SCHWENDEMA
 7/27/12 12:41PM
 25 Special 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	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
101	DEPT		County Recorder's Office		
8440	ROWEKAMP ASSOCIATES INC				
	25-101-000-0000-6350	6,412.50	ARCVIEW SINGLE USE LICENSE	2012074	Other Services & Charges
8440	ROWEKAMP ASSOCIATES INC	6,412.50	1 Transactions		
101	DEPT Total:	6,412.50	County Recorder's Office	1 Vendors	1 Transactions
252	DEPT		Jail Canteen Account		
392	GLENCOE POST OFFICE				
	25-252-000-0000-6205	270.00	STAMPS 6 ROLLS		Postage And Postal Box Rental
392	GLENCOE POST OFFICE	270.00	1 Transactions		
298	SPORTS ILLUSTRATED				
	25-252-000-0000-6450	119.25	SUBSCRIPTION	456520063	Subscriptions
298	SPORTS ILLUSTRATED	119.25	1 Transactions		
252	DEPT Total:	389.25	Jail Canteen Account	2 Vendors	2 Transactions
603	DEPT		County Extension		
2321	ORIENTAL TRADING CO INC				
	25-603-000-0000-6350	187.45	DAYCAMP SUPPLIES	651999378-01	Other Services & Charges
2321	ORIENTAL TRADING CO INC	187.45	1 Transactions		
603	DEPT Total:	187.45	County Extension	1 Vendors	1 Transactions
613	DEPT		Water Resource Management - Grant		
3847	MINNESOTA RIVER BOARD				
	25-613-000-0000-6245	25.00	2012 CONF M CREECH		Dues And Registration Fees
3847	MINNESOTA RIVER BOARD	25.00	1 Transactions		
613	DEPT Total:	25.00	Water Resource Management - Grant	1 Vendors	1 Transactions
840	DEPT		Juvenile Restitution Fund		
10359	CITY OF LESTER PRAIRIE				
	25-840-000-0000-6850	439.83	CSW HRS MH		Collections For Other Agencies
10359	CITY OF LESTER PRAIRIE	439.83	1 Transactions		

SCHWENDEMA
 7/27/12 12:41PM
 25 Special Revenue Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>	<u>Acer</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
819 PETERS/JEFFREY 25- 840- 000- 0000- 6850		571.66	CSW HRS DW	Collections For Other Agencies
819 PETERS/JEFFREY		571.66	1 Transactions	
11836 SHEROD/ROBERT AND LORI 25- 840- 000- 0000- 6850		581.05	83 HRS CSW JH	Collections For Other Agencies
11836 SHEROD/ROBERT AND LORI		581.05	1 Transactions	
840 DEPT Total:		1,592.54	Juvenile Restitution Fund	3 Vendors 3 Transactions
25 Fund Total:		8,606.74	Special Revenue Fund	8 Transactions

SCHWENDEMA

7/27/12 12:41PM
82 Community Health Service

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Acer	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
853	DEPT			Local Public Health Grant		
	222 MEEKER COUNTY TREASURER					
	82- 853- 000- 0000- 6855		17,602.50	2ND QTR 2012 LPH ALLOCATION		Chs
	82- 853- 000- 0000- 6855		17,602.50	3RD QTR 2012 LPH ALLOCATION		Chs
	222 MEEKER COUNTY TREASURER		35,205.00	2 Transactions		
	314 SIBLEY COUNTY TREASURER					
	82- 853- 000- 0000- 6855		13,251.00	2ND QTR 2012 LPH ALLOCATION		Chs
	82- 853- 000- 0000- 6855		13,251.00	3RD QTR 2012 LPH ALLOCATION		Chs
	314 SIBLEY COUNTY TREASURER		26,502.00	2 Transactions		
853	DEPT Total:		61,707.00	Local Public Health Grant	2 Vendors	4 Transactions
857	DEPT			HEALTHY HOMES		
	222 MEEKER COUNTY TREASURER					
	82- 857- 000- 0000- 6850		4,760.00	2ND QTR 2012 HEALTHY HOMES		Collections For Other Agencies
	222 MEEKER COUNTY TREASURER		4,760.00	1 Transactions		
	314 SIBLEY COUNTY TREASURER					
	82- 857- 000- 0000- 6850		8,306.02	2ND QTR 2012 HEALTHY HOMES		Collections For Other Agencies
	314 SIBLEY COUNTY TREASURER		8,306.02	1 Transactions		
857	DEPT Total:		13,066.02	HEALTHY HOMES	2 Vendors	2 Transactions
862	DEPT			SHIP		
	5576 BACHMAN/MARY					
	82- 862- 000- 0000- 6121		980.00	SHIP GRANT TIME		Personnel Wages
	5576 BACHMAN/MARY		980.00	1 Transactions		
862	DEPT Total:		980.00	SHIP	1 Vendors	1 Transactions
874	DEPT			Drug Free Communities- DOJ Grant 16.		
	222 MEEKER COUNTY TREASURER					
	82- 874- 000- 0000- 6850		4,701.00	2ND QTR DFC 2012		Collections For Other Agencies
	222 MEEKER COUNTY TREASURER		4,701.00	1 Transactions		

SCHWENDEMA
 7/27/12 12:41PM
 82 Community Health Service

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Acer</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
874 DEPT Total:		4,701.00	Drug Free Communities- DOJ Grant 16	1 Vendors	1 Transactions
82 Fund Total:		80,454.02	Community Health Service Fun		8 Transactions

SCHWENDEMA
 7/27/12 12:41PM
 84 Supporting Hands N F P Fu

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Amount	Service Dates	On Behalf of Name
				Paid On Bhf #	
490	DEPT		Supporting Hands Nurse Family Partner		
	165 CASH WISE				
	84-490-000-0000-6336		108.16	MTG EXP	Meals, Lodging, Parking & Miscellaneous
				07/16/2012 07/16/2012	
	165 CASH WISE		108.16	1 Transactions	
490	DEPT Total:		108.16	Supporting Hands Nurse Family Partne	1 Vendors 1 Transactions
84	Fund Total:		108.16	Supporting Hands N F P Fund	1 Transactions

SCHWENDEMA
 7/27/12 12:41PM
 86 Trust and Agency Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
975	DEPT		DNR Clearing Account		
509	MINNESOTA DNR 86-975-000-0000-6850		DNR		Collections For Other Agencies
		769.50	07/17/2012 07/23/2012		
509	MINNESOTA DNR	769.50		1 Transactions	
975	DEPT Total:	769.50	DNR Clearing Account	1 Vendors	1 Transactions
976	DEPT		Game & Fish Clearing Account		
509	MINNESOTA DNR 86-976-000-0000-6850		G & F		Collections For Other Agencies
		45.50	07/17/2012 07/23/2012		
509	MINNESOTA DNR	45.50		1 Transactions	
976	DEPT Total:	45.50	Game & Fish Clearing Account	1 Vendors	1 Transactions
86	Fund Total:	815.00	Trust and Agency Fund		2 Transactions
	Final Total:	213,576.52	43 Vendors	82 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	9,792.94	General Revenue Fund	
	3	109,919.20	Road & Bridge Fund	
	5	3,325.00	Solid Waste Fund	
	11	555.46	Human Service Fund	
	25	8,606.74	Special Revenue Fund	
	82	80,454.02	Communjty Health Service Fund	
	84	108.16	Supporting Hands N F P Fund	
	86	815.00	Trust and Agency Fund	
All Funds		213,576.52	Total	Approved by,
			
			

SCHWENDEMA
7/30/12 11:39AM
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>Acer</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			...		
	8714 UNION SECURITY INSURANCE COMPANY					
	01-000-000-0000-2041		877.40	STD PREMIUM GENERAL FD		Short Term Disability Payable
				08/01/2012 08/30/2012		
	01-000-000-0000-2050		1,681.06	LTD PREMIUM GENERAL FD		Long Term Disability Payable
				08/01/2012 08/30/2012		
	8714 UNION SECURITY INSURANCE COMPANY		2,558.46	2 Transactions		
0	DEPT Total:		2,558.46	...	1 Vendors	2 Transactions
101	DEPT			County Recorder's Office		
	841 LUNA & LUNA LLP					
	01-101-000-0000-6810		148.50	REFUND OF STATE DEED TAX	DOC A- 403998	Refunds And Reimbursements
	841 LUNA & LUNA LLP		148.50	1 Transactions		
101	DEPT Total:		148.50	County Recorder's Office	1 Vendors	1 Transactions
1	Fund Total:		2,706.96	General Revenue Fund		3 Transactions

SCHWENDEMA

7/30/12 11:39AM

3 Road & Bridge Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Acer</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			...		
	8714 UNION SECURITY INSURANCE COMPANY					
	03-000-000-0000-2041		21.35	STD PREMIUM HWY FD		Short Term Disability Payable
				08/01/2012 08/30/2012		
	03-000-000-0000-2050		163.20	LTD PREMIUM HWY FD		Long Term Disability Payable
				08/01/2012 08/30/2012		
	8714 UNION SECURITY INSURANCE COMPANY		184.55	2 Transactions		
0	DEPT Total:		184.55	...	1 Vendors	2 Transactions
3	Fund Total:		184.55	Road & Bridge Fund		2 Transactions

SCHWENDEMA
 7/30/12 11:39AM
 5 Solid Waste Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Acer	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
393 DEPT		Materials Recovery Facility		
8714 UNION SECURITY INSURANCE COMPANY		18.30 STD PREMIUM MRF FD		Short Term Disability Payable
05-393-000-0000-2041		08/01/2012 08/30/2012		
05-393-000-0000-2050		13.08 LTD PREMIUM SW FD		Long Term Disability Payable
		08/01/2012 08/30/2012		
8714 UNION SECURITY INSURANCE COMPANY		31.38	2 Transactions	
393 DEPT Total:		31.38	1 Vendors	2 Transactions
397 DEPT		Household Hazardous Waste		
8714 UNION SECURITY INSURANCE COMPANY		9.15 LTD PREMIUM HHW FD		Long Term Disability Payable
05-397-000-0000-2050		08/01/2012 08/30/2012		
8714 UNION SECURITY INSURANCE COMPANY		9.15	1 Transactions	
397 DEPT Total:		9.15	1 Vendors	1 Transactions
5 Fund Total:		40.53		3 Transactions

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
420	DEPT		Income Maintenance		
8714	UNION SECURITY INSURANCE COMPANY				
	11-420-000-0000-2041	57.50	STD PREMIUM INC MAINT FD		Short Term Disability Payable
			08/01/2012 08/30/2012		
	11-420-000-0000-2050	141.09	LTD PREMIUM INC MAINT FD		Long Term Disability Payable
			08/01/2012 08/30/2012		
8714	UNION SECURITY INSURANCE COMPANY	198.59	2 Transactions		
420	DEPT Total:	198.59	Income Maintenance	1 Vendors	2 Transactions
430	DEPT		Individual and Family Social Services		
8714	UNION SECURITY INSURANCE COMPANY				
	11-430-000-0000-2041	572.40	STD PREMIUM WELFARE FD		Short Term Disability Payable
			08/01/2012 08/30/2012		
	11-430-000-0000-2050	504.67	LTD PREMIUM WELFARE FD		Long Term Disability Payable
			08/01/2012 08/30/2012		
8714	UNION SECURITY INSURANCE COMPANY	1,077.07	2 Transactions		
430	DEPT Total:	1,077.07	Individual and Family Social Services	1 Vendors	2 Transactions
11	Fund Total:	1,275.66	Human Service Fund		4 Transactions

SCHWENDEMA
 7/30/12 11:39AM
 84 Supporting Hands N F P Fu

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
490 DEPT		Supporting Hands Nurse Family Partner		
8714 UNION SECURITY INSURANCE COMPANY				
84- 490- 000- 0000- 2041		143.50 STD PREMIUM SHNFP FD		Short Term Disability Payable
		08/01/2012 08/30/2012		
84- 490- 000- 0000- 2050		100.15 LTD PREMIUM SHNFP FD		Long Term Disability Payable
		08/01/2012 08/30/2012		
8714 UNION SECURITY INSURANCE COMPANY		243.65 2 Transactions		
490 DEPT Total:		243.65 Supporting Hands Nurse Family Partne	1 Vendors	2 Transactions
84 Fund Total:		243.65 Supporting Hands N F P Fund		2 Transactions

SCHWENDEMA
 7/30/12 11:39AM
 86 Trust and Agency Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Acer	Service Dates	Paid On Bhf #	On Behalf of Name
930	DEPT		Victims Assistance Program - Local Fun		
	7612 MCLEOD ALLIANCE FOR VICTIMS				
	86- 930- 000- 0000- 6850		2ND QTR 2012 VA PROGRAM		Collections For Other Agencies
	7612 MCLEOD ALLIANCE FOR VICTIMS		985.25		
			985.25		1 Transactions
930	DEPT Total:		985.25	Victims Assistance Program - Local Fu	1 Vendors 1 Transactions
86	Fund Total:		985.25	Trust and Agency Fund	1 Transaction
	Final Total:		5,436.60	9 Vendors	15 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	2,706.96	General Revenue Fund
3	184.55	Road & Bridge Fund
5	40.53	Solid Waste Fund
11	1,275.66	Human Service Fund
84	243.65	Supporting Hands N F P Fund
86	985.25	Trust and Agency Fund
All Funds	5,436.60	Total

Approved by,
.....
.....



McLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE, Hutchinson, MN 55350

(320) 484-4321 • Fax (320) 234-6971

John Brunkhorst, P.E.
County Engineer

Chad Hausmann, P.E.
Assistant County Engineer

Elvis Voigt
Maintenance Superintendent

Christy Christensen
GIS Director

LESTER PRAIRIE HIGHWAY SHOP LEASE

1. Parties

The parties to this Agreement are McLeod County hereinafter referred to as County, and Bergen Township hereinafter referred to as Township.

2. Duration and Termination of Agreement

This Agreement shall continue indefinitely, subject to cancellation by either party upon a 90 day written notice.

3. The Duties of the Parties

- a) The County agrees to provide the Township two stalls located at the county highway shop in Lester Prairie, Minnesota.
- b) The Township shall also have use of bathroom facilities and use of tools and equipment at the shop for making repairs.
- c) All equipment, tools, and property owned by the County may not be removed from the county shop by the Township.
- d) The Township agrees to pay \$250.00 per month for the rental of the facility plus 25% of the monthly electric and gas utility bills.
- e) The Township may purchase County supplies or materials for cost plus additional markup in accordance with the current Highway Department Fee Schedule.

4. Insurance

- a) McLeod County agrees to maintain insurance on the building and all personal property belonging to the County.
- b) The Township is responsible for maintaining insurance on their equipment and their employees.
- c) The Township agrees to indemnify McLeod County for harm to Township equipment or employees or the general public on township business while they are using the County building or property.

Dated: _____, Township Board Chair

Dated: _____, Township Clerk

Dated: _____, County Board Chair

Dated: _____, County Administrator

1957 Pneumatic Roller

Bid results

\$ 1531.00	Randy's Repair Service	13093 110 th St Glencoe, MN 55336
\$966.00	Hjerpe Contracting Inc	16246 HWY 15 S PO Box 517 Hutchinson, MN 55350
\$885.00	Steve Reiner	15161 Page Ave Hutchinson, MN 55350
\$700.00	Swift Co HWY Dept	1635 Hoban Ave PO Box 241 Benson, MN 56215
\$650.00	Jon McCorkell	103 S 6 th St Estherville, IA 51334
\$630.00	Jerome Burmeister	976 Thomas Ave SW Hutchinson, MN 55350
\$575.00	Pipestone Co HWY Dept	600 4 th St NW PO Box 276 Pipestone, MN 56164



7/31/2012

McLeod County Highway Department Project Bid Summary

Project Name: Fairgrounds East Improvements Contract No.: 5012
 Client: McLeod County Highway Department Project No.: CP 12-000-05
 Bid Opening: 07/30/2012 1:00 PM Owner: McLeod County Highway Department

Vendor Number	Business Name	Total Bid Amount	Percent Over/Under Estimate
	Engineers Estimate	\$168,210.00	
0011	Wm. Mueller & Sons, Inc.	\$136,352.50	18.94% UNDER ESTIMATE
-	Hardrives	\$138,694.00	17.55% UNDER ESTIMATE
4365	Duininck, Inc.	\$153,555.00	8.71% UNDER ESTIMATE
0012	Knife River	\$153,564.00	8.71% UNDER ESTIMATE
N/A	Barber Construction Inc	\$215,100.00	27.88% OVER ESTIMATE



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE
 Hutchinson, MN 55350
 Project SP 043-623-005 - RECONSTRUCT CSAH 23
 Final Pay Request No. 9

Contractor: Mathiowetz Construction
 30676 Co Rd 24
 Sleepy Eye, MN 56073

Contract No. 1023
 Vendor No. 5556
 For Period: 10/6/2011 - 7/6/2012
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$1,319,105.73
Contract Changes	\$45,521.60
Revised Contract	\$1,364,627.33

Work Certified To Date

Base Bid Items	\$1,323,738.24
Change Orders	\$13,256.28
Backsheets	\$7,378.35
Supplemental Agreements	\$0.00
Work Orders	\$26,584.97
Material On Hand	\$0.00
Total	\$1,370,957.84

Funds Encumbered

Original	\$1,319,105.73
Additional	\$0.00
Total	\$1,319,105.73

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SP 043-623-005	(\$6,889.24)	\$1,370,957.84	\$0.00	\$1,370,957.84	\$0.00	\$1,370,957.84
			Percent Retained: 0%			
Amount Paid This Final Pay Request					\$0.00	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

John Brunken

 County/City/Project Engineer
 Date 7/16/12

Approved By Mathiowetz Construction

Brian J. Mathiowetz

 Contractor
 Date 7-26-12

MCLEOD COUNTY HIGHWAY DEPARTMENT
1400 Adams Street SE
Hutchinson, MN 55350
Project No. SP 043-623-005
Final Pay Request No. 9

McLeod County Highway Department
Certificate of Final Contract Acceptance
Final Voucher No.: 9

Low S.P. No.: SP 043-623-005

Contract No.: 1023

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 7/12/12 Signature Phillip Selby County/City/Project Engineer McLeod County

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$1,370,957.84 and agrees to the amount of \$0.00 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Mathiowetz Construction By Brian Mathiowetz

And Ronda Mathiowetz And _____

State of Minnesota, McLeod County Highway Department

On This 26 Day July, 2012, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

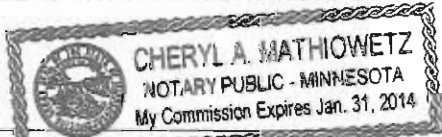
Brian G Mathiowetz And Ronda G Mathiowetz to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and Sec/Treas of the

Mathiowetz Const Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said President and Sec/Treas acknowledged said instrument to be the free act and deed of said Corporation.

Notarial



Seal

My Commission as Notary Public in Beeson County

Expires 1-31-14 Signature Cheryl A Mathiowetz

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

MCLEOD COUNTY HIGHWAY DEPARTMENT
1400 Adams Street SE
Hutchinson, MN 55350
Project No. SP 043-623-005
Final Pay Request No. 9

McLeod County Highway Department
Certificate of Final Acceptance
County Board Acknowledgment

Contract Number: 1023
Contractor: 5556 - Mathiowetz Construction
Date Certified: 7/6/2012
Payment Number: 9

Whereas; Contract No. 1023 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the McLeod County Highway Department and authorize final payment as specified herein.

McLeod County Highway Department
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20__

At _____, Minnesota

Signed By _____
County _____

(SEAL)

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	06/01/2010	07/31/2010	\$331,940.64	\$16,597.03	\$315,343.61
2	08/01/2010	08/31/2010	\$243,074.22	\$12,153.71	\$230,920.51
3	09/01/2010	09/30/2010	\$190,538.94	\$9,526.95	\$181,011.99
4	10/01/2010	11/12/2010	\$1,885.50	\$94.28	\$1,791.22
5	11/13/2010	06/15/2011	\$548,526.84	\$27,426.34	\$521,100.50
6	06/16/2011	07/13/2011	\$21,873.99	\$1,093.70	\$20,780.29
7	07/14/2011	08/05/2011	\$1,700.00	(\$66,892.01)	\$68,592.01
8	08/06/2011	10/05/2011	\$38,306.95	\$6,889.24	\$31,417.71
9	10/06/2011	07/06/2012	(\$6,889.24)	(\$6,889.24)	\$0.00
Totals:			\$1,370,957.84	\$0.00	\$1,370,957.84

SP 043-623-005 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	-7,778.86	0.00	0.00	-7,778.86	-7,778.86	
001	5,000.00	0.00	4,975.00	25.00	5,000.00	
003	1,217,204.07	0.00	1,210,232.88	6,971.19	1,217,204.07	
005	138,256.03	0.00	137,564.75	691.28	138,256.03	
006	18,276.60	0.00	18,185.22	91.38	18,276.60	
Totals:		\$1,370,957.84	\$0.00	\$1,370,957.84	(\$0.00)	\$1,370,957.84

SP 043-623-005 Encumbrance Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
0233	Local	0.00	0.00	0.00	0.00
0233-3	Federal	3,600.00	720,000.00	720,000.00	720,000.00
0234-1	Regular (CSAH)	-4,037.03	554,174.93	516,795.23	563,553.22
0234-5	BrBnd/Oth Bnd Prgms	345.64	72,052.41	63,910.50	69,128.02
0234-6	Miscellaneous	91.38	18,400.00	18,400.00	18,276.60
Totals:		(\$0.00)	\$1,364,627.33	\$1,319,105.73	\$1,370,957.84

MICLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Bridge 43J12									
1	2412.511	10X6 PRECAST CONCRETE BOX CULVERT	LIN FT	\$472.00	168	0	\$0.00	168	\$79,296.00
2	2412.512	10X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	\$5,885.00	4	0	\$0.00	4	\$23,540.00
3	2442.501	Remove Existing Bridge	LUMP SUM	\$5,000.00	1	0	\$0.00	1	\$5,000.00
4	2451.503	GRANULAR BACKFILL (CV)	CU YD	\$9.00	313	0	\$0.00	393	\$3,537.00
5	2451.509	AGGREGATE BEDDING (CV)	CU YD	\$12.50	500	0	\$0.00	0	\$0.00
6	2511.504	QUARRY RUN RIPRAP	TON	\$42.00	379	0	\$0.00	371.41	\$15,599.22
7	2557.603	TEMPORARY FENCE DESIGN SPECIAL	LIN FT	\$2.00	80	0	\$0.00	0	\$0.00
8	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	\$1.50	102	0	\$0.00	0	\$0.00
Totals For Section Bridge 43J12:							\$0.00		\$126,972.22
CITY OF LESTER PRAIRIE									
64	2504.603	12" PVC WATERMAIN (C900 DR18)	LIN FT	\$30.00	190	0	\$0.00	200	\$6,000.00
66	2504.603	TRACER WIRE ACCESS BOX	EACH	\$120.00	1	0	\$0.00	1	\$120.00
65	2504.603	24" STEEL CASING PIPE	LIN FT	\$65.00	180	0	\$0.00	180	\$11,700.00
67	2504.608	WATERMAIN FITTINGS	POUND	\$3.65	200	0	\$0.00	84	\$306.60
68	2564.531	SIGN PANELS TYPE SPECIAL	SQ FT	\$300.00	0.5	0	\$0.00	0.5	\$150.00
Totals For Section CITY OF LESTER PRAIRIE:							\$0.00		\$18,276.60
Drainage									
9	2501.511	15" CS PIPE CULVERT	LIN FT	\$17.60	244	0	\$0.00	244	\$4,294.40
10	2501.511	18" CS PIPE CULVERT	LIN FT	\$19.85	505	0	\$0.00	505	\$10,024.25
11	2501.511	24" RC PIPE CULVERT	LIN FT	\$34.30	316	0	\$0.00	316	\$10,838.80
12	2501.511	36" RC PIPE CULVERT	LIN FT	\$68.75	80	0	\$0.00	80	\$5,500.00
13	2501.567	18" GS SAFETY APRON W/O GRATE	EACH	\$171.00	14	0	\$0.00	14	\$2,394.00
14	2501.567	15" GS SAFETY APRON W/O GRATE	EACH	\$148.00	6	0	\$0.00	6	\$888.00
15	2501.569	24" RC PIPE SAFETY APRON W/O GRATE	EACH	\$493.00	8	0	\$0.00	8	\$3,944.00
16	2501.569	36" RC PIPE SAFETY APRON W/O GRATE	EACH	\$916.00	2	0	\$0.00	2	\$1,832.00
17	2502.541	8" PERF PE PIPE DRAIN	LIN FT	\$8.15	1450	0	\$0.00	1437	\$11,711.55
18	2503.511	8" SDR 35 PVC Pipe Sewer	Lin FT	\$10.00	40	0	\$0.00	40	\$400.00
19	2504.602	ADJUST VALVE BOX	EACH	\$537.00	1	0	\$0.00	1	\$537.00
20	2506.602	RECONSTRUCT SANITARY MANHOLE	EACH	\$280.00	2.6	0	\$0.00	2.6	\$728.00
69	2515.604	ARTICULATED INTERLOCKING BLOCK	SY	\$99.50	26	0	\$0.00	26	\$2,587.00

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Totals For Section Drainage:							\$0.00		\$56,679.00
Erosion Control									
21	2511.501	RANDOM RIPRAP CLASS II	CU YD	\$60.00	14	0	\$0.00	14	\$840.00
22	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.40	8498	0	\$0.00	4250	\$5,950.00
23	2573.540	FILTER LOG TYPE WOOD FIBER BIOROLL	LIN FT	\$2.50	840	0	\$0.00	495	\$1,237.50
24	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1,500.00	1	0.5	\$750.00	1	\$1,500.00
25	2575.501	SEEDING	ACRE	\$75.00	14.45	0	\$0.00	23.94	\$1,795.50
26	2575.502	SEED MIXTURE 270	POUND	\$1.49	270	0	\$0.00	460	\$685.40
27	2575.502	SEED MIXTURE 350	POUND	\$2.64	559	0	\$0.00	719.25	\$1,898.82
28	2575.502	SEED MIXTURE 250	POUND	\$1.40	391	0	\$0.00	850	\$1,190.00
29	2575.511	MULCH MATERIAL TYPE 1	TON	\$90.00	28.9	0	\$0.00	36.32	\$3,268.80
30	2575.519	DISK ANCHORING	ACRE	\$55.00	14.45	0	\$0.00	22.95	\$1,262.25
31	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$0.89	7400	0	\$0.00	9550	\$8,499.50
32	2575.532	COMMERCIAL FERTILIZER ANALYSIS 20-10-20	POUND	\$0.40	1957	0	\$0.00	3800	\$1,520.00
33	2575.532	COMMERCIAL FERTILIZER ANALYSIS 24-12-24	POUND	\$0.40	788	0	\$0.00	2350	\$940.00
34	2575.572	RAPID STABILIZATION METHOD 4	SQ YD	\$0.89	5370	0	\$0.00	5324	\$4,738.36
Totals For Section Erosion Control:							\$750.00		\$35,326.13
Grading									
35	2105.521	GRANULAR BORROW (CV)	CU YD	\$9.22	10300	0	\$0.00	10300	\$94,966.00
36	2105.522	SELECT GRANULAR BORROW MOD 12% (CV)	CU YD	\$9.22	4314	0	\$0.00	4314	\$39,775.08
37	2105.604	GEOTEXTILE FABRIC TYPE 1	SQ YD	\$2.75	120	0	\$0.00	120	\$330.00
38	2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	\$3.15	66297	0	\$0.00	66297	\$208,835.55
39	2106.607	COMMON EXCAVATION (P)	CY	\$0.25	74385	0	\$0.00	74385	\$18,596.25
40	2111.501	TEST ROLLING (P)	ROAD STA	\$25.00	63	0	\$0.00	63	\$1,575.00
41	2123.501	COMMON LABORERS	HOUR	\$50.00	20	0	\$0.00	8	\$400.00
42	2123.610	TRACTOR MOUNTED BACKHOE-LOADER	HOUR	\$130.00	20	0	\$0.00	7	\$910.00
43	2232.501	MILL BITUMINOUS SURFACE (3.0") (P)	SQ YD	\$1.96	17691	0	\$0.00	17691	\$34,674.36
44	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SQ YD	\$1.68	18469	0	\$0.00	18469	\$31,027.92
45	2451.511	COARSE FILTER AGGREGATE (CV)	CU YD	\$49.00	27	0	\$0.00	27	\$1,323.00
Totals For Section Grading:							\$0.00		\$432,413.16
Misc.									

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
46	2540.602	RELOCATE MAIL BOX	EACH	\$125.00	20	0	\$0.00	21	\$2,625.00	
47	2545.602	INSTALL LIGHTING UNIT	EACH	\$1,770.00	1	0	\$0.00	0	\$0.00	
48	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,400.00	1	0	\$0.00	1	\$3,400.00	
49	2575.550	COMPOST, GRADE 2	CU YD	\$40.00	45	0	\$0.00	45	\$1,800.00	
50	2582.502	4" SOLID LINE WHITE - PAINT	LIN FT	\$0.12	1060	0	\$0.00	413	\$49.56	
51	2582.502	4" SOLID LINE YELLOW - PAINT	LIN FT	\$0.13	3010	0	\$0.00	1206	\$156.78	
52	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	\$0.26	1490	0	\$0.00	2010	\$522.60	
53	2582.502	4" BROKEN LINE YELLOW - PAINT	LIN FT	\$0.13	950	0	\$0.00	825	\$107.25	
63	2582.502	6" SOLID LINE WHITE - PAINT	LIN FT	\$0.15	12480	0	\$0.00	12240	\$1,836.00	
Totals For Section Misc.:								\$0.00		\$10,497.19
Pavement										
54	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$17.65	5374	0	\$0.00	5374	\$94,851.10	
55	2221.503	AGGREGATE SHOULDERING (CV) CLASS 5 (P)	CU YD	\$19.90	686	0	\$0.00	686	\$13,651.40	
56	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	\$2.60	2162	0	\$0.00	1907	\$4,958.20	
57	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$60.62	4758	0	\$0.00	4895.09	\$296,740.36	
70	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	\$56.90	3779	0	\$0.00	3921.07	\$223,108.88	
Totals For Section Pavement:								\$0.00		\$633,309.94
Removals										
58	2101.511	CLEARING AND GRUBBING	LUMP SUM	\$6,800.00	1	0	\$0.00	1	\$6,800.00	
59	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$4.00	583	0	\$0.00	583	\$2,332.00	
60	2104.509	REMOVE LIGHT BASE FOUNDATION	EACH	\$200.00	1	0	\$0.00	1	\$200.00	
61	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	179	0	\$0.00	138	\$552.00	
62	2104.523	SALVAGE LIGHT POLE	EACH	\$1,380.00	1	0	\$0.00	1	\$1,380.00	
Totals For Section Removals:								\$0.00		\$11,264.00
Backsheet 1 - Soil exposed to probable erosion withholdings										
71	2105.601	Unfinished areas exposed to probable erosion	acres	(\$3,000.00)	14.45	0	\$0.00	14.45	(\$43,350.00)	
72	2105.601	Unfinished areas exposed to probable erosion	acres	\$3,000.00	14.45	0	\$0.00	14.45	\$43,350.00	
73	2105.601	Withheld amount for areas exposed to probable erosion with rough grading and topsoil placement complete	Acres	(\$1,500.00)	14.45	0	\$0.00	0	\$0.00	
74	2105.601	Withheld amount for areas exposed to probable erosion with rough grading and topsoil placement complete	Acres	\$1,500.00	14.45	0	\$0.00	0	\$0.00	

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
75	2105.601	Withheld amount for mulch and seeding prior to seed being accepted	Acres	(\$600.00)	14.45	0	\$0.00	14.45	(\$8,670.00)
76	2105.601	Withheld amount for mulch and seeding prior to seed being accepted	Acres	\$600.00	14.45	0	\$0.00	14.45	\$8,670.00
Totals For Backsheet 1 - Soil exposed to probable erosion withholdings:								\$0.00	\$0.00
Backsheet 2 - HydroMulch at the Box Culvert									
78	2575.571	Rapid Stabilization Method 3	M Gal	\$566.00	3	0	\$0.00	6	\$3,396.00
Totals For Backsheet 2 - HydroMulch at the Box Culvert:								\$0.00	\$3,396.00
Backsheet 3 - May, June 2011 Fuel Escalation Adjustment									
88	1910.001	Fuel Escalation	Lump Sum	\$3,842.73	1	0	\$0.00	1	\$3,842.73
Totals For Backsheet 3 - May, June 2011 Fuel Escalation Adjustment:								\$0.00	\$3,842.73
Backsheet 4 - Mathiowetz reimbursment due to overpayment									
90	2360.501	Bituminous Core Density Incentive/Disincentive	Lump Sum	\$139.62	1	1	\$139.62	1	\$139.62
Totals For Backsheet 4 - Mathiowetz reimbursment due to overpayment:								\$139.62	\$139.62
Change Order 2 - Bituminous Density and Ride Incentive/Disincentive									
87	2360.501	Bituminous Ride Incentive/Disincentive	Lump Sum	(\$790.23)	1	0	\$0.00	1	(\$790.23)
86	2360.501	Bituminous Core Density Incentive/Disincentive	Lump Sum	\$21,825.37	1	0	\$0.00	1	\$21,825.37
Totals For Change Order 2 - Bituminous Density and Ride Incentive/Disincentive:								\$0.00	\$21,035.14
Change Order 3 - Bituminous Density Incentive/Disincentive Revision									
89	2360.501	Bituminous Core Density Incentive/Disincentive	Lump Sum	(\$7,778.86)	1	1	(\$7,778.86)	1	(\$7,778.86)
Totals For Change Order 3 - Bituminous Density Incentive/Disincentive Revision:								(\$7,778.86)	(\$7,778.86)
Work Order 1 - Rock Bedding									
82	1904.601	Force Account	LS	\$15,607.81	1	0	\$0.00	1	\$15,607.81
Totals For Work Order 1 - Rock Bedding:								\$0.00	\$15,607.81
Work Order 2 - 36									
77	2501.602	SAFETY GRATE FOR 36" RC APRON	EACH	\$1,225.08	2	0	\$0.00	2	\$2,450.16
Totals For Work Order 2 - 36:								\$0.00	\$2,450.16
Work Order 3 - Grouted RipRap									
79	2511.507	GROUTED RIPRAP	CU YD	\$169.00	4	0	\$0.00	4	\$676.00
Totals For Work Order 3 - Grouted RipRap:								\$0.00	\$676.00
Work Order 4 - Guard Rail									
83	2105.601	SITE GRADING	LUMP SUM	\$1,060.00	1	0	\$0.00	1	\$1,060.00

MCLEOD COUNTY HIGHWAY DEPARTMENT
 1400 Adams Street SE
 Hutchinson, MN 55350
 Project No. SP 043-623-005
 Final Pay Request No. 9

SP 043-623-005 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
84	2554.523	END TREATMENT-ENERGY ABSORBING TERMINAL	EACH	\$2,233.00	2	0	\$0.00	2	\$4,466.00
85	2554.603	INSTALL GUARDRAIL	LIN FT	\$93.00	25	0	\$0.00	25	\$2,325.00
Totals For Work Order 4 - Guard Rail:								\$0.00	\$7,851.00
Project Totals:								(\$6,889.24)	\$1,370,957.84

SP 043-623-005 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	7/29/2010	Withheld monies for disturbed soil exposed to probable erosion.	\$0.00	\$0.00
SA1	Supplemental Agreement	7/1/2010	WHEREAS: Special Provision S-43 provides for "All roadbed embankment material shall be compacted as required herein for the Specified Density Method". NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: Special Provision S-43 is hereby changed to read "All roadbed embankment material shall be compacted as required herein for the Quality Compaction Method".	\$0.00	\$0.00
CO1	Change Order	8/10/2010	The following items were changed to "P" quantities: 2105.521 Granular Borrow (CV) 2105.522 Select Granular Borrow Mod 12% (CV)	\$0.00	\$0.00
WO1	Work Order	8/13/2010	The proposed Aggregate Bedding is to be replaced by 1 1/2 inch minus rock bedding. The work will be compensated using Force Account.	\$15,607.81	\$15,607.81
WO2	Work Order	8/13/2010	Safety Grates were added to 2 36" RC Aprons.	\$2,450.16	\$2,450.16
BK2	Backsheet	8/17/2010	Box culvert installation was suspended due to extremely high water levels in Otter Creek. Disturbed areas around the excavation were stabilized using Rapid Stabilization Method 3 (HydroMulch) at the price specified in the Proposal.	\$1,698.00	\$3,396.00
WO3	Work Order	9/2/2010	Include Grouted RipRap on Box Culvert Ends between the two structures.	\$676.00	\$676.00
WO4	Work Order	5/31/2011	Guard Rail required near Station 59+60 to provide protection around an existing power pole.	\$7,851.00	\$7,851.00
CO2	Change Order	9/19/2011	Bituminous Density and Ride Incentive/Disincentive	\$21,035.14	\$21,035.14
BK3	Backsheet	8/8/2011	May, June 2011 Fuel Escalation Adjustment	\$3,842.73	\$3,842.73
CO3	Change Order	5/22/2012	Bituminous Density Incentive/Disincentive Revision	(\$7,778.86)	(\$7,778.86)
BK4	Backsheet	7/5/2012	Mathiowetz Construction was overcompensated due to the incentive error outlined in Change Order #3. Mathiowetz Construction issued a check for \$139.62 to McLeod County to balance the contract.	\$139.62	\$139.62
Contract Change Totals:				\$45,521.60	\$47,219.60

Statement MCL 002 COUNTY

LaRay Runke
(320) 234-6514
Cell # 583-8082

Randy Kurth
(320) 587-2902
Cell # 583-5153

Park's

UpRight Builders Inc.

88748 County Road 24 · Stewart, MN 55385
(320) 234-6514
Commercial · Residential · Farm Buildings

Ordered	Shipped	Description	Price	Amount
		Lake marion park Shelter North by HWY		
		LABOR TO PUT 29ga Steel on Roof, RAIL WITH 141" 30" OC RAFTERS 1x6 FASIA and COVER 1x6 FASIA WITH TRIM		\$ 1250.00
		MATERIALS FROM COUNTY WIDE		\$ 2612.69
		TOTAL ESTIMATE		\$ 3862.69
		(Peper Berg)		
		LABOR TO PUT STEEL ON SHEILD Swimmg Beach RAIL 141 30" OC and COVER 1x6 FASIA BOARD WITH TRIM		\$ 1050.00
		MATERIAL FROM COUNTY WIDE		\$ 1692.03
		(North Shelter) TOTAL ESTIMATE		\$ 2742.03
		Peper Berg Shelter by office		
		LABOR TO PUT STEEL ON ROOF and COVER 1x6 FASIA WITH TRIM		1000.00
		MATERIALS FROM COUNTY WIDE LUMBER		\$ 1619.72
		TOTAL ESTIMATE		\$ 2619.72
		TOTAL ESTIMATE all Three Shelter's LABOR & materials		\$ 9452.12
	7/23/12	Thanks		

729626

Statement		DATE 7-25-12	TERMS
TO MCLEOD COUNTY PARKS DEPT. 840 CENTURY AVE S.W. HUTCHINSON MN. 55360			
IN ACCOUNT WITH CLARENCE MIKOLICHEK 327-2796 Box 148 Silver Lake, MN 55381			
BID:	TIN SHELTER ROOFS		
	'LAKE MARION' LARGE SHELTER	\$4,065.	00
	SMALL SHELTER 'PERRINBURG PARK'	\$3,053.	00
	SHELTER BY HOUSE	\$2,996.	00
	SHELTER BY LAKE	\$2,949.	00
	TOTAL ALL MATERIAL AND LABOR	\$13,063.	00
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

Policy and Procedure For Vendor Remote Access for Software Installation and Support

PURPOSE

This Procedure is an agreement between McLeod County, MN (The County), and Northland Business Systems (The Vendor). The purpose of the agreement is to ensure the security of County systems and data is not compromised as a result of Vendor's remote access. Vendor requires access to the County communications network to install and support the Verint voice logger system.

POLICY

The County allows Vendor controlled, restricted, access to specific network resources for the specific purposes of installing and supporting the Verint voice logger system. The County reserves the right to disable any and all Vendor remote access at any time, solely at the discretion of the County and without consulting with Vendor. The County will notify Vendor's project manager in a timely manner if any access is disabled. The County will make reasonable efforts to maintain Vendor's network access to support Vendor's agreed upon project schedule. If Vendor is using a subcontractor, that subcontractor will need to have their own signed agreement with The County. The Vendor is in no way allowed to "reassign" their access right to any other vendor, subcontractor or consultant.

PROCEDURE

1. The County's security officer / IT Director or his/her designee must review all Vendor requests for any form of remote access. The Vendor must have a signed County Vendor Agreement on file with the County IT Department. Vendor must also be under contract with the County IT Department for support / implementation and be in good standing. No access will be allowed until the County's security officer / IT Director or his/her designee; have issued approval.
2. Vendor will maintain up-to-date industry standard anti-virus and network monitoring software on its equipment. Vendor remote access will be via a high-speed secure VPN connection to the County network. The County network will block any split tunneling of the VPN, remove all access to the remote user's local network or local drives, disable remote printing, and may time out after no more than ½ hour of non-use. Vendor access is allowed only by protocols specified by the County. Vendor prefers to access authorized servers via Microsoft Remote Desktop, although certain other technology such CITRIX, may be substituted. The County will provide Vendor with licenses to any specific third party products, and administrative support services as necessary to configure and use such products to access its network.
3. During implementation before project go-live, Vendor may require off-hours access to the authorized servers. Daily access schedules will be specified jointly with the County and Vendor. After project go-live, Vendor access may be limited to business hours, and prior approval may be required for access off-hours. In all cases, Vendor will notify the County IT Department when it will be accessing the County network.
4. Remote access is not allowed to any County end user PC.
5. Vendor may have local administrator type privileges to the authorized server computers, as long as that privilege will not create administrator type privileges to the County network.
6. Vendor remote access is provided for the initial installation and configuration of the Verint voice logger system, and for operational support.
7. The County reserves the right to monitor / record any or all session of Vendor remote access at any time, without notification given to the Vendor.
8. Certain parts or segments of the County network may not be available for remote access due to Federal / State laws or rules, or deemed too high of a risk, by the County's security officer / IT Director or his/her designee.
9. The County reserves the right to modify this policy and procedure at any time.

Northland Business Systems (Vendor)

Date

Title

County

Date

Title

Vendor/Contractor Information Technology Usage Agreement

All employees and agents of vendors and contractors who will access McLeod County (The County) information technology in the course of their work for the County ("vendor personnel") are required to sign this document before accessing any County computer system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by the County. Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. The County reserves the right to review, audit, or monitor any information technology used by vendor personnel. All work shall be performed by the contractor submitting the proposal. Subcontractors will not be allowed unless approved in advance by an agent of the County.

1. Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. The County reserves the right to review, audit, or monitor any information technology used by vendor personnel.
 2. All vendor personnel shall use only accounts authorized by The County's IT Staff.
 3. Vendor personnel may access only those resources for which they are specifically authorized.
 4. Vendor personnel are personally responsible for safeguarding their individual account and log-on information. Passwords shall adhere to the following.
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed every 90 days.
 - c. Passwords shall be at least six characters long.
 - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, A, B, (ii) English lower case letters, a, b, (iii) Westernized Arabic numerals, 0,1,2, and (iv) Non-alphanumeric ("special characters") such as punctuation symbols.
 - e. Passwords may not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
 5. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
 6. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
 7. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
- Vendor personnel shall notify the County IT Director, of all software loaded onto any County computer. The software must have been approved in writing by The County IT Department in writing, as soon as possible.
8. .
 9. Vendor personnel shall execute only applications that pertain to their specific contract work.
 10. Vendor personnel shall promptly report log-on problems or any other computer errors to the Helpdesk , phone number: 320-864-1340 or 320-864-1538.
 11. Vendor personnel shall promptly notify the County IT Department if they have any reason to suspect a breach of security or potential breach of security.
 12. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County IT Department.
 13. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County IT Department.
 14. Vendor personnel shall not attach any device to the County network without written approval from the County IT Department.
 15. Vendor personnel may not remove any computer hardware from any County building for any reason, without prior written approval from the County IT Department.
 16. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on County hardware.
 17. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County IT Department.
 18. Vendor personnel may not copy any data and/or software from any County resource for personal use.
 19. County data and/or software shall not be removed from a County Building or network without prior written approval from the County.
 20. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-County related, work activity; including ANY personal use
 - d. Any illegal activity.
 - e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.
 21. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County IT Department.
 22. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
 23. All data storage media shall be erased or destroyed prior to disposal.
 24. Vendor personnel may not remove or delete any computer software without the written approval of the County IT Department.
 25. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.
 26. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any County facility for which they are not authorized.
 27. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.
 28. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
 29. Vendor personnel are prohibited from causing County to break copyright laws.
 30. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability. Disciplinary action may include County requesting the vendor consider demotion, suspension and termination.
 31. Vendor personnel may not disclose of any private or confidential County information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged). Vendor personnel will not attempt to access not public data for personal purposes. **Attachment 1** "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all Vendor personnel.

Attachment 1

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with the County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information. Attached to the handout is a form which describes your responsibilities and states the type of private/confidential data to be collected and the purpose for which the summary data is being prepared (if applicable). Your signature on the form provides verification that you have read and understand these responsibilities.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes private, nonpublic, confidential, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

- A. **Private data** is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:
 1. the individual who is the subject of the data or a designated representative;
 2. anyone to who the individual gives signed consent to view the data;
 3. employees of the County and its authorized vendors whose work assignments reasonably require access to the data;
 4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

- B. **Confidential data** is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, MN Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

Vendor personnel's signature

Date

Vendor's name, printed

Vendor personnel's name, printed

Attachment 2

County Vendor/Contractor Information Technology Scope of Work Document

Description of Work to be done:

Installation and support of Verint voice logger for Sheriff's Office

Timeline:

Per project Plan.

Special Conditions (if Any):

None

Required Insurance Information:

The Contractor shall purchase, provide and maintain at its own expense, insurance coverage as stated in this agreement. Proof of insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this agreement and shall be evidenced by the carriers certificates, filed with the County.

- Minnesota Workers Comp Insurance/Employers Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits and is covered for work in Minnesota.
- Professional Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits.
- Certificate of Insurance: The insurance certificate shall specify the County as an additional insured and list the project name.

Vendor personnel's signature

Date

Vendor's name, printed

Vendor personnel's name, printed

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Policy and Procedure For Vendor Remote Access for Software Installation and Support

PURPOSE

This Procedure is an agreement between McLeod County, MN (The County) and Trane (The Vendor). The purpose of the agreement is to ensure the security of County systems and data is not compromised as a result of Vendor's remote access. Vendor requires access to the County network systems to install and support the Tracer Summit system.

POLICY

The County allows Vendor controlled, restricted, access to specific network resources for the specific purposes of installing and supporting the Tracer Summit software. The County reserves the right to disable any and all Vendor remote access at any time, solely at the discretion of the County and without consulting with Vendor. The County will notify Vendor's project manager in a timely manner if any access is disabled. The County will make reasonable efforts to maintain Vendor's network access to support Vendor's agreed upon project schedule. If Vendor is using a subcontractor, that subcontractor will need to have their own signed agreement with The County. The Vendor is in no way allowed to "reassign" their access right to any other vendor, subcontractor or consultant.

PROCEDURE

1. The County's security officer / IT Director or his/her designee must review all Vendor requests for any form of remote access. The Vendor must have a signed County Vendor Agreement on file with the County IT Department. Vendor must also be under contract with the County IT Department for support / implementation and be in good standing. No access will be allowed until the County's security officer / IT Director or his/her designee; have issued a signed approval letter.
2. Vendor will maintain up-to-date industry standard anti-virus and network monitoring software on its equipment. Vendor remote access will be via a high-speed secure VPN connection to the County network. The County network will block any split tunneling of the VPN, remove all access to the remote user's local network or local drives, disable remote printing, and may time out after no more than ½ hour of non-use. Vendor access is allowed only by protocols specified by the County. Vendor prefers to access authorized Tracer Summit servers via Microsoft Remote Desktop, although certain other technology such CITRIX, may be substituted. The County will provide Vendor with licenses to any specific third party products, and administrative support services as necessary to configure and use such products to access its network.
3. During implementation before project go-live, Vendor will require off-hours access to the Tracer Summit servers. Daily access schedules will be specified jointly with the County and Vendor. After project go-live, Vendor access may be limited to business hours, and prior approval may be required for access off-hours. In all cases, Vendor will notify the County IT Department when it will be accessing the County network.
4. Remote access is not allowed to any County end user PC.
5. Vendor may have local administrator type privileges to the Tracer Summit server computers, as long as that privilege will not create administrator type privileges to the County network.
6. Vendor remote access is provided for the initial installation and configuration of the Tracer Summit system, and for post-go-live support.
7. The County reserves the right to monitor / record any or all session of Vendor remote access at any time, without notification given to the Vendor.
8. Certain parts or segments of the County network may not be available for remote access due to Federal / State laws or rules, or deemed too high of a risk, by the County's security officer / IT Director or his/her designee.
9. The County reserves the right to modify this policy and procedure at any time.

Trane (Vendor)

Date

Title

County

Date

Title

Vendor/Contractor Information Technology Usage Agreement

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 - e. Passwords may not contain your user name or any part of your full name.
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10. Vendor personnel shall promptly report log-on problems or any other computer errors to the Helpdesk , phone number: 320-864-1340 or 320-864-1538.
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Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information. Attached to the handout is a form which describes your responsibilities and states the type of private/confidential data to be collected and the purpose for which the summary data is being prepared (if applicable). Your signature on the form provides verification that you have read and understand these responsibilities.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes private, nonpublic, confidential, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

- A. **Private data** is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:
 1. the individual who is the subject of the data or a designated representative;
 2. anyone to who the individual gives signed consent to view the data;
 3. employees of the County and its authorized vendors whose work assignments reasonably require access to the data;
 4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

- B. **Confidential data** is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, MN Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

Vendor personnel's signature

Date

Vendor's name, printed

Vendor personnel's name, printed

Attachment 2

County Vendor/Contractor Information Technology Scope of Work Document

Description of Work to be done:

Support County's Trane HVAC system at HATS

Timeline:

Per project Plan.

Special Conditions (if Any):

None

Required Insurance Information:

The Contractor shall purchase, provide and maintain at its own expense, insurance coverage as stated in this agreement. Proof of insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this agreement and shall be evidenced by the carriers certificates, filed with the County.

- Minnesota Workers Comp Insurance/Employers Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits and is covered for work in Minnesota.
- Professional Liability Insurance: Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum limits.
- Certificate of Insurance: The insurance certificate shall specify the County as an additional insured and list the project name.

Vendor personnel's signature

Date

Vendor's name, printed

Vendor personnel's name, printed



Quotation

applied concepts, inc.

Page 1 of 1

Date: 03/08/12

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER
Presented by Jan Achilles Ext: 191

Acct Rep: Paul Spano
972-489-6701

Quote #: 78376

Effective From: 03/08/12

Valid Through: 06/06/12

Bill To: McLeod County Sheriff's Office 801 10th Street E Glencoe, MN 55336-2215	553362 ATTN: Accounts Payable	Ship To: McLeod County Sheriff's Office 801 10th Street E Glencoe, MN 55336-2215	ATTN: Chief Deputy Tim Langenfeld 320-864-1351
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Line	Qty	Part Number	Description	Price	Ext Price
1	1	200-0604-05	2X DS Counting Unit	\$2,795.00	\$2,795.00
2	1	200-0654-00	2X Display, ORG		\$0.00
3	1	200-0326-30	DSR KA Antenna		\$0.00
4	1	200-0326-32	DSR KA Rear Antenna		\$0.00
5	1	200-0831-00	2X Instant On Remote		\$0.00
6	1	200-0769-00	25 MPH KA Tuning Fork		\$0.00
7	1	200-0770-00	40 MPH KA Tuning Fork		\$0.00
8	1	200-0648-00	Display Sun Shield		\$0.00
9	1	200-0243-00	Counting/Display Tall Mount		\$0.00
10	1	200-0244-00	Antenna Dash Mount		\$0.00
11	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
12	1	155-2055-08	Antenna Cable, 8 Ft		\$0.00
13	1	155-2055-16	Antenna Cable, 16 Ft		\$0.00
14	1	155-2211-00	Remote Display Interconnect Cable		\$0.00
15	1	155-2283-50	CAN/VSS Power Cable		\$0.00
16	1	200-0619-00	2X User Manual		\$0.00
17	1	200-0324-00	Shipping Container		\$0.00
18	1	060-1000-36	36 Month Warranty		\$0.00

Pmnt Terms: Net 30 days

**Lead Time is 30 business days
after receipt of order.**

Quote: Stalker DSR 2X Radar

Product	2,795.00	Sub-Total:	2,795.00
Discount 0.00%	0.00	Sales Tax 0.00%	0.00
Trade-in:		Shipping & Handling:	17.50
		Total:	2,812.50



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-3410

COMMISSIONER RAY BAYERL

1st District
Phone (320) 485-2181
20778 Cable Avenue
Lester Prairie, MN 55354
raybayerl@tds.net

COMMISSIONER KERMIT D. TERLINDEN

2nd District
Phone (320) 864-3738
1112 14th Street East
Glencoe, MN 55336
kterlind@embarqmail.com

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
phwright@hutchtel.net

COMMISSIONER SHELDON A. NIES

4th District
Phone (320) 587-5117
1118 Jefferson Street South
Hutchinson, MN 55350
jasnies@hutchtel.net

COMMISSIONER BEV WANGERIN

5th District
Phone (320) 587-6869
817 Colorado Street NW
Hutchinson, MN 55350
bevww@hutchtel.net

PATRICK T. MELVIN

COUNTY ADMINISTRATOR
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
pat.melvin@co.mcleod.mn.us

RESOLUTION 12-CB-22 2012 TRANSFERS BETWEEN FUNDS

BE IT HEREBY RESOLVED: The McLeod County Board of Commissioners authorizes County Auditor-Treasurer, Cindy Schultz to make a transfer of \$2,000,000 from the General Fund unassigned fund balance to the Designated for Capital Assets special revenue fund. This transfer is necessary to stay in compliance with the McLeod County Fund Balance Policy.

Adopted this 7th day of August 2012.

By: _____

Bev Wangerin, Chair
McLeod County, Minnesota

Attest: _____

Pat Melvin, Administrator
McLeod County, Minnesota

JOINT PLANNING STAFF REPORT

To: Joint Planning Board

Prepared By: Joint Planning Staff: Larry Gasow, Dan Jochum, Marc Telecky and Bonnie Baumetz

Application: Ordinance Amendment #JP-12-Ord 1

Date: July 10, 2012 – Meeting Date: July 18, 2012

GENERAL INFORMATION

Brief Description

Barry Schaffer is requesting to amend the Hutchinson Joint Planning Area Ordinance, Section 7, Subdivision 3. Permitted uses. #21 Churches. The proposed ordinance change would allow church's as a permitted use in the I-1 Light Industrial District.

Applicant: Barry Schaffer
14601 Undulate Crt.
Hutchinson, MN 55350

Requested Action: Amend the existing Hutchinson Joint Planning Ordinance, **Section 7: Light Industrial District, Subd. 3, Permitted Uses**

Add: 21. Churches

Existing Zoning: "I-1" Light Industrial District

Location: Hutchinson Joint Planning Area

Analysis:

The Comprehensive Plan has several goals and strategies related to land use. Land Use goal #4 states: *"Plan land uses and implement standards to minimize land use conflicts."* In addition, one of the strategies is to: *"Require adequate transitions between different land uses through appropriate land use planning and zoning standards and promote architectural/site aesthetics that are compatible with community standards."*

In addition, within the Comprehensive Plan the purpose of Industrial land uses are identified. *The purpose of this category is to identify portions of Hutchinson that contain industrial uses. An industrial park is a group of separate businesses concentrated in one area of the city to reduce the disruption that could be caused if each business was scattered throughout the City.*

Uses of the land could include manufacturing, warehousing, assembly, truck terminals, mining, quarries, and other business that provide goods and services but not directly to the public. It should be noted that this purpose does not reference church type uses or other public uses.

The Comprehensive Plan does discuss public uses and states: *“The purpose of this category is to identify portions of Hutchinson that contain uses that benefit the public. This would include all publicly-owned uses, such as schools, city/township buildings, water towers, pumping stations, sewage treatment plants, sanitary sewer, as well as public utilities, such as power plants, electrical substations, and telephone companies. This also includes private institutional uses, such as hospitals, colleges, private schools, churches, cemeteries, etc.*

Staff believes that there is a potential for land use conflicts between Industrial land uses and Church/public uses. Because of this, staff recommends denial of the zoning ordinance amendment. Staff offers the following reasons for recommending denial:

- 1) Potential land use conflict between industrial and church uses.
- 2) Comprehensive Plan states standards should be implemented to minimize land use conflicts.
- 3) Comprehensive Plan states there should be adequate transitions between different land uses.
- 4) Comprehensive Plan does not list church uses within the purpose of Industrial areas.
- 5) The use could be located as a Conditional Use Permit in a zoning district where churches are allowed such as, Agricultural, R-1 residential, and C-4 commercial districts.
- 6) Staff believes the request benefits one property owner versus the landowners in the entire Industrial zoning district.

REASONS FOR DENIAL

Bonnie Baumetz

From: Dan Jochum
Sent: Tuesday, July 03, 2012 2:07 PM
To: 'marc.telecky@co.mcleod.mn.us'
Cc: Bonnie Baumetz
Subject: JPB Amendment to Ordinance

Marc,

I have reviewed the application to amend the ordinance to allow churches within the I-1 district. I have attached some items from the City Comp Plan that would suggest this wouldn't be a good idea. In addition, I would suggest that if the Board were to consider this that it should be done by CUP so at least conditions can be put on an approval. Each site is going to have different issues and at least a CUP allows those issues to be addressed versus just saying churches are allowed in the I-1.

It would be my recommendation that this either be denied or that churches would be a CUP. If you would like to discuss give me a call or you can stop by sometime and grab the file for putting the staff report together. I would be happy to assist with or review the staff report as necessary as well.

Thanks,

Dan Jochum, AICP
Planning Director
City of Hutchinson
111 Hassan Street SE
Hutchinson, MN 55350-2522
djochum@ci.hutchinson.mn.us

320.234.4258 Office
320.234.4240 Fax

NOTICE: Unless restricted by law, e-mail correspondence to and from the City of Hutchinson or Hutchinson Utilities may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

GOALS AND STRATEGIES

LAND USE GOAL #3

Plan for the orderly, efficient and fiscally responsible growth of residential development in Hutchinson.

Strategies

1. Continue to guide residential growth in an orderly and compact manner so that new developments can be effectively served by public improvements and that the character and quality of the city's existing neighborhoods can be maintained and enhanced.
2. Encourage well-designed residential subdivisions at urban densities in the designated growth areas of the city. Locate higher density residential developments in areas adjacent to moderate density developments.
3. Discourage the placement of high-density developments in areas lacking adequate transportation infrastructure.
4. Encourage development of low density and high-density family housing units in those areas designated on the adopted Land Use Plan.
5. Encourage compatible infill residential development throughout the developed portions of the city, to encourage the efficient use of land, the establishment of a strong tax base and the cost effective provision of city services.
6. Encourage all residential developments to be on public sewer and water.
7. Encourage the incorporation of a system of trails and open spaces in new residential developments.

LAND USE GOAL #4

Plan land uses and implement standards to minimize land use conflicts.

Strategies

1. Prepare and adopt a land use plan that designates land use areas and guide development to appropriate areas in order to ensure desirable land use patterns and minimize conflicts.
2. Require adequate transitions between different land uses through appropriate land use planning and zoning standards and promote architectural/site aesthetics that are compatible with community standards.
3. Encourage the location of commercial and industrial development in areas that avoid adverse impacts, such as truck traffic, through residential areas.

LAND USE AND DEVELOPMENT PLAN

INDUSTRIAL

The purpose of this category is to identify portions of Hutchinson that contain industrial uses. An industrial park is a group of separate businesses concentrated in one area of a city to reduce the disruption that could be caused if each business was scattered throughout the city. Uses of the land could include manufacturing, warehousing, assembly, truck terminals, mining, quarries, and other businesses that provide goods and services, but not directly to the public.

GENERAL COMMERCIAL

The purpose of this category is to identify portions of Hutchinson that contain general retail commercial uses adjacent to the arterial highway system. General Commercial is intended to enhance the downtown by providing for a broad range of goods and services and one-stop shopping trips. Examples of these could include highway-oriented businesses such as fast food restaurants, convenience stores, gas stations and other auto-oriented businesses as well as a number of large retailers.

DOWNTOWN COMMERCIAL

The purpose of this category is to identify portions of Hutchinson that contain Businesses arranged in a pattern that is pedestrian oriented. The downtown consists predominantly high-density retail, service, office and public uses.

BUSINESS PARK

The purpose of this category is to identify portions of Hutchinson that contain professional business services. Business Parks are much like industrial parks in the idea of concentrating many similar business types in the same area. These areas could include medical facilities such as dentists, chiropractors optometrists etc. as well as other professional businesses like lawyers, any other administrative uses as well as light manufacturing where the corporate offices are an integral part of the business operation.

AGRICULTURAL BUSINESS

The purpose of this category is to identify portions of Hutchinson that contain agricultural uses and related businesses. These businesses have low impact on the surrounding environment. These businesses could include implement dealers, green houses, tree nurseries, or business that makes profit from the land.

PARKS AND OPEN SPACES

The purpose of this category is to identify portions of Hutchinson that contain official parks and open spaces. Parks and open spaces are uses for recreation and relaxation. Examples could include local and state parks, golf courses, campgrounds, wildlife areas, and other outdoor recreation facilities.

PUBLIC USES

The purpose of this category is to identify portions of Hutchinson that contain uses that benefit the public. This would include all publicly-owned uses, such as schools, city/township buildings, water towers, pumping stations, sewage treatment plants, sanitary sewer as well as public utilities, such as power plants, electrical substations, telephone companies. This also includes private institutional uses, such as hospitals, colleges, private schools, churches, cemeteries, etc.