

WRIGHT COUNTY BOARD
AGENDA
JUNE 7, 2016

Interpreter Services for the hearing impaired will be provided upon written request.

I. 9:00 A.M. PLEDGE OF ALLEGIANCE

II. MINUTES - DISPENSE WITH READING. APPROVE AS WRITTEN/REVISED.

A. COUNTY BOARD MINUTES 5-24-16

Documents: [2016-05-24 WRIGHT COUNTY BOARD MINUTES \(INFO\).PDF](#)

III. REVIEW & APPROVAL OF AGENDA

IV. CONSENT AGENDA

A. ADMINISTRATION

1. Refer To Personnel Committee (6-22-16) Request For Reclassification Resulting In New Salary Range

Documents: [060716.AGENDAFORM_RECLASSIFICATION.PDF](#)

B. ADMINISTRATION

1. Reappoint Stephen Michel To A Three (3) Year Term On Wright County Personnel Board Of Appeals Eff. 7-01-16

Documents: [060716.AGENDAFORM_PBAREAPPOINTMENT.SMICHEL.PDF](#)

C. ADMINISTRATION

1. Authorize Attendance, AMC District 5 Meeting, 6-13-16, 8:00 AM - 12:00 PM, Meeker County Courthouse, Litchfield, MN

Documents: [DISTRICT5_SPRING16.PDF](#)

D. ASSESSOR

1. Approve Abatement, PID #155-999-444100 + Parcels Listed, BNSF Railway Company.
107-999-444100, 205-999-444100, 208-999-444100, 109-999-444100, 212-999-444100, 101-999-444100, 105-999-444100, 101-999-444200, 213-999-444200, 219-999-444100, 211-999-444100, 114-999-444200, 220-999-444100, 112-999-444100, 116-999-444100, 208-999-444200, 211-999-444200, 118-999-444200, 114-999-444100, 118-999-444100, 213-999-444100, 218-999-444100.

Documents: [BA 155-999-444100 - BNSF RAILWAY.PDF](#)

E. AUDITOR/TREASURER

1. Approve Renewal Of Annual On Sale 3.2 Malt Liquor License For NOSLO, Inc. DBA Albion Ridges Golf Course
2. Approve Renewal Of Annual On Sale (Including Sunday) And Off Sale Liquor License For Up The Creek Grill & Bar, Inc.
3. Position Replacement
 - A. Office Tech I

Documents: [AGENDA 6-7 ANNUAL MALT LIQUOR RENEWAL - ALBION RIDGES GOLF COURSE.PDF](#), [AGENDA 6-7 ANNUAL LIQUOR RENEWAL - UP](#)

THE CREEK GRILL AND BAR.PDF, AGENDA 6-7 POSITION REPLACEMENT
OFFICE TECH I.PDF

F. AUDITOR/TREASURER

1. Approve Claims As Listed In The Abstract, Subject To Audit, For A Total Of \$459,126.97 With 268 Vendors And 382 Transactions

Documents: [AGENDA 6-7 CONSENT CLAIMS.PDF](#)

G. HEALTH & HUMAN SERVICES

1. Position Replacements:
 - A. Two Social Workers
 - B. Office Technician I

Documents: [2016-06-07 WC REQUEST FOR BOARD ACTION - SW.PDF](#),
[SOCIAL WORKER.PDF](#), [HHS OFFICE TECH I.PDF](#)

H. HIGHWAY DEPARTMENT

1. Position Replacements:
 - A. Two Highway Engineering Technicians

Documents: [06-07-16 3-FILL VACANCIES.PDF](#)

I. PLANNING & ZONING

1. Position Replacement:
 - A. Office Technician II - Position To Be Vacant After 6-03-16

Documents: [6-7 COUNTY BOARD AGENDA - TECHNICIAN II REPLACEMENT.PDF](#)

J. PLANNING & ZONING

1. ALFRED NELSON - (Monticello Twp.) Planning Commission Recommends On A 4/2 Vote That The Property Be Rezoned From AG General Agriculture And S-2 Residential-Recreational Shoreland To R-1 Urban-Rural Transitional And S-2.

Documents: [06-07 COUNTY BOARD AGENDA - NELSON.PDF](#), [NELSON PLANNING COMMISSION MINUTES 5-12,4-14, 1-14,12-10.PDF](#)

K. SHERIFF'S OFFICE/JAIL

1. Authorize Signatures On MN DOC Release Violator Housing Contract, Eff. 7-01-16 TO 6-30-18

Documents: [RBA 06072016.PDF](#), [2016-2018 DOC-RV CONTRACT.PDF](#)

V. TIMED AGENDA ITEMS

A. 9:05 A.M. BOB HIIVALA, AUDITOR/TREASURER

1. Approve Resolution Supporting Request By Riverwood National Townhomes Association, Inc. To Repurchase Two Parcels Of Tax Forfeited Land (City Of Otsego)
- *2. Audit Exit Meeting (Kelly)

Documents: [AGENDA 6-7 APPROVE RESOLUTION RIVERWOOD NATIONAL TWNHM ASSOC TAX FORFEIT REPURCHASE.PDF](#), [AGENDA 6-7 RESOLUTION FOR RIVERWOOD NATIONAL REPURCHASE.PDF](#)

B. 9:10 A.M. BRIAN ASLESON, CHIEF DEPUTY COUNTY ATTORNEY

1. Sale Of Property At 4030 Naber Avenue NE (Informational)

Documents: [6-7-16 AGENDA REQ.PDF](#)

- C. 9:13 A.M. CAPT. TODD HOFFMAN, SHERIFF'S OFFICE**
1. Approve Resolution Allowing Sheriff Joseph Hagerty To Enter Into The Master Subscriber Agreement For MN Court Data Services With The Minnesota Office Of State Court Administration

Documents: [05-27-16 REQUEST FOR BOARD ACTION - MGA RESOLUTION.PDF](#), [05-27-16 SIGNED MASTER SUBSCRIBER AGREEMENT FOR MGA.PDF](#)

- D. 9:18 A.M. VIRGIL HAWKINS, HIGHWAY DEPARTMENT**
1. Approve Agreement With MnDOT For CSAH 35 Roundabout Project Funds
 2. Approve Hwy 25 Corridor Coalition Agreement (Revised)

Documents: [06-07-16 1-APPROVE AGENCY AGREEMENT ROUNDABOUT.PDF](#), [06-07-16 2-APPROVE HWY 25 CORRIDOR AGREEMENT.PDF](#)

- E. 9:24 A.M. MARC MATTICE, PARKS AND RECREATION**
1. Authorization Of Signatures On All Documents Related To Phase 9 & 10 Acquisitions At The Bertram Chain Of Lakes Regional Park Including:
 - A. Phase 9 Purchase Agreement
 - B. Phase 10 Purchase Agreement
 - C. Seventh Addendum To The Memorandum Of Understanding Between Wright County, City Of Monticello, & The YMCA

Documents: [6-7-16 AGENDA ITEM.PDF](#), [YMCA 2016 PURCHASE AGREEMENT - PHASE 9 FOR BOARD AND COUNCIL APPROVAL.PDF](#), [YMCA 2016 PURCHASE AGREEMENT - PHASE 10 FOR BOARD AND COUNCIL APPROVAL.PDF](#), [YMCA_CAMP_MANITOU_7TH_ADDENDUM_TO_MOU.PDF](#)

- F. 9:35 A.M. GREG KRYZER, COUNTY ATTORNEY**
1. Adopt Ordinance Creating The Code Of Ordinances Of Wright County, Minnesota
 2. Refer Policy & Guidelines For Future Ordinance Amendments To Ways & Means Committee

Documents: [BOARD AGENDA - JUNE 7, 2016.PDF](#), [AMENDMENTS TO THE WRIGHT COUNTY RESTATED AND REVISED CODE.PDF](#), [ORDINANCE ADOPTING CODIFICATION.PDF](#), [PLANNING COMMISSION 5-12-16 ORD CODIFICATON MINUTES.PDF](#), [COUNTY ATTORNEY.PDF](#)

VI. ITEMS FOR CONSIDERATION

A. COMMITTEE MINUTES

1. Building, Committee Of The Whole (5-16-16), Committee Of The Whole (5-24-16), Committee Of The Whole (5-25-16), Personnel, Technology, Ways And Means

Documents: [2016-05-25 BUILDING COMMITTEE MINUTES AND ATTACHMENTS.PDF](#), [2016-05-16 COMMITTEE OF THE WHOLE MINUTES.PDF](#), [2016-05-24 COMMITTEE OF THE WHOLE MINUTES AND ATTACHMENTS.PDF](#), [2016-05-25 COMMITTEE OF THE WHOLE MINUTES AND ATTACHMENTS.PDF](#), [2016-05-25 PERSONNEL COMMITTEE MINUTES.PDF](#), [2016-05-25 TECHNOLOGY COMMITTEE MINUTES.PDF](#), [2016-05-25 WAYS AND MEANS COMMITTEE MINUTES.PDF](#)

B. APPROVE CONTRACT WITH CATHLEEN GABRIEL FOR LEGAL SERVICES

Documents: [060716 CHIPS CONTRACT.PDF](#), [060716 CHIPS ATTORNEY](#)

[CONTRACT \(003\).PDF](#)

C. SCHEDULE COMMITTEE OF THE WHOLE MEETING TO DISCUSS STRATEGIC PLANNING

Documents: [060716 COTW STRATEGIC PLAN.PDF](#)

VII. ADVISORY COMMITTEE / ADVISORY BOARD UPDATES

VIII. ADJOURNMENT

IX. NOTE:

* Petitioned Onto The Agenda

X. CLAIMS LISTING

Documents: [AUDIT LIST FOR BOARD 6-7-2016.PDF](#)

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

INFORMATIONAL

WRIGHT COUNTY BOARD
MINUTES
MAY 24, 2016

The Wright County Board met in regular session at 9:00 A.M. with Husom, Sawatzke, Daleiden, Potter and Borrell present.

MINUTES

Potter moved to approve the 5-17-16 County Board Minutes, seconded by Borrell. The motion was amended to include the following change to the Minutes: Page 7, last paragraph, 2nd to last line, sentence should read, "Potter questions whether the two remodel options provide a good value to the taxpayers because of the limited time periods." Borrell seconded the motion and it carried 5-0.

AGENDA

Husom moved to approve the Agenda as presented, seconded by Potter, and carried 5-0.

CONSENT AGENDA

Borrell moved to approve the Consent Agenda, seconded by Potter. The motion carried 5-0:

- A. ADMINISTRATION
 - 1. Madden, Galanter & Hansen, Claim \$1,184.63
- B. ADMINISTRATION
 - 1. Schedule Sealed Bid Opening For Exterior Lighting Retrofits RFP on 6-21-16 at 9:30 A.M.
- C. ATTORNEY
 - 1. Approve and Authorize Signatures on Abatement Fee Agreement with Burda's Towing, Inc.
- D. AUDITOR/TREASURER
 - 1. Approve Renewal of Annual Off-Sale 3.2 Malt Liquor License for Hasty Truck Stop, Inc. DBA Olsons Truck Stop
- E. AUDITOR/TREASURER
 - 1. Approve Claims as Listed in the Abstract, Subject to Audit, for a Total of \$1,218,516.53 with 232 Vendors and 388 Transactions
- F. AUDITOR/TREASURER
 - 1. Refer to Personnel Committee (5/25/16) Request to Hire Assistant Finance Director (Auditor/Treasurer Department) Above 12 of Beginning Hiring Range
- G. PLANNING & ZONING
 - 1. ARLENE LITFIN/GERALD G. LITFIN – (Franklin Twp.) Planning Commission unanimously recommends approval of the rezoning of 11.5 acres of the property from AG Agricultural and S-2 Residential-Recreational Shoreland to A/R Agricultural-Residential and S-2 Residential-Recreational Shoreland.

TIMED AGENDA ITEMS

RON GREDER, EXTENSION EDUCATOR FOR CONSUMER HORTICULTURE & AGRICULTURE

Recognize The Russell & Sharon Martie Family, Selected By The University Of Minnesota Extension, As The Farm Family In Wright County For 2016

The University of Minnesota Extension Service annually selects a Wright County Farm Family. The selection is based on the contributions to agriculture and to community. Greder said for 2016, the Russell and Sharon Martie Family were selected and introduced Russell and Sharon Martie. The Marties have been farming since 1972 and run the Marties Farm Stores (Monticello, Elk River, and St. Francis). They are actively involved in their community. Russell serves on the Silver Creek Township Board and Sharon works with hospice. They have been foster parents to around 200 children in 28 years, and have adopted 9 of them. The Marties were congratulated. Russell Martie then provided information on his other initiatives including making bio diesel fuel, creating a subsurface irrigation system, and the process of injecting fertilizer and oxygen to assist with plant growth. The initiatives have resulted in substantial savings and crop yields, as well as a significant reduction in water use. The Marties will host a field day on 7-21-16 at 3:00 P.M. to highlight the subsurface irrigation system.

Connie Carlson, Local Roots Food Coop and Crow River Food Council. Carlson provided information on the Power of Produce Program works with youth to introduce them to locally grown food. It is a community supported Program sponsored and maintained by volunteers and businesses. The Program will be held at the Monticello Farmers Market on Thursdays from 3:30 – 7:00 PM from July 14 – September 29, 2016.

BOB HIIVALA, AUDITOR/TREASURERApprove 1 Day to 4 Day Temporary On-Sale Liquor License for Clearwater Lions

Potter moved to approve, seconded by Daleiden, and carried 5-0.

Approve Requests for Redetermination on County Ditch 22, County Ditch 31, and County Ditch 13

County Ditch 22 and 31 are located in Woodland Township, and County Ditch 13 is located in Buffalo Township. Hiivala stated the goal is to address a systematic order on redeterminations. Mike Young, County Drainage Inspector, held informational meetings with benefited land owners but that list doesn't represent all who benefit from the systems.

In the past, Ron Ringquist has been utilized as a Ditch Viewer. However, the County may need to seek services elsewhere due to his limited availability. Discussion followed on potential partial or full abandonment of ditches and a cost/benefit analysis. Hiivala stated that if the current benefited listings do not reflect the current benefited landowners the Board, as Drainage Authority, should order a redetermination. Listings in areas that have not experienced growth may be close on reflecting who the benefited landowners are. However, there could be property owners that tiled and did not inform the County.

Daleiden moved to direct Hiivala to explore options for Ditch Viewers and abandonment. This should include a quick overview of Ditch 13 and whether it should be redetermined. The motion was seconded by Husom and carried 5-0.

Approve April Revenue/Expenditure Budget Report

The Boarding of Prisoners line item was increased last year from \$150,000 to \$450,000 due to surrounding counties boarding prisoners at the Wright County Jail. Through April, the line item was at \$227,500. Potter made a motion to approve the April Revenue/Expenditure Budget Report, seconded by Husom. The motion carried 5-0.

VIRGIL HAWKINS, HIGHWAY ENGINEERDiscuss & Approve 5-05-16 Owners Committee Minutes & Act On Proposed Change Orders & Recommendations

Potter moved to approve the 5-05-16 Owners Committee Minutes and recommendations, seconded by Daleiden. Discussion followed on the size of hose reels. Hawkins explained that that the specifications did not call out the size but ¾" will be used. Potter added that Brian Jans, Highway Department, is working to get this resolved. Hawkins will follow up to assure the County is not funding a change order. The motion carried 5-0. The Owners Committee Minutes follow:

The meeting was brought to order immediately following a tour of the new facilities of the Highway Department that began at 10:30 a.m.

1. Project Update [Attachment 1]

Francois handed out a summary of a four-month schedule and reviewed the various items as listed.

2. Bids Received for Joint Sealants and Fencing [Attachments 2 & 3]

Francois received three quotes each for joint sealants and fencing. The lowest quote (\$60,540) received for joint sealants from Waumandee Creek Sealants of Fountain City, Wisconsin, was about twice the amount budgeted, because the quote included sealing the cracks in the concrete flooring, which was not included in the original estimate. The quote was approximately \$32,000 higher than anticipated because of this. There was discussion about whether or not it would be beneficial to split out the floors and walls to see if two separate quotes from different contractors would result more favorable prices, and whether or not joint sealing of the floors was necessary. Francois will email information showing the breakdown of these two separate but similar projects before a recommendation is made.

5-05-16 Owners Committee Minutes (cont.):

Three quotes were also received for fencing, and the lowest quote (\$50,605) was from Century Fence Company of Forest Lake, Minnesota. This price doesn't include the alternates, and both Sawatzke and Potter agreed to recommend that this quote be accepted.

3. Change Order Update [Attachment 4]:

There were a total of four change orders presented. PCO #134 (\$3,833) was discussed, and Francois sketched on white board why this change to the handrails on the mezzanine was needed. PCO #162 (\$1,690) is to add a control valve to a compressed air line that will make for easier shutoff to help prevent spills. PCO #178 (\$5,371) is to add 29 bolt-down bollards in the vehicle storage area to protect the columns, a request that the Highway Department initiated. PCO #179 (\$10,542) is for a second coat of concrete sealer on the floor in the wash bay (approximately \$1,000) and on half of the concrete floor in the vehicle storage area (approximately \$9,500) where the plows park. The dollar amount total of change orders presented was \$21,436, and both Sawatzke and Potter recommended accepting all of them.

4. Budget Review

The committee reviewed the overall project budget [Attachment 5] and discussed several items. \$25,000 has been set aside for aggregate base around the building, but this number won't be pinned down until the crushing is done. It is possible that the cost could be lower than the budget estimate. The estimated budget amount for the monument sign is also \$25,000, but Francois is currently seeking quotes and expects that the quotes will also be less than the budget projection. There was discussion of the allowances set aside for racking, welding equipment, and work benches, and though the cost is likely to be less than the budget allowance, the final numbers are not yet in. There is an potential increase in cost to the hose reels, which need to be upsized from 3/8" to 1/2" or 5/8". Allowances for SAC/WAC fees (allowance of \$15,000) and a site survey for the parking lot (\$12,500) were discussed. The survey will be done by Wright County personnel if staff is available. Francois will provide a breakdown of the remaining funds under 'general conditions' at the next committee meeting. Braun Intertec will be contacted to inspect welds in the wash bay area and issue a report on their condition.

5. Other:

The construction and completion of clean-up is estimated to be done by the end of May/early June, at which time installation of furniture/racking/shelving can begin. The proposed schedule is for furniture and IT equipment to start moving to the building by June 1; the parking lot will be paved by June 13; and the move can begin by July 1, 2016.

The next meeting will be held on June 2, 2016 at 10:30 a.m.

(End of 5-05-16 Owners Committee Minutes)

SEAN RILEY, PLANNING & ZONING ADMINISTRATORUpdate On Solar Farm Work Group

Riley said the Solar Farm Work Group will meet on 5-27-16 at 10:00 A.M. He contacted the parties that had expressed interest in serving on this Work Group and most are able to attend. Mike Bravinder will fill one of the Planning Commission positions on the Committee. At this time there are 15 potential members:

- 2 Commissioners
- 2 Planning Commission Members
- 5 Representatives of the Private Solar Industry
- 1 Wright Hennepin Representative
- 2 Township Board Representatives
- 1 City Council Member
- 2 Residents

The Work Group will meet every other Friday for two months. Schedule adjustments will be made as needed. Riley will send out an Agenda which will include an update on the issue and sharing what is hoped to be accomplished. Sawatzke asked whether the County has received response from Enel Green Power on the Aurora Project in Buffalo Township. Lee Kelly, County Coordinator, was notified that the County will receive written

response in 10 days. He anticipates bringing this to the next County Board Meeting. This was provided as an informational item.

MARC MATTICE, PARKS & RECREATION

Review & Take Action On Park Commission Recommendations From The 5-09-16 Wright County Parks Commission Meeting:

- A) Acceptance/Adoption, Wright County Parks and Recreation Department's 2016 Strategic Plan Update
Daleiden moved to accept the Wright County Parks and Recreation Department's 2016 Strategic Plan Update, seconded by Borrell, and carried 5-0.
- B) Approval To Proceed To Establish Partnerships Related To Parcel Acquisition In Rockford
The County was approached by a Wright County citizen interested in selling a parcel with Crow River frontage. Brad Harrington, Parks Coordinator, said the Parks Commission is requesting Board approval to explore the opportunity and look at a partnerships with the City of Rockford, Rockford Township and possibly Franklin Township. The property does not touch existing Wright County Parks. Crow Springs is the closest at about 9 miles. Harrington provided an overview of a map of the area. Potter moved to proceed with preliminary discussion on the potential partnership on this project. The motion was seconded by Daleiden and carried 5-0.

Approve Request For \$9,000 To Purchase A Small Parcel Of Land Near Bertram Chain Of Lakes Regional Park, In Partnership With The City of Monticello, & Authorize The Parks Department To Complete The Acquisition

The Bertram Chain of Lakes Advisory Board is recommending to the Wright County Board and City of Monticello to work with a landowner to purchase a parcel (approximately 3 acres) near Bertram Chain of Lakes Regional Park. The cost would be \$18,000 split between the County and City of Monticello (\$9,000 each). Harrington provided a map of the area. This is one of two parcels located inside of Bertram Park owned by private parties. Daleiden moved to approve the purchase contingent upon approve by the City of Monticello. The motion was seconded by Potter. Sawatzke said purchase of the parcel will allow hiking along the lake without trespassing. He stated there may be minimal fees associated with survey and filing fees. Kelly inquired as to the funding source. It was the consensus that the funding source be placed on the next County Board Consent Agenda for approval. The motion carried 5-0.

ITEMS FOR CONSIDERATION

5-17-16 BUILDING COMMITTEE MINUTES

The following change was made to the Building Committee Minutes: Page 1, Others Present, change to "R. Borell." Since the time of the Building Committee Meeting, it was learned that Larson Associates is unavailable so other options will be reviewed. This will be discussed at the 5-25-16 Building Committee Meeting. Husom said she will abstain from the vote as she is related to Larson. Potter made a motion to approve the 5-25-16 Building Committee Minutes as revised, seconded by Daleiden, carried 4-0 with Husom abstaining. The 5-25-16 Building Committee Minutes follow:

I. Public Works Building Deferred Maintenance & Remodel

Wilczek provided an introductory overview summary of budget pricing pulled from the 2014 Master Plan Design Study for the Wright County Public Works Department as created by HCM Architects. In that outline, a number of projects were identified as deferred maintenance on the building shell as well as projects needing attention for safety & health concerns. Steve Jobe presented a floor plan drawing of projected plans to remodel and accommodate the county extension office relocation to the site. Daleiden asked about staffing needs with regards to future growth plans and Chur noted she didn't see any significant changes in the coming years. Chur spoke with the group about needs in the kitchen for food prep and identified needs for more counter space and a dedicated refrigerator. Mattice noted several items in the shop areas needing to be addressed in addition to the building shell & office area remodel, many of which were also in the 2014 study. Given a lengthy list of deferred maintenance, safety, and floor plan items to address, along with calendar year budget considerations, a prioritization list was discussed as an important item to develop before moving forward.

5-17-16 Building Committee Minutes (cont.):

Recommendation:

Daleiden and Potter recommended obtaining a price from Larson Associates to formally draw and review the suggested floor plan modifications for compliance. Wilczek will pursue pricing for professional architect services, window replacement options, control joint & door caulking, and updated roof replacement pricing to include a metal option in lieu of asphalt shingles. Mattice will be put together a prioritized list of shop items and gathering pricing for those projects for consideration.

(End of 5-17-16 Building Committee Minutes)

SCHEDULE CLOSED SESSION TO DISCUSS NEGOTIATIONS STRATEGY

On a motion by Husom, second by Daleiden, all voted to schedule a Closed Session of the Negotiation Committee on 6-27-16 at 10:30 A.M.

ADVISORY COMMITTEE / ADVISORY BOARD UPDATES

1. River Rider. Sawatzke said the Sherburne County Administrator indicated he hasn't heard anything from the State since last meeting with them about three weeks ago. Potter said that at a meeting at the Capital two weeks ago, Tom Godfrey indicated a response should be received in about two weeks from then.
2. Legislative Update. Potter said the State did not pass the Transportation budget. In House File 622, Corridors of Commerce was included. The question is why I-94 did not get included in the list of projects that would have been approved. The I-94 Coalition has been contacting Legislators. The best they can ascertain at this point is that I-94 may have been traded out for the Brockton Avenue Interchange, but they will need to get confirmation of that. A Special Session may be called but is unsure whether the Governor will do that unless there is agreement on what they will accomplish.
3. Local EMS. Husom attended a meeting on 5-18-16. Opiate use remains high. The Narcan antidote is available through Marian Larson at the Central MN EMS. The antidote is temperature sensitive so it can't be left in a vehicle.

The meeting adjourned at 10:18 A.M.

WRIGHT COUNTY REQUEST FOR BOARD ACTION

BOARD MEETING DATE: June 7, 2015 CONSENT AGENDA: X

AMT. OF TIME REQUIRED: _____ ITEM FOR CONSIDERATION: _____

<p><u> ADMINISTRATION </u> ORIGINATING DEPARTMENT/SERVICE</p> <p>X <u> Sunny M. Hesse </u> REQUESTOR'S SIGNATURE</p> <p>_____ REVIEWED BY/DATE</p>	<p>BOARD ACTION REQUESTED: Refer to Personnel Committee (06/22/16) – Request for Reclassification resulting in new salary range</p>
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BACKGROUND/JUSTIFICATION:

	<p>COUNTY ATTORNEY REVIEW DATE:</p>	<p>FINANCIAL IMPLICATIONS: \$ _____</p>
<p>COUNTY COORDINATOR/DATE:</p>	<p>ADMINISTRATIVE RECOMMENDATION: <input type="checkbox"/> APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/> NO RECOMMENDATION</p>	<p>BUDGETED: _____ _____</p> <p style="text-align: right;"> YES NO</p> <p>FUNDING: _____ _____</p> <p style="text-align: right;"> LEVY OTHER</p>

<p>COMMENTS:</p> 	<p>COMMENTS:</p>
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WRIGHT COUNTY REQUEST FOR BOARD ACTION

BOARD MEETING DATE: June 7, 2015 CONSENT AGENDA: X

AMT. OF TIME REQUIRED: _____ ITEM FOR CONSIDERATION: _____

<p><u> ADMINISTRATION </u> ORIGINATING DEPARTMENT/SERVICE</p> <p>X <u> Sunny M. Hesse </u> REQUESTOR'S SIGNATURE</p> <p>_____ REVIEWED BY/DATE</p>	<p>BOARD ACTION REQUESTED: Reappoint Stephen Michel to a three (3) year term on the Wright County Personnel Board of Appeals effective 7/1/16.</p>
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BACKGROUND/JUSTIFICATION:
Stephen Michel's previous term on the Personnel Board of Appeals is set to expire on June 30, 2016. He is interested in serving another three (3) year term as a member of this Board.

	<p>COUNTY ATTORNEY REVIEW DATE:</p>	<p>FINANCIAL IMPLICATIONS: \$ _____</p>
<p>COUNTY COORDINATOR/DATE:</p>	<p>ADMINISTRATIVE RECOMMENDATION: <input type="checkbox"/> APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/> NO RECOMMENDATION</p>	<p>BUDGETED: _____ YES NO</p> <p>FUNDING: _____ LEVY OTHER</p>

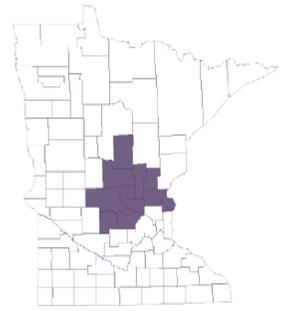
<p>COMMENTS:</p>	<p>COMMENTS:</p>
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Association of
Minnesota Counties

DISTRICT 5

Benton Chisago Crow Wing Isanti Kanabec Meeker Mille Lacs Morrison Sherburne Stearns Wright



Monday, June 13, 2016

8:00 a.m. – 12:00 p.m.

Meeker County Courthouse – Conference Room A & B
325 North Sibley Avenue, Litchfield ([Directions](#))

Meeting Fee: \$25

Tentative Agenda

8:00 A.M. Registration – Rolls & Beverages Served

8:15 A.M. Call to Order / Pledge of Allegiance / Introductions
District Director: DeWayne Mareck, Stearns County
Alternate District Director: Felix Schmiesing, Sherburne County

Introductions

Announced Candidates for AMC Office

AMC 2nd Vice President:

Commissioner Karla Bigham, Washington County
Commissioner Scott Schulte, Anoka County

County Reports: Concerns, Priorities and Accomplishments

(Counties are encouraged to bring a brief written report to help staff prepare meeting notes.)

AMC Executive Committee Report

AMC President Jack Swanson, Roseau County Commissioner

Minnesota Association of County Administrators Update, Roxy Traxler, President

Minnesota Association of County Veteran Service Officers, Lisa Klenk, President

AMC Management Report – Julie Ring, Executive Director

2016 Legislative Session Summary

MCIT Update – Steve Nelson, MCIT Deputy Director

AMC Member Services Report

Upcoming AMC Meetings & Events

- **NACo Annual Conference:** July 22–25, 2016 – Long Beach CA
- **AMC Policy Committee Meetings:** September 15-16, 2016 - Arrowwood, Alexandria
- **AMC Annual Conference:** December 5-6, 2016 – Hyatt Regency Minneapolis

Fall District Meeting – Monday, October 17, 2016

Other/Concluding Remarks

12:00 P.M. Local legislators have been invited to join us for lunch

WRIGHT COUNTY REQUEST FOR BOARD ACTION

Req. Agenda Time:		Board Meeting Date:	6-7-16	Consent Agenda:	X
Amt. of Time Required:		Item For Consideration:			
Assessor's Office	Board Action Requested: Approve Abatement, PID #155-999-444100 + multiple more parcels listed below, BNSF Railway Company.				
Originating Department/Service					
Requestor's Signature					
Reviewed By/Date					
Background/Justification: <p>BNSF called questioning the values for taxes payable in 2016 because the tax statement didn't reflect the values on their report from the MN Dept. of Revenue. After some research we found that Wright County did not receive the latest report from the MN Dept. of Revenue dated November 2015. So the correct values never got entered in the tax system for taxes payable for 2016. This abatement will correct those values and generate revised tax statements for the parcels involved. Parcels also included: 107-999-444100, 205-999-444100, 208-999-444100, 109-999-444100, 212-999-444100, 101-999-444100, 105-999-444100, 101-999-444200, 213-999-444200, 219-999-444100, 211-999-444100, 114-999-444200, 220-999-444100, 112-999-444100, 116-999-444100, 208-999-444200, 211-999-444200, 118-999-444200, 114-999-444100, 118-999-444100, 213-999-444100, 218-999-444100.</p>					
Previous Action On Request/Other Parties Advised: 					
Date/Time Received In Administration Office:	County Attorney Review/Date:	Financial Implications: \$ Budgeted: <div style="display: flex; justify-content: space-around;"> Yes No </div> Funding: <div style="display: flex; justify-content: space-around;"> Levy Other </div>			
County Coordinator/Date	Administrative Recommendation: Approval Denial No Recommendation				
Comments:		Comments:			

WRIGHT COUNTY REQUEST FOR BOARD ACTION

Req. Agenda Time:		Board Meeting Date:	6-7-16	Consent Agenda:	X
Amt. of Time Required:		Item For Consideration:			
Auditor-Treasurer's Office		Board Action Requested:			
Originating Department/Service		Approve Renewal of Annual On Sale 3.2 Malt Liquor License for NOSLO, Inc. DBA Albion Ridges Golf Course.			
Requestor's Signature					
Reviewed By/Date					
Background/Justification:					
Annual License Period is July 1, 2016 – June 30, 2017. Application has been approved by the offices of the Wright County Sheriff, Wright County Attorney, as well as the Town Board of Albion Township.					
Previous Action On Request/Other Parties Advised:					
Date/Time Received In Administration Office:		County Attorney Review/Date:		Financial Implications: \$	
County Coordinator/Date		Administrative Recommendation: Approval Denial No Recommendation		Budgeted: Yes No Funding: Levy Other	
Comments:				Comments:	

WRIGHT COUNTY REQUEST FOR BOARD ACTION

Req. Agenda Time:		Board Meeting Date:	6-7-16	Consent Agenda:	X
Amt. of Time Required:		Item For Consideration:			
Auditor-Treasurer's Office		Board Action Requested:			
Originating Department/Service		Approve Renewal of Annual On Sale (including Sunday) and Off Sale Liquor License for Up the Creek Grill & Bar, Inc.			
Requestor's Signature					
Reviewed By/Date					
Background/Justification:					
Annual License Period is July 1, 2016 – June 30, 2017. Application has been approved by the offices of the Wright County Sheriff, Wright County Attorney, as well as the Town Board of Silver Creek Township.					
Previous Action On Request/Other Parties Advised:					
Date/Time Received In Administration Office:		County Attorney Review/Date:		Financial Implications: \$	
County Coordinator/Date		Administrative Recommendation: Approval Denial No Recommendation		Budgeted: Yes No Funding: Levy Other	
Comments:				Comments:	

WRIGHT COUNTY REQUEST FOR BOARD ACTION

Req. Agenda Time:		Board Meeting Date:	6-7-16	Consent Agenda:	X
Amt. of Time Required:		Item For Consideration:			
Auditor-Treasurer's Office		Board Action Requested:			
Originating Department/Service		Request Position Replacement for Office Tech I.			
Requestor's Signature					
Reviewed By/Date					
Background/Justification:					
Request Position Replacement for Office Tech I due to a promotion.					
Previous Action On Request/Other Parties Advised:					
Date/Time Received In Administration Office:	County Attorney Review/Date:		Financial Implications: \$		
County Coordinator/Date	Administrative Recommendation: Approval Denial No Recommendation		Budgeted: Yes No		
			Funding: Levy Other		
Comments:			Comments:		

WRIGHT COUNTY REQUEST FOR BOARD ACTION

Req. Agenda Time:		Board Meeting Date:	6-7-16	Consent Agenda:	X
Amt. of Time Required:		Item For Consideration:			
Auditor-Treasurer's Office		Board Action Requested:			
Originating Department/Service		Approve Claims as Listed in the Abstract, Subject to Audit, for a Total of \$459,126.97 with 268 Vendors and 382 Transactions.			
Requestor's Signature					
Reviewed By/Date					
Background/Justification:					
Previous Action On Request/Other Parties Advised:					
Date/Time Received In Administration Office:	County Attorney Review/Date:	Financial Implications: \$			
County Coordinator/Date	Administrative Recommendation: Approval Denial No Recommendation	Budgeted: Yes No			
		Funding: Levy Other			
Comments:			Comments:		

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: BOARD MEETING DATE: 06/07/16 **CONSENT AGENDA:** X

AMT. OF TIME REQUIRED: _____ **ITEM FOR CONSIDERATION:** Position replacement

County Board

ORIGINATING DEPARTMENT/SERVICE

X 
REQUESTOR'S SIGNATURE

May 31 2016
REVIEWED BY/DATE

BOARD ACTION REQUESTED:

Back fill CP intake position being vacated by Erin Baker effective 06/24/2016

BACKGROUND/JUSTIFICATION:

Need to fill position ASAP.

COUNTY ATTORNEY
REVIEW DATE:

**FINANCIAL
IMPLICATIONS:**

\$ _____

COUNTY COORDINATOR/DATE:

**ADMINISTRATIVE
RECOMMENDATION:**

- APPROVAL
- DENIAL
- NO RECOMMENDATION

BUDGETED:
 YES **NO**

FUNDING:

COMMENTS:

COMMENTS:

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: BOARD MEETING DATE: _____ CONSENT AGENDA: X

AMT. OF TIME REQUIRED: 1 min ITEM FOR CONSIDERATION: Position replacement

County Board

ORIGINATING DEPARTMENT/SERVICE

X *Marianne Charbonneau*
REQUESTOR'S SIGNATURE

REVIEWED BY/DATE

BOARD ACTION REQUESTED:

Replace Social worker position in the Family Services Unit.
(Michael Gallagher's position)

BACKGROUND/JUSTIFICATION:

This is replacement of an ongoing child protection position. Michael Gallagher is resigning July 8th.

COUNTY ATTORNEY
REVIEW DATE:

FINANCIAL
IMPLICATIONS:

\$ _____

COUNTY COORDINATOR/DATE:

ADMINISTRATIVE
RECOMMENDATION:

- APPROVAL
- DENIAL
- NO RECOMMENDATION

BUDGETED:
 YES NO

FUNDING:

COMMENTS:

COMMENTS:

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: BOARD MEETING DATE: 6/7/2016 **CONSENT AGENDA:** X

AMT. OF TIME REQUIRED: _____ **ITEM FOR CONSIDERATION:** Position replacement

County Board

ORIGINATING DEPARTMENT/SERVICE

X Ca
REQUESTOR'S SIGNATURE

4/11/2016
REVIEWED BY/DATE

BOARD ACTION REQUESTED:

Request to fill Office Technician I position in Health and Human Services-Fiscal, Technology and Support.

BACKGROUND/JUSTIFICATION:

Kirsten Schieber has accepted a promotion to an OT II position in the Adult Services unit effective June 6, 2016.

	<p>COUNTY ATTORNEY REVIEW DATE:</p>	<p>FINANCIAL IMPLICATIONS: \$ _____</p>
<p>COUNTY COORDINATOR/DATE:</p>	<p>ADMINISTRATIVE RECOMMENDATION:</p> <p><input type="checkbox"/> APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/> NO RECOMMENDATION</p>	<p>BUDGETED: <u> </u> <u> </u> YES NO</p> <p>FUNDING:</p>

COMMENTS:

COMMENTS:

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: _____ BOARD MEETING DATE: 06-07-16 CONSENT AGENDA: X

AMT. OF TIME REQUIRED: _____ ITEM FOR CONSIDERATION: _____

BOARD ACTION REQUESTED:

**Request to Fill Two (2) Vacant
Highway Engineering Technician Positions**

HIGHWAY

ORIGINATING DEPARTMENT/SERVICE


REQUESTOR'S SIGNATURE

REVIEWED BY/DATE

BACKGROUND/JUSTIFICATION:

We will have two (2) vacancies as of July 5th, due to a retirement and a resignation. We need these positions filled as soon as possible.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

DATE/TIME RECEIVED IN
ADMINISTRATION OFFICE:

COUNTY ATTORNEY
REVIEW DATE:

FINANCIAL
IMPLICATIONS: \$ _____.

COUNTY COORDINATOR/DATE:

ADMINISTRATIVE
RECOMMENDATION:
 APPROVAL
 DENIAL
 NO RECOMMENDATION

BUDGETED:
 YES NO

FUNDING:
 LEVY OTHER

COMMENTS:

COMMENTS:

WRIGHT COUNTY

REQUEST FOR BOARD ACTION

REQ. AGENDA TIME BOARD MEETING DATE: June 7, 2016

CONSENT AGENDA: X

AMT. OF TIME REQUIRED

ITEM FOR CONSIDERATION: Replace vacated position

PLANNING & ZONING

Originating Dept.

Sean Riley

Requester's Signature

Reviewed by/Date

BOARD ACTION REQUESTED:

Authorize replacement of an Office Technician II. Position to be vacant after June 3.

BACKGROUND/JUSTIFICATION:

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

DATE/TIME RECEIVED IN
ADMINISTRATION OFFICE

COUNTY ATTORNEY
REVIEW/DATE:

FINANCIAL
IMPLICATIONS:

BUDGETED: _____

FUNDING: _____

COMMENTS:

WRIGHT COUNTY

REQUEST FOR BOARD ACTION

CONSENT AGENDA X

BOARD MEETING DATE: June 7, 2016

ITEM FOR CONSIDERATION: Rezoning

<p><u>PLANNING & ZONING</u> Originating Dept.</p> <p>_____</p> <p>Requester's Signature</p> <p>_____</p> <p>Reviewed by/Date</p>	<p>BOARD ACTION REQUESTED:</p> <p>Action on recommendation of the Planning Commission for the following rezoning:</p>
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BACKGROUND/JUSTIFICATION:

ALFRED NELSON-(Monticello Twp.) - Planning Commission recommends on a 4/2 vote that the property be rezoned from AG General Agriculture and S-2 Residential-Recreational Shorelands to R-1 Urban-Rural Transitional and S-2.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

<p>DATE/TIME RECEIVED IN ADMINISTRATION OFFICE</p>	<p>COUNTY ATTORNEY REVIEW/DATE:</p>	<p>FINANCIAL IMPLICATIONS: BUDGETED: _____ FUNDING: _____</p>
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COMMENTS:

WRIGHT COUNTY PLANNING COMMISSION

Meeting of: May 12, 2016

MINUTES – (Informational)

The Wright County Planning Commission met May 12, 2016 in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Vice-Chair, Ken Felger, called the meeting to order at 7:30 p.m. with the following Board members present: Felger, Dave Pederson, Jan Thompson, Charlie Borrell, Dave Thompson and Dan Bravinder. Absent was Dan Mol. Sean Riley, Planning & Zoning Administrator, represented the Planning & Zoning Office; Greg Kryzer, Assistant County Attorney, present as legal counsel.

ALFRED S. NELSON - Cont. from 4/21/16

LOCATION: 7928 Aetna Avenue NE – Part of Gov't Lot 1, Section 30, township 121, Range 25, Wright County, MN. (Cedar Lake–Monticello Twp.) Tax #213-100-301200

Petitions to rezone from AG General Agricultural and S-2 Residential-Recreational Shorelands to R-1 Urban Rural Transition and S-2 as regulated in Section 504, 605 & 612 of the Wright County Zoning Ordinance. (If rezoning is approved, applicant will re-apply for a subdivision to create one new building site.)

Present: Al & Julie Nelson

- A. Riley reviewed the previous hearings, Commission made a site inspection and further review by the Town Board. The last meeting the Commission directed Staff to develop a motion in favor of rezoning. The applicant made effort to meet with the Town Board. Some of the issues early on were how the lots would be developed. The Town Board is recommending denial of the rezoning.
- B. A. Nelson – stated the work is done on the road access. The culverts have been dug out. This addressed the concerns of the maintenance person for the Township. Riley noted the photos of that work were submitted by the applicant to show this work. That matter has more to do with the subdivision review.
- C. Brett Holker – Town Board Chair –appeared to answer any questions or clarification on the Town Board's action. The Town Board had first looked at whether it was buildable. One question they had was the driveway. From the driveway aspect the applicant has addressed the access and that is fine. The subdivision is usually something they defer to the County so it is consistently applied across the County. When it came to the rezoning they voted 3/1, with one member abstaining who was in a position to deny. The Town Board did not find this was unique enough or especially suited to residential. Concerned this would open the Township up to more. Borrell – agreed it becomes a judgment call. He felt from what he saw at the site inspection, it appeared to make a beautiful building site. Holker – this was not an easy decision. There are many 5-6 acre lots that owners would like to split in two. The Town Board has been holding to the "1 per 40" density.
- D. Riley – the way lots are configured and very limited road frontage, it would be difficult to split the existing AR lots on this side of the lake. Felger – there was a lot of discussion about that concern. Those larger lots are comprised of much low land, not like this parcel that is high above the lake. Holker that may be on this lake; but on other lakes in the Township that may not be the case. He would have a tough time turning them down if they allow it here. There are also non-agricultural 5-10 acre parcels not on a lake, to say it is okay here, but not somewhere else? Felger explained what makes it unique is the riparian. Riley –stated that is a provision in the Plan for riparian. There is always a long debate on whether lakeshore is especially suited to residential development. Holker–stated they had a lengthy debate on both sides of the issue.
- E. Felger asked for further public comment – hearing none, closed the public hearing.
- F. Borrell understands the Town Board's concern, however, this site has good high ground that other parcels on the lake would not have.

- G. Pederson – this lake is borderline between a Natural Environment and Recreational Lake. The lands around the lake are not suited to further development. Town Board deliberated on this twice and he would go along with the Town Board’s recommendation.
- H. J. Thompson – the concerns the Township representative spoke of make a lot of sense and she would support their recommendation.
- I. D. Thompson – would agree he would support the Town Board. Borrell asked if D. Thompson was at the last meeting. D. Thompson stated he was at one of the meetings. Borrell – stated at the last meeting they had four members in favor of rezoning and directed Staff to develop Findings for approval. In that case, the applicant might want a continuation. A. Nelson – stated it was approved with direction to Staff to come up with the language. Riley – there was no formal action and that was a meeting with only four Commission members present.
- J. D. Bravinder – felt the Town Board is primarily concerned about setting a precedent. He did not think that is a concern with the unique piece of property here. Felger recalled action on Lake Washington that did not open up a flood of rezoning requests. Felger would agree with Bravinder and they did give the applicant indication they would direct Counsel to draft Findings consistent with approval. He would support rezoning.
- K. D. Pederson – the Town Board knows their situation and did not want to over-ride that. Felger – this is a County Ordinance and the Commission values the Town Board’s opinion, noting he seldom votes against that. The applicant has put together a package to show how this is unique. He did not think they would be opening doors on this lake for further development. In this case, everything seems to fit.
- L. Borrell – suggested they continue for a full Board. Kryzer – suggested a continuation; or, refer to the County Board with a neutral recommendation.
- M. Pederson moved to refer the rezoning request to the County Board without a recommendation.
MOTION FAILED FOR LACK OF A SECOND
- N. Bravinder moved to recommend approval of the rezoning to the County Board of Commissioners to rezone the property from AG General Agricultural & S-2 Residential-Recreational Shoreland to R-1 Urban Rural Transition & S-2 Residential-Recreational Shoreland because the Board believes it meets the criteria of the Land Use Plan, is riparian and especially suited to residential development. D. Thompson seconded the motion.

DISCUSSION: *Borrell noted at the first meeting, a Township Supervisor indicated they were more concerned with the driveway. He understands the concern is the Township does not want to open the flood gates. The Township recommendation was a split vote. The Commission has to look at these on a case-by-case basis. He noted the rezoning on Lake Washington turned out well. Pederson noted the second time around the Town Board voted to deny rezoning.*

VOTE: CARRIED, Bravinder, D. Thompson, Borrell, Felger in favor; D. Pederson & J. Thompson, nay

WRIGHT COUNTY PLANNING COMMISSION

Meeting of: April 14, 2016

MINUTES – (Informational)

ALFRED S. NELSON – Cont. from 1/14/16

LOCATION: 7928 Aetna Avenue NE – 3.8 acres lying in Gov't Lot 1, Section 30, township 121, Range 25, Wright County, Minnesota. (Cedar Lake – Monticello Twp.) Tax #213-100-301200

Petitions to rezone from AG General Agricultural and S-2 Residential-Recreational Shorelands to R-1 Urban Rural Transition and S-2 as regulated in Section 504, 605 & 612 of the Wright County Zoning Ordinance. (If rezoning is approved, applicant will re-apply for a subdivision to create one new building site.)

Present: Alfred & Julie Nelson

- A. Riley summarized the previous discussion that was continued for a site inspection and allow the applicant to continue meeting with the Town Board. The property is zoned AG General Agricultural and in the Land Use Plan for A/R. The request to rezone to R-1 is to get a second building site. The applicants did not want to spend more money on the soils test and survey work without knowing where they stand on the rezoning. The applicant has signed the waiver to allow more time for consideration.
- B. J. Nelson noted the Commission at the January meeting asked they meet with the Town Board again. She felt they addressed the Town Board's biggest concern that was the driveway and with the assumption the lot was buildable. She illustrated the building area available by using the County mapping program, "Beacon", to show there is an area of about 20,000 sq. ft. to work with. This area is outside of the bluff and meets the building setbacks for the R-1 zone. They agreed to prove this prior to the subdivision approval. The new concern the Town Board discussed was the precedent R-1 would set and continued to meet with the Town Board. They discussed this with the Zoning Administrator. She reviewed the lots to the north and south and felt the proposed division fits in with the surrounding lots. Supervisor Yonak, indicated the R-1 is the best use and everyone seems to agree this does not fit the AG district. She felt they were able to address all the site issues, but concern was an R-1 rezoning could lead to other requests. They are requesting the Commission rezone to the R-1 which is a more appropriate district for the parcel. She felt the two lots would meet the R-1 standards. A question on how a rezoning would affect their property taxes if they did not get a subdivision approved was clarified with the Assessor. The zone would not change the tax value until the subdivision were completed.
- C. Felger asked if the new lot line would meet the setback from the existing storage building. J. Nelson indicated it would more than meet the setback.
- D. Riley explained the Town Board has a legitimate concern whenever there is a mix of development. This is an old "lot of record" in a AG and lakeshore zone that is undeveloped. It is understandable they would be concerned that other property owners would come in to try and rezone another tract for one-acre lots. The decision to rezone is a matter that stands on its own. The Commission should decide if the R-1 fits. The other issues would be left for the applicant to figure out.
- E. Mol asked the Plan designation. Riley stated it is A/R. The policy for the shoreland states the Commission should determine if it is "shoreland especially suited" for development. Typically, the Commission has a request that is a larger scale than this.
- F. Borrell noted he found the rezoning request on Washington Lake was well suited for the lots developed there. Riley noted those were large lots in the A/R district. What the Town Board is saying here is there is a substantial amount of lakeshore that is still open and are concerned about the impact of a rezoning on the south side if other requests come forward. Mol noted other requests would have to stand on their own.

- G. Felger stated the Commission made a site inspection and since he has given this a lot of thought. This property has good elevation above the lake; whereas, the acreage to the south around the lake are large parcels due to the amount of swamp. He felt it is unlikely those properties would come before the Commission for lots.
- H. Bravinder – felt the property owner has addressed the concerns about the driveway. He understands why the Township would have concerns about the driveway washing out, but that can be corrected. The maintenance person was at the site inspection to address that. The remaining issue is the precedent on the lake. A. Nelson – explained the culvert would be cleaned out; driveway will be crowned and if they put in rip-rap on either side that would address the concern.
- I. Riley suggested the decision should be continued to develop a motion consistent with the discussion. The discussion on whether this is suitable for development, the difference between this site and surrounding properties should be included in action that could be taken at the May meeting.
- J. Borrell moved to direct Staff to prepare a motion for approval of the rezoning and to include the discussion about the uniqueness of the property as it relates to the properties to the south. In addition, the applicant reached a resolution with the Town Board on the driveway to the property. Action on the rezoning request to be continued to the May 12, 2016. Bravinder seconded the motion.

DISCUSSION: Nelson informed the Commission they would be out of town in May, however, their daughter could represent them.

VOTE: CARRIED UNANIMOUSLY

WRIGHT COUNTY PLANNING COMMISSION

Meeting of: January 14, 2016

MINUTES – (Informational)

ALFRED S. NELSON Cont. from 12/10/15

LOCATION: 7928 Aetna Avenue NE – 3.8 acres lying in Gov't Lot 1, Section 30, township 121, Range 25, Wright County, Minnesota. (Cedar Lake – Monticello Twp.) Tax #213-100-301200

Petitions to rezone from AG General Agricultural and S-2 Residential-Recreational Shorelands to R-1 Urban Rural Transition and S-2 as regulated in Section 504, 605 & 612 of the Wright County Zoning Ordinance. (If rezoning is approved, applicant will re-apply for a subdivision to create one new building site.)

Present: Alfred & Julie Nelson

- A. Riley reviewed the location and Land Use Plan designation for A/R Agricultural-Residential. The applicant is requesting a rezoning to R-1 and the petition was continued for a site inspection. He explained there has been no survey or site work done as the applicant did not want to invest in a lot of money without getting some indication from the Planning Commission on the rezoning.
- B. Borrell asked what size the now lot is and whether this lot is similar to those rezoned for Rachel. Riley stated the lot size is estimated at 1.5 acres. The difference between this property and Rachel (previous rezoning on the agenda), is that this is an old lot of record. Displayed the air photo with zoning overlay. Other than old plats on the east side of the lake that pre-date the Ordinance, the area comprises of AG, some A/R and old R-2a zone.
- C. A. Nelson asked if the Commission could move forward and they would provide the tests to show there is adequate area for sewers. Noting he would also need a new sewer for his existing house. He feels there is plenty of room.
- D. Riley noted as some of the Commissioners could see at the site inspection, there are some slopes and bluff conditions on the lot. He asked if they felt rezoning was agreeable, the applicant could go forward with survey and soils tests; on the other hand, there is no harm in rezoning the property if they find the site will not work. There is likely a box within that area available for building, however, will be small once you take out the setbacks.
- E. J. Nelson stated the bluff rises at the shore and is within the lake setback. She noted there is 120' x 128' to work with outside of the setbacks. Kryzer recalled a lot approved on the east side of Lake Charlotte where the Board went through the same thing. It had appeared there was plenty of room to build within a box; however, there were other unknown features (wetland) that made it difficult to build. He cautioned there may be other issues found here also. Mol asked where the water drains? Borrell – explained the building area sits on a crown and it would appear the water runs to both lakes. Riley added, there are no wetlands or drainage areas running through the property. He would need to see some information to show that a house and two sewer sites will work. Mol – explained he has real concerns about drainage. As a member of the Board of Adjustment, he sees the issues. Buyers often want larger homes than the site will support.
- F. J. Thompson referred the Commission to the reasons the Town Board recommends denial. The site has runoff concerns, steep grades, there are safety concerns along with meeting setback requirements. Five letters in opposition. There have been junk complaints on the property in the past. Borrell noted there is a driveway and if they could stay out of the bluff, find room for sewers and meet all the setbacks maybe the Town Board would approve. He would disagree that they only have a tight building area available.

- G. Kevin Yonak -Township Supervisor present – stated he was a former resident at the end of this road and knows the property. The steep angle of the driveway is their main concern, with potential for silt running down onto the road and question whether the sewer will fit.
- H. Borrell noted a driveway is in and there appears plenty of room from the dimensions given. J. Nelson – stated they have talked to a local sewer installer who knows the soils, and he could not see any reason why they could not fit these in. She noted the neighbor (Green) to the north has a smaller buildable area on his lot. Borrell indicated he would like to give the applicants a chance to see if it will work. Mol – noted the Commission generally has this information to make a decision. J. Nelson explained the survey work is very expensive.
- I. Riley - the question is, does this fit the R-1 district and should determine that now rather than when they come back with all the site work. Borrell stated he can appreciate what the Town Board has to say; however, the applicant may be able to address those driveway concerns. D. Thompson noted the concerns include getting up the steep incline in ice/snow conditions and potential cars parked down below and interfering with the Township plows. J. Nelson noted there is a flat parking area off the right of way to park, if necessary. Mol – did not think it would be appropriate to rezone not knowing if this would work.
- J. D. Pederson - although there are very small lots on the other side of the lake; in the immediate area on this side of the lake it appears owners have taken pride in keeping their lots large. This is a small lake and he questioned whether they want to set a precedent of smaller lots on this side of the lake. He would support the Town Board’s decision.
- K. J. Nelson explained the reason for the larger lots is the change in the topography. Green only had a small area to fit his house in.
- L. Felger asked the Town Board Supervisor, Yonak, if the primary reason for denial was a question on septic. Yonak stated he is only one member, but there was discussion on the sewers and the angle and pitch of the proposed driveway. Felger felt there was a major distinction on this property and the one they acted on earlier in the meeting. Mrs. Nelson stated the other nearby properties have smaller buildable areas due to topography. Felger noted the question the Commission has to address is whether they want to set a precedent in the A/R district. This lot would be smaller than surrounding lots. Felger asked about another house on a hilltop. A. Nelson stated that is the Froslic home. Yonak stated his home at the end of the road was on a 5-acre lot. Riley noted there is limited road frontage for most of the properties. The Commission has the Town Board’s response on the rezoning. The question is whether they feel it is more prudent to take action on the rezoning; or if they want the applicant to continue with collecting the information on the site.
- M. Mol – stated he would need to see this site information. Pederson – questioned if that is pertinent to the question on rezoning. Responded to Nelson on impact to taxes; Riley noted the change in the zone would be just on the books, but could impact taxes. If it turns out the site is marginal, not sure. Mol – comparing this property with information provided on other requests, he did not feel it is fair to other applicants who have adequate information and much detail on a survey. This property is between two bodies of water, on a hill and area is limited for sewers and well. Borrell stated they are speculating both ways, but he is leaning in favor of rezoning. Felger the Commission usually has information there is buildable area; in this case he does not support the rezoning with the Town Board’s recommendation. He wondered if the Town Board would take a second look if they have this information.
- N. Riley explained the previous item on the agenda for Rachel was much different with three dozen lots proposed and the information was required because a Planned Unit Development requires it. Staff did not encourage the applicant to go out and spend this money when the site is tight and the Land Use Plan designates was for the A/R district. The Town Board’s concerns and that it is incompatible with this side of the lake. Felt the Commission needs to decide on whether the rezoning is appropriate.
- O. Discussion followed. D. Thompson noted he would not support a rezoning unless the Town Board action was favorable. Kryzer noted even if the property is rezoned tonight, they cannot guarantee

the subdivision would be approved. Mol felt there are too many unsettled issues. One option is to continue for further consideration which would allow the applicant time to go back to the Town Board. Pederson – felt the Town Board would also need more information and even with that, may not change their mind on rezoning this. The fact is they have large lots on this side of the lake and rezoning would set a precedent. He was not sure how much emphasis the Town Board put on that. Riley noted with the time of year, he would suggest continuing this out beyond February. Kryzer informed the applicants they have the option for a decision on the rezoning tonight; or, waive the time frame for a decision. Mr. & Mrs. Nelson stated they would prefer a continuation to determine whether it is possible. D. Pederson informed Nelsons that by getting this work done does not determine the decision the Commission and County Board will take on rezoning and they have to weigh the cost and risk of that. Nelson indicated they understand.

- P. Mol moved to continue the hearing to April 14, 2016 at the applicant's request with a signed waiver allowing a decision beyond what is required under Section 15.99. Borrell seconded the motion.

VOTE: CARRIED UNANIMOUSLY

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: December 10, 2015
MINUTES – (Informational)

ALFRED S. NELSON – New Item

LOCATION: 7928 Aetna Avenue NE – 3.8 acres lying in Gov't Lot 1, Section 30, township 121, Range 25, Wright County, Minnesota. (Cedar Lake – Monticello Twp.) Tax #213-100-301200

Petitions to rezone from AG General Agricultural and S-2 Residential-Recreational Shorelands to R-1 Urban Rural Transition and S-2 as regulated in Section 504, 605 & 612 of the Wright County Zoning Ordinance. (If rezoning is approved, applicant will re-apply for a subdivision to create one new building site.)

Present: Alfred & Julie Nelson

- A. Riley reviewed the location boundaries on Cedar Lake. The current zoning is AG and Land Use Plan is A/R. The potential new parcel was outlined on a site plan. The applicant is pursuing the rezoning first because Staff stressed that the proposed zoning is somewhat in conflict and did not want them to spend a lot of money on surveys and plans. The request is for R-1 because that is the only district that a new lot could fit.
- B. Discussion on the Land Use Plan district that calls for a minimum of 10 acres. This is riparian shoreland. The lake is designated Recreational-Residential. The property has a steep bank, but has not been determined if it fits the classification of a "bluff". Staff have no data to review, but a house, septic and meeting setbacks would be tight. The standards could impact the width of the house and layout. Borrell asked if the placement does not work, the fact that it is rezoned would not hurt anything. Riley – stated perhaps it would be best to get a feel for the property.
- C. Nelson measured the area available and stated they have 385' in depth and 180' in width available for the new lot. The bluff is right on the shore, so the bluff setback is within the lake setback of 100' and would meet both. Riley indicated that could be. He also noted they cannot alter the bluff. He needs to see the topography and full survey. Kryzer – looking at the County Beacon map program, he felt there are a couple of locations it would meet the bluff definition. Riley stated he would need to see how much land is left and is available for house and two septic systems. J. Nelson stated the Staff had done some measurements using this mapping program and told her there was room for two new sewers. They would not have applied for this hearing without hearing that. Kryzer – clarified the Staff would not make any guarantees. Riley – stated the applicant had a private septic installer to the property and it was not County staff. The minimum house size is 800 sq. ft. with 24' in width. He noted the site may only allow a small home and not necessarily accommodate what a person would likely want to build.
- D. Tom Green 8004 Aetna Avenue NE – neighbor adjoins to the north – they are concerned after living here for 20 years – they were told when purchasing the property they own that there was a minimum of 3- acres to create a new lot. Another lot between them would put a neighbor very close. There are many questions they have how close to their line. He also submitted a written response from another neighbor who could not attend. If this lot is broken down it would set a precedent for other neighbors who have 3+ acres and they have a nice neighborhood and they want to maintain the space between the neighbors.
- E. Hearing no additional comments from the public. The Commission discussed the need for a site inspection and the public hearing would remain open.
- F. Borrell moved to continue the hearing to January 14, 2016 for a site inspection. Thompson seconded the motion.

VOTE: CARRIED UNANIMOUSLY

Wright County Request for Board Action

Req. Agenda Time: _____ Board Meeting Date: 6/7/16 Consent Agenda yes
Amt of Time Required: _____ Item for Consideration: 2016-2018 DOC boarding contract

Sheriff's Office / Jail division

Originating Department

BOARD ACTION REQUESTED:

Approve and sign contract to house MN DOC Release Violators


Requestor's Signature

Reviewed by/date

BACKGROUND/JUSTIFICATION:

This is a renewal of our current contract with the Mn Dept. Of Corrections. The only changes are the effective dates. This is a 2 year contract starting 7/1/16 through 6/30/18. Per-diem rate is \$55 per day as set by statute.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

Date/Time Received in Administration Office:	County Attorney Review Date:	Financial Implications
County Coordinator/Date	Administrative Recommendation: <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> No recommendation	Budgeted: Funding:

COMMENTS:

COMMENTS:

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Corrections, Facility Services Division, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Wright County Jail – 3800 Braddock Avenue NE, Buffalo MN 55313 ("Governmental Unit")

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of secure housing for offenders committed to the Commissioner of Corrections.

Agreement

1 Term of Agreement

- 1.1 **Effective date: July 1, 2016**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date: June 30, 2018**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 The Governmental Unit Duties:

- a) The Governmental Unit will provide lodging, meals, and supervision for State offenders in accordance with established jail policies and procedures.
- b) **Health Care for Offenders.** The Governmental Unit will provide basic medical, mental health and dental care. The cost of basic medical, mental health and dental care shall be included in the offender per diem rate. Basic medical, mental health and dental care is defined as any care the Governmental Unit provides on-site to its general population. Any care beyond basic medical, mental health and dental care must be approved by the State's Health Services representative (Mike Hermerding or his designee, 651-361-7287), prior to services being provided. The Governmental Unit will pay all costs for all off-site non-emergency services that have not received prior approval from the State. Emergency care may be provided without State approval. The Governmental Unit will notify the State's Health Services representative within 24 hours if any State offender received emergency care and/or hospitalization.
- c) **Urinalysis/Drug Screening.** The Governmental Unit will provide random/suspicion urinalysis/drug screening as mutually agreed between parties.
- d) **Offender Money.** The Governmental Unit will be responsible for individual offender money accounts.
- e) **Offender Discipline.** The Governmental Unit will apply its policies, procedures, rules and regulations to offenders from the State. Offenders who have violated the Governmental Unit's rules and regulations will be subject to the same discipline as other offenders housed by the Governmental Unit. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the law applicable to the State.

The Governmental Unit shall have physical control and power to exercise disciplinary authority over all offenders from the State provided: 1) the disciplinary action is reasonable and proportionate in relation to the violation; 2) the action taken is impartial and not discriminatory; 3) the action is neither arbitrary or retaliatory; 4) the Governmental Unit shall notify the State within five days whenever any disciplinary action has been taken against a State offender.

The Governmental Unit shall notify the State Office of Special Investigations (651-248-8341, alternative phone 651-642-0419) immediately if a State offender is alleged to have committed a serious violation, including escape or attempted escape, felony assault, riot, holding hostage, and homicide. In cases of serious violation, the State may transfer the State offender to a State facility for disciplinary processing.

- f) **Custody Status.** The Governmental Unit will not lower the custody status of State offenders (e.g., work assignments outside the perimeter of the correctional facility, minimum custody, etc.) unless specifically approved by the State.
- g) **Return of Offenders.** The Governmental Unit will surrender any State offender(s) to the proper officials of the State upon demand made to the Governmental Unit and presentation of official written authority to receive the offender(s). As mutually agreed between parties, the State will retake any offender within five calendar days after receipt of a request from the Governmental Unit. If the Governmental Unit requests return of an offender to the State and the State does not concur with the reasons for return, the Governmental Unit will return the offender to the Minnesota Correctional Facility-St. Cloud or the Minnesota Correctional Facility-Shakopee at its own expense. The Governmental Unit will give a minimum of three hours notice, and return of an offender must occur during regular business hours (8:00 a.m. to 4:00 p.m.).
- h) **Escapes.** The Governmental Unit shall notify the State immediately if a State offender escapes and shall take all appropriate action necessary to apprehend the escaped offender. In the case of an escape to a jurisdiction other than the State of Minnesota, the State shall be responsible for the cost of extradition or rendition proceedings, but nothing construed to prevent or affect the activities of the officers or agencies of any jurisdiction directed toward the apprehension and return of the escapee.
- i) **Death of an Offender.** In the event of the death of any State offender, the Governmental Unit shall immediately notify the State Office of Special Investigations (651-248-8341, alternative phone 651-642-0419). The Governmental Unit shall assume responsibility for the investigation of the death and for working with law enforcement, county medical examiner, county attorney, and local emergency staff. Upon completion of the death investigation, a copy of the final report will be provided to the State Office of Special Investigations.
- j) **Offender Clothing.** The Governmental Unit will provide or provide for offender clothing. All State-issued clothing must be returned to the State upon intake of the offender in the Governmental Unit facility. The Governmental Unit will provide offenders with appropriate winter clothing if offenders are released between November and May 1.
- k) **Offender Programming.** The Governmental Unit will provide programming as mutually agreed between parties. The Governmental Unit will provide written documentation to the State of all offender program completions.
- l) **Transition Programming.** The Governmental Unit will provide transitional programming to the State offenders. Transitional programming curriculum will be provided as mutually agreed between parties.
- m) **Telephone Monitoring.** If the Governmental Unit utilizes offender telephone monitoring, the Governmental Unit will allow the State access to the system for the purposes of investigation.
- n) **Transportation.** Transportation of offenders to and from the Governmental Unit will be provided by the State of Governmental Unit as mutually agreed between parties.
- o) **Offender Property.** Offender property will be stored at the Governmental Unit as mutually agreed between parties.

- p) Licensure Requirements. The Governmental Unit will be fully licensed and compliant with regulatory requirements involving safety and operations.
- q) Continuity of Operations. The Governmental Unit will have a documented emergency action plan that includes state offenders in their custody in case of an emergency requiring evacuation or other circumstance resulting in the inability to provide services.

2.2 The State will:

- a) Place offenders at the Governmental Unit who:
 - (1) are Release Violators who, following a hearing by the Minnesota Department of Corrections Hearings and Release Unit, are determined to be confined until their expiration of sentence date or are awaiting a return to a Minnesota Department of Corrections facility; or
 - (2) are serving their initial term of incarceration or are awaiting their admittance into a Minnesota Department of Corrections facility as a new commitment; and
 - (3) are mutually accepted and placed by the State and the Governmental Unit.
- b) Provide case management assistance in establishing program plan and release planning.
- c) Provide consultation on the development and/or implementation of transition programming.
- d) Provide information packets for each offender. Packets will consist of the information relating to the case history, chemical dependency and sex offender treatment records, judicial and administrative rulings, orders relating or pertinent to the offender, and the sentences pursuant to which confinement is to be had or continued, identification data, and photographs.
- e) Provide the offender's medical, mental health and dental records to the Governmental Unit. The Governmental Unit is responsible for the care and maintenance of the records and the prompt return of the records to the State upon the release of the offender. The health care staff of the Governmental Unit will document the provision of health care services to the State's offenders in a manner consistent with generally accepted standards of professional practice. The Governmental Unit will promptly provide all documentation related to the provision of care to the State's offenders upon release of each offender.
- f) Upon notification by the Governmental Unit of an emergency requiring evacuation or inability to provide services, the State will make arrangements to take custody of all state offenders within 24 hours of the notification. The State may be available to offer additional assistance upon request in case of such an emergency.

3 Payment

- 3.1 The state will pay \$55.00 (fifty-five dollars) per day per offender, not including the date of departure from the Governmental Unit facility. The State will not pay for offenders who are out on writ status to other governmental units.
- 3.2 The State will reimburse the Governmental Unit for approved medical/dental expenses of offenders when these expenses are more than routine medical/dental services provided by the Governmental Unit and as approved by the State.
- 3.3 The Governmental Unit shall pay provider of medical services and request compensation monthly for pre-approved qualifying services per Clause 2, part 2.1, sub-parts b and c) provided to State offenders. The State will reimburse the amount paid by the Governmental Unit to the service provider.
- 3.4 Requests for compensation for pre-approved qualifying medical services shall include an invoice from the original provider for those services and a separate summary document that lists the name(s) of the offender(s), the name(s) of the providing service entity (ies), and the total amount corresponding to services for the offender(s) on the invoice(s).
- 3.5 This agreement does not include any additional reimbursement for travel, subsistence, clothing issue, or other such items.

- 3.6 Payments will be made by the State promptly after the Governmental Unit's presentation of invoices for services performed and acceptance of such services by the State's Authorized Representative. Invoices must be submitted monthly to the State's Authorized Representative by the seventh working day of each month following the month service is provided.
- 3.7 The total obligation of the State under this agreement will not exceed \$2,007,500.00.

4 Authorized Representatives

The State's Authorized Representative is Tracy Hosking (651-361-7225) or her successor.

The Governmental Unit's Authorized Representative is Patrick O'Malley (763) 682-7659 or his successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

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

10 Termination

10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

12 Accessibility

To ensure that person with disabilities have access to all programming provided under this Agreement, the Governmental Unit will either 1) make any necessary physical or structural modifications to allow disabled persons to participate; 2) deliver services at an alternate accessible site; or 3) employ other methods approved by the State that result in making the program accessible.

13 Bloodborne Pathogen Notice

Governmental Unit is hereby notified and agrees to assume full responsibility for notifying all of its employees of the remote possibility that they may be at risk for exposure to a bloodborne pathogen such as the hepatitis B virus (HBV). Governmental Unit further agrees to provide training for all its employees and to offer vaccinations to those who could reasonably anticipate an exposure resulting from the performance of this Agreement.

14 Prison Rape Elimination Act Compliance

Governmental Unit must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Governmental Unit acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: E. Thomas

Date: 5/16/16

CFMS Contract No. A- 109368 / 3-69084

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy

RESOLUTION 16-

WHEREAS Riverwood National Townhomes Association, Inc., (Applicant) the former owner, wishes to repurchase the hereinafter described parcels of tax forfeited land, in accordance with the provisions of Minnesota Statutes, Sections 282.241 - 282.261, which lands are situated in the County of Wright, Minnesota, and described as follows, to-wit:

Outlot H, Riverwood National, Common Interest Community No. 95, Wright County, Minnesota
PID # 118-190-000080; and

Outlot M, Riverwood National, Common Interest Community No. 95, Wright County, Minnesota
PID # 118-190-000400; and

WHEREAS The Applicant has deposited an amount sufficient to pay all delinquent taxes, assessments, penalties and interest owing on this particular parcel, along with all other costs related to the repurchase; and

WHEREAS Allowing the repurchase will either correct undue hardship or injustice resulting from the forfeiture, or will promote the use of the lands that will best serve the public interest;

NOW, THEREFORE, BE IT RESOLVED, That the Applicant's repurchase of the above described parcels of tax forfeited land is approved, and the Wright County Auditor/Treasurer is hereby directed to permit such repurchase and is authorized to apply for a State deed, all according to the provisions of Minnesota Statutes, Sections 282.241 - 282.261.

ADVERTISEMENT FOR BIDS

SALE OF COUNTY PROPERTY

NOTICE IS HEREBY GIVEN that online bids will be received for the purchase of real property, currently owned by the County of Wright, and located at 4030 Naber Avenue NE in the City of St. Michael, County of Wright, State of Minnesota, with legal description as follows:

That part of Sections 8 and 17, Township 120, Range 23, described as follows: Beginning at the southwest corner of said Section 8; thence on an assumed bearing of North along the west line of said Section 8, a distance of 227.37 feet; thence East 423.15 feet; thence South 318.96 feet, more or less, to the northerly shore of the Crow River; thence westerly along said northerly shore of Crow River 423.4 feet, more or less, to the intersection with the west line of Section 17; thence northerly along said west line of Section 17 a distance of 75.64 feet, more or less, to the point of beginning.

Said online bidding is being conducted by Lampi Auctioneers, Inc. via the website www.lampionline.com. A link can be found on the Wright County website. Bidding opens on June 6, 2016 and ends at 4:00 PM on June 20, 2016. Questions can be directed to Lampi Auctioneers, Inc. at (320) 274-5393.

The property is guided for B-4 commercial zoning by the City of St. Michael. Wright County makes no representations or warranties of any type about the suitability of zoning of this parcel for any particular use or purpose.

The Wright County Board of Commissioners reserves the right to reject any and all bids, to waive informalities or irregularities in bids submitted, and to waive minor irregularities or discrepancies in bidding procedures.

LEE R. KELLY
Wright County Coordinator

Wright County Request for Board Action

Req. Agenda Time: _____ Board Meeting Date: 06-07-16 Consent Agenda _____
 Amt of Time Required: 5 min Item for Consideration: _____

Sheriff's Office

BOARD ACTION REQUESTED:

Originating Department

Request Board approval of the attached resolution allowing Sheriff Joseph Hagerty to enter into an agreement with the Minnesota Office of State Court Administration.

Requestor's Signature

Reviewed by/date

BACKGROUND/JUSTIFICATION:

The State Court Administrator's Office has implemented a new Court Data Service which provides remote electronic access to court records and documents. This resolution will allow continued access to Court data which is utilized by the Wright County Sheriff's Office.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

Date/Time Received in Administration Office:	County Attorney Review Date:	Financial Implications
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County Coordinator/Date	Administrative Recommendation: <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> No recommendation	Budgeted: Funding:
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COMMENTS:

COMMENTS:

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

WRIGHT COUNTY SHERIFF'S OFFICE

(Government Subscriber Name)

of 3800 BRADDOCK AVE NE BUFFALO, MN 55313,

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

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

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

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

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

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

10. COMPROMISE LIABILITY. Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. AVAILABILITY. Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

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

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

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

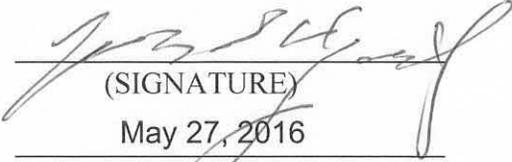
funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By 
(SIGNATURE)
Date May 27, 2016
Name (typed) Joe Hagerty
Title Sheriff
Office Wright County Sheriff's Office

2. THE COURT

By _____
(SIGNATURE)
Date _____
Title CIO/Director
Information Technology
Division of State Court
Office Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)
Title: Staff Attorney - Legal Counsel Division
Date: _____

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: _____ BOARD MEETING DATE: 06-07-16 CONSENT AGENDA: _____

AMT. OF TIME REQUIRED: 3 min. ITEM FOR CONSIDERATION: _____

BOARD ACTION REQUESTED:

**Approve Agency Agreement No. 1003153 with MnDOT for
"Force Account" Expenditures of Federal Funds for the
CSAH 35 Roundabout Project.
SP 086-070-010 HSIP 8616 (222)
Approve Resolution for Same.**

HIGHWAY

ORIGINATING DEPARTMENT/SERVICE



REQUESTOR'S SIGNATURE

REVIEWED BY/DATE

BACKGROUND/JUSTIFICATION:

This agreement, for "Force Account" expenditures of federal funds, allows the county to pre-purchase street lighting poles and luminaires and then be reimbursed with federal funds.

Resolution attached.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

DATE/TIME RECEIVED IN
ADMINISTRATION OFFICE:

COUNTY ATTORNEY
REVIEW DATE:

FINANCIAL
IMPLICATIONS: \$ _____.

COUNTY COORDINATOR/DATE:

ADMINISTRATIVE
RECOMMENDATION:
 APPROVAL
 DENIAL
 NO RECOMMENDATION

BUDGETED:
 YES NO

FUNDING:
 LEVY OTHER

COMMENTS:

COMMENTS:

BOARD OF COUNTY COMMISSIONERS
WRIGHT COUNTY, MINNESOTA

Date _____
Motion by Commissioner _____

Resolution No. _____
Seconded by Commissioner _____

COUNTY OF WRIGHT

RESOLUTION

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

BE IT FURTHER RESOLVED, the County Board Chair and the County Coordinator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in the "Minnesota Department of Transportation Agency Agreement No. 1003153," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

YES

NO

HUSOM _____
SAWATZKE _____
DALEIDEN _____
POTTER _____
BORRELL _____

HUSOM _____
SAWATZKE _____
DALEIDEN _____
POTTER _____
BORRELL _____

STATE OF MINNESOTA)

ss.

County of Wright)

I, Lee Kelly, duly appointed and qualified County Coordinator of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on the 7th day of June, 2016, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Buffalo, Minnesota, this 7th day of June, 2016.

Lee Kelly, County Coordinator

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

FOR FEDERAL PARTICIPATION IN FORCE ACCOUNT
FOR
S.P. 086-070-010; M.P. HSIP 8616(222)

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

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

The County is proposing a federal aid project to construct a roundabout on County State Aid Highway 35. A public interest finding has determined that purchase of lighting equipment to conform with the desired schedule of the project of the project can be completed more efficiently as a Force Account hereinafter referred to as the "FORCE ACCOUNT"; and

The FORCE ACCOUNT is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 086-070-010, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 8616(222); and

The CFDA number for this project is 20.205; and

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

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

A. DESIGNATION. The County designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.

B. ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$22,508.00.

1. It is anticipated that 80% (up to \$ 20,257.20) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 20% will be paid by the County. The County will pay any part of the cost or expense of the work that the FHWA does not pay.

2. Any costs incurred by the County prior to authorization, will not be eligible for federal participation. Any costs incurred by the County between the authorization

date of April 27, 2016 and the full execution of this agreement, will be eligible for federal participation.

3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of materials ordered by the county so that they would be on hand for the contractor to install at the completion of the project.
 - b) The direct labor charges for County employees for the time that said employees are engaged in the work to be performed by the County pursuant to this agreement. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the County of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for County owned equipment used by the County and mileage charges for employee owned vehicles used by the County on the work to be performed pursuant to this agreement, at rates reflective of the County actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$22,508.00, the County must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. STAFFING.

1. The County will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If County elects to use a private consultant for engineering services, the County will provide a qualified, full-time public employee of the County, to be in responsible charge of the Project. The services of the County to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the County authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the County will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
3. The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

D. CONTRACT ADMINISTRATION.

1. The County will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
2. The County will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the County. The County will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the County. The County will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The County may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial estimate.
3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.

- (d) A detailed breakdown of outside services used and supporting invoices. Documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice must be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and County participation can be applied to the total costs.
4. Following certification, by the Project Engineer, of the final estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

F. LIMITATIONS.

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

4. All components purchased for this project must comply with the current Buy America policy based on the statutory provisions in the Surface Transportation Assistance Act of 1982, as implemented with a November 25, 1983, final rule and clarified by the 1997 memo.
- G. AUDIT.
1. The County will comply with the Single Audit Act of 1984 (with amendment in 1996) and Office of Management and Budget (OMB)'s "Supercircular" 2 CFR 200 Subpart F, which are incorporated herein by reference.
 2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the County are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The County will be responsible for any costs associated with the performance of the audit.
- H. MAINTENANCE. The County assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.
- I. CLAIMS. The County will pay any and all lawful claims arising out of or incidental to the performance of the Project work. The County acknowledges that MnDOT is acting only as the County's agent for receipt and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. In all events, the County will indemnify MnDOT and hold MnDOT harmless from any claims arising out of the Project.
- J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). This Agreement requires the County to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The County is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the County provides information to the MnDOT as required.

The County shall comply with the following:

1. Reporting of Total Compensation of the County's Executives.
 - (a) The County shall report the names and total compensation of each of its five most highly compensated executives for the County's preceding completed fiscal year, if in the County's preceding fiscal year it received:
 - i. 80 percent or more of the County's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section

6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

(b) Total compensation means the cash and noncash dollar value earned by the executive during the County's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The County must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The County will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
5. The County's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the County unless and until the County is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES. MnDOT will make the necessary requests to the FHWA

Agreement no. 1003153

for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the County, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the County will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
5. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the County may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. AUTHORITY. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The County will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

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

A. The County authorized representative is Virgil Hawkins, Wright County Engineer, 1901 Highway 25 North, Buffalo, MN 55313, or his successor.

B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.

IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts

and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

Remainder of this page left intentionally blank

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

COUNTY

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

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: _____ BOARD MEETING DATE: 06-07-16 CONSENT AGENDA: _____

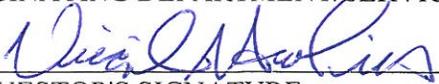
AMT. OF TIME REQUIRED: 3 min. ITEM FOR CONSIDERATION: _____

BOARD ACTION REQUESTED:

**Approve Highway 25 Corridor Coalition
Joint Powers Agreement (Revised)**

HIGHWAY

ORIGINATING DEPARTMENT/SERVICE


REQUESTOR'S SIGNATURE

REVIEWED BY/DATE

BACKGROUND/JUSTIFICATION:

Joint Powers Agreement with Sherburne County, Cities of Monticello and Big Lake, and Big Lake Township regarding the Trunk Highway 25 corridor between I-94 and TH 10. This was presented to the County Board on April 5, 2016 and no action was taken, pending revision of the agreement regarding Item #9 (4/5 vote).

A copy of the revised agreement is attached.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

DATE/TIME RECEIVED IN
ADMINISTRATION OFFICE:

COUNTY ATTORNEY
REVIEW DATE:

FINANCIAL
IMPLICATIONS: \$ _____

COUNTY COORDINATOR/DATE:

ADMINISTRATIVE
RECOMMENDATION:
 APPROVAL
 DENIAL
 NO RECOMMENDATION

BUDGETED: _____
YES NO

FUNDING: _____
LEVY OTHER

COMMENTS:

COMMENTS:

**HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

This joint powers agreement (the "Agreement") is entered into this 4 day of April, 2016, by and between the **City of Monticello**, a municipal corporation under the laws of Minnesota, the **City of Big Lake**, a municipal corporation under the laws of Minnesota, **Big Lake Township**, a public corporation under the laws of Minnesota, **Sherburne County**, a body corporate and politic under the laws of Minnesota, and **Wright County**, a body corporate and politic under the laws of Minnesota. The parties to this Agreement are hereafter referred to individually as "Member(s)" and collectively as the "Highway 25 Coalition."

RECITALS

WHEREAS, Minnesota Statute § 471.59 authorizes the joint and cooperative exercise of powers common to the Members; and

WHEREAS, State Highway 25 between I-94 and State Highway 10 (the Corridor) has become a vital local transportation artery supporting the social and economic well-being of the Members; and

WHEREAS, the Highway 25 Corridor between I-94 and State Highway 10 is an important connecting link to two major highways that serves a growing regional and statewide traffic demand; and

WHEREAS, transportation pressure along the Corridor has grown sharply in recent decades mirroring the growth of State, regional and local populations which have caused a significant erosion of traffic capacity; and

WHEREAS, with the growth of local, regional and statewide traffic, along with the increase in rail activity, the Highway 25 Corridor between I-94 and State Highway 10 has become increasingly congested. Continued growth is destined to further degrade the operation of the Corridor which will hamper economic development and negatively impact all that travel along and across it on a daily or periodic basis; and

WHEREAS, a pre-existing development pattern, the Mississippi River and Burlington Northern railroad all present physical challenges to development and operation of a corridor with sufficient capacity to meet existing and future needs; and

WHEREAS, given the availability of undeveloped land and projected growth in traffic demand over time, it is appropriate for member communities to engage in a joint planning effort for the sake of efficient and orderly transportation facilities development; and

WHEREAS, failure to plan and develop improvement priorities will ultimately result in added cost and lost opportunities for members of the Highway 25 Coalition and the State of Minnesota; and

WHEREAS, the potential of gaining grant funds, as well as State and Federal funding assistance, for Corridor related improvements are greatly enhanced through development of a unified voice; and

WHEREAS, each Member has adopted a Resolution finding that it is in the best interests of the citizens of each jurisdiction to enter into this Agreement.

NOW THEREFORE, pursuant to Minnesota Statutes § 471.59, and in consideration of the mutual undertakings herein expressed, the parties agree as follows:

1. The Highway 25 Coalition mission is to have the Corridor appropriately expanded to operate effectively to create timely mobility for workers and emergency response while saving and enhancing lives through reducing crashes, eliminating rail conflicts and encouraging more broad economic growth and better connected communities.
2. Activities of the Highway 25 Coalition to include the following;
 - a. Examination of the impacts of continued growth in Member jurisdictions on traffic patterns.
 - b. Conducting traffic studies defining and identifying priority improvements.
 - c. Preparation of collaborative project design and delivery recommendations.
 - d. Study of various transportation risks associated with improvement alternatives and associated timing of the construction of improvements.
 - e. Identification and application for funding of activities via grant programs.
 - f. Development of unified effort among local and state interests in obtaining funding of improvements to include: (i) providing input and leadership within each Member community on matters pertaining to Corridor improvement planning and implementation; and (ii) advocacy at the State and Federal level.
 - g. Partnering with MNDOT on regional transportation decisions and involvement in regional policy decisions and discussions.
 - h. Incorporation of public input in planning efforts.
 - i. Related and ancillary activities or common issues associated with the Highway 25 corridor.
3. Joinder of Member Political Subdivisions. The undersigned Members hereby agree to join together for the purpose of coordinating short and long term Corridor planning and system funding efforts and establishing a joint funding source for said activities through

establishment of the Highway 25 Corridor Coalition. This Agreement shall become effective upon adoption of a resolution by the governing body of no less than 5 Members, and shall be binding on all the Members who have joined through adoption of a resolution by their respective governing bodies for five (5) years from the date the last original member executes the agreement, unless otherwise extended or amended by the Members that have signed this Agreement. Near the end of the term of the Agreement, Members will assess the effectiveness of the organization and determine whether or not to continue or disband.

4. Highway 25 Coalition Board Composition. Each Member shall appoint annually a representative to the Highway 25 Coalition Board. Each Member may appoint an alternate representative who may act in the place and stead of an absent representative from that Member jurisdiction.
5. Meetings. The Board shall meet at least quarterly on a schedule determined by the Board. All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minn. Stat. § 13D.01, et. seq., as amended. Special meetings may be called by the Board Chair or upon written request of three (3) or more members of the Board. Written notice of any special meetings shall be sent to all Board members and to the City Clerk of each City to comply with posting requirements.
6. Powers and Duties. The powers and duties of the Board include, but are not limited to, expending funds for the purposes noted above including:
 - a. Approve a work plan and annual budget. In July of each year, the Highway 25 Coalition will establish a work plan and budget for the following fiscal year.
 - b. Although projects are intended to be completed within a prescribed budget approved on an annual basis, the Board has the flexibility to modify work plan and associated expenditures as it deems necessary to support the mission of the Highway 25 Coalition. In addition, the Board has the option to seek additional funding from its Members outside of the budget as needs arise.
 - c. Seek grant funds supporting planning efforts and to utilize funds on hand as necessary to meet grant program fund matching requirements.
 - d. Apply for, receive, and expend State and Federal funds available for funding goals of the Highway 25 Coalition, as well as funds from other lawful sources, including donations.
 - e. Enter into contracts with public or private entities as the Board deems necessary to accomplish the purpose for which the Board is organized, including, but not limited to, the use of consultants.
 - f. Obtain such insurance as the Board deems necessary for the protection of the Board, its property, members of the Board, and Members.

7. Funding Formula and Accounting. In January, each Member shall contribute its share of the annual budget based on the following formula:
 - a. Sherburne County and Wright County to evenly split 50% of the total cost.
 - b. City of Monticello, City of Big Lake, Big Lake Township and other local jurisdictions that so choose to join will evenly split the remaining 50% of the total cost.
 - c. Accounting services supporting Highway 25 Coalition activities shall be provided by one of its Members with this assignment made by the Board on an annual basis or as needed.
8. Jurisdiction Liaison Responsibilities. Individual Board members and associated staff are responsible for maintaining ongoing communication with the Board he/she represents to include presentation of the annual work plan and budget to their Board.
9. Voting. Each Member shall have one vote on the Board. A quorum shall consist of a simple majority (51%) of representatives from the membership. An affirmative four-fifths (4/5) vote of all the members of the Board shall be required by the Board to take any action, including, but not limited to, the actions as listed in Item 6 (Powers and Duties).
10. Officers. There shall be a chair, a vice chair, and a secretary elected from the members of the Board at the initial meeting of each year. The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.
11. Effective Date/Termination. This Agreement shall become effective upon execution by all of the Members after adoption of an authorizing resolution by the governing body representing each Member jurisdiction and shall continue in effect for five (5) years after the date of execution of the last Member to execute this Agreement. This Agreement shall remain in effect until a party hereto gives notice to the Board of its intention to withdraw. Notice of withdrawal must be given by July 1st of a given year. Termination will be effective at the conclusion of the calendar year. This Agreement shall remain in effect as to the remaining Members provided that there are three (3) or more Members who desire to continue operating the Board. The withdrawing Member shall not be entitled to compensation or distribution of any assets of the Board. In the event of dissolution of the Board, all remaining funds after satisfaction of all payments and other financial obligations shall be returned to the Members in the same manner in which the Members contributed funding to the Board in the last full calendar year prior to dissolution.
12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any jurisdiction, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all oral agreements, representations between the parties relating to the subject matter thereof. Any alteration, variation, modification or amendment of this Agreement shall be valid only if in writing and executed by all parties.
14. Titles of Sections. The titles of sections of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing or interpreting any of the provisions hereof.
15. Severability. If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provisions.
16. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
17. Indemnification and Hold Harmless. The Highway 25 Corridor Coalition shall fully defend, indemnify and hold harmless the Members against all claims, losses, liability, suits, judgments, cost and expenses by reason of the action or inactions of the Board and/or employees and/or the agents of the Highway 25 Corridor Coalition, except for any act or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. This Agreement to indemnify and hold harmless does not constitute a waiver by the Highway 25 Corridor Coalition, any Member or any participant of the limitations on liability provided under Minn. Stat. § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. § 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties .

The parties to this agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute. Each Member agrees to promptly notify all parties if it becomes aware of any potential Board related claim(s) or facts giving rise to such claims.

18. Data Practices. All government data shall be handled in accordance with the Minnesota Government Data Practices Act and Federal and State laws and regulations concerning the handling and disclosure of data. All contracts entered into by the Highway 25

Coalition shall contain a provision which requires the vendor to comply with and defend and indemnify the Members for a violation of this provision.

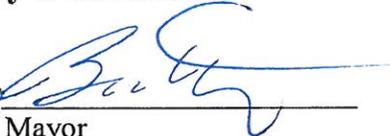
19. Counterparts. This Agreement may be executed in counterparts, each one of which will constitute one and the same instrument.
20. Waiver. In the event that any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
21. Amendments. This Agreement may be amended only by unanimous agreement of the Members as evidenced by resolutions adopted by their respective governing bodies.
22. Disputes. The Members agree that they will submit any disputes under this Agreement to mediation prior to resorting to an action in Court.

By signing this Agreement, the parties hereto certify that the same has been approved by their respective Boards.

(Signatures contained on following pages.)

**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

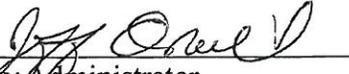
City of Monticello

By 

Mayor

Date: 4-11-16

ATTEST:



City Administrator

Date: 4-18-16

SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT

Sherburne County

By Ewald Peterson
Board of Commissioners Chair

Date: 4-12-16

ATTEST:

Steve H. Tegen
County ~~Coordinator~~ Administrator

Date: 4/15/2016

SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT

Big Lake Township

By *R. J. Hofer*
Board Supervisor

Date: 4-29-16

ATTEST:

Laura Hayes
Board Clerk

Date: 5-4-16

**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

Wright County

By _____ Date: _____
Board of Commissioner Chair

ATTEST:

_____ Date: _____
County Coordinator

**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

City of Big Lake

By _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Administrator

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: _____ **BOARD MEETING DATE:** 6-7-2016 **CONSENT AGENDA:** _____

AMT. OF TIME REQUIRED: 10 Minutes **ITEM FOR CONSIDERATION:** _____

<p><u>Parks</u> ORIGINATING DEPARTMENT/SERVICE</p> <p><u>Marc Mattice</u> REQUESTOR'S SIGNATURE</p> <p>_____ REVIEWED BY/DATE</p>	<p>BOARD ACTION REQUESTED:</p> <p>Authorization of signatures on all documents related to Phase 9 and 10 acquisitions at the Bertram Chain of Lakes Regional Park, including:</p> <ol style="list-style-type: none"> 1. Phase 9 Purchase Agreement 2. Phase 10 Purchase Agreement 3. Seventh Addendum to the Memorandum of Understanding between Wright County, City of Monticello and the YMCA.
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BACKGROUND/JUSTIFICATION:
All documents related to Phase 9 and Phase 10 acquisitions have been reviewed by Brian Asleson, Assistant Wright County Attorney, and funding for the purchase and closing costs have been allocated in the CIP budget for 2016.

PREVIOUS ACTION ON REQUEST/OTHER PARTIES ADVISED:

1. On May 12, 2015 - The County Board of Commissioners authorized the local cash match of \$200,090 for Phase 9 acquisition; the City of Monticello committed to an equal share on July 13, 2015.
2. On October 20, 2015 - The County Board of Commissioners authorized the local cash match of \$345,000 for Phase 10 acquisition; the City of Monticello committed to an equal share on December 14, 2015.

<p>DATE/TIME RECEIVED IN ADMINISTRATION OFFICE:</p>	<p>COUNTY ATTORNEY REVIEW DATE:</p>	<p>FINANCIAL IMPLICATIONS: \$ _____</p> <p>BUDGETED: _____</p> <p style="text-align: center;"> YES NO</p>
<p>COUNTY COORDINATOR/DATE:</p>	<p>ADMINISTRATIVE RECOMMENDATION:</p> <p><input type="checkbox"/> APPROVAL</p> <p><input type="checkbox"/> DENIAL</p> <p><input type="checkbox"/> NO RECOMMENDATION</p>	<p>FUNDING: _____</p> <p style="text-align: center;"> LEVY OTHER</p>

COMMENTS:

COMMENTS:

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on the ____ day of _____, 2016, (the "Effective Date") by and between the **CITY OF MONTICELLO**, a Minnesota municipal corporation ("City"), and **WRIGHT COUNTY OF MINNESOTA**, a political subdivision of the State of Minnesota ("County") (collectively referred to herein as "Buyers"), and **YOUNG MENS CHRISTIAN ASSOCIATION OF THE GREATER TWIN CITIES**, a Minnesota corporation ("Seller").

2. OFFER/ACCEPTANCE. Buyers agree to purchase and Seller agrees to sell real property (the "Property") located in Monticello Township, County of Wright, State of Minnesota, legally described in Exhibit "A" attached hereto and incorporated herein.

3. PRICE AND TERMS. The price for the Property included under this Purchase Agreement is one million, four hundred thousand, one hundred eighty and No/100ths (\$1,400,180) Dollars, which Buyers shall pay in cash on the DATE OF CLOSING, as hereinafter defined.

4. DEED/MARKETABLE TITLE. Upon performance by Buyers, Seller shall execute and deliver a **Limited Warranty Deed**, conveying good and marketable title of record to Buyers as tenants in common, subject to only to the following exceptions (collectively, "Permitted Exceptions"):

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Exceptions to title which constitute encumbrances, restrictions, or easements of record;
- C. Exceptions to title not of record which are disclosed to Buyers and approved by Buyers;
- D. Matters disclosed in any survey of the Property or which a correct survey of the Property would show; and
- E. Property Taxes and Assessments.

5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. Seller shall pay all general real estate taxes and installments of special assessments due and payable in the year prior to the Date of Closing and in years prior thereto. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyers on a calendar year basis to the actual Date of Closing;
- B. Seller shall not be required to pay any future installments of any special assessments;
- C. Seller shall pay on date of closing any deferred real estate taxes (including "Green Acres" taxes under MINN. STAT. §273.111) or special assessments payment of which is required as a result of the closing of this Agreement;
- D. Buyers shall pay real estate taxes and any installments of special assessments due and payable in the year following closing and thereafter.

6. SELLER'S LIEN WARRANTIES. Seller warrants that there has been no labor or material furnished to the Property for Seller for which payment has not been made. These warranties shall survive the delivery of the Deed or Contract for Deed for a period of six (6) months.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Buyers and Buyers' authorized agents shall have the right during the period from the date of this Agreement to 120 days after the Effective Date to enter in and upon the Property in order to make, at Buyers' expense, surveys, measurements, soil tests and other tests that Buyers shall deem necessary. Buyers agree to promptly pay all costs incurred; to immediately restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller and the Property from any and all claims or liability of any nature whatsoever related to Buyers' actions hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Buyers shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary. Buyers shall provide to Seller a copy of any such surveys, measurements, soil tests or other tests within five (5) days after receipt.

8. POSSESSION. Seller shall deliver possession of the Property not later than the actual date of closing.

9. TITLE INSURANCE BY SELLER. Seller shall, within a reasonable time after acceptance of this Agreement, furnish a title insurance commitment certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Seller is not required to provide an abstract of title. Seller shall pay all costs associated with the issuance of such commitment. Buyers shall pay the premium for the owner's and mortgagee's policy of title insurance. The commitment for title insurance shall be issued in the full amount of the Purchase Price by a title insurance company in good standing and duly authorized to do business in Minnesota ("Title Insurer").

The commitment for title insurance shall be issued in the full amount of the Purchase Price by Title Insurer by which said company commits to issue its policy of title insurance that:

- (1) Insures that at Closing Buyers shall have marketable and insurable title of record to the Property, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting title, except for Permitted Exceptions and such matters as are approved by Buyers in writing.
- (2) Waives or insures against the following standard exceptions:
 - (a) Facts which would be disclosed by a comprehensive survey of the Property, but only if Buyers timely deliver a survey of the Property in form acceptable to the title company;
 - (b) Rights and claims of parties in possession; and

- (c) Mechanic's, contractor's and material liens and lien claims.

Buyers shall be allowed ten (10) business days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived. If any objection is so made, Seller shall have ten (10) business days from receipt of Buyers' written title objections ("Seller's Election Notice Period") to notify Buyers whether Seller intends to cure such objections. Seller shall have no obligation to cure any objections made by Buyers, except that Seller shall be obligated to remove any mortgage or financing liens or other monetary liens created against the Property by Seller. If Seller elects to cure such objections, Seller shall have a period of ten (10) days from Seller's receipt of such written objections ("Seller's Cure Period") within which to do so. Any objection shall be deemed cured to the extent Seller is able to compel the Title Company to delete the objectionable exception from the Title Commitment or to issue an endorsement to Buyers' Owner's Title Policy that insures over the objectionable exception. If notice to cure is given by Seller, the Closing shall be postponed pending cure of title, but upon cure of title and within ten (10) days after written notice to Buyers, the parties shall perform this Agreement according to its terms. If no such election to cure notice is given by Seller or if such notice is given but title is not cured within the time provided for, then Buyers shall have the option as their sole and exclusive remedy to terminate this Agreement in which event this Agreement shall be null and void and no party shall be liable for damages hereunder to the other. If Buyer does not elect to terminate this Agreement, Buyers' objections shall be deemed part of the Permitted Exceptions and the parties shall perform this Agreement according to its terms. Buyers shall make such election by notifying Seller within ten (10) days after expiration of Seller's cure period or within ten (10) days after expiration of Seller's Election Notice Period, as the case may be. If this Agreement is terminated as permitted under the terms of this Paragraph 5, then upon request by Seller, Buyers and Seller agree to sign a cancellation of this Agreement or Buyers shall deliver a Quit Claim Deed to the Property to Seller.

10. WELL DISCLOSURE. *[Check one of the following:]*

- Seller certifies that Seller does not know of any wells on the Property.
 Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

11. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.

[Check one of the following:]

- Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
 Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

12. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Seller does hereby covenant, warrant and represent to the Buyers as follows:

- A. To Seller's actual knowledge, Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way,

covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Exceptions. For purposes of this Section “Seller’s actual knowledge” is limited to the actual knowledge of the undersigned representatives of Seller executing this Agreement on behalf of Seller.

- B. To Seller’s actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C. As of the Date of Closing there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.
- D. Except as provided herein, Seller shall indemnify and defend Buyers and otherwise hold Buyers harmless of, from and against any broker who may be entitled to any commission or finder’s fee in connection with the transaction contemplated herein to the extent arising from Seller’s actions.
- E. To Seller’s actual knowledge, there are no underground storage tanks.
- F. Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- G. To Seller’s actual knowledge, there is no action, litigation, investigation, condemnation or other proceedings of any kind pending or threatened against Seller with respect to the Property.
- H. Except as used in the ordinary course of Seller’s activities at the Property and to Seller’s actual knowledge, (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any “superfund” type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Buyers harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer’s fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Subject Property or other property in the area which arise from or are caused by acts or occurrences upon the Subject Property prior to Buyers taking possession. These warranties and indemnifications shall

survive the delivery of the Limited Warranty Deed for a period of twelve (12) months after the Date of Closing.

13. SELLER'S AFFIDAVIT. At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 116-M, 117-M, or 118-M] Affidavit of Seller ("Seller's Affidavit").

14. CLOSING. The closing (the "Closing") shall be at a location designated by Buyers, and shall occur on or before _____ ("Closing Date"). At closing, Seller and Buyers shall disclose their Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

15. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to Buyers the following (collectively the "Closing Documents"):

- (1) **Limited Warranty Deed.** A Limited Warranty Deed in recordable form conveying title in accordance with this Agreement.
- (2) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.
- (3) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.
- (4) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Certification.** A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Agreement or noting any changes thereto; and
- (7) **Other Documents.** All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Buyers shall execute and deliver to Seller the following:

- (1) All documents reasonably determined by the parties and the title insurance company to be necessary to provide title insurance for the Property;
- (2) Payment of the Purchase Price; and

- (3) Duly executed Memorandum of Understanding and addendums.

16. CLOSING COSTS. All costs relating to the closing of this transaction shall be allocated according to standards in the industry, except as allocated below:

A. Buyers shall pay:

- (1) Recording fee for the Limited Warranty Deed;
- (2) One-half the closing fee; and
- (3) The premium for owner's title insurance, including survey coverage.

B. Seller shall pay all

- (1) Costs of title insurance commitment;
- (2) State deed tax
- (3) One-half of the closing fee;
- (4) Conservation fee attributable to said deed; and
- (5) Any deferred taxes and penalties due at or before closing.

17. ADDITIONAL TERMS.

A. BUYERS' CONTINGENCIES. The obligations of Buyers under this Agreement are contingent upon the satisfaction or waiver of each of the following (the Buyers' Contingencies):

- (1) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Buyers at Closing a certificate dated the Closing Date, signed by Seller, certifying that such representations and warranties are true as of the Closing Date.

If any of the Buyers' Contingencies have not been satisfied as of the deadline specified above, then Buyers may, at Buyers' option, terminate this Agreement by giving written notice to Seller. Upon such termination, neither Seller nor Buyers shall have any further rights or obligations under this Agreement, except for obligations which expressly survive the termination of this Agreement. The Buyers' Contingencies are for the sole and exclusive benefit of Buyers, and Buyers shall have the right to waive any or all of the Buyers' Contingencies by giving written notice to Seller on or before the deadline for any contingency it waives.

B. SELLER'S CONTINGENCIES Execution at closing of the following documents;

- (1) Executed Memorandum of Understanding and addendums.

If any of the Seller's Contingencies have not been satisfied as of the deadline specified above, then Seller may, at Seller's option, terminate this Agreement by giving written notice to Buyers. Upon such termination, neither Buyers nor Seller shall have any further rights or obligations under this Agreement, except for obligations which expressly survive the termination of this Agreement. The Seller's Contingencies are for the sole and exclusive benefit of Seller, and Seller shall have the right to waive any or all of the Seller's Contingencies by giving written

notice to Buyers on or before the deadline for any contingency it waives.

18. ADDENDA. Attached are no addenda which are made a part of this Purchase Agreement.

19. TIME IS OF THE ESSENCE; CALCULATION OF TIME PERIODS. Time is of the essence for all provisions of this Purchase Agreement. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m., Central Standard Time.

20. SURVIVAL. It is the intention of the parties that none of the terms of this Agreement will survive and be enforceable after the Closing, except Paragraphs 6 and 12 (H) as expressly so stated in this Agreement and subject to any limitation of the time for survival set forth under this Agreement.

21. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

22. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. The Parties have executed a separate Memorandum of Understanding and Addendum thereto, including a Ground Lease for the relocation of Seller's Camp Manitou.

23. BINDING EFFECT; NO WAIVERS. This Agreement binds and benefits the parties and their heirs, representatives, successors and assigns. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyers, in their sole discretion may waive any right conferred upon Buyers by this Agreement; provided that such waiver shall only be made by Buyers giving Seller written notice specifically describing the right waived.

24. GOVERNING LAW. This Agreement has been entered into in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. RELATIONSHIP BETWEEN SELLER AND BUYERS. Nothing in this Agreement shall be construed as creating a joint venture between the Seller and Buyers or any relationship other than that of Seller and Buyers.

26. NOTICES. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by

facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER: Anita Lancello
YMCA of the Greater Twin Cities
30 South 9th Street
Minneapolis, MN 55402

With a copy to: Brandi Kerber
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437

TO BUYERS:

COUNTY: Lee Kelly
County Coordinator
Wright County
102nd Street N.W.
Buffalo, MN 55313

CITY: Jeff O' Neill
City Administrator
City of Monticello
505 Walnut Avenue, Suite 1
Monticello, MN 55362

With a copy to: Brian Asleson
Chief Deputy
Wright County Attorney
Government Center
10 2nd Street NW
Buffalo, MN 55313

Joel Jannik
Campbell Knutson, P.A.
Eagandale Office Center, Suite #317
1380 Corporate Center Curve
Eagan, MN 55121

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

BUYERS:

I agree to buy the Property for the price and terms and conditions set forth above.

Dated: _____, 20__

CITY OF MONTICELLO

By: _____
Mayor

And: _____
City Administrator

I agree to buy the Property for the price and terms and conditions set forth above.

Dated: _____, 20__

WRIGHT COUNTY, MINNESOTA

By: _____
Chairperson, County Board

And: _____
County Coordinator

I agree to sell the Property for the price and terms and conditions set forth above.

Dated: _____, 20____

**SELLER:
THE YOUNG MENS CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES**

By: _____
Glen Gunderson, President and CEO

By: _____
Gregory W. Waibel, Chief Operating Officer

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY:

Parcel 4B

The North 330.30 feet of Government Lot 2, Section 9, Township 121 North, Range 25 West, Wright County, Minnesota.

AND

The Southeast Quarter of the Northwest Quarter of Section 9, Township 121 North, Range 25 West, Wright County, Minnesota.

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on the ____ day of _____, 2016, (the "Effective Date") by and between the **CITY OF MONTICELLO**, a Minnesota municipal corporation ("City"), and **WRIGHT COUNTY OF MINNESOTA**, a political subdivision of the State of Minnesota ("County") (collectively referred to herein as "Buyers"), and **YOUNG MENS CHRISTIAN ASSOCIATION OF THE GREATER TWIN CITIES**, a Minnesota corporation ("Seller").

2. OFFER/ACCEPTANCE. Buyers agree to purchase and Seller agrees to sell real property (the "Property") located in Monticello Township, County of Wright, State of Minnesota, legally described in Exhibit "A" attached hereto and incorporated herein.

3. PRICE AND TERMS. The price for the Property included under this Purchase Agreement is three million, five hundred twenty-nine thousand and No/100ths (\$3,529,000) Dollars, which Buyers shall pay in cash on the DATE OF CLOSING, as hereinafter defined.

4. DEED/MARKETABLE TITLE. Upon performance by Buyers, Seller shall execute and deliver a **Limited Warranty Deed**, conveying good and marketable title of record to Buyers as tenants in common, subject to only to the following exceptions (collectively, "Permitted Exceptions"):

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Exceptions to title which constitute encumbrances, restrictions, or easements of record;
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- B. Seller shall not be required to pay any future installments of any special assessments;
- C. Seller shall pay on date of closing any deferred real estate taxes (including "Green Acres" taxes under MINN. STAT. §273.111) or special assessments payment of which is required as a result of the closing of this Agreement;
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7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Buyers and Buyers' authorized agents shall have the right during the period from the date of this Agreement to 120 days after the Effective Date to enter in and upon the Property in order to make, at Buyers' expense, surveys, measurements, soil tests and other tests that Buyers shall deem necessary. Buyers agree to promptly pay all costs incurred; to immediately restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller and the Property from any and all claims or liability of any nature whatsoever related to Buyers' actions hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Buyers shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary. Buyers shall provide to Seller a copy of any such surveys, measurements, soil tests or other tests within five (5) days after receipt.

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- D. Except as provided herein, Seller shall indemnify and defend Buyers and otherwise hold Buyers harmless of, from and against any broker who may be entitled to any commission or finder’s fee in connection with the transaction contemplated herein to the extent arising from Seller’s actions.
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A. At the Closing, Seller shall execute and/or deliver to Buyers the following (collectively the "Closing Documents"):

- (1) **Limited Warranty Deed.** A Limited Warranty Deed in recordable form conveying title in accordance with this Agreement.
- (2) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.
- (3) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.
- (4) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Certification.** A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Agreement or noting any changes thereto; and
- (7) **Other Documents.** All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Buyers shall execute and deliver to Seller the following:

- (1) All documents reasonably determined by the parties and the title insurance company to be necessary to provide title insurance for the Property;
- (2) Payment of the Purchase Price; and

- (3) Duly executed Memorandum of Understanding and addendums.

16. CLOSING COSTS. All costs relating to the closing of this transaction shall be allocated according to standards in the industry, except as allocated below:

A. Buyers shall pay:

- (1) Recording fee for the Limited Warranty Deed;
- (2) One-half the closing fee; and
- (3) The premium for owner's title insurance, including survey coverage.

B. Seller shall pay all

- (1) Costs of title insurance commitment;
- (2) State deed tax
- (3) One-half of the closing fee;
- (4) Conservation fee attributable to said deed; and
- (5) Any deferred taxes and penalties due at or before closing.

17. ADDITIONAL TERMS.

A. BUYERS' CONTINGENCIES. The obligations of Buyers under this Agreement are contingent upon the satisfaction or waiver of each of the following (the Buyers' Contingencies):

- (1) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Buyers at Closing a certificate dated the Closing Date, signed by Seller, certifying that such representations and warranties are true as of the Closing Date.

If any of the Buyers' Contingencies have not been satisfied as of the deadline specified above, then Buyers may, at Buyers' option, terminate this Agreement by giving written notice to Seller. Upon such termination, neither Seller nor Buyers shall have any further rights or obligations under this Agreement, except for obligations which expressly survive the termination of this Agreement. The Buyers' Contingencies are for the sole and exclusive benefit of Buyers, and Buyers shall have the right to waive any or all of the Buyers' Contingencies by giving written notice to Seller on or before the deadline for any contingency it waives.

B. SELLER'S CONTINGENCIES Execution at closing of the following documents;

- (1) Executed Memorandum of Understanding and addendums.

If any of the Seller's Contingencies have not been satisfied as of the deadline specified above, then Seller may, at Seller's option, terminate this Agreement by giving written notice to Buyers. Upon such termination, neither Buyers nor Seller shall have any further rights or obligations under this Agreement, except for obligations which expressly survive the termination of this Agreement. The Seller's Contingencies are for the sole and exclusive benefit of Seller, and Seller shall have the right to waive any or all of the Seller's Contingencies by giving written

notice to Buyers on or before the deadline for any contingency it waives.

18. ADDENDA. Attached are no addenda which are made a part of this Purchase Agreement.

19. TIME IS OF THE ESSENCE; CALCULATION OF TIME PERIODS. Time is of the essence for all provisions of this Purchase Agreement. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m., Central Standard Time.

20. SURVIVAL. It is the intention of the parties that none of the terms of this Agreement will survive and be enforceable after the Closing, except Paragraphs 6 and 12 (H) as expressly so stated in this Agreement and subject to any limitation of the time for survival set forth under this Agreement.

21. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

22. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. The Parties have executed a separate Memorandum of Understanding and Addendum thereto, including a Ground Lease for the relocation of Seller's Camp Manitou.

23. BINDING EFFECT; NO WAIVERS. This Agreement binds and benefits the parties and their heirs, representatives, successors and assigns. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyers, in their sole discretion may waive any right conferred upon Buyers by this Agreement; provided that such waiver shall only be made by Buyers giving Seller written notice specifically describing the right waived.

24. GOVERNING LAW. This Agreement has been entered into in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. RELATIONSHIP BETWEEN SELLER AND BUYERS. Nothing in this Agreement shall be construed as creating a joint venture between the Seller and Buyers or any relationship other than that of Seller and Buyers.

26. NOTICES. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by

facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER: Anita Lancello
YMCA of the Greater Twin Cities
30 South 9th Street
Minneapolis, MN 55402

With a copy to: Brandi Kerber
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437

TO BUYERS:

COUNTY: Lee Kelly
County Coordinator
Wright County
102nd Street N.W.
Buffalo, MN 55313

CITY: Jeff O' Neill
City Administrator
City of Monticello
505 Walnut Avenue, Suite 1
Monticello, MN 55362

With a copy to: Brian Asleson
Chief Deputy
Wright County Attorney
Government Center
10 2nd Street NW
Buffalo, MN 55313

Joel Jarnik
Campbell Knutson, P.A.
Eagandale Office Center, Suite #317
1380 Corporate Center Curve
Eagan, MN 55121

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

BUYERS:

I agree to buy the Property for the price and terms and conditions set forth above.

Dated: _____, 20__

CITY OF MONTICELLO

By: _____
Mayor

And: _____
City Administrator

I agree to buy the Property for the price and terms and conditions set forth above.

Dated: _____, 20__

WRIGHT COUNTY, MINNESOTA

By: _____
Chairperson, County Board

And: _____
County Coordinator

I agree to sell the Property for the price and terms and conditions set forth above.

Dated: _____, 20____

SELLER:
THE YOUNG MENS CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES

By: _____
Glen Gunderson, President

By: _____
Gregory W. Waibel, Chief Operating Officer

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY:

Parcel 3

Government Lot 1, Section 9, Township 121 North, Range 25 West,
Wright County, Minnesota.

AND

The North Half of the Southeast Quarter, and the South Half of
the Northeast Quarter, all in Section 9, Township 121 North,
Range 25 West, Wright County, Minnesota.

**SEVENTH ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WRIGHT, THE CITY OF MONTICELLO
AND YOUNG MEN’S CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES
RE: YMCA/BERTRAM LAKE REGIONAL PARK PROJECT**

This document is the Seventh Addendum to a Memorandum of Understanding dated December 16, 2008 (the “MOU”) between the County of Wright, (hereinafter referred to as “County”), the City of Monticello, (hereinafter referred to as “City”), (both collectively referred to as “Buyers”), and Young Men’s Christian Association of the Greater Twin Cities (hereinafter referred to as “YMCA and as “Owner”).

RECITALS

The Buyers and Owner previously made addenda to the MOU: a First Addendum to Memorandum of Understanding dated December 16, 2008 (the “First Addendum”), a Second Addendum to Memorandum of Understanding dated June 10, 2010 (the “Second Addendum”), a Third Addendum to the Memorandum of Understanding dated December 13, 2011 (the “Third Addendum”) a Fourth Addendum to the Memorandum of Understanding dated December 16, 2013 (the “Fourth Addendum”), a Fifth Addendum to the Memorandum of Understanding dated June 3, 2014 (the “Fifth Addendum”), a Sixth Addendum to the Memorandum of Understanding dated October 26, 2015 (the “Sixth Addendum”) in order to accommodate revisions to the parcel descriptions and the schedule for closing the incremental transactions.

The Parties seek to continue to pursue the purchase and sale of the Property for the sum of \$20,500,000.00 as described in the MOU (as modified by the First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, and Sixth Addendum) and to continue to collaborate in using the Property for programs to provide opportunities for youth, teens, and families for outdoor environmental and recreational experiences.

It is the intent of Buyers and Seller that the MOU as modified by the First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, and Sixth Addendum remains in full force and effect except as modified by this Seventh Addendum.

This Seventh Addendum is made for the purposes of further revising the parcel descriptions and the schedule for closing the incremental transactions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Incremental Transactions: Paragraph 5 of the MOU addresses incremental transactions, and indicates the order in which such transactions are to occur. Each transaction is to be the subject of a separate Definitive Agreement. The seventh incremental transaction just completed provided for the conveyance of Parcels 4B, 3A (Xcel Easement) and 3B. Accordingly, Paragraph 5 of the MOU shall now be modified to reflect that the incremental transactions will be closed and completed in the following order and will include such segments of the Property as are identified below.

1. Parcels 5A, 6 and 11, purchase completed December 2008.
2. Parcel 5B, purchase, completed June 2010.
3. Parcel 7A, purchase, completed November 2011
4. Parcels 9, 10 and 12, completed December 2013

5. Parcels 1A, 8B, completed June 2014
6. Parcels 5C, 7B, 8A, completed June 2014
7. Parcel 1 B and 4A, completed October 2015
8. Parcel 4B, 3A (Xcel Easement) and 3B (, completed _____ 2016
9. Parcels 1C, and 2, Scheduled for 2017

Total Cash Price: Paragraph 10 of the MOU addresses the total cash price to be paid by the Buyers to the YMCA for all parcels. The Parties reaffirm their intention that the purchase and sale of the Property shall be for a total price of \$20,500,000.00 allocated among the segments of parcels as described herein. For the purpose of this ongoing agreement and the transactions contemplated herein the Total Cash Price is allocated among the parcels as follows:

Parcel	Market Value Allocation
1C, 2	\$1,015,078
SUBTOTAL	\$1,015,078.00
5A, 6, 11	\$3,600,000
5B	\$1,099,256
7A	\$2,275,500
9, 10, 12	\$1,241,337
1A, 8B	\$1,004,250
5C,7B, 8A	\$2,807,001
3A (Xcel)	\$15,000
1B	\$240,578
4A	\$2,272,820
4B	1,400,180
3	\$3,529,000
TOTAL	\$20,500,000.00

Ground Lease and Operating Agreements

In 2014, the parties entered into a ground lease and operating agreement for the operation of YMCA Day Camp Manitou within Bertram Chain of Lakes Regional Park. The terms of these documents reflect the ongoing operations for YMCA Day Camp Manitou within Bertram Chain of Lakes Regional Park and govern use occupancy operations maintenance and programming of the YMCA Day Camp Manitou within Bertram Chain of Lakes Regional Park.

Closing Date: Paragraph 13 of the MOU addresses the initial closing date and end date of this MOU. The purchase and sale of each segment shall close as described in the Definitive Agreement for each segment.

Term of Future Purchase Option. The Sixth Addendum of the MOU would have the purchase opportunity terminate on December 31, 2016. The Parties agree to extend that deadline until December 31, 2018.

SIGNATURE PAGE FOLLOWS

Dated: _____

COUNTY OF WRIGHT

Chairperson, County Board

County Coordinator

Dated: _____

CITY OF MONTICELLO

Mayor

City Administrator

Dated: _____

YOUNG MEN’S CHRISTIAN
ASSOCIATION OF THE GREATER
TWIN CITIES

Glen Gunderson, President and Chief
Executive Officer

Gregory W. Waibel, Chief Operating Officer

COMMENTS:

COMMENTS:

ORDINANCE AMENDMENT NUMBER 16-2

THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:

AMENDMENTS TO THE WRIGHT COUNTY RESTATED AND REVISED CODE

Article I – Amendments to the Building Code

Sec. 1.

§ 151.01 BUILDING CODE ADOPTED.

The Minnesota State Building Code, hereinafter referred to as “the Code”, as adopted by the state’s Department of Labor and Industry pursuant to Minnesota Chapter 326B M.S. §§ 16B.59 to 16B.75, including all of the amendments, rules and regulations established, adopted and published from time to time by the state’s Department of Labor and Industry, through the Building Codes and Standards Division is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this subchapter. The Code is hereby incorporated in this subchapter as if fully set out herein.

(Ord. 99-02, passed 6-10-2008)

Article II - Amendments to the Subdivision Ordinance

Sec. 1.

§ 154.36 DATA REQUIRED ON FINAL PLATS.

(2) Notarized certification by owner and by a registered land surveyor, to be worded as follows:

I, *(surveyor’s name)*, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20__ .

(Print name of surveyor), Licensed Land Surveyor
Minnesota License No. _____

I do hereby certify that I have surveyed and platted the property described in the dedication of this plat as _____ Addition; that this plat is a correct representation of said survey; that all distances are correctly shown on said plat in feet and nearest hundredth of a foot; that all monuments have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat; and that there are no wetlands or other public highways to be designated on said plat other than shown thereon.

Surveyor
MN Registration No. _____

(3) Certification showing that all taxes due on the property have ~~has~~ been paid in full:

~~(a) County Auditor/Treasurer:~~

Wright County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this __ day of _____, 20__.

Wright County Auditor/Treasurer

By: _____
Deputy

Taxes paid for all years through _____ year and transfer entered this _____ day of _____, A.D., 20_____.

County Auditor/Treasurer _____

~~(b) County Auditor/Treasurer:~~

I hereby certify that taxes payable in the year _____ on lands herein described are paid, this day of _____, A.D., 20_____.

County Treasurer _____

(4) County Planning Commission:

WRIGHT COUNTY PLANNING COMMISSION

Be it known that at a meeting held on this ____ day of _____, 20____, the Planning Commission of the County of Wright, Minnesota, did hereby approve this plat of NAME OF PLAT.

Chairperson

The plat of _____ was approved by the Wright County Planning Commission at a meeting held this _____ day of _____, A.D., 20_____.

Planning Commission Chairperson

(5) County Board of Commissioners:

WRIGHT COUNTY BOARD OF COMMISSIONERS

This plat of NAME OF PLAT was approved and accepted by the Board of County Commissioners of Wright County, Minnesota, at a meeting held this ____ day of _____, 20_____.

Chairperson

County Coordinator

The plat of _____ was accepted and approved by resolution of the Board of County Commissioners of Wright County, Minnesota, at a _____ meeting of said Board held this _____ day of _____, A.D., 20_____.

Chairperson of the County Board

County Auditor/Treasurer

(6) County Surveyor:

WRIGHT COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

Wright County Surveyor

Examined and recommended for approval this _____ day of _____, 20____.

Wright County Surveyor

(7) County Highway Engineer:

WRIGHT COUNTY HIGHWAY ENGINEER

This plat was reviewed and recommended for approval this ____ day of _____, 20____.

Wright County Highway Engineer

(8) County Recorder:

WRIGHT COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder for record on this ____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded in Cabinet No. _____, Sleeve _____, as Document No. _____.

Wright County Recorder

I hereby certify that the instrument on this plat was filed in this office for record on the _____ day of _____, A.D., 20____, at _____ o'clock _____.M., and duly recorded in Cabinet No. _____, Document No. _____.

Wright County Recorder

(Amended June 7, 2016)

Article III – Amendments to the Zoning Ordinance

Sec. 1.

§ 155.056 FLOODPLAIN OVERLAY DISTRICT (FP).

(C) *Floodway area.*

(3) *Conditional uses.*

(a) Structures accessory to the uses listed in division (C)(2) above and the uses listed below;

(b) Extraction and storage of sand, gravel and other material;

(c) Marinas, boat rentals, docks, piers, wharves and water control structures;

(d) Railroads, streets, bridges, utility transmission lines and pipelines;

(e) Storage yards for equipment, machinery or materials;

(f) Placement of fill;

(g) Travel trailers and travel vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds, subject to the exemptions and provisions of § 155.056 (H) below; and

(h) Structural works for flood control such as levees, dikes and flood walls constructed to any height where the intent is to protect individual structures and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the ten-year frequency flood event.

Sec. 2.

§ 155.058 WILD AND SCENIC RIVER DISTRICT (W).

(E) *Performance standards.*

(1) *Lot area regulations.*

- (a) The minimum lot size shall be two acres;
- (b) Lot width at building line: 200 feet; and
- (c) Lot width at ordinary high water mark: 200 feet.

(2) *Setback requirements.*

~~(a)~~—(Also apply to tributaries designated in NR 24000.)

~~(b)~~ Building setbacks:

- ~~(a)1.~~ From ordinary high water mark: 100 feet;
- ~~(b)2.~~ From bluffline: 30 feet;
- ~~(c)3.~~ From side yard: 30 feet for principal use and accessory uses over 800 square feet;
- ~~(d)4.~~ Other accessory uses: ten feet;
- ~~(e)5.~~ From roads: county or state highway 130 feet from centerline;
- ~~(f)6.~~ Township or other road: 65 feet from centerline;
- ~~(g)7.~~ From rear yard (non-riparian): 50 feet;

(3) *General setbacks and standards:*

- (a) On-site sewage treatment system setback from ordinary high water mark: 75 feet;
- (b) Maximum structure height: 35;

(c) Controlled vegetative cutting area setback from ordinary high water mark: 100 feet.

(d) No structure shall be placed on any slope greater than 13% (13 feet vertical rise in 100 feet horizontal distance) unless such structure can be screened and sewage disposal system facilities can be installed.

(e) No structures shall be placed in any floodway. Structures proposed within a floodplain shall be consistent with the Floodplain District of this chapter.

(f) For substandard lots of record, setback standards may be reduced to coincide with the Urban/Rural Transition (R-1) District (' 155.049(F)(7) of this chapter).

~~(4)(g)~~ *Substandard Lots* ~~Substandard lots~~: lots of record in the office of the County Recorder on the effective day of enactment of this chapter which do not meet the dimensional requirements of this chapter shall be allowed as building sites, provided: such use is permitted in the land use district(s); the lot was in separate ownership on the date of enactment of this chapter; all sanitary and dimensional requirements are complied with, as practicable; and the lot is at least 20,000 square feet in area.

~~(5)(3)~~ *Vegetative cutting.*

(a) Within the controlled vegetative cutting areas clear cutting, except for any authorized public services such as roads and utilities, shall not be permitted.

(b) Selective cutting of trees in excess of four inches in diameter at breast height shall be permitted providing cutting is spaced in several cutting operations and a continuous tree cover is maintained.

(c) The above cutting provisions shall not be deemed to prevent:

1. The removal of diseased or insect infested trees, or of rotten or damaged trees that present safety hazards; and

2. Pruning understory vegetation, shrubs, plants, bushes, grasses or from harvesting crops or cutting suppressed trees or trees less than four inches in diameter at breast height.

~~(6)(4)~~ *Clear cutting.* Clear cutting anywhere in the designated land use district on the Mississippi River is subject to the following standards and criteria.

(a) Clear cutting shall not be used as a cutting method where soil, slope or other watershed conditions are determined by the zoning authority to be fragile and subject to severe erosion and/or sedimentation.

(b) Clear cutting shall be conducted only where clear-cut blocks, patches or strips are, in all cases, shaped and blended with the natural terrain.

(c) The size of clear-cut blocks, patches or strips shall be kept at the minimum necessary.

(d) Where feasible all clear cuts shall be conducted between September 15 and May 15. If natural regeneration will not result in adequate vegetative cover, areas in which clear cutting is conducted shall be replanted to prevent erosion and to maintain the aesthetic quality of the area. Where feasible, replanting shall be performed in the same spring or the following spring.

~~(7)(5)~~ *Grading, filling, alterations of beds of public waters.* Any grading and filling work done shall require a permit and shall comply with the following.

(a) Grading and filling of the natural topography which is not accessory to a permitted or conditional use shall not be permitted.

(b) Grading and filling of the natural topography which is accessory to a permitted or conditional use shall not be conducted without a grading and filling permit from the zoning authority.

(c) Grading and filling of the natural topography which is accessory to permitted or conditional use shall be performed in a manner which minimizes earthmoving, erosion, tree clearing and the destruction of natural amenities.

(d) Grading and filling of the natural topography shall also met the following standards.

1. The smallest amount of bare ground is exposed for as short a time as feasible.

2. Temporary ground cover such as mulch is used and permanent ground cover such as sod is planted.

3. Methods to prevent erosion and to trap sediment are employed.

4. Fill is established to accept engineering standards.

~~(8)(6)~~ *Utility transmission lines.* All utility transmission crossings of land within the Mississippi River land use district(s) shall require a conditional use permit. The construction of such transmission services shall be subject to the standards and criteria of the Minn. Regulations NR 79(i)(2).

~~(9)(7)~~ *Public roads.* In addition to such permits as may be required by M.S. §§ 103G.301 through 130G.315, as it may be amended from time to time, a conditional use permit shall be required for any construction of reconstruction of new public roads within the Minnesota

River land use district(s). Such construction or reconstruction shall be subject to the standards and criteria of Minn. Regulations NR 79(j)(2). A conditional use permit is not required for minor public streets which are streets intended to serve primarily as an access to abutting properties.

~~(10)(8)~~ *Land suitability.* No land shall be subdivided which is determined by the governing body, or the Commissioner, to be unsuitable by reason of flooding, inadequate drainage, soil and rock formation with severe limitations for development, severe erosion potential, unfavorable topography, inadequate water supply or sewage treatment capabilities or any other feature likely to be harmful to the health, safety or welfare of the future residents of the proposed subdivision or the community.

~~(11)(9)~~ *Planned cluster development.* A planned cluster development may be allowed subject to the requirements of ' 155.059 of this chapter only when the proposed clustering provides a better means of preserving agricultural land, open space, woods, scenic views, wetlands and other features of the natural environment than traditional subdivision development. Except for minimum setbacks and height limits, altered dimensional standards may be allowed as exceptions to this chapter for planned cluster developments; provided:

(a) Preliminary plans are approved by the Commissioner prior to their enactment by the governing body.

(b) Central sewage facilities are installed which meet the standards, criteria, rules or regulations of the state's Department of Health and the Pollution Control Agency.

(c) Open space is preserved. This may be accomplished through the use of restrictive deed covenants, public dedications, granting of scenic easements or other methods.

(d) There is not more than one centralized boat launching facility for each cluster.

~~(12)(10)~~ *General regulations.* Requirements for signs, parking, sewage disposal and the like are set forth in §§ 155.075 through 155.108 of this chapter.

[This space was intentionally left blank]

Sec. 3.

§ 155.088 NUISANCES.

(B) *Livestock and animals.*

(1) In all zoning districts, livestock, poultry and farm animals shall not be allowed on any lots or parcels smaller than four acres. On lots larger than four acres in the A/R, R-1, R-2, R-2(a), R-3, S-1, S-2, S-3 and W Districts, animals shall be allowed at a maximum density of one-half animal unit per acre. Parcels in the A/R District and all Residential Districts are limited to less than ten animal units total regardless of acreage. These restrictions shall not apply to normal farm operations existing prior to the adoption of this chapter or to farms in the AG District on parcels over ten acres in size. Livestock shall include those animals listed in § 155.003(B)(5)(b) of this chapter, except for dogs, cats and rabbits as domestic pets.

Sec. 4.

§ 155.090 SEWAGE AND WASTEWATER TREATMENT AND DISPOSAL STANDARDS.

(B) *General provisions.*

(6) *Permit requests.* When either of the following occur EHO department will review records of the SSTS on the property to determine adequate conformance. Said review may require conformance to Minn. Rules part 7080.2450, subpart 2, and/or require a certification of compliance of the SSTS:

(a) Any time that a permit is applied for in a shoreland management area (1,000 feet of a lake, pond or flowage or 300 feet of a river or stream or the landward extent of a floodplain); or and

(b) With the addition of a bedroom on the property.

(10) *Abandonment SSTSs.* SSTS must be properly abandoned according to Minn. Rules part 7080.2500.

(a) If the individual abandoning a SSTS is not a licensed SSTS professional, the abandonment must be inspected by a licensed SSTS inspector.

(b) A state abandonment document must be submitted to the local unit of government within 90 days of abandonment.

Sec. 5.

§ 155.090 SEWAGE AND WASTEWATER TREATMENT AND DISPOSAL STANDARDS.

(C) *Site evaluation and design requirements.*

(9) *Bedroom additions; existing compliant ~~complaint~~ SSTS.* Bedroom additions with an existing compliant SSTS where the treatment area cannot be practically increased to the proper treatment area size, shall be time dosed.

(11) *Remediation; ~~Permit required; operational components added.~~* A permit shall be required when an operational component is added, or a method employed to an SSTS to recover a failing treatment area. Required information for this permit will be a description of what is wrong with the existing SSTS, an inspection/compliance of the components of the system, a lab sample of the existing effluent to determine abnormalities, and a preliminary site evaluation of what the upgrade options will be on the property if remediation fails to correct the problem. A management plan/operating permit will also be required.

[This space was intentionally left blank]

Sec. 6

Table 3: Minimum Setback Distances (Feet)			
	<i>Sewage or Holding Tank</i>	<i>Soil Treatment or Absorption Area</i>	<i>Building Sewer or Supply Pipes</i>
All public water wetlands as defined by M.S. ' 103G.005, subd. 15a, as it may be amended from time to time, or successor statute	50	50	-
Buildings***	10	20	-
Buried pipe distributing water under pressure*	10	10	10
Buried water suction pipe*	50	50	50**
General development lakes	50	50	-
Ordinary high water mark of the following types of lakes <u>and rivers</u> :			
<u>General development lakes</u>	<u>50</u>	<u>50</u>	-
<u>Recreational development lakes</u>	<u>75</u>	<u>75</u>	-
Natural environmental lakes	150	150	-
Recreational development lakes , Mississippi River, agricultural rivers and tributaries as defined in ' 155.057(D) of this chapter	75	75	-
Transitional river segments (north fork of the Crow)	150	150	-
Property lines****	10	10	-
Subsurface drainage systems such as field tile lines	50	50	-
Surface drainage systems such as open ditches	30	30	-
Water supply wells* (50 feet of continuous casing or encountering 10 feet of impervious material)	50	50	50**
Water supply wells* (less than 50 feet of continuous casing)	50	100	50**
NOTES TO TABLE:			
* Setbacks from buried water pipes and water supply well as governed by Minn. Rules Ch. 4715 and 4725, respectively.			
** The setback can be reduced from 50 to 20 feet if the building sewer or supply pipe is air tested by holding 5 pounds of air pressure for 15 minutes.			
*** For structures other than buildings these setbacks may be reduced if necessary due to site conditions, but in no case shall any part of the individual sewage treatment system be located under or within the structure. For this provision to be employed there shall not be interior space below the structure. For the new construction of a structure without interior space below the structure no part of the absorption area shall encroach closer than 10 feet.			
**** The setback from the treatment area to the platted road may be reduced with written approval from the road authority. The Board of Adjustment shall review variance requests, including those from common property lines, per ' 155.026 in this chapter.			

§ 155.097 SIGN REGULATIONS.

(H) *Exempt signs.* Unless prohibited in division (I) following signs shall be authorized in all zoning districts and shall not require a permit. These exemptions, however, shall not be construed as relieving the owner of the sign from the responsibility of its erection and maintenance, and its compliance with the provisions of this chapter or any other law or ordinance regulation the same.

(1) ~~*Governmental entity owned signs.*~~ Any sign owned or maintained by a governmental entity.

(2) ~~*Changing displays.*~~ The changing of the display surface on a previously approved painted or printed sign.

(3) ~~*One sign; specific size.*~~ One sign six square feet or less in size and no more than five feet in height per property.

(4) ~~*Non-commercial signs.*~~ Non-commercial signs beginning 46 days before the state primary in a state general election year until ten days following the state general election.

(5) ~~*Elections.*~~ When the date of a local, municipal, county, township, or school election does not correspond with the state primary or state general election, non-commercial signs may be erected, within the jurisdiction conducting the election, and maintained beginning 46 days before any scheduled primary or general election until ten days following the general election.

(6) ~~*Newly platted subdivision or development.*~~ Each newly platted subdivision or development shall be allowed one sign, at each entrance of the subdivision or plat. Each sign shall not exceed 96 square feet in surface area and no more than 15 feet in height. Each sign shall be allowed for one year after the recording of the plat, or for 30 days after the last property or parcel in the plat is sold or transferred, whichever is later.

(7) ~~*Additional signs; size.*~~ Every parcel of property is entitled to additional signs totaling but not exceeding 12 square feet in surface area and no more than five feet in height while the parcel of property is actively being marketed for sale or rent.

(8) ~~*One sign permitted; size and location.*~~ Every parcel of property shall be entitled to one sign no more than 120 square inches in surface area to be placed in all of the following locations:

- (a) On the front of a residence;
- (b) On each side of an authorized United States Postal Service mailbox;

(c) On one post which measures no more than 48 inches in height and four inches in width.

(9) ~~Additional sign for event; duration.~~ Every parcel of property is entitled to additional signs totaling, but not exceeding, 24 square feet in surface area and no more than 15 feet in height when there is an event at the subject property and not posted for more than 28 days.

(10) ~~Additional signs; construction of building.~~ Every parcel of property is entitled to additional, unilluminated signs, to be used during the construction of a building, and which in total are not to exceed 12 square feet each in surface area and are no more than 15 feet in height. Said signs shall be removed within six months from the start of construction.

(11) ~~Traffic flow.~~ In the interest of safe traffic flow, every parcel of property is entitled to additional signs totaling, but not exceeding, 24 square feet in surface area and no more than 15 feet in height.

Sec. 8

(I) *Signs prohibited.*

(6) Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located. If the owner or lessee fails to remove the sign, the Zoning Administrator shall remove it in accordance with division ~~(K)(3)(L)(3)~~ below. These removal provisions shall not apply where a succeeding owner or lessee has a valid conditional use permit and agrees to maintain the signs as provided in this chapter or changes copy on the signs in accord with a valid conditional use permit and provided the signs comply with the other provisions of this chapter.

Sec. 9

(I) *Signs prohibited.*

(8) Unless otherwise noted, no sign shall be placed on public street/traffic signs, utility poles or public property. Signs in violation of this division ~~(F)(9)~~ may be removed by county personnel at their discretion, without advance notice to the sign owner.

Sec. 10

§ 155.108 SOLAR ENERGY FARMS AND SOLAR ENERGY SYSTEMS.

(C) *Solar energy systems requirements and standards.*

(1) Solar energy systems ten kilowatts and under are a permitted accessory use in all zoning districts. Solar energy systems over ten kilowatts and not exceeding 100 kilowatts require a conditional use permit.

(2) Solar energy systems 100 kilowatts and under are a permitted accessory use in the General Agricultural (AG) Zoning District.

(a) *Accessory building limit.* Solar energy systems, either roof or ground-mounted, do not count as an accessory building for the purpose of limits on accessory buildings.

(b) *Height.* Solar energy systems are subject to the following height requirements:

1. Building or ~~roof-mounted~~ ~~roof-mounted~~ solar energy systems shall not exceed the maximum allowed height in any zoning district.

Sec. 11

155.003 RULES AND DEFINITIONS.

(B) *Definitions.* For the purpose of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

(25) ***COMMERCIAL AGRICULTURAL TOURISM.*** Commercial Agricultural Tourism is a rural commercial operation that is connected to a primary agricultural use and may include orchards, wineries, the promotion of agriculture or the natural environment, or the use of the rural outdoor environment for events such as weddings and gatherings. Commercial Agricultural Tourism may allow for the construction of accessory structures to be used for events and special gatherings of people to be held within such structures. Food catering and limited food preparation, along with limited retail that is directly associated with the Commercial Agricultural Tourism use may be allowed.

~~A conditional use which is ancillary to a primary agricultural use on property with a land area at least ten acres in size and has a residence or agricultural entitlement. **COMMERCIAL AGRICULTURAL TOURISM** can allow for accessory structures to be constructed for events and other gatherings of people to be held inside. Food catering and preparation, along with limited retail, which is associated with the **COMMERCIAL AGRICULTURAL TOURISM** use may be allowed.~~

Sec. 12.

Add Section 155.109:

§155.109 COMMERCIAL AGRICULTURAL TOURISM

(A) Purpose. This section is adopted for the purpose of:

(1) Preserving Wright County's agricultural and rural heritage and landscapes.

(2) Enhancing Wright County's appeal to visitors who are drawn to its rural and agricultural environment.

(3) Providing opportunities for new economic growth through Commercial Agricultural Tourism.

(4) Allowing for Commercial Agricultural Tourism that does not conflict with permitted agricultural operations and developed residential areas.

(B) Standards. The following standards shall apply to all Commercial Agricultural Tourism Uses.

(1) Commercial Agricultural Tourism shall be located on a parcel of at least ten acres in size which has a residence or entitlement.

(2) Commercial Agricultural Tourism shall be shown to have a unique or demonstrable relationship with Wright County and be correlated to agricultural and rural features in accordance with the above stated purposes.

(3) Large scale events and gatherings held inside a building must be associated with an outdoor agricultural or rural outdoor activity, be seasonal or part-time in nature. Any associated food must be catered. The Planning Commission may allow for limited food preparation provided it meets the underlying intent of the Commercial Agricultural Tourism Use. Alcohol must be catered.

(4) Commercial Agricultural Tourism shall require a Conditional use Permit in accord with Section 505 of the Wright County Zoning Ordinance and must comply with the Wright County Land Use Plan.

(C) Conditions. As part of any Conditional Use Permit the Planning Commission shall adopt conditions which address the following criteria:

(1) Must not create an excessive demand upon existing services or amenities.

(2) Must be screened or able to be screened adequately, or are sufficiently separated from adjacent residences to prevent negative impacts to nearby properties.

(3) Must have an appearance that is consistent and compatible with the surrounding area and land uses.

(4) Must not cause traffic hazards or undue congestion.

(5) Must not negatively impact surrounding residences and neighbors by the intrusion of noise, glare, odor, or other adverse effects.

(Originally Adopted 5-3-2016, Amended June 7, 2016)

Article IV – Solid Waste Ordinance

Sec. 1

§ 156.16 DEFINITIONS.

(P) **SOLID WASTE.** Waste as defined in M.S. § 116.06, ~~subd. 22~~ ~~subd. 10~~, as it may be amended from time to time, including garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semi-solid liquid or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Sec. 2.

§ 156.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

~~(B) (1) Violation of §§ 156.15 through 156.21 of this chapter shall be a misdemeanor, punishable by a fine or up to \$700, imprisonment not to exceed 90 days, or both.~~

~~(2) Upon violation of §§ 156.15 through 156.21 of this chapter, the Division may suspend or revoke the license of a hauler and may establish conditions to be met in order for the reinstatement of said license. Such conditions to be met may include the payment in full of any fines, assessed under division (B)(1) above.~~

~~(C) Any person violating any provision of §§ 156.35 through 156.46 of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not to exceed \$300, or imprisonment in the county jail not to exceed 90 days, and each day that the violation continues to exist shall constitute a separate offense.~~

(Ord. passed 7-7-1970; Res. 96-29, passed 5-7-1996, Ord. amended 06-2016)

Enacting Clause

This ordinance shall amend the Code of Ordinance of Wright County, Minnesota. This ordinance shall be in effect on July 1, 2016.

Pat Sawatzke
Chair, Wright County Board of Commissioners

ATTEST:

Lee Kelly
Wright County Coordinator

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE COUNTY OF WRIGHT, STATE OF MINNESOTA, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE POLITICAL SUBDIVISION DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES.

WHEREAS, the present general and permanent ordinance of the political subdivision are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the County and for the propose conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Minnesota empower and authorize the County of Wright to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Board of Commissioners for the County of Wright has previously authorized a general compilation, revision and codification of the ordinances of the County of Wright of a general and permanent nature and publication of such ordinance in book form; and

NOW THEREFORE, THE COUNTY OF WRIGHT HEREBY ORDAINS:

Section 1. The general ordinances of the County of Wright as revised, amended, restated, codified, and compiles in book form are hereby adopted as and shall constitute the “Code of Ordinance of Wright County, Minnesota.”

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

Chapter

TITLE I: GENERAL PROVISIONS

10. Rules of Construction; General Penalty

TITLE III: ADMINISTRATION

30. County Policies

TITLE V: PUBLIC WORKS

50. Highways

51. Right-of-Way Management

TITLE VII: TRAFFIC CODE

[Reserved]

TITLE IX: GENERAL REGULATIONS

- 90. Dangerous Dogs
- 91. Large Assemblies
- 92. Parks and Recreation
- 93. Public Health; Nuisances
- 94. Explosives
- 95. Zero Phosphorous

TITLE XI: BUSINESS REGULATIONS

- 110. Tobacco Regulations

TITLE XIII: GENERAL OFFENSES

- 130. Social Hosts; Responsibilities
- 131. Water Surface Use

TITLE XV: LAND USAGE AND ZONING

- 150. General Provisions
- 151. Building Code and Construction Standards
- 152. Feedlots
- 153. (Reserved)
- 154. Subdivisions
- 155. Zoning
- 156. Solid Waste
- 157. Point of Sale Septic Certification

TABLE OF SPECIAL ORDINANCES

[Reserved]

PARALLEL REFERENCES

- References to Minnesota Statutes
- References to Minnesota Rules
- References to Minnesota Regulations
- References to Resolutions
- References to Ordinances

INDEX

- Section 3. Effective July 1, 2016, all prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effect date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, imposing a moratorium, appropriating money, establishing franchises, or granting special rights of certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorized the purchase or sale of real property or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting boundaries of street or other public places, nor shall such repeal affect any other ordinance of a temporary or special nature pertaining to subjects not contained in or covered by the Code.
- Section 4. Such Code shall be deemed effective on July 1, 2016 and the Clerk of the Wright County Board of Commissioners is hereby authorized and ordered to file a copy of such Code of Ordinance in the Office of the Clerk, the Office of the Wright County Recorder, and in the Wright County Law Library.
- Section 5. Such Code shall be in force and effect on July 1, 2016 and all dates thereafter, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained and of the state of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Pat Sawatzke
Chair, Wright County Board of Commissioners

ATTEST:

Lee Kelly
Wright County Coordinator

WRIGHT COUNTY PLANNING COMMISSION

Meeting of: May 12, 2016

MINUTES – (Informational)

The Wright County Planning Commission met May 12, 2016 in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Vice-Chair, Ken Felger, called the meeting to order at 7:30 p.m. with the following Board members present: Felger, Dave Pederson, Jan Thompson, Charlie Borrell, Dave Thompson and Dan Bravinder. Absent was Dan Mol. Sean Riley, Planning & Zoning Administrator, represented the Planning & Zoning Office; Greg Kryzer, Assistant County Attorney, present as legal counsel.

NOTICE OF INTENT TO ORDAIN AND TO ADOPT THE REORGANIZED AND RESTATED WRIGHT COUNTY ORDINANCES – New Item

The Wright County Planning Commission will be reviewing and discussing the proposed adoption of a reorganization and restatement of the Wright County Ordinances. This new proposed reorganization will renumber and catalog all of Wright County's Ordinance into one binder and catalog. The proposed ordinance can be reviewed in person in the Office of the Wright County Attorney or online at <http://www.co.wright.mn.us/765/Wright-County-Code-of-Ordinances>

Presenter: Greg Kryzer

Kryzer explained the Ordinance Codification project was an on-going project in the County Attorney's office that started by his predecessor, Tom Zins, in the 1990's. A number of large litigation issues side-tracked this project. American Legal Publishing was hired to facilitate this and the biggest hurdle was the original format used from the 1970's. The Commission has a copy of the Resolution, the Chapters and Titles on how they plan to reorganize it. Previously Chapter 153 will go to 51 and that has been approved at the Ways & Means Committee. The other packet is an outline that Staff had been recommending for changes to the Ordinance that clean up some of the language and correct some cross-references. He gave an example of the Building Code. There are also some redundancies and cleaning up titles.

Riley explained, currently there is no centralized system for the County Ordinances. This is a catalog for the public to find these in a centralized area. Anytime you translate something the result is different numbers and look. This will take some time for the Department to find it.

J. Thompson felt this is great.

Borrell asked about Traffic Court? Kryzer they have something reserved if it is ever adopted. Kryzer explained this is built for expansion. General and business regulations were summarized in the different Chapters. Kryzer –all the County Ordinances will be in one book.

J. Thompson moved to recommend adoption of the Wright County Code of Ordinances as presented and amended. Borrell seconded the motion.

VOTE: CARRIED UNANIMOUSLY

WRIGHT COUNTY REQUEST FOR BOARD ACTION

REQ. AGENDA TIME: X **BOARD MEETING DATE:** June 7, 2016 **CONSENT AGENDA:** _____

AMT. OF TIME REQUIRED: one minute **ITEM FOR CONSIDERATION:** _____

<p><u>County Attorney</u> _____ ORIGINATING DEPARTMENT/SERVICE</p> <p>X <u>Greg Kryzer</u> REQUESTOR'S SIGNATURE</p> <p>_____ REVIEWED BY/DATE</p>	<p>BOARD ACTION REQUESTED:</p> <p>Refer Policy and Guidelines for Future Ordinance Amendments to Ways and Means Committee</p>
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BACKGROUND/JUSTIFICATION:

Comments: The County Attorney's Office and the Coordinator are currently drafting a policy for adopting amendments to the new code of ordinances. Staff is recommending that the draft policy be referred to the Ways and Means Committee for further discussion and analysis before being presented to the full board.

	<p>COUNTY ATTORNEY REVIEW DATE:</p>	<p>FINANCIAL IMPLICATIONS: \$ _____</p>
<p>COUNTY COORDINATOR/DATE:</p>	<p>ADMINISTRATIVE RECOMMENDATION:</p> <p><input type="checkbox"/> APPROVAL</p> <p><input type="checkbox"/> DENIAL</p> <p><input type="checkbox"/> NO RECOMMENDATION</p>	<p>BUDGETED: _____ _____ YES NO</p> <p>FUNDING: _____ _____ LEVY OTHER</p>

<p>COMMENTS:</p>	<p>COMMENTS:</p>
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THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

BUILDING COMMITTEE
MINUTES
May 25, 2016

MEMBERS PRESENT: Potter, Daleiden, and Kelly

OTHERS PRESENT: Wilczek, Hatfield, R. Borell, Tagarro

I. Annex Restroom

Wilczek provided updates on the project status since last discussed at the May 10, 2016 building committee meeting. In that meeting it was recommended to proceed with obtaining prices from architects to create bid documents and obtain pricing from general contractors. Along with HCM (who completed the initial fit plan concept drawings), Larson Associates and Nelson Architects were also contacted to obtain proposals. Larson Associates provided response that they are too busy to take on more work and the quote from Nelson is not yet completed. Nelson will be submitting their proposal for consideration the week of May 30th.

Recommendation:

Daleiden and Potter recommended continuing to pursue the architect proposals for discussion and consideration at a future date.

II. IT Expansion

Tagarro provided an overview on the IT Expansion process. The department is planned to be moved out of the old space and into the expansion space with temporary furniture setup by 5/26/16. Custodial staff has been disassembling old furniture pieces as staff members leave their workstations. Wright Hennepin Security will be adding the security components to the new space on 5/27/16 with cabling and electrical services already completed. Ernst Construction will be on site by 5/31/16 to begin construction work in the old space. Phase 1 furniture will be installed by June 15th and the final furniture will be complete by July 12th.

Recommendation:

Daleiden and Potter recommended continuing to move forward and continuing to provide updates on progress.

III. Elevator Repairs

Wilczek provided an update related to the Courts Elevator proposal from Minnesota Elevator (MEI) discussed on 5/10/16. The proposal for \$79,965 was communicated as a required set of updates, but after researching further, there were no documents found tying the updates to a code violation. MEI said in a follow up discussion that they are making the recommendation to update the cab and components to bring the system to a modern status as the system is very old and outdated. A second opinion was recommended at the 5/10/16 meeting and ThyssenKrupp Elevator was contacted by Wilczek to provide a proposal. ThyssenKrupp has reviewed the cab & machine room, and their proposal for consideration is expected by 5/27/16.

Recommendation:

Daleiden and Potter recommended to continue working to obtain a second opinion and proposal with ThyssenKrupp so that the price will be available for further consideration and discussion at the next building committee meeting.

IV. Public Works Deferred Maintenance & Remodel

Wilczek provided an update on the status of the project since the building committee meeting on 5/17/16. At the recommendation of Potter and Daleiden, Larson Associates were contacted for a price quote to create drawings for

the public works building interior remodel. They declined the work stating they were too busy right now to take on more, so Nelson architects were approached for a proposal which will be submitted the week of May 30th. Marc Mattice itemized a list of project items to consider and they were presented by both Wilczek and R. Borell. It was noted that the document was an all-encompassing list of items for consideration.

Recommendation:

It was recommended by Daleiden and Potter to move forward with having the overhead crane tested as noted in item 6 and having the drains cut/jetted as noted in item 4 of the "items to note" on the 3rd page. It was also recommended to continue working to obtain pricing on the itemized list of projects for consideration and to obtain a quote from an architect for the development of bid documents.

DRAFT

TOP 5 MAJOR PARK SHOP IMPROVEMENTS

1. New dust collection system for woodshop, include ductwork and electrical work: \$ I have a company coming up to price this
2. Add overhead door on west exterior wall of large shop/storage area, includes electrical work: \$10,500
This price is confirmed by Overhead Door Company
3. Add overhead door between woodshop and fabrication shop : \$7,500
This price is confirmed by Overhead Door Company
4. Exhaust fans in fabrication shop, mechanics area, and paint hood: \$I have a company coming up to price this
5. Replace overhead crane in fabrication shop: At this time I am recommending and inspection and certification of this system this inspection would look at all safety codes and verify compliance or non-compliance. Cost for inspection and would be \$500 to \$600. Contact is Southern MN Inspection out of Eagle Lake MN. To Schedule call michele at 1-800-931-7670

6.

TOP 6 MINOR PARK SHOP IMPROVEMENTS

1. Painting of interior walls: 1) Ralph's New Office, 2) Park Staff Muster Room, 3) Fabrication Shop.
2. New ceiling tiles and flooring in: 1) Ralph's new office, 2) Park Staff Muster Room.
3. New LED Lighting in Fabrication Shop.
4. New door or install windows in interior service door to woodshop and fabrication shop.
5. New washer in shop restroom.
6. Update eye wash station in shop area – hard plumb.

IN PARKS BUDGET

1. Moving of hoist from existing park Shop to Mechanics Bay. \$4,000
2. Stock of Parts Room \$25,000

IT INFRASTRUCTURE PROJECTS

1. Relocate one copier and printer (BizHub Contract) from front to area specified by Parks Department. Will need to network on computers to this printer/copier and make sure network connection works.
2. Move computers 1) Shop computer to muster room, 2) Ralph's from old office to new office, 3) adding an additional computer to muster room, 4) Brad's to temporary office then to permanent office. (We should be able to do this ourselves)
3. Phones and phone lines: (Chad Davis)
 - a. 763-682-7693 – May need to be moved to Steve Meyers old Office Temporary then back
 - b. 763-682-7894 – Will need to be moved to temporary office then to permanent office
 - c. 763-682-7694 – Will need to be moved from Ralph's office to his new office
 - d. Question - needs to be researched should our Mechanic and Wood Shop have dedicated lines.
 - e. No phone necessary in Muster Room.
4. Add one computer to muster room, will need a network connection. I believe we have two in this room, so will check to make sure the work (This unit has been ordered).
5. Add a wireless service to the Mechanic Bay. (Track It Ticket)
6. Need to open a network drive to the server that is shared with Extension and Park. (Track it Ticket)
7. Relocation of AV equipment from existing small conference room to location to be determined.
8. Will need to verify all network/data jacks, phone jacks, and electrical in areas.

ITEMS THAT SHOULD BE INCLUDED IN REMODEL

1. Rekey locks and hardware for all offices, shop, and exterior doors \$8,630.00
2. Change all overhead door codes and handhelds
3. Workstations for Ralph, Outdoor Recreation Programmer, Brad, Muster Room.
4. Tables and chairs for meeting rooms and work rooms
5. Back restroom – Painting and refurbish
6. Back lunch room – refurbish, ceiling tiles, flooring counter tops, tables, chairs, small appliances (coffee maker, refrigerator, microwave, pizza oven).
7. Shelves in parts room for Extension and Parks storage, we are not sure what is being left behind and what is staying.
8. Make existing conference room into two offices by moving the south wall of Marc's office to the north 28 inches, painting, ceiling, flooring, doorways etc.....
9. Recycling Centers for lunch rooms and front office area.
10. Replace front drinking fountain with hydration station
11. Departmental signage, office, entrance, front of building, driveway, overall wayfinding.
12. Need to question removal of hallway doors, I believe one can go the other one needs to stay I believe do to HVAC. Allen and I can discuss.

Other Differed Maintenance to Note

1. Compressors in the shop should be looked at for replacement
2. Pavement management, crack seal, seal coat, stripping, painting curbs.
3. New Roof on 1974 portion of the shop
4. Cut al floor drains
5. Fluid storage = Spill containment and ventilation with water hook up near by.
6. Fume detection systems?
7. Add water heater to wood shop.

COMMITTEE OF THE WHOLE
MINUTES
MAY 16th, 2016

MEMBERS PRESENT: Borrell, Husom, Potter, Sawatzke, Kelly

OTHERS PRESENT: Riley,
Tom Kleist, Buffalo Township Clerk
Victoria Harrison, Enel Green Power
Ryan Lemacks, Enel Green Power
Brayton McGee, Project Manager Enel Green Power
Andrew Pomroy, Government Relations Specialist, Fredrickson & Byron P.A.

I. Informational Meeting with Enel Green Power

McGee Provided an overview of the development history of the solar project at the Lake Pulaski location. This project was developed by Geronimo Energy and then purchased by Enel Green Power. He noted inconsistencies can arise in the transition from developer to final owner of a solar project. McGee expressed that Enel Green plans to be in the area a long time in wants to be a good neighbor. They are willing to listen to concerns and take action to keep residents happy.

Kleist discussed the Township's understanding of this project as it was explained to them initially by Tena Rytel of Geronimo Energy. There have been discrepancies between the township's understanding of the project and what has taken place to date. Specific concerns relate to removal of topsoil, removal of trees, creation of gravel roads on the site and utility poles placed in the right of way.

McGee stated he would revisit the site plans with the project engineers to see if the proposed roads could be built without hauling in gravel to the site. He noted it is planned that 4 inches of topsoil will be moved to level the site, but no soils will leave the site. They will try to minimize the amount of soil moved, however a berm is to be built and trees planted to provide screening to the neighbors. Vegetation will be planted on the site using a seed mix approved by the DNR. Maintenance of the site will be handled by local crews.

Of the 16 sites in Minnesota owned by Enel Green, the Lake Pulaski site required the removal of the largest area of trees. McGee clarified that the utility poles placed near the site were put in place by Xcel Energy rather than Enel Green. McGee will address this concern with Xcel and request the transmission lines be moved underground.

There was discussion on the siting and permitting process of solar projects noting the Public Utilities Commission permitted this project, rather than the County or Township. The energy generated by this site will be sold to utility companies. The Lake Pulaski site is designed to generate 7.5 megawatts and will consist of 34,728 three foot by eight foot solar panels. Enel Green has paid to upgrade the substation as part of this project.

Sawatzke inquired about the conditional requirements set for this project as part of the PUC permits. McGee stated they are numerous and address such topics as fencing, length of access road, as well as PCA

and DNR requirements. All materials related to the project can be found at the Department of Commerce eDocket: <http://mn.gov/commerce/energyfacilities/Docket.html?id=33924>

Concerns regarding truck traffic near the site were discussed. Kleist cautioned that road weight restrictions must be followed on township roads.

Future questions, issues, or complaints should be addressed to Harrison as per the PUC Complaint reporting procedure.

Mc Gee will follow up with Xcel regarding the power poles in the right of way and review the site plan to minimize the moving of soils onsite. He suggested a meeting every other month for updates on the project.

Recommendation: Meet again on July 18th 1:30PM at Buffalo Township Hall

DRAFT

COMMITTEE OF THE WHOLE
MINUTES
MAY 24, 2016

MEMBERS PRESENT: Sawatzke, Husom, Borrell, Potter, Daleiden and Kelly

OTHERS PRESENT: Scherber, Asleson, Deringer, Dahl, Wilczek, Munson, MacMillan
District Judge John Hoffman
Judge Geoffrey Tenney
Judge Kate McPherson
Monica Tschumper, Court Administrator
Mary Wetter, Citizen

I. COURTS FEASIBILITY STUDY

Dunning referenced the Courthouse Remodeling Feasibility Study dated 5-24-16 for three options, including an estimate of cost and timeline for a potential remodel schedule (attached).

Option 1, Build a New Courthouse in 10 Years

Estimated Cost to Remodel Existing Space	=	\$20,706,000
Design and Bidding		11 months
Construction in 3-4 Phases (Minimum)		<u>24-30 months approx.</u>
TOTAL IMPLEMENTATION		35 to 41 months

Option 2, Build a New Courthouse in 5 Years

Estimated Cost to Remodel Existing Space	=	\$13,104,000
Design and Bidding		9 months
Construction in 3-4 Phases (Minimum)		<u>18-24 months approx.</u>
TOTAL IMPLEMENTATION		27 to 33 months

This option addresses space needs, functionality, and security issues. The same three sally ports will be used for in-custody transports. Space in the former Jail and outdoor recreation area would be utilized for new elevators and lobby area, holding area, and two courtrooms. Courtrooms 3 and 4 would be combined into a larger courtroom. This option would include use of the space occupied by Administration to create a new jury assembly space and allow Court Administration to grow. A new chambers would be created out of the former jury assembly area. A shortcoming is that the main Courts corridor is not being increased in size. Changes would result in 6 functional courtrooms with 4 of them having access to in-custody circulation. The former Jail gym area could be remodeled for such things as a conference room and jury deliberation space. Option 2 is a larger project so the design will be longer to work out details with occupants.

Another goal of Option 2 is to bring Court Services into the weapon screen perimeter. Court Services would be located on First Floor where Extension and Wright Choice are currently

located. The corridor would be sealed just north of the Board Room. Screening would be moved to the corridor just west of the main entrance doors.

District Judge Hoffman said Option 2 would not provide for growth of the judicial area in Wright County based on statistics in the National Center for State Courts Space Needs Assessment and the State Demographers Office.

Option 3, Build a New Courthouse in 2 Years

Estimated Cost to Remodel Existing Space	=	\$1,508,000
Design and Bidding		4 months
Construction in 1-2 Phases (Minimum)		<u>5 months approx.</u>
TOTAL IMPLEMENTATION		9 months

Timeline: Total implementation of 9 months including 4 months Design/Bidding and approximately 5 months for Construction in 1-2 Phases minimum

This Option would solve short-term functionality for three courtrooms including accessibility, staff needs, and functionality of the Jury Deliberation Room. Work would involve replacement of millwork for areas to include the benches, court reporters, witness, and jury box. It would also include replacement of power, data, etc., and potentially include working with the local Building Official on accessibility issues. Courtroom 1 would remain a 7-person jury box, and Courtrooms 2 and 5 would be 14-person jury boxes. Self-help and conferencing spaces would be added outside of Courtroom 1. Although creating a functional Jury Deliberation Room, this option does not address the path of in-custody transport to hearings. Not all three courtrooms would be taken offline at a time.

Discussion followed on what makes up the cost of the remodel. Cox stated that about half is attributed to millwork and cabinetry, and the other half to modifications to walls, technology, power, etc. When making an area ADA accessible, corridors may be elevated with ramps. Circulation areas and public spaces are challenged with Option 1, whereas Option 2 is status quo. With growth comes more difficulty in maneuvering and there are times when the building and fire code are touched upon.

Dunning estimated the cost of full replacement of the bench and millwork in each courtroom to be \$25,000. With contractors, there is about a 10% penalty to phase the work. The estimates reflect a 20% contingency because of unknown items. Costs do not include interim moves for staff during remodel, furniture, audio/visual equipment to furnish courtrooms, and other equipment.

Dunning referenced Option 2 and said the costs do not include Courts expanding into other spaces, such as the outdoor recreation area of the former Jail. This would include a roof and additional structure for support and potential demolition of the sloped floor. The estimated cost is \$410/s.f. Other costs will include wall movement, light fixtures, duct work reorientation, and new finishes, technology and electrical. This will include a heavy remodel gutting the space, including courts, at a cost of \$175/s.f. With Option 3, more exploration could be toward finding ways to save walls or reduce the amount of remodel. Additional discussion occurred on the remodel of the outdoor recreation area and the potential of a second level, phasing of remodels, and disruption.

Dunning said the costs reflected on page 1 of the handout are based on estimates. The premise of the Feasibility Study was to define courses of action prior to building a new Courts facility. The costs are based on starting the design soon. The State publishes a table on inflation factors for construction, inflation, etc., typically reflecting a 3%-4% increase per year. The bulge of construction tends to elevate inflation. The State documents include more aggressive inflation numbers, at 7%-11% per year over the next several years. Sawatzke responded that recent County projects (road and new Highway building) have come in 20% under estimate. Potter added that the County was fortunate that construction could occur on the Highway Building during winter months.

Husom referenced the costs associated with various options to remodel the current Courts area, only to have to remodel again when the new Courts facility is constructed. The County still has the former Jail building to address what to do with. Dunning said the cost of remodel of the space once Courts moves was not figured into Options 1, 2, or 3. Potter shares Husom's concern on spending \$13-\$20 million to remodel Courts space and then remodeling it again once vacated. Sawatzke said he was disappointed that there are not better options, and it is obvious that it would not make sense to spend \$13 million on remodeling for 5 years. He referenced the large amount of contingencies built in making it hard to determine what the real cost is. He supports spending \$1 million to allow Courts to remain for 5-6 years at the Government Center location. It appears that is not an option. He alluded to debt taken on by the County in recent years and wonders if it is too soon to move ahead with a new Courts facility.

Discussion followed on history of the decision to delay building a Courthouse, the ability to easily add onto the Jail/Law Enforcement Building, and past remodels of the Courts area. Sawatzke said the Jail/LEC was constructed to allow for adding Courts in the future. Judge Tenney said that as a Wright County taxpayer, he appreciates taxes are lower than surrounding areas. However, it has been 26 years since the last major remodel of Courts space. Dialogue followed on bond rates and current debt, and the potential savings in staff time with a new Courts facility.

Borrell said the decision can't continue to be sent to the future, and he does not want to spend \$13 million for remodeling. He thought Courts staff would be willing to defer updates where possible if it was decided to proceed with a new facility. Judge McPherson stated they will work with the County on upgrades, but Courts will need the County's support in dealing with requirements by the local building official and coming up with creative alternatives for Courtrooms and Court Administration staff. She did not support spending \$1.5 million to have Courts remain in the current location for 2.5 years. Cox stated that the local Building Official will be met with to determine what is acceptable and the County will need to make those concessions.

Kelly summarized that it appears Options 1, 2, and 3 will not be pursued. The next step would be the comprehensive plan and identifying what will be done in the future. District Judge Hoffman said Courts needs to know how the County will proceed. He agreed with Judge McPherson that the \$1.5 million would not be a beneficial expenditure, but it will not be acceptable for the County to delay the decision and still be talking about this in several years. As Chief Judge, he can determine calendaring in any District. If court cannot be reasonably held in this building, another location will be found. Potter agreed that the decision needs to be made and supports the County moving forward with building a new facility. A new building will address space needs for Courts, County Attorney, and Court Services for the long term. Constructing the Highway building addressed long-term space needs for four departments.

Daleiden suggested the Courts Remodel Work Group could discuss how to move forward with minimum modifications to Courtrooms. The group would attempt to reduce remodel costs and make a recommendation on whether to proceed with an RFP or to remain with Wold Architects to complete that work. Borrell stated that at the onset, it was made clear that a RFP would be completed for new construction. Kelly stated the Work Group can use the Court Study from the National Center for State Courts to develop the RFP, and continue to work with Wold on designing a remodel to make Courts work in the interim. Tschumper said in order to discuss a remodel, Courts needs to know the time frame and the County's commitment on moving forward with a new Courts facility.

RECOMMENDATION: Refer discussion to the 6-14-16 County Board Meeting.

DRAFT



WRIGHT COUNTY
 Courthouse Remodeling Feasibility Study
 May 24, 2016

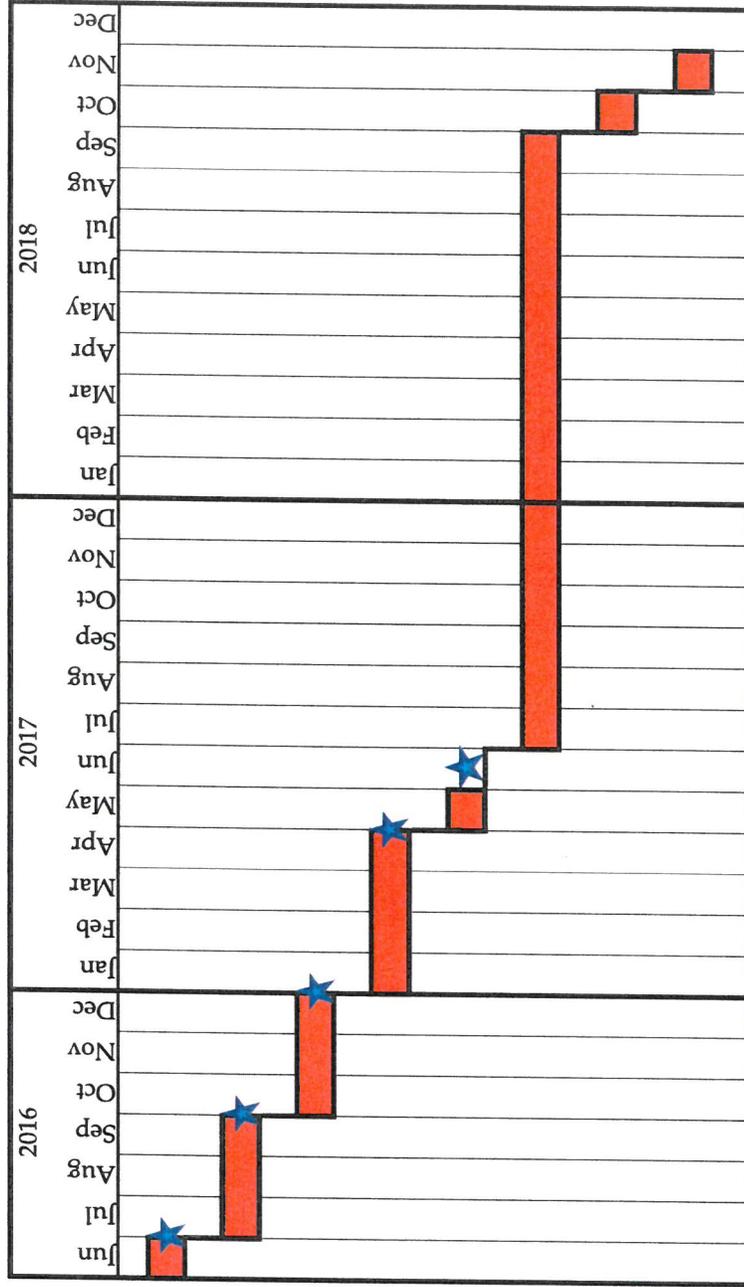
PROBABLE COST OF CONSTRUCTION

	Unit Cost	Option 3 2 Year Plan		Option 2 5 Year Plan		Option 1 10 Year Plan	
		Unit		Unit		Unit	
Courtroom Remodeling	\$250,000 per	3	\$750,000	3	\$0	3	\$0
Jail Outdoor Rec Infill	\$410/sf	0 sf	\$0	7,130 sf	\$2,923,300	0 sf	\$2,923,300
Light Remodeling	\$50/sf	0 sf	\$0	0 sf	\$0	0 sf	\$0
Medium Remodeling	\$90/sf	0 sf	\$0	10,400 sf	\$936,000	11,200 sf	\$1,008,000
Heavy Remodeling	\$175/sf	0 sf	\$0	14,200 sf	\$2,485,000	28,000 sf	\$4,900,000
Jail Remodeling / Floor Infill	\$325/sf	0 sf	\$0	0 sf	\$0	7,600 sf	\$2,470,000
Elevators	\$250,000 per	0	\$0	2	\$500,000	2	\$500,000
Sub Total Trade Costs			\$750,000		\$6,844,300		\$11,801,300
Phasing Contingency			110.00%		125.00%		125.00%
Design Contingency			120.00%		120.00%		110.00%
Other							
Construction Cost			\$990,000		\$10,270,000		\$16,230,000
Interim Relocation Costs			\$20,000		\$120,000		\$150,000
Furniture Allowance			\$60,000		\$150,000		\$360,000
Equipment Allowance			\$60,000		\$150,000		\$180,000
Technology Allowance			\$180,000		\$360,000		\$540,000
Project Contingency (10% of Construction)			\$99,000		\$1,027,000		\$1,623,000
Fees, Testing, Printing (10% of Construction)			\$99,000		\$1,027,000		\$1,623,000
Total Current Project Cost			\$1,508,000		\$13,104,000		\$20,706,000



WRIGHT COUNTY
 Courthouse Remodeling Feasibility Study
 May 24, 2016

POTENTIAL SCHEDULE



★ Denotes Opportunity for County Board Update / Approval

MEETING SIGN-IN SHEET

Project: Courts Feasibility Study Committee of the whole

Meeting Date: 5-24-16 3pm

Facilitator:

Place/Room: C118

Name	Title	Company	E-mail or contact info
Lee Kelly	Co. Courtingtor	WC	
Tim Dawl	Rust Mgr.	WC	
Alan Wilczek	Facilities Services Dr.	WC	
Drew Scherbel	Sheriff's office	WC	
Mike Mac Miller	Director	WCCS	
Margaret Munson	Program mg-	WCCS	
Brian Astleson	Chief Rep. C.A.	WC	
Michael Potter		WC	
McDuff		WC	
Sean Deringer	Sheriff's office	WC	
Monica Schumper	Court Adm.		
Jerry (T) Jones	Chief Judge	Washington city	
Christine Huson	Commissioner	W.C.	
Andy Dahlquist		Wold A&E	
Joel Dunning		Wold A&E	
Michael Cox		Wold A&E	
Geoff Tenney	Judge	WC	
Katey McPherson	JUDGE	WC	
Pat Sany	Board	WC	

COMMITTEE OF THE WHOLE
MINUTES
MAY 25, 2016

MEMBERS PRESENT: Sawatzke, Husom, Borrell, Potter, Daleiden and L. Kelly

OTHERS PRESENT: Figliuzzi, Hagerty, Berg, Schefers, Hoffman, Deringer, Hesse, Wilczek
Kevin Leuer, Branch Director-MN Dept. of Public Safety, Homeland Security &
Emergency Mgmt.
Kevin Reed, Deputy Director-MN Dept. of Public Safety, Homeland Security &
Emergency Mgmt.
Patrick McLaughlin, Program Administrator-MN Dept. of Public Safety,
Radiological Emergency Preparedness
Amy Hass, Senior Emergency Preparedness Coordinator-Xcel Energy
Lucas Anderson, EP Manager-Monticello Nuclear Plant

I. TRANSFER OF NUCLEAR EMERGENCY PREPAREDNESS DEPARTMENT TO THE EMERGENCY
MANAGER'S/SHERIFF'S DEPARTMENT

Figliuzzi said the purpose of the meeting is to discuss the transfer of Nuclear Emergency Preparedness to the Emergency Management in the Sheriff's Office. This is a result of informal discussions and of various drills this past year. Figliuzzi invited leadership of Homeland Security and Xcel to address the impacts of such a study or move.

Borrell voiced displeasure with how the request is being presented, as it appears the decision has been made without including the Commissioners. He said the Commissioners should have been brought up to speed. Figliuzzi asked the Board to consider the information being presented by individual departments. Kelly stated he directed Figliuzzi to use this forum.

Figliuzzi referenced a recent presentation to the County Board by Joe Kelly, Director of Homeland Security Emergency Management. The presentation related to the history of civil defense and regulatory requirements with FEMA and Homeland Security. She asked that the information be viewed as a backdrop to bringing this issue forward.

Figliuzzi said years ago when Civil Defense became a department, it was common for counties to combine that with a smaller office. Many times this was Veteran Services because of the size of the Department and the military experience of the Veteran Services Officer. When the Nuclear Plant came online in 1971 in Wright County, Nuclear Preparedness fell under the responsibility of the Civil Defense Director. Since that time, world events have changed the way in which threats are responded to. Counties have expanded duties to include protection in cases of hostile action or events. Nuclear response responsibilities have increased both at the State and Federal levels, including regulations and requirements.

Figliuzzi was hired 18 months ago. During the first 10 months, she estimates spending over 50% of her time on Nuclear Preparedness in addition to one staff member spending about 60% of their time. Both are accredited to do Veteran Services claims. There are times when their ability to serve veterans is affected by nuclear trainings, which they must attend to meet Federal, State and County requirements. She viewed separate Nuclear Preparedness and Emergency Management Offices as

an unnecessary level of redundancy. The two sets of Plans are interfaced and require an immense amount of collaboration, and there is an overlap in execution of the Plans. Figliuzzi referenced the conflicting priorities of Nuclear Preparedness and Veterans Services.

Figliuzzi said the Veterans Administration is expanding benefits to veterans. The challenge is that each time a benefit is added or expanded, it creates a natural influx of inquiries and benefits. The Veterans Administration is also quickening their pace on the backlog of appeals. One of the proposed changes is to reduce the appeal time from 360 days to 60 days. Figliuzzi will have 60 days to develop an appeal before it goes to Washington. She is consistently booked 3 weeks out for appointment. She questioned the ability to properly and fully serve with this change. Benefits are earned by veterans and they are entitled to them. However, she cannot compromise on the nuclear aspect. Having gone through an entire nuclear exercise cycle, she said the current structure is not sustainable long term. Adding additional staff to the Veteran Services Office is still a need even if the duties of nuclear preparedness is shifted. Volunteer assistance with a trained person has been utilized as well.

Sheriff Hagerty is receptive to bringing the Nuclear Preparedness under the Sheriff's Office but said it will require an additional staff person. He agreed there is a level of redundancy. When there is an emergency, the Sheriff's Office will respond. They follow a protocol to meet mandatory requirements. Borrell feels the redundancy is good. During an emergency, there could be other things going on that the Sheriff's Office needs to address. He does not feel nuclear should be handled by one person. Sheriff Hagerty responded that the Sheriff's Office currently has backup for Emergency Management to assure systems and protocols are followed.

Borrell said many counties do not have the Veterans Services Office as a department head. When this position was vacated a few years ago, there were discussions of Human Services taking over the position. He does not support that move. Discussion included the Statute requirement for a Deputy Director for Nuclear Preparedness. Figliuzzi thought it may be a logical transition for that position to take on nuclear aspects and duties to help alleviate the challenges her Office is facing.

Nuclear is currently in a two-year grant cycle through Homeland Security. Unspent monies (\$68,000) end on 6-30-16 and she has asked the State whether some of those dollars could be used to offset position costs. It was clarified that funds are paid through reimbursement for expenditures (i.e., the funds are not available if not used).

Representatives from Homeland Security and Emergency Management conveyed they will support the County's decision either way. Fiscally, their Office is committed to looking at how grant funds are spent and reallocated to enhance the program. Branch Director Leuer stated that discussions at the State level begin in July/August on their biennial budget. Grant funding is set up to accommodate the level of effort required under the Nuclear program. The program continues to change based on events such as 9/11 and Fukushima in Japan. Annual training is a Federal requirement. The State works to adjust budgets accordingly to assure the level of effort is recognized. Leuer said the State's biennial budget included grant funding in the amount of \$222,500 for Wright County. The grant funding is through Xcel Energy. This amount fluctuates based on nuclear exercises and drills. The funds are split between personnel and equipment, and there is the ability to minimally move within categories.

Sawatzke asked Figliuzzi to estimate the number of employees required for the Nuclear program based on time spent by the three employees in the Veterans Services/Nuclear Office. Figliuzzi said historically that number would be one. However, the last State cycle included a half event. With all

of the related regulatory and SOP changes, additional time was required. All meetings or drills required attendance by both Figliuzzi and Debbie Ernst. Based on review of the State's plan, the focus of these drills is expanding. With these changes, it would be more like 1.5-2 FTE's.

Daleiden questioned whether Xcel Energy works with Steve Berg, the County's Emergency Management Director. Hass stated that they work equally with Berg and Figliuzzi. Coordination meetings are held to discuss hazards and impacts on the Nuclear Plant. Hass said Xcel will support the County on its decision and will continue to fund the efforts 100% through the State's budget.

Daleiden said Figliuzzi's position will need to be discussed during budgets (points assigned). Sawatzke said the position held by Ernst is built strongly on Nuclear as well. In response to Sawatzke, Figliuzzi said that \$35,000/year of the grant funding is designated for wages. Leuer said total grant funding to Wright County for this biennium is \$302,000. That figure includes funding for other Wright County jurisdictions in Wright County. Wright County submits one combined bill for all jurisdictions for reimbursement. Leuer stated that funds not expended are not carried forward.

Deringer inquired as to the State-wide trend on Nuclear Preparedness and whether there are efficiencies realized with placing this responsibility under Emergency Management. Leuer stated that other counties who have radiological programs combined into Emergency Management place this under the Sheriff's Office. Statewide, they are seeing Sheriff's Offices taking a greater role. Counties with combined Nuclear and Veteran Services Office are struggling due to the demands on both sides. Sawatzke asked whether the Sheriff's Office can handle Nuclear Preparedness under Emergency Management with one additional staff member. Sheriff Hagerty thought so. Berg is currently receiving shared clerical and finance assistance. Interns are used when possible. Berg stated a Deputy Director is needed per Statute, and the person must be trained to qualify for salary reimbursement. Leuer said 120 hours of training is required to attain Deputy Director credentials. Continuing education adds about 24 hours every two years. Sawatzke noted that if Nuclear Preparedness moves to the Sheriff's Office, the County will need to fund that portion of Figliuzzi's salary.

Recommendation: Direct staff (Sheriff, Nuclear, and Human Resources) to work together to review budgets and job descriptions for Nuclear Preparedness. The job descriptions should include Deputy Director. That information will be brought to a future Committee Of The Whole Meeting.

Alan Wilczek	WC Administration
LUCAS ANDERSON	Xcel Energy, Monticello Nuclear
Amy Hass	Xcel Energy, Emergency Preparedness
Patrick McLaughlin	HSEM
KEVIN REED	HSEM
Kevin Leuer	IT SEM
Lounette Figliuzz	Wright County Nuclear/Vets Sue
Joe Hupertz	Wright Co Sheriff's
STEVE BERG	" " " EM
Carol Schefers	Wright County Public Health
Todd Hoffman	WCSC
SEAN DERINGER	WCSC
Sunny Hesse	Wright Co Administration
Pat Sawatzke	WC Board
Michael Potter	" "
CHARLIE BORRER	WC BOARD
Mark Daleiden	WC Board
Lee Kelly	WC Admin -

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

PERSONNEL COMMITTEE MINUTES
COUNTY BOARD
May 25, 2016

MEMBERS PRESENT: Husom, Sawatzke, Kelly

OTHERS PRESENT: S. Hesse, B. Hiivala, T. Vaith

I. Performance Review – Lee Kelly, County Coordinator

Recommendation: Based on three (3) reviews received, the Committee recommends a rating of “Meets Expectations”.

II. Hire Assistant Finance Director (Auditor/Treasurer Dept.) Above 12 Percent Of Beginning Hiring Range

The hiring panel interviewed ten (10) applicants. The top candidate currently works at Anoka County performing similar responsibilities, some at a higher level. Top two (2) applicants are both asking for middle of the salary range. The top candidate has the skills and experience to hit the ground running. Other applicants would take significant time to get up to speed. Applicant is requesting \$77,000 annually to start. Discussion ensued regarding salary compression issues with the Property Tax Administrator/Deputy A/T position which supervises the Assistant Finance Director. The committee recognizes the compression issues and concerns. However, due to the relevant experience this applicant brings to the Assistant Finance Director position, the Committee is willing to recommend a higher starting salary.

Recommendation: Approve offer up to 19.5% of the minimum of the Assistant Finance Director salary range. Start offer at \$74,000 not to exceed \$76,000.

WRIGHT COUNTY TECHNOLOGY COMMITTEE MINUTES

5/25/2016

MEMBERS PRESENT: Daleiden, Potter, Hawkins, Hiivala, Jobe, Partlow, Tagarro, Kelly

OTHERS PRESENT: Strobel, Nelson, Larson, Cooper, Goodrum-Schwartz

I. Board Video Retention

The minimum recommended retention for video is one year after the written minutes have been approved by the County Board. It was not known if anyone has gone back more than a few months to look at video. The Attorney's Office will be contacted to find out how far they have gone back to look at video.

Recommendation: Retention of 1 year after approval of minutes

II. RightFax

The consensus of the Departments was to switch to RightFax and eliminate all fax machines. With RightFax you can send and receive faxes from your computer. The initial cost to add all Departments to RightFax will be approx. \$30K. A yearly cost of \$2,500 will be added to the existing yearly cost of \$1,376 for the extra 9 channels that will be added. The yearly cost will be billed to Cost Code 100 and then charged to each Department depending on number of users.

Recommendation: Move forward with setting up all Departments with RightFax

III. Office 365

The IT Department has been working with Info-Tech Research Group gathering information on Office 365. Office 365 is a set of subscription plans that include access to Office applications plus other productivity services that are enabled over the Internet (cloud services). Instead of buying software licenses and maintaining for a period of time, Microsoft would charge Wright County a yearly fee to keep all Office 365 licensing current. Some of the benefits would be better communications, the availability of Skype for Business services and the latest version of updates always available. IT is running into a few stumbling blocks with the BCA approval of the product.

Recommendation: Keep moving forward with exploration of Office 365 – Information Only

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD.

WAYS AND MEANS COMMITTEE
MINUTES
MAY 25, 2016

MEMBERS PRESENT: Husom, Sawatzke, and L. Kelly

OTHERS PRESENT: Asleson, Cathleen Gabriel, CGW Law Office

I. CHIPS (Children In Need Of Protective Services) Contract

Attorney Cathleen Gabriel of the CGW Law Office contracts with Wright County for Child Protection cases. She presented a report on her 2015 cases at the 5-17-16 Wright County Board meeting.

Gabriel said her current contract ends 12-31-16. She averages 24 hours per week due to the increased number of cases and court time. Her contracted rate has been \$70 per hour at 20 hours per week for the last eight years.

Gabriel asked to start the new contract on 7-01-16 (instead of 1-01-17) at the current rate of \$70 per hour, and also increase the number of hours she works to 24 per week. The existing expense to the County is about \$72,800 annually. The additional hours would raise her compensation to \$87,360 per year.

Gabriel said many of her cases are resolved via mediation versus going to trial. This benefits both her clients and the County. She believes 24 hours per week will be sufficient to address her increased work load.

Sawatzke said the contract states that if neither party renews or cancels the contract by the end date, the contract automatically renews for another year. Asleson said the contract may be canceled by either party with thirty days' notice.

Recommendation: Authorize drafting new contract between Wright County and Cathleen Gabriel for Child Protection Services for the period of 7-01-16 through 12-31-19, at a rate of \$70 per hour, 24 hours per week.

WRIGHT COUNTY REQUEST FOR BOARD ACTION

_____ **BOARD MEETING DATE:** 6-7-16 _____ **CONSENT AGENDA:** _____

AMT. OF TIME REQUIRED: _____ **ITEM FOR CONSIDERATION:** _____ X _____

_____ **ADMINISTRATION** _____
 ORIGINATING DEPARTMENT/SERVICE

X **Lee Kelly** _____

 REQUESTOR'S SIGNATURE

 REVIEWED BY/DATE

BOARD ACTION REQUESTED:

Approve contract with Cathleen Gabriel for legal services on CHIPS (Children in need of Protective Services) cases

BACKGROUND/JUSTIFICATION:
 As recommended by the 5/25/16 Ways and Means Committee. Term of 7/1/2016 through 12/31/19. Not to exceed \$87,360 annually .

DATE/TIME RECEIVED IN ADMINISTRATION OFFICE:

COUNTY ATTORNEY REVIEW DATE:

FINANCIAL IMPLICATIONS: \$ _____

BUDGETED: _____ **YES** _____ **NO**

COUNTY COORDINATOR/DATE:

ADMINISTRATIVE RECOMMENDATION:

APPROVAL

DENIAL

NO RECOMMENDATION

FUNDING: _____ **LEVY** _____ **OTHER**

COMMENTS:

COMMENTS:

**CONTRACT FOR LEGAL SERVICES
CHILD PROTECTION**

THIS AGREEMENT made and entered into by and between the COUNTY OF WRIGHT (County) and CATHLEEN GABRIEL (Attorney), all of which are collectively referred to herein as “the Parties”

RECITALS

WHEREAS, the County wishes to contract with Attorney for the provision of professional legal services in representation of individuals in child protection cases in the District Court, Court of Appeals and the Minnesota Supreme Court.

WHEREAS, the Attorney is duly licensed, qualified, and willing to perform the services.

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Attorney agree as follows:

1) **Term**

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by the court in child protection cases during the period commencing **July 1, 2016, and terminating December 31, 2019.**

2) **Compensation**

The cost of this Agreement **shall be and not exceed \$ 87,360**, per calendar year, with \$43,680 as the compensation during the last six months of 2016. \$7,280 shall be paid each month to the Attorney commencing July 1, 2016.

3) **Services to be Provided**

The Attorney agrees to furnish legal services and representation in actions for parents, who do not have private attorneys, and who are deemed indigent by a district court Judge in child protection cases. If the Attorney believes there is a conflict of interest with the client then the Attorney shall decline or withdraw from representation. The County or District Court Judge will have to select another attorney to represent the party. This will be done at the County expense and have no financial impact on this Contract. The Attorney will follow all applicable rules of court when withdrawing from representation.

4) **Payment for Services**

Payment for services shall be made directly to the Attorney each month for services in the manner provided by law and day selected by the County in accordance with their procedures.

5) **Independent Contractor Status**

At all times and for all purposes hereunder, Attorney shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Contract shall be construed so as to find Attorney to be an employee of the County, and Attorney shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury or property damage claims.

Attorney's provision of services under this Contract shall not prevent attorney from accepting court appointments to provide legal counsel in matters outside the scope of this Contract. However, in the event of any conflict of interest presented by such representation by Attorney, provision of services under this Contract shall take precedence.

Attorney acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Attorney and that it is Attorney's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Attorney shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

Attorney is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

6) **Indemnification and Insurance**

The Attorney agrees to defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Attorney's performance or failure to adequately perform any obligations pursuant to this Contract. The Attorney shall carry malpractice insurance.

7) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Attorney because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules

implementing such act now in force or as adopted, as well as federal regulations on data privacy.

8) **Records Availability and Retention**

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Attorney agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Attorney and involve transactions relating to this Contract.

Attorney agrees to maintain these records for a period of six years from the date of termination of this Contract.

9) **Merger and Modification**

a) It is understood and agreed that the entire agreement between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

b) Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10) **Default and Cancellation**

a) If the Attorney fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Attorney's default is excused, the County, may, upon written notice, immediately cancel this Contract in its entirety.

b) This Contract may be cancelled with or without cause by either party upon thirty days' written notice.

11) **Subcontracting and Assignment**

Attorney shall be allowed to enter into any subcontract for performance of any services contemplated under this Contract with the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Attorney shall be responsible for the performance of all subcontractors. All

subcontractors shall hold a valid Minnesota attorney license and have the required expertise to represent individuals in child protection cases.

12) **Nondiscrimination**

During the performance of this Contract, the Attorney agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

13) **Renewal**

This Contract shall be automatically extended for an additional term of one year at the end of the term set out in Section 1, unless, on or before thirty (30) days prior to the end of the initial term or additional term, as the case may be, any party notifies the other party that it wishes to terminate the Contract at the end of such term.

IN WITNESS WHEREOF the County of Wright has caused this Contract to be signed by its duly authorized officers and the Attorney has hereunto set her hand.

Cathleen Gabriel
Attorney at Law

COUNTY OF WRIGHT, MINNESOTA

By: _____
Cathleen Gabriel

By: _____
Chairperson, County Board

Date: _____

By: _____
County Coordinator

Date: _____

WRIGHT COUNTY REQUEST FOR BOARD ACTION

_____ **BOARD MEETING DATE:** ___6/7/16___ **CONSENT AGENDA:** _____

AMT. OF TIME REQUIRED: _____ **ITEM FOR CONSIDERATION:** ___X___

<p>_____ ADMINISTRATION _____ ORIGINATING DEPARTMENT/SERVICE</p> <p>X _____ Lee Kelly _____ REQUESTOR'S SIGNATURE</p> <p>_____ REVIEWED BY/DATE</p>	<p>BOARD ACTION REQUESTED:</p> <p>Schedule Committee of the Whole to discuss Strategic Planning</p>
---	---

BACKGROUND/JUSTIFICATION:
Set a meeting to continue the ongoing strategic planning discussion started at the Commissioners retreat.

DATE/TIME RECEIVED IN ADMINISTRATION OFFICE:	COUNTY ATTORNEY REVIEW DATE:	FINANCIAL IMPLICATIONS: \$ _____ BUDGETED: _____ <div style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>
COUNTY COORDINATOR/DATE:	ADMINISTRATIVE RECOMMENDATION: <input type="checkbox"/> APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/> NO RECOMMENDATION	FUNDING: _____ <div style="text-align: right;"> <input type="checkbox"/> LEVY <input type="checkbox"/> OTHER </div>

COMMENTS:

COMMENTS:

SML7587
6/2/2016

2:32:01PM

*** WRIGHT COUNTY ***



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Page Break By: 1
1 - Page Break by Fund
2 - Page Break by Dept

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5	DEPT 2490 UNITED PARCEL SERVICE 01-005-000-0000-6205		1.39	COUNTY BOARD SHIPPING		POSTAGE
	2490 UNITED PARCEL SERVICE		1.39		1 Transactions	
5	DEPT Total:		1.39	COUNTY BOARD	1 Vendors	1 Transactions
13	DEPT 3782 BENSON/SHARON 01-013-000-0000-6270		100.00	COURT ADMINISTRATOR JV 15 3104 APPEARANCE 5/19/16		COURT APPOINTED COUNSEL
	3782 BENSON/SHARON		100.00		1 Transactions	
	4324 CORE PROFESSIONAL SERVICES PA 01-013-000-0000-6261		800.00	CR 15 4639 PSYCHOSEX ASSESS		PROFESSIONAL SERVICES
	4324 CORE PROFESSIONAL SERVICES PA		800.00		1 Transactions	
	4274 FEDERLE/SARAH 01-013-000-0000-6270 01-013-000-0000-6270		100.00 100.00	FA 12 2942 APPEARANCE 5/12/16 F9 03 050221 APPEARANCE		COURT APPOINTED COUNSEL COURT APPOINTED COUNSEL
	4274 FEDERLE/SARAH		200.00		2 Transactions	
	1203 GABRIEL/CATHLEEN 01-013-000-0000-6270 01-013-000-0000-6270		100.00 100.00	PR 16 2140 APPEARANCE 5/18/16 PR 16 326 APPEARANCE 5/25/16		COURT APPOINTED COUNSEL COURT APPOINTED COUNSEL
	1203 GABRIEL/CATHLEEN		200.00		2 Transactions	
	1511 HOWARD/JOLANTA 01-013-000-0000-6270 01-013-000-0000-6270 01-013-000-0000-6270 01-013-000-0000-6270		100.00 100.00 100.00 100.00	JV 16 854 APPEARANCE 5/25/2016 JV 16 2310 APPEARANCE 5/25/16 JV 16 854 APPEARANCE 5/12/16 JV 15 6264 APPEARANCE 5/25/16		COURT APPOINTED COUNSEL COURT APPOINTED COUNSEL COURT APPOINTED COUNSEL COURT APPOINTED COUNSEL
	1511 HOWARD/JOLANTA		400.00		4 Transactions	
	2773 TOLINS LLC/MILANA P 01-013-000-0000-6270		100.00	JV 15 3679 JV 16 1934 5/12/16		COURT APPOINTED COUNSEL
	2773 TOLINS LLC/MILANA P		100.00		1 Transactions	
	2490 UNITED PARCEL SERVICE 01-013-000-0000-6205		9.50	SHIPPING		POSTAGE

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2490	UNITED PARCEL SERVICE			9.50		1 Transactions	
13	DEPT Total:			1,809.50	COURT ADMINISTRATOR	7 Vendors	12 Transactions
25	DEPT				COURT SERVICES		
3702	ANOKA COUNTY FISCAL SERVICES 01-025-000-0000-6265			16,013.00	APRIL 2016 JUV DET FEES	632861	DETENTION
3702	ANOKA COUNTY FISCAL SERVICES			16,013.00		1 Transactions	
5721	CDW GOVERNMENT INC 01-025-000-0000-6620			484.74	MS SURFACE ACCESSORIES	CZC2309	COMPUTER OR SOFTWARE PURCHASES
	01-025-000-0000-6620			2,842.52	MS SURFACE BOOKS X2	CZR8767	COMPUTER OR SOFTWARE PURCHASES
	01-025-000-0000-6620			635.06	MS SURFACE WARRANTIES X2	DBL5656	COMPUTER OR SOFTWARE PURCHASES
5721	CDW GOVERNMENT INC			3,962.32		3 Transactions	
4829	DIERS/CARTER 01-025-000-0000-6331			408.00	816 MILES		TRAVEL
4829	DIERS/CARTER			408.00		1 Transactions	
273	FEDDEMA/TOM 01-025-000-0000-6331			296.00	592 MILES		TRAVEL
273	FEDDEMA/TOM			296.00		1 Transactions	
5486	MARCO 01-025-000-0000-6343			691.00	5/15-6/15/2016	305152506	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			691.00		1 Transactions	
4275	MINNESOTA MONITORING INC 01-025-000-0000-6265			310.25	APRIL 2016 JUV DET EHM FEES	2521	DETENTION
	01-025-000-0000-6261			28.00	HS APRIL HOUSE ARREST	2522	PROFESSIONAL SERVICES
4275	MINNESOTA MONITORING INC			338.25		2 Transactions	
6529	MN ASSN OF COUNTY PROBATION OFCRS 01-025-000-0000-6804			125.00	REGISTRATION FEE MILLER	01955	STAFF TRAINING
6529	MN ASSN OF COUNTY PROBATION OFCRS			125.00		1 Transactions	
4327	NENEKA BARREIRO INC 01-025-000-0000-6261			200.00	INTERPRETER FEES 86 JV 16 1501	5/13/16 28350	PROFESSIONAL SERVICES

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4327	NENEKA BARREIRO INC			200.00		1 Transactions	
3921	OFFICE DEPOT 01-025-000-0000-6411			50.21	SUPPLIES 838141466001		OPERATING SUPPLIES
3921	OFFICE DEPOT			50.21		1 Transactions	
1436	STREICHERS 01-025-000-0000-6621			24.99	DUTY BELT	11211124	FURNITURE & EQUIPMENT
1436	STREICHERS			24.99		1 Transactions	
1192	TOTAL PRINTING 01-025-000-0000-6411			115.00	ATTENDANCE RECORDS CARDS	10992	OPERATING SUPPLIES
1192	TOTAL PRINTING			115.00		1 Transactions	
2490	UNITED PARCEL SERVICE 01-025-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39		1 Transactions	
66638	VERNON COMPANY/THE 01-025-000-0000-6411			235.15	PERSONALIZED OFFICE PENS	2093412R1	OPERATING SUPPLIES
66638	VERNON COMPANY/THE			235.15		1 Transactions	
1538	WRIGHT COUNTY HIGHWAY DEPT 01-025-000-0000-6331			117.07	APRIL 2016 FUEL	489	TRAVEL
1538	WRIGHT COUNTY HIGHWAY DEPT			117.07		1 Transactions	
25	DEPT Total:			22,577.38	COURT SERVICES	14 Vendors	17 Transactions
31	DEPT				COUNTY COORDINATOR		
1264	DELL MARKETING LP 01-031-000-0000-6620			85.79	MONITOR	XJXFNCNW4	COMPUTER OR SOFTWARE PURCHASES
	01-031-000-0000-6620			959.92	MONITORS X8	XJXFXJ4D6	COMPUTER OR SOFTWARE PURCHASES
1264	DELL MARKETING LP			1,045.71		2 Transactions	
19621	ECM PUBLISHERS INC 01-031-000-0000-6235			74.00	SUBSCRIPTION BOARD OF COMM	7068	PUBLICATIONS & BROCHURES
19621	ECM PUBLISHERS INC			74.00		1 Transactions	
5486	MARCO						

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5486	MARCO 01-031-000-0000-6343		563.80 563.80	5/10-6/10/2016 1 Transactions	304771678	MACHINERY OR EQUIPMENT LEASES
284	MN COUNTIES COMPUTER COOPERATIVE 01-031-000-0000-6260		1,323.75	3RD QTR SUPPORT OPTIMUM HR	2Y1605013	SOFTWARE OR SYSTEMS SUPPORT
284	MN COUNTIES COMPUTER COOPERATIVE		1,323.75	1 Transactions		
3921	OFFICE DEPOT 01-031-000-0000-6411		50.79	SUPPLIES 841373227001		OPERATING SUPPLIES
	01-031-000-0000-6411		82.53	SUPPLIES 841374494001		OPERATING SUPPLIES
	01-031-000-0000-6620		262.17	SUPPLIES 839371968001		COMPUTER OR SOFTWARE PURCHASES
3921	OFFICE DEPOT		395.49	3 Transactions		
2291	STEARNS COUNTY AUDITOR-TREASURER 01-031-000-0000-6804		88.00	SUPERVISOR TRAINING HR DIR	2016263	STAFF TRAINING
2291	STEARNS COUNTY AUDITOR-TREASURER		88.00	1 Transactions		
2490	UNITED PARCEL SERVICE 01-031-000-0000-6205		1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		1.39	1 Transactions		
4076	WRIGHT COUNTY ADMINISTRATION 01-031-000-0000-6205		113.77	POSTAGE-PETTY CASH		POSTAGE
4076	WRIGHT COUNTY ADMINISTRATION		113.77	1 Transactions		
31	DEPT Total:		3,605.91	COUNTY COORDINATOR	8 Vendors	11 Transactions
41	DEPT			COUNTY AUDITOR-TREASURER		
5721	CDW GOVERNMENT INC 01-041-000-0000-6620		1,642.95	MS SURFACE BOOK	CWP7839	COMPUTER OR SOFTWARE PURCHASES
	01-041-000-0000-6620		324.57	MS SURFACE BOOK WARRANTY	CXH2201	COMPUTER OR SOFTWARE PURCHASES
	01-041-000-0000-6620		969.71	MS SURFACE PRO	CZS0912	COMPUTER OR SOFTWARE PURCHASES
	01-041-000-0000-6620		231.57	MS SURFACE PRO WARRANTY	DBL5565	COMPUTER OR SOFTWARE PURCHASES
5721	CDW GOVERNMENT INC		3,168.80	4 Transactions		
1264	DELL MARKETING LP 01-041-000-0000-6620		62.88	ADAPTER CABLES X2	XJXCNDM3	COMPUTER OR SOFTWARE PURCHASES
	01-041-000-0000-6620		1,700.50	COMPUTERS X2	XJXCN5JC1	COMPUTER OR SOFTWARE PURCHASES

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1264	DELL MARKETING LP			1,763.38		2 Transactions	
7337	GILLHAM/ALICIA KAY 01-041-000-0000-6331			56.50	113 MILES		TRAVEL
7337	GILLHAM/ALICIA KAY			56.50		1 Transactions	
5486	MARCO 01-041-000-0000-6343			744.72	5/15-6/15/2016	305152738	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			744.72		1 Transactions	
54030	PRECISION PRINTS OF WRIGHT CO 01-041-000-0000-6411			88.00	BUSINESS CARDS		OPERATING SUPPLIES
54030	PRECISION PRINTS OF WRIGHT CO			88.00		1 Transactions	
3986	SPRINT 01-041-000-0000-6203			135.73	763 238 3825 GILLMAN HS	880683316	TELEPHONE
3986	SPRINT			135.73		1 Transactions	
58254	ST CLOUD STAMP & SIGN INC 01-041-000-0000-6411			122.71	STAMPS X4 MV	186642	OPERATING SUPPLIES
58254	ST CLOUD STAMP & SIGN INC			122.71		1 Transactions	
2490	UNITED PARCEL SERVICE 01-041-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39		1 Transactions	
41	DEPT Total:			6,081.23	COUNTY AUDITOR-TREASURER	8 Vendors	12 Transactions
63	DEPT				IT (INFORMATIONAL TECHNOLOGY)		
4331	LARSON/SCOTT 01-063-000-0000-6331			34.00	68 MILES		TRAVEL
4331	LARSON/SCOTT			34.00		1 Transactions	
5486	MARCO 01-063-000-0000-6343			217.00	5/10-6/10/2016	304807571	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			217.00		1 Transactions	
3921	OFFICE DEPOT 01-063-000-0000-6411			73.28	SUPPLIES 840879687		OPERATING SUPPLIES

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3921	OFFICE DEPOT		73.28		1 Transactions	
3986	SPRINT 01-063-000-0000-6203		230.86	880683316		TELEPHONE
3986	SPRINT		230.86		1 Transactions	
2291	STEARNS COUNTY AUDITOR-TREASURER 01-063-000-0000-6804		44.00	SUPERVISOR TRAINING NELSON	2016262	STAFF TRAINING
2291	STEARNS COUNTY AUDITOR-TREASURER		44.00		1 Transactions	
2490	UNITED PARCEL SERVICE 01-063-000-0000-6261		1.39	SHIPPING		PROFESSIONAL SERVICES
2490	UNITED PARCEL SERVICE		1.39		1 Transactions	
63	DEPT Total:		600.53	IT (INFORMATIONAL TECHNOLOGY)	6 Vendors	6 Transactions
71	DEPT			ELECTIONS		
2490	UNITED PARCEL SERVICE 01-071-000-0000-6205		1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		1.39		1 Transactions	
71	DEPT Total:		1.39	ELECTIONS	1 Vendors	1 Transactions
91	DEPT			COUNTY ATTORNEY		
3601	ACCO BRANDS USA LLC 01-091-000-0000-6411		94.87	SUPPLIES	2524157	OPERATING SUPPLIES
	01-091-000-0000-6411		94.87	STRIPS	2524157	OPERATING SUPPLIES
3601	ACCO BRANDS USA LLC		189.74		2 Transactions	
3927	ASLESON/BRIAN J 01-091-000-0000-6205		12.90	REIMBURSE POSTAGE		POSTAGE
	01-091-000-0000-6334		49.20	98.4 MILES		MEALS
	01-091-000-0000-6334		8.00	REIMBURSE PARKING		MEALS
3927	ASLESON/BRIAN J		70.10		3 Transactions	
999999997	BECHTOLD/PATRICIA 01-091-000-0000-6809		42.40	WITNESS FEES STATE V BONDHUS		WITNESS FEES

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
999999997	BECHTOLD/PATRICIA			42.40		1 Transactions	
586	FRAZIER/TERRY 01-091-000-0000-6331			239.00	478 MILES		TRAVEL
586	FRAZIER/TERRY			239.00		1 Transactions	
999999997	HARBRON/CHRISTINE 01-091-000-0000-6809			33.87	WITNESS FEES STATE V BONDHUS		WITNESS FEES
999999997	HARBRON/CHRISTINE			33.87		1 Transactions	
292	HOHL/CYNTHIA J 01-091-000-0000-6205			46.05	POSTAGE REIMBURSEMENT		POSTAGE
292	HOHL/CYNTHIA J			46.05		1 Transactions	
4332	LYNDGAARD/PAUL 01-091-000-0000-6261			35.00	TRANSCRIPT STATE V WATSON		PROFESSIONAL SERVICES
4332	LYNDGAARD/PAUL			35.00		1 Transactions	
5486	MARCO 01-091-000-0000-6343			838.00	5/15-6/15/2016	305151896	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			838.00		1 Transactions	
1347	MN COUNTY ATTORNEYS ASSOCIATION 01-091-000-0000-6338			125.00	SEMINAR LARSON	200000727	CONFERENCES & MEETINGS
1347	MN COUNTY ATTORNEYS ASSOCIATION			125.00		1 Transactions	
2872	MN SUPREME COURT 01-091-000-0000-6245			516.00	ATTORNEY DUES X2		MEMBERSHIPS, DUES & FEES
2872	MN SUPREME COURT			516.00		1 Transactions	
3921	OFFICE DEPOT 01-091-000-0000-6411 01-091-000-0000-6411			12.29 352.61	SUPPLIES 839507157001 SUPPLIES 839507062001		OPERATING SUPPLIES OPERATING SUPPLIES
3921	OFFICE DEPOT			364.90		2 Transactions	
3986	SPRINT 01-091-000-0000-6203			98.74	880683316		TELEPHONE
3986	SPRINT			98.74		1 Transactions	

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2490	UNITED PARCEL SERVICE 01-091-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39	1 Transactions		
2293	WILLIS/KARI 01-091-000-0000-6331			22.00	44 MILES		TRAVEL
2293	WILLIS/KARI			22.00	1 Transactions		
91	DEPT Total:			2,622.19	COUNTY ATTORNEY	14 Vendors	18 Transactions
100	DEPT				OTHER GENERAL GOVERNMENT		
2022	AMERICAN TOWER CORPORATION 01-100-000-0000-6305			216.99	ARMER INFLATION ADJ 2ND QTR	2192974	800MHZ MAINTENANCE EXPENSE
2022	AMERICAN TOWER CORPORATION			216.99	1 Transactions		
3422	DAHL/TIM 01-100-000-0000-6332			26.69	REIMBURSE FUEL/CAR WASH	#6904	FLEET VEHICLE USAGE
3422	DAHL/TIM			26.69	1 Transactions		
6617	DAHLEN, DWYER & FOLEY, INC 01-100-000-0000-6261			3,500.00	APPRAISAL REPORT EMMA KRUMB	16032	PROFESSIONAL SERVICES
6617	DAHLEN, DWYER & FOLEY, INC			3,500.00	1 Transactions		
2185	HANCE UTILITY SERVICES INC 01-100-000-0000-6605			131.65	LOCATING SERVICES LEC 4/14/16	22810	SITE IMPROVEMENTS-COURTHOUSE
2185	HANCE UTILITY SERVICES INC			131.65	1 Transactions		
106	HILL/ROSS 01-100-000-0000-6912			39.47	REIMBURSE SAFETY SHOES		SAFETY PROGRAM
106	HILL/ROSS			39.47	1 Transactions		
2468	MADDEN GALANTER HANSEN LLP 01-100-000-0000-6261			105.00	APRIL 2016 ARBITRATION		PROFESSIONAL SERVICES
	01-100-000-0000-6261			833.03	APRIL 2016 LABOR RELATIONS		PROFESSIONAL SERVICES
2468	MADDEN GALANTER HANSEN LLP			938.03	2 Transactions		
3965	MN COUNTIES INS TRUST 01-100-000-0000-6353			156.00	COMM INLAND MARINE EQP	165107	LIABILITY INSURANCE
	01-100-000-0000-6353			257.00	COMM INLAND MARINE EQP	168107	LIABILITY INSURANCE

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3965	MN COUNTIES INS TRUST 01-100-000-0000-6353		6,901.00 7,314.00	BUSINESS AUTO 2015 ANNUAL ADJ 3 Transactions	317107	LIABILITY INSURANCE
4121	RTS DRUG TESTING 01-100-000-0000-6261		300.00 300.00	RANDOM DRUG TESTS X2 1 Transactions	8102	PROFESSIONAL SERVICES
3983	ST MICHAEL AUTO BODY SHOP 01-100-000-0000-6353		1,244.20 1,244.20	REPAIRS #843 2015 SEDAN 1 Transactions	42916	LIABILITY INSURANCE
4326	STUDIO 299 01-100-000-0000-6261		393.75 393.75	WRIGHT CTY LOGO UPDATE 1 Transactions	1760	PROFESSIONAL SERVICES
7520	VALUATION GROUP/THE 01-100-000-0000-6261		500.00 500.00	PROGRESS BILL HOLIDAY INN 1 Transactions	51816	PROFESSIONAL SERVICES
100	DEPT Total:		14,604.78	OTHER GENERAL GOVERNMENT	11 Vendors	14 Transactions
101	DEPT			COUNTY RECORDER		
5486	MARCO 01-101-000-0000-6343		177.00 177.00	5/10-6/10/2016 1 Transactions	304802572	MACHINERY OR EQUIPMENT LEASES
3986	SPRINT 01-101-000-0000-6203		49.30 49.30	880683316 1 Transactions		TELEPHONE
2490	UNITED PARCEL SERVICE 01-101-000-0000-6205		1.39 1.39	SHIPPING 1 Transactions		POSTAGE
101	DEPT Total:		227.69	COUNTY RECORDER	3 Vendors	3 Transactions
103	DEPT			SURVEYOR		
607	BUFF N GLO INC					

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
			Accr		Service Dates	Paid On Bhf #	On Behalf of Name
607	607	01-103-000-0000-6452		9.10	CAR WASHES		VEHICLE MAINTENANCE
		01-103-000-0000-6452		9.10		1 Transactions	
1987	1987	01-103-000-0000-6411		2,671.25	SURVEY MARKERS	3492	OPERATING SUPPLIES
		01-103-000-0000-6411		2,671.25		1 Transactions	
2490	2490	01-103-000-0000-6205		1.39	SHIPPING		POSTAGE
		01-103-000-0000-6205		1.39		1 Transactions	
1538	1538	01-103-000-0000-6233		135.33	COPYING	475	PHOTOCOPYING
		01-103-000-0000-6451		270.82	FUEL	475	FUEL - LUBE ETC
		01-103-000-0000-6452		43.46	PARTS	475	VEHICLE MAINTENANCE
		01-103-000-0000-6452		87.38	LABOR	475	VEHICLE MAINTENANCE
		01-103-000-0000-6452		87.38		4 Transactions	
103	DEPT Total:			3,218.73	SURVEYOR	4 Vendors	7 Transactions
105	DEPT				ASSESSOR		
3772	3772	01-105-000-0000-6331		41.00	82 MILES		TRAVEL
		01-105-000-0000-6338		165.79	REIMBURSE CONFERENCE LODGING		CONFERENCES & MEETINGS
		01-105-000-0000-6338		165.79		2 Transactions	
5486	5486	01-105-000-0000-6343		341.00	5/15-6/15/2016		MACHINERY OR EQUIPMENT LEASES
		01-105-000-0000-6343		341.00		1 Transactions	
284	284	01-105-000-0000-6804		300.00	ASSESSORS TRAINING X4	2Y1605015	STAFF TRAINING
		01-105-000-0000-6804		300.00		1 Transactions	
4289	4289	01-105-000-0000-6804		200.00	REIMBURSE SUMMER SEMINAR		STAFF TRAINING
		01-105-000-0000-6804		200.00		1 Transactions	
3921	3921						

*** **WRIGHT COUNTY** ***



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-105-000-0000-6411			52.95	SUPPLIES 839278152001		OPERATING SUPPLIES
	01-105-000-0000-6411			28.79	SUPPLIES 839278152002		OPERATING SUPPLIES
	01-105-000-0000-6411			99.97	SUPPLIES 840400467001		OPERATING SUPPLIES
	01-105-000-0000-6411			10.13	SUPPLIES 840400251001		OPERATING SUPPLIES
3921	OFFICE DEPOT			191.84		4	Transactions
5860	RASMUSON/ANTHONY						
	01-105-000-0000-6804			187.00	REIMBURSE USPAP CE		STAFF TRAINING
5860	RASMUSON/ANTHONY			187.00		1	Transactions
3986	SPRINT						
	01-105-000-0000-6203			79.98	880683316		TELEPHONE
3986	SPRINT			79.98		1	Transactions
6392	TRIPLETT/KEITH						
	01-105-000-0000-6804			187.00	REIMBURSE CONTINUING ED		STAFF TRAINING
6392	TRIPLETT/KEITH			187.00		1	Transactions
2490	UNITED PARCEL SERVICE						
	01-105-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39		1	Transactions
5811	XEROX BUSINESS SERVICES LLC						
	01-105-000-0000-6260			2,935.00	APEX SOFTWARE MAINT	1268827	SOFTWARE OR SYSTEMS SUPPORT
5811	XEROX BUSINESS SERVICES LLC			2,935.00		1	Transactions
105	DEPT Total:			4,630.00	ASSESSOR	10 Vendors	14 Transactions
107	DEPT				PLANNING AND ZONING		
1344	MARCO						
	01-107-000-0000-6343			185.15	STAPLES COPY MACHINE	3360399	MACHINERY OR EQUIPMENT LEASES
1344	MARCO			185.15		1	Transactions
5486	MARCO						
	01-107-000-0000-6343			426.50	5/15-6/15/2016	304953326	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			426.50		1	Transactions
2429	MID-AMERICA BUSINESS SYSTEMS						
	01-107-000-0000-6261			125.00	SUPPORT SERVICES NETLABELS	738026	PROFESSIONAL SERVICES

*** **WRIGHT COUNTY** ***



Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2429	MID-AMERICA BUSINESS SYSTEMS		125.00		1 Transactions	
3921	OFFICE DEPOT					
	01-107-000-0000-6411		13.48	SUPPLIES 840628185001		OPERATING SUPPLIES
	01-107-000-0000-6411		193.34	SUPPLIES 840621486001		OPERATING SUPPLIES
	01-107-000-0000-6411		25.07	SUPPLIES 839282092001		OPERATING SUPPLIES
	01-107-000-0000-6411		124.57	SUPPLIES 839280545001		OPERATING SUPPLIES
3921	OFFICE DEPOT		356.46		4 Transactions	
3986	SPRINT					
	01-107-000-0000-6203		32.30	880683316		TELEPHONE
3986	SPRINT		32.30		1 Transactions	
2372	STEPHENS/BILL					
	01-107-000-0000-6331		41.00	82 MILES		TRAVEL
2372	STEPHENS/BILL		41.00		1 Transactions	
2490	UNITED PARCEL SERVICE					
	01-107-000-0000-6205		1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		1.39		1 Transactions	
4728	WOODFORD/MICHAEL					
	01-107-000-0000-6331		65.00	130 MILES		TRAVEL
4728	WOODFORD/MICHAEL		65.00		1 Transactions	
1538	WRIGHT COUNTY HIGHWAY DEPT					
	01-107-000-0000-6451		331.43	FUEL		FUEL - LUBE ETC
	01-107-000-0000-6452		74.07	LABOR/PARTS		VEHICLE MAINTENANCE
1538	WRIGHT COUNTY HIGHWAY DEPT		405.50		2 Transactions	
107	DEPT Total:		1,638.30	PLANNING AND ZONING	9 Vendors	13 Transactions
111	DEPT			BUILDING CARE		
5974	CENTER POINT ENERGY					
	01-111-000-0000-6409		1,204.42	7915763		JAIL/LEC FUEL FOR BUILDING
	01-111-000-0000-6410		310.14	5767681		FUEL FOR BUILDINGS
	01-111-000-0000-6410		2,816.65	5871994		FUEL FOR BUILDINGS
5974	CENTER POINT ENERGY		4,331.21		3 Transactions	

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5196	CLIMATE AIR 01-111-000-0000-6301		2,000.00	REPAIRS COOLING UNIT HHSC	37443	REPAIRS & MAINTENANCE
5196	CLIMATE AIR		2,000.00	1 Transactions		
396	COMMUNITY LAWN CARE 01-111-000-0000-6302		162.00	LAWN SPRAYING LEC	2525521	JAIL/LEC REPAIRS AND MAINTENANCE
396	COMMUNITY LAWN CARE		162.00	1 Transactions		
2519	CROTEAU PLUMBING 01-111-000-0000-6301		366.00	REPAIRS TOILET GC	9340	REPAIRS & MAINTENANCE
	01-111-000-0000-6301		752.21	REPAIRS AIR HAMMER ARRESTOR GC	9341	REPAIRS & MAINTENANCE
2519	CROTEAU PLUMBING		1,118.21	2 Transactions		
2143	DAIKIN APPLIED 01-111-000-0000-6301		749.10	REPAIRS CHILLER GC	3093462	REPAIRS & MAINTENANCE
2143	DAIKIN APPLIED		749.10	1 Transactions		
7565	ELECTRIC MOTOR SERVICE INC 01-111-000-0000-6301		2,652.05	HIGH EFFICIENCY MOTOR GC	216727	REPAIRS & MAINTENANCE
7565	ELECTRIC MOTOR SERVICE INC		2,652.05	1 Transactions		
3531	GRANITE PEST CONTROL SERVICES 01-111-000-0000-6301		117.00	MAY-JULY SERVICE GC	72283	REPAIRS & MAINTENANCE
	01-111-000-0000-6301		94.00	MAY-JULY SERVICE PW	72284	REPAIRS & MAINTENANCE
	01-111-000-0000-6302		120.00	MAY-JULY SERVICE LEC	72285	JAIL/LEC REPAIRS AND MAINTENANCE
3531	GRANITE PEST CONTROL SERVICES		331.00	3 Transactions		
1991	H M CRAGG CO 01-111-000-0000-6301		1,575.00	BATTERY INSPECTION GC	0186806IN	REPAIRS & MAINTENANCE
1991	H M CRAGG CO		1,575.00	1 Transactions		
2001	HILLYARD INC - MINNEAPOLIS 01-111-000-0000-6411		3,171.15	SUPPLIES	602077365	OPERATING SUPPLIES
	01-111-000-0000-6411		78.30	SUPPLIES	602081031	OPERATING SUPPLIES
	01-111-000-0000-6412		3,243.00	SUPPLIES	602084558	JAIL/LEC OPERATING SUPPLIES
	01-111-000-0000-6412		64.56	SUPPLIES	602086158	JAIL/LEC OPERATING SUPPLIES
2001	HILLYARD INC - MINNEAPOLIS		6,557.01	4 Transactions		
4406	HIRSHFIELDS DECORATING CENTER					

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4406	HIRSHFIELDS DECORATING CENTER			49.68	PAINT GC	30035596	REPAIRS & MAINTENANCE
				49.68	1 Transactions		
2693	LOBERG ELECTRIC			70.00	REPAIRS BALLAST GC	23948	REPAIRS & MAINTENANCE
				70.00	1 Transactions		
7510	MENARDS - BUFFALO			38.87	SUPPLIES	13129	JAIL/LEC REPAIRS AND MAINTENANCE
				38.87	1 Transactions		
2285	METRO GROUP INC/THE			484.00	VAPORENE GC	453701	OPERATING SUPPLIES
				968.00	VAPORENE GC	453849	OPERATING SUPPLIES
				1,452.00	2 Transactions		
6836	MN ELEVATOR INC			9,454.00	REPAIRS ELEVATOR	662704	REPAIRS & MAINTENANCE
				9,454.00	1 Transactions		
3921	OFFICE DEPOT			52.23	SUPPLIES 839456997001		OPERATING SUPPLIES
				52.23	1 Transactions		
6140	RUSSELL SECURITY RESOURCE INC			1,035.00	REPAIRS STEEL DOOR PWB	27528	REPAIRS & MAINTENANCE
				1,080.00	REPAIR HHSC DOORS	27529	REPAIRS & MAINTENANCE
				2,115.00	2 Transactions		
3986	SPRINT			517.20	880683316		JAIL/LEC TELEPHONE
				517.20	1 Transactions		
3687	VOSS LIGHTING			59.60	LIGHT BULBS GC	1528532000	OPERATING SUPPLIES
				59.60	1 Transactions		
1951	WALMART COMMUNITY RFCS LLC			25.28	SUPPLIES		OPERATING SUPPLIES

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-111-000-0000-6411			47.85	SUPPLIES		OPERATING SUPPLIES
1951	WALMART COMMUNITY RFCS LLC			73.13		2 Transactions	
3741	WASTE MANAGEMENT OF WI-MN						
	01-111-000-0000-6251			1,238.98	DUMPSTER SERVICE HHSC 6/1/16	691933915932	UTILITY SERVICES
	01-111-000-0000-6251			817.16	DUMPSTER SERVICE GC 6/1/16	691936115936	UTILITY SERVICES
3741	WASTE MANAGEMENT OF WI-MN			2,056.14		2 Transactions	
111	DEPT Total:			35,413.43	BUILDING CARE	20 Vendors	32 Transactions
121	DEPT				VETERANS SERVICE		
1038	ANNANDALE ADVOCATE INC						
	01-121-000-0000-6411			34.00	SUBSCRIPTION VETS	36191	OPERATING SUPPLIES
1038	ANNANDALE ADVOCATE INC			34.00		1 Transactions	
358	ERNST/DEBBIE						
	01-121-000-0000-6331			2.50	5 MILES		TRAVEL
358	ERNST/DEBBIE			2.50		1 Transactions	
3857	KEEPER OF THE STATIONERY						
	01-121-000-0000-6411			100.00	FLAGS FOR COUNTY FAIR X5		OPERATING SUPPLIES
3857	KEEPER OF THE STATIONERY			100.00		1 Transactions	
3986	SPRINT						
	01-121-000-0000-6203			37.99	880683316		TELEPHONE
3986	SPRINT			37.99		1 Transactions	
2490	UNITED PARCEL SERVICE						
	01-121-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39		1 Transactions	
121	DEPT Total:			175.88	VETERANS SERVICE	5 Vendors	5 Transactions
201	DEPT				SHERIFF		
6263	BIG TIME TOWING						
	01-201-000-0000-6261			275.00	16012815	3825	PROFESSIONAL SERVICES
6263	BIG TIME TOWING			275.00		1 Transactions	

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
608	BP AMOCO 01-201-000-0000-6451			443.61	FUEL 4/20-5/19/2016	47456734	FUEL - LUBE ETC
608	BP AMOCO			443.61	1 Transactions		
607	BUFF N GLO INC 01-201-000-0000-6452			79.30	APRIL 2016 CAR WASHES		VEHICLE MAINTENANCE
607	BUFF N GLO INC			79.30	1 Transactions		
3254	CENTRACARE HEALTH MONTICELLO 01-201-000-0000-6261			346.08	SANE EXAM ICR 16011935	22021359902	PROFESSIONAL SERVICES
3254	CENTRACARE HEALTH MONTICELLO			346.08	1 Transactions		
631	CENTRAL FIRE PROTECTION 01-201-000-0000-6301			193.50	FIRE EXTINGUISHER MAINT	35273	REPAIRS & MAINTENANCE
631	CENTRAL FIRE PROTECTION			193.50	1 Transactions		
7339	COUNTRY CHEVROLET 01-201-000-0000-6633			16,196.00	NEW SQUAD #144620 2015 IMPALA	2501Q	VEHICLES PURCHASED
	01-201-000-0000-6633			14,319.00	NEW SQUAD #169628 2015 IMPALA	2510Q	VEHICLES PURCHASED
7339	COUNTRY CHEVROLET			30,515.00	2 Transactions		
814	HAGERTY/JOSEPH 01-201-000-0000-6338			400.00	NSA 2016 SUMMER CONF	1028591	CONFERENCES & MEETINGS
814	HAGERTY/JOSEPH			400.00	1 Transactions		
4817	HERALD JOURNAL PUBLISHING INC 01-201-000-0000-6261			0.74	UNCLAIMED ITEMS NOTICES	3142016	PROFESSIONAL SERVICES
4817	HERALD JOURNAL PUBLISHING INC			0.74	1 Transactions		
4008	HOLIDAY COMPANIES 01-201-000-0000-6452			852.50	CAR WASHES 05/1-06/1/2016	25001061650	VEHICLE MAINTENANCE
4008	HOLIDAY COMPANIES			852.50	1 Transactions		
33159	INDIANHEAD SPECIALTY CO INC 01-201-000-0000-6411			12.50	NAME PLATE	362204	OPERATING SUPPLIES
33159	INDIANHEAD SPECIALTY CO INC			12.50	1 Transactions		
5473	JERRYS TOWING & REPAIR 01-201-000-0000-6261			145.00	16013633	025530	PROFESSIONAL SERVICES

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
5473	JERRYS TOWING & REPAIR 01-201-000-0000-6261			175.00 320.00	16014241	027577	PROFESSIONAL SERVICES
					2 Transactions		
7366	KARELS TOWING 01-201-000-0000-6261			167.00	16013204		PROFESSIONAL SERVICES
7366	KARELS TOWING			167.00		1 Transactions	
5486	MARCO 01-201-000-0000-6343			1,032.00	5/15-6/15/2016	304953474	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			1,032.00		1 Transactions	
3588	NEOPOST USA INC 01-201-000-0000-6205			66.32	RENT/MAINT METER 6/15-7/14/16	53912850	POSTAGE
3588	NEOPOST USA INC			66.32		1 Transactions	
626	NORTH STAR AWARDS & TROPHIES 01-201-000-0000-6261			7.50	NAME PLATE	6917	PROFESSIONAL SERVICES
626	NORTH STAR AWARDS & TROPHIES			7.50		1 Transactions	
3921	OFFICE DEPOT 01-201-000-0000-6411			4.59	SUPPLIES 840915121001		OPERATING SUPPLIES
	01-201-000-0000-6411			74.72	SUPPLIES 839690479001		OPERATING SUPPLIES
	01-201-000-0000-6411			463.92	SUPPLIES 840914861001		OPERATING SUPPLIES
	01-201-000-0000-6411			5.56	SUPPLIES 839690479002		OPERATING SUPPLIES
3921	OFFICE DEPOT			548.79		4 Transactions	
6161	PERFORMANCE KENNELS INC 01-201-000-0000-6261			103.20	K9 MAINT	2789	PROFESSIONAL SERVICES
6161	PERFORMANCE KENNELS INC			103.20		1 Transactions	
2615	PETERSON'S TOWING & RECOVERY 01-201-000-0000-6261			161.00	16012902	7229	PROFESSIONAL SERVICES
2615	PETERSON'S TOWING & RECOVERY			161.00		1 Transactions	
54030	PRECISION PRINTS OF WRIGHT CO 01-201-000-0000-6235			94.00	AWARD CERTIFICATES	98116	PUBLICATIONS & BROCHURES
54030	PRECISION PRINTS OF WRIGHT CO			94.00		1 Transactions	
3089	SCUBA CENTER						

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3089	SCUBA CENTER 01-201-000-0000-6412		418.88 418.88	DIVE EQUIP RETROFIT	21066566	B&W OPERATING SUPPLIES
				1 Transactions		
1425	SHI INTERNATIONAL CORP 01-201-000-0000-6411		83.80	USB FLASH DRIVES PRO SHOT	4947294	OPERATING SUPPLIES
1425	SHI INTERNATIONAL CORP		83.80			
				1 Transactions		
3986	SPRINT 01-201-000-0000-6203		149.97	EQUIPMENT		TELEPHONE
	01-201-000-0000-6203		3,035.84	880683316		TELEPHONE
	01-201-000-0000-6203		0.03-	CREDIT		TELEPHONE
	01-201-000-0000-6203		9.05	763 458 6001		TELEPHONE
	01-201-000-0000-6203		13.99-	CREDIT		TELEPHONE
	01-201-000-0000-6301		2,960.46	271188815 DATA CARDS 4/15-5/14	271188815102	REPAIRS & MAINTENANCE
3986	SPRINT		6,141.30			
				6 Transactions		
5712	T & M TOWING AND SNOW PLOWING 01-201-000-0000-6261		95.00	16012762	60269	PROFESSIONAL SERVICES
5712	T & M TOWING AND SNOW PLOWING		95.00			
				1 Transactions		
99	TRANSLANGUAGES LLC 01-201-000-0000-6261		100.00	ICR 16006894 INTERPRETING	160423	PROFESSIONAL SERVICES
	01-201-000-0000-6261		100.00	ICR 16011968 INTERPRETING	160513	PROFESSIONAL SERVICES
99	TRANSLANGUAGES LLC		200.00			
				2 Transactions		
2490	UNITED PARCEL SERVICE 01-201-000-0000-6205		16.13	SHIPPING	140177216	POSTAGE
2490	UNITED PARCEL SERVICE		16.13			
				1 Transactions		
68	USPCA REGION 12 01-201-000-0000-6804		115.00	K9 CERTIFY COTTEN		STAFF TRAINING
	01-201-000-0000-6804		115.00	K9 CERTIFY TESTER		STAFF TRAINING
68	USPCA REGION 12		230.00			
				2 Transactions		
1951	WALMART COMMUNITY RFCS LLC 01-201-000-0000-6411		30.44	SUPPLIES		OPERATING SUPPLIES
1951	WALMART COMMUNITY RFCS LLC		30.44			
				1 Transactions		

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
201	DEPT Total:			42,833.59	SHERIFF	27 Vendors	39 Transactions
250	DEPT				SHERIFF-CORRECTIONS		
4268	ABBOTT NORTHWESTERN HOSPITAL						
	01-250-000-0000-6458			95.52	MEDICAL TESTS DOC 11/13/15	XRQ309226Z01	JAIL MEDICAL
	01-250-000-0000-6458			95.60	MEDICAL TESTS DOC 04/4/16	XRQ372958Z01	JAIL MEDICAL
	01-250-000-0000-6458			95.60	MEDICAL TESTS DOC 4/5/16	XRQ373620Z01	JAIL MEDICAL
	01-250-000-0000-6458			14.39	MEDICAL TESTS SHER 04/20/16	XRQ380856Z01	JAIL MEDICAL
4268	ABBOTT NORTHWESTERN HOSPITAL			301.11			4 Transactions
6158	ARAMARK SERVICES INC						
	01-250-000-0000-6459			8,033.06	INMATE MEALS 05/12-05/18/2016	2007233110	LAW ENFORCE-JAIL FOOD-LAUNDRY
6158	ARAMARK SERVICES INC			8,033.06			1 Transactions
6648	GCS SERVICE INC						
	01-250-000-0000-6459			2,057.36	REPAIRS GARBAGE DISPOSAL	94266901	LAW ENFORCE-JAIL FOOD-LAUNDRY
	01-250-000-0000-6459			322.13	REPAIRS REPLACE MOTOR	94266903	LAW ENFORCE-JAIL FOOD-LAUNDRY
6648	GCS SERVICE INC			2,379.49			2 Transactions
4323	KLEIN BANK						
	01-250-000-0000-6411			82.34	DUPLICATE DEPOSIT TICKETS	100	OPERATING SUPPLIES
4323	KLEIN BANK			82.34			1 Transactions
38401	LANTTO/LILIA						
	01-250-000-0000-6261			82.80	SPANISH INTERPRETER SERV 4/15	050516	PROFESSIONAL SERVICES
38401	LANTTO/LILIA			82.80			1 Transactions
5486	MARCO						
	01-250-000-0000-6343			586.00	5/10-6/10/2016	304810526	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			586.00			1 Transactions
2463	MN SAFETY COUNCIL						
	01-250-000-0000-6804			284.10	FIRST AID INSTRUCTOR KIT	43323	STAFF TRAINING
2463	MN SAFETY COUNCIL			284.10			1 Transactions
6915	OFFICE OF MN IT SERVICES						
	01-250-000-0000-6261			50.92	VOICE SERVICES APRIL 2016	W16040644	PROFESSIONAL SERVICES
6915	OFFICE OF MN IT SERVICES			50.92			1 Transactions

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2085	STATE WIDE PROTECTIVE AGENCY 01-250-000-0000-6261			2,443.75	HOSPITAL SECURITY INMATE	161377	PROFESSIONAL SERVICES
2085	STATE WIDE PROTECTIVE AGENCY			2,443.75	1 Transactions		
2767	SUBURBAN EMERGENCY ASSOCIATES PA 01-250-000-0000-6458			125.87	INMATE MEDICAL 04/24/16	20208927X001	JAIL MEDICAL
2767	SUBURBAN EMERGENCY ASSOCIATES PA			125.87	1 Transactions		
929	TW VENDING INC 01-250-000-0000-6411			118.90	MICR TONER CHECK PRINTER	44546	OPERATING SUPPLIES
929	TW VENDING INC			118.90	1 Transactions		
250	DEPT Total:			14,488.34	SHERIFF-CORRECTIONS	11 Vendors	15 Transactions
521	DEPT				PARKS		
3858	ALBION ACRES BAIT 01-521-000-0000-6807			75.50	BAIT FOR RESALE	001724	MATERIALS FOR RE-SALE - POP ETC.
3858	ALBION ACRES BAIT			75.50	1 Transactions		
5974	CENTER POINT ENERGY 01-521-000-0000-6251			23.87	5856799 1		UTILITY SERVICES - ELECTRICITY
	01-521-000-0000-6251			26.00	5856795 9		UTILITY SERVICES - ELECTRICITY
5974	CENTER POINT ENERGY			49.87	2 Transactions		
3879	COLLINWOOD COMMUNITY LAKE ASSOCI 01-521-000-0000-6245			35.00	ANNUAL MEMBERSHIP DUES		MEMBERSHIPS, DUES & FEES
3879	COLLINWOOD COMMUNITY LAKE ASSOCI			35.00	1 Transactions		
1660	CROP PRODUCTION SERVICES INC 01-521-000-0000-6550			534.24	HERBICIDE	29983391	VEGETATION MANAGEMENT
1660	CROP PRODUCTION SERVICES INC			534.24	1 Transactions		
4315	ELITE LIFT TRUCK INC 01-521-000-0000-6452			53.35	BELT #657	48769	VEHICLE MAINTENANCE
4315	ELITE LIFT TRUCK INC			53.35	1 Transactions		
194	ELK RIVER MUNICIPAL UTILITIES 01-521-000-0000-6251			36.81	ELECTRIC SERVICE	3179	UTILITY SERVICES - ELECTRICITY

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
194	ELK RIVER MUNICIPAL UTILITIES			36.81		1 Transactions	
3270	FIRST CHOICE- ST CLOUD						
	01-521-000-0000-6807			48.25	RESALE ITEMS	2105082845	MATERIALS FOR RE-SALE - POP ETC.
	01-521-000-0000-6807			38.15	RESALE ITEMS	2105083156	MATERIALS FOR RE-SALE - POP ETC.
3270	FIRST CHOICE- ST CLOUD			86.40		2 Transactions	
2524	GREEN VIEW INC						
	01-521-000-0000-6117			29.76	GREENVIEW PAYMENT	12312015	CONTRACT CARETAKERS
2524	GREEN VIEW INC			29.76		1 Transactions	
2982	HEGLE DOOR CO						
	01-521-000-0000-6301			171.00	REPAIRS GARAGE DOOR	19374	REPAIRS & MAINTENANCE
2982	HEGLE DOOR CO			171.00		1 Transactions	
2001	HILLYARD INC - MINNEAPOLIS						
	01-521-000-0000-6301			93.60	SUPPLIES	602087814	REPAIRS & MAINTENANCE
2001	HILLYARD INC - MINNEAPOLIS			93.60		1 Transactions	
4148	JOINT POWERS WATER BOARD						
	01-521-000-0000-6251			61.20	STORM WATER FEES		UTILITY SERVICES - ELECTRICITY
4148	JOINT POWERS WATER BOARD			61.20		1 Transactions	
2810	LAKE RESTORATION INC						
	01-521-000-0000-6261			500.00	PERMIT FEE	143033	PROFESSIONAL SERVICES
2810	LAKE RESTORATION INC			500.00		1 Transactions	
1290	MAPLE LAKE LUMBER COMPANY						
	01-521-000-0000-6301			12.11	SUPPLIES	121798	REPAIRS & MAINTENANCE
1290	MAPLE LAKE LUMBER COMPANY			12.11		1 Transactions	
1706	MARTIN MARIETTA MATERIALS						
	01-521-000-0000-6301			228.80	CLASS 2 AGGREGATE	17639458	REPAIRS & MAINTENANCE
1706	MARTIN MARIETTA MATERIALS			228.80		1 Transactions	
7510	MENARDS - BUFFALO						
	01-521-000-0000-6301			12.59	SUPPLIES	13044	REPAIRS & MAINTENANCE
	01-521-000-0000-6301			16.45	SUPPLIES	13069	REPAIRS & MAINTENANCE
	01-521-000-0000-6301			31.95	SUPPLIES	13193	REPAIRS & MAINTENANCE

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
7510	MENARDS - BUFFALO			60.99		3 Transactions	
6832	MINI BIFF LLC 01-521-000-0000-6301			145.35	PORTATOILET SERVICE	77911	REPAIRS & MAINTENANCE
6832	MINI BIFF LLC			145.35		1 Transactions	
1592	MOORE & MOORE WATER TREATMENT 01-521-000-0000-6301			300.00	SPRING START UP WATER SOFTNER	15587	REPAIRS & MAINTENANCE
1592	MOORE & MOORE WATER TREATMENT			300.00		1 Transactions	
3696	RUNNING'S SUPPLY INC 01-521-000-0000-6411			16.99	SUPPLIES	00331487143	OPERATING SUPPLIES
3696	RUNNING'S SUPPLY INC			16.99		1 Transactions	
3986	SPRINT 01-521-000-0000-6203			59.37	880683316		TELEPHONE
3986	SPRINT			59.37		1 Transactions	
2587	SUPERIOR STRIPING INC 01-521-000-0000-6301			810.00	PARKING LOT STRIPING	39191	REPAIRS & MAINTENANCE
2587	SUPERIOR STRIPING INC			810.00		1 Transactions	
227	TWIN CITY SEED COMPANY 01-521-000-0000-6411			1,019.45	GRASS SEED TURF PROJECTS	37440	OPERATING SUPPLIES
	01-521-000-0000-6411			372.00	GRASS SEED TRAILS	37444	OPERATING SUPPLIES
227	TWIN CITY SEED COMPANY			1,391.45		2 Transactions	
2490	UNITED PARCEL SERVICE 01-521-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39		1 Transactions	
1951	WALMART COMMUNITY RFCS LLC 01-521-000-0000-6450			95.11	SUPPLIES		RECREATION PROGRAMS
	01-521-000-0000-6807			7.04	CREDIT		MATERIALS FOR RE-SALE - POP ETC.
	01-521-000-0000-6807			56.40	SUPPLIES		MATERIALS FOR RE-SALE - POP ETC.
	01-521-000-0000-6807			6.35	SUPPLIES		MATERIALS FOR RE-SALE - POP ETC.
1951	WALMART COMMUNITY RFCS LLC			150.82		4 Transactions	
3741	WASTE MANAGEMENT OF WI-MN						

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3741	WASTE MANAGEMENT OF WI-MN			1,438.01	REFUSE HAULING X15	691937715932	REPAIRS & MAINTENANCE
					1 Transactions		
4433	XCEL ENERGY						
	01-521-000-0000-6251			1,051.65	51 4402454 4	502561368	UTILITY SERVICES - ELECTRICITY
4433	XCEL ENERGY			1,051.65			
					1 Transactions		
521	DEPT Total:			7,393.66	PARKS	25 Vendors	33 Transactions
603	DEPT				EXTENSION		
5486	MARCO						
	01-603-000-0000-6343			416.40	5/10-6/10/2016	304810492	MACHINERY OR EQUIPMENT LEASES
5486	MARCO			416.40			
					1 Transactions		
3921	OFFICE DEPOT						
	01-603-000-0000-6244			19.43	SUPPLIES 840654608001		PROGRAM EXPENSES
	01-603-000-0000-6244			82.47	SUPPLIES 841541980001		PROGRAM EXPENSES
	01-603-000-0000-6244			3.55	SUPPLIES 840654610001		PROGRAM EXPENSES
	01-603-000-0000-6244			32.72	SUPPLIES 840654609001		PROGRAM EXPENSES
	01-603-000-0000-6411			63.98	SUPPLIES 841689082001		OPERATING SUPPLIES
3921	OFFICE DEPOT			202.15			
					5 Transactions		
2490	UNITED PARCEL SERVICE						
	01-603-000-0000-6205			1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE			1.39			
					1 Transactions		
603	DEPT Total:			619.94	EXTENSION	3 Vendors	7 Transactions
1	Fund Total:			162,543.86	GENERAL REVENUE FUND		260 Transactions

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
227	DEPT			DRUG ABUSE PREVENTION		
1951	WALMART COMMUNITY RFCS LLC 02-227-000-0000-6413		317.42	SUPPLIES		DRUG EDUCATION EXPENSES
1951	WALMART COMMUNITY RFCS LLC		317.42		1 Transactions	
227	DEPT Total:		317.42	DRUG ABUSE PREVENTION	1 Vendors	1 Transactions
282	DEPT			NUCLEAR POWER PLANT		
2609	CENTURYLINK 02-282-000-0000-6203		712.77	763 682 0210 136		TELEPHONE
2609	CENTURYLINK		712.77		1 Transactions	
5507	CUB FOODS 02-282-000-0000-6338		12.49	REFRESHMENTS MEETING		CONFERENCES & MEETINGS
	02-282-000-0000-6338		29.58	REFRESHMENTS TRAINING		CONFERENCES & MEETINGS
5507	CUB FOODS		42.07		2 Transactions	
358	ERNST/DEBBIE 02-282-000-0000-6338		62.50	125 MILES		CONFERENCES & MEETINGS
358	ERNST/DEBBIE		62.50		1 Transactions	
6915	OFFICE OF MN IT SERVICES 02-282-000-0000-6203		64.36	EOC PHONE LINES APRIL 2016	16040643	TELEPHONE
6915	OFFICE OF MN IT SERVICES		64.36		1 Transactions	
3986	SPRINT 02-282-000-0000-6859		172.01	880683316		MISCELLANEOUS EXPENSES
3986	SPRINT		172.01		1 Transactions	
2490	UNITED PARCEL SERVICE 02-282-000-0000-6205		1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		1.39		1 Transactions	
4628	VERIZON WIRELESS 02-282-000-0000-6203		167.45	CELL PHONES EOC	9765178779	TELEPHONE
4628	VERIZON WIRELESS		167.45		1 Transactions	

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*** WRIGHT COUNTY ***



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

2 RESERVES FUND

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
282	DEPT Total:		1,222.55	NUCLEAR POWER PLANT	7 Vendors 8 Transactions
2	Fund Total:		1,539.97	RESERVES FUND	9 Transactions

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
310	DEPT			HIGHWAY ADMINISTRATION		
525	CENTURYLINK 03-310-000-0000-6203		147.11	3 INTERNET SHOPS 060716	430864594	TELEPHONE
525	CENTURYLINK		147.11	1 Transactions		
3921	OFFICE DEPOT 03-310-000-0000-6409		53.12	OFFICE SUPPLIES 060716	840748352001	OFFICE SUPPLIES
	03-310-000-0000-6409		299.97	OFFICE SUPPLIES 060716	841465877001	OFFICE SUPPLIES
	03-310-000-0000-6409		2.82	OFFICE SUPPLIES 060716	841552342001	OFFICE SUPPLIES
3921	OFFICE DEPOT		355.91	3 Transactions		
3986	SPRINT 03-310-000-0000-6203		124.25	880683316		TELEPHONE
3986	SPRINT		124.25	1 Transactions		
2490	UNITED PARCEL SERVICE 03-310-000-0000-6205		1.39	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		1.39	1 Transactions		
2487	WINDSTREAM 03-310-000-0000-6203		184.50	3 LINES 763-658-1570 060716	091562156	TELEPHONE
2487	WINDSTREAM		184.50	1 Transactions		
1383	WRIGHT HENNEPIN COOP ELEC ASSN 03-310-000-0000-6385		22.95	DATA RM SEC ALARM 060716	5014631400	DATA PROCESSING
1383	WRIGHT HENNEPIN COOP ELEC ASSN		22.95	1 Transactions		
310	DEPT Total:		836.11	HIGHWAY ADMINISTRATION	6 Vendors	8 Transactions
320	DEPT			HIGHWAY ENGINEERING		
321	BRAUN INTERTEC CORPORATION 03-320-000-0000-6505		160.00	PROF SERVICES 060716	BO58904	CONSULTANT FEES
321	BRAUN INTERTEC CORPORATION		160.00	1 Transactions		
6272	GALE-TEC ENGINEERING INC 03-320-000-0000-6505		581.60	PROF SERV ON 12 060716	2506	CONSULTANT FEES
	03-320-000-0000-6505		12,234.00	PROF SERVICES ON 37 060716	2508	CONSULTANT FEES
6272	GALE-TEC ENGINEERING INC		12,815.60	2 Transactions		

***** WRIGHT COUNTY *****



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
7510	MENARDS - BUFFALO 03-320-000-0000-6503		29.98	KNEEPADS-ACCT32030263 060716	13070	ENGINEERING FIELD SUPPLIES
	03-320-000-0000-6502		25.78	CUTTING WHEEL ACCT32030 060716	13192	ENGINEERING EQUIPMENT
7510	MENARDS - BUFFALO		55.76	2 Transactions		
4230	MULLER/MICHAEL S 03-320-000-0000-6606		400.00	PROJ 1371 PERM ROW 060716		PERMANENT ROW LAND ACQUISITION
4230	MULLER/MICHAEL S		400.00	1 Transactions		
1523	WRIGHT COUNTY SURVEYOR 03-320-000-0000-6506		1,392.23	PLAT # 69 PREP 060716	20160526	APPRAISAL & AQUISITION FEES
	03-320-000-0000-6506		14,674.43	PLAT # 71 PREP 060716	20160531	APPRAISAL & AQUISITION FEES
1523	WRIGHT COUNTY SURVEYOR		16,066.66	2 Transactions		
4231	WRIGHT-HENN ATTN WAYNE BAUERNSCH 03-320-000-0000-6606		1,920.00	PROJ 1371 PERM ROW 060716		PERMANENT ROW LAND ACQUISITION
4231	WRIGHT-HENN ATTN WAYNE BAUERNSCH		1,920.00	1 Transactions		
320	DEPT Total:		31,418.02	HIGHWAY ENGINEERING	6 Vendors	9 Transactions
325	DEPT			HIGHWAY CONSTRUCTION		
4230	MULLER/MICHAEL S 03-325-000-0000-6508		600.00	PROJ 1371 TEMP RENTAL 060716		TEMPORARY ROW EASEMENT/DAMAGES
4230	MULLER/MICHAEL S		600.00	1 Transactions		
4231	WRIGHT-HENN ATTN WAYNE BAUERNSCH 03-325-000-0000-6508		200.00	PROJ 1371 TEMP RENTAL 060716		TEMPORARY ROW EASEMENT/DAMAGES
4231	WRIGHT-HENN ATTN WAYNE BAUERNSCH		200.00	1 Transactions		
325	DEPT Total:		800.00	HIGHWAY CONSTRUCTION	2 Vendors	2 Transactions
330	DEPT			HIGHWAY MAINTENANCE		
594	3 D SPECIALTIES INC 03-330-000-0000-6539		20,142.00	SQ TUBE POSTS 060716	452069	TRAFFIC CONTROL
594	3 D SPECIALTIES INC		20,142.00	1 Transactions		
1199	BUFFALO COUNTRY STORE 03-330-000-0000-6540		11.80	STRAWBALE FOR 106 DITCH 060716	4661278	COUNTY WIDE CULVERT PROJECTS

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1199	BUFFALO COUNTRY STORE		11.80		1 Transactions	
525	CENTURYLINK 03-330-000-0000-6543		28.55	SIGNAL LIGHTS 060716	314117353	TRAFFIC SIGNALS
525	CENTURYLINK		28.55		1 Transactions	
609	DESIGN ELECTRICAL INC-COLD SPRING E 03-330-000-0000-6543		2,950.49	SIGNAL REPAIR 060716	2895	TRAFFIC SIGNALS
	03-330-000-0000-6543		90.00	SIGNAL REPAIR 060716	2896	TRAFFIC SIGNALS
	03-330-000-0000-6543		90.00	SIGNAL REPAIR 060716	2896	TRAFFIC SIGNALS
	03-330-000-0000-6543		116.75	SIGNAL REPAIR 060716	2897	TRAFFIC SIGNALS
	03-330-000-0000-6543		135.00	SIGNAL REPAIR 060716	2902	TRAFFIC SIGNALS
	03-330-000-0000-6543		2,162.37	SIGNAL REPAIRS 060716	3063	TRAFFIC SIGNALS
609	DESIGN ELECTRICAL INC-COLD SPRING E		5,544.61		6 Transactions	
194	ELK RIVER MUNICIPAL UTILITIES 03-330-000-0000-6543		14.40	LIGHT ON CR 36 060716	C#22826	TRAFFIC SIGNALS
	03-330-000-0000-6543		14.40	LIGHT ON CR 42 060716	C#22826	TRAFFIC SIGNALS
	03-330-000-0000-6543		16.90	LIGHT ON CR 37 060716	C#22827	TRAFFIC SIGNALS
	03-330-000-0000-6543		16.90	LIGHT ON CR 42 060716	C#22827	TRAFFIC SIGNALS
194	ELK RIVER MUNICIPAL UTILITIES		62.60		4 Transactions	
4634	FASTENAL COMPANY 03-330-000-0000-6696		206.81	TOOLS - MNBUF 060716	63711	HWY MAINT MINOR FIELD EQUIP
4634	FASTENAL COMPANY		206.81		1 Transactions	
4222	GARLOCK NORTH 03-330-000-0000-6536		1,494.60	CRS2 OIL 060716	266607	CUTBACK OILS
	03-330-000-0000-6536		996.40	CRS2 OIL 060716	266707	CUTBACK OILS
	03-330-000-0000-6536		1,205.75	CRS2 OIL 060716	266798	CUTBACK OILS
	03-330-000-0000-6536		1,163.35	CRS2 OIL 060716	266909	CUTBACK OILS
4222	GARLOCK NORTH		4,860.10		4 Transactions	
925	HANCOCK CONCRETE PRODUCTS LLC 03-330-000-0000-6540		984.00	EYE BOLTS 060716	1206814	COUNTY WIDE CULVERT PROJECTS
	03-330-000-0000-6540		1,920.00	L BOLTS 060716	1206814	COUNTY WIDE CULVERT PROJECTS
	03-330-000-0000-6540		422.40	FILTER CLOTH 060716	1206814	COUNTY WIDE CULVERT PROJECTS
925	HANCOCK CONCRETE PRODUCTS LLC		3,326.40		3 Transactions	

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2074	HELGESON/NATE 03-330-000-0000-6804		750.00	TUITION REIMBURSEMENT 060716		STAFF TRAINING
2074	HELGESON/NATE		750.00	1 Transactions		
1721	M-R SIGN COMPANY INC 03-330-000-0000-6539		179.99	ADOPT A HWY SIGN 060716	190434	TRAFFIC CONTROL
1721	M-R SIGN COMPANY INC		179.99	1 Transactions		
1706	MARTIN MARIETTA MATERIALS 03-330-000-0000-6535		1,334.21	ROCK 060716	17639452	ROCK & RIPRAP
	03-330-000-0000-6535		213.73	1/4 CHIP ROCK 060716	17716280	ROCK & RIPRAP
1706	MARTIN MARIETTA MATERIALS		1,547.94	2 Transactions		
1343	MONTICELLO/CITY OF 03-330-000-0000-6553		1,052.10	2016 STREET MAINT AGMT 060716	0018839	MISCELLANEOUS CONTRACTS
	03-330-000-0000-6553		1,480.75	2016 STREET MAINT AGMT 060716	0018839	MISCELLANEOUS CONTRACTS
	03-330-000-0000-6553		25,838.87	2016 STREET MAINT AGMT 060716	0018839	MISCELLANEOUS CONTRACTS
1343	MONTICELLO/CITY OF		28,371.72	3 Transactions		
3515	RCM SPECIALTIES INC 03-330-000-0000-6536		2,106.00	CRS2 OIL 060716	5498	CUTBACK OILS
	03-330-000-0000-6536		915.20	CRS2 OIL 060716	5499	CUTBACK OILS
3515	RCM SPECIALTIES INC		3,021.20	2 Transactions		
3707	SPECIALTY TURF & AG 03-330-000-0000-6540		560.50	CULVERT WORK 060716	145317	COUNTY WIDE CULVERT PROJECTS
3707	SPECIALTY TURF & AG		560.50	1 Transactions		
2291	STEARNS COUNTY AUDITOR-TREASURER 03-330-000-0000-6338		88.00	TRAINING-NATE HELGESON 060716	00000261	CONFERENCES & MEETINGS
2291	STEARNS COUNTY AUDITOR-TREASURER		88.00	1 Transactions		
3938	TAPCO 03-330-000-0000-6539		357.66	SQ POSTS 060716	1527019	TRAFFIC CONTROL
3938	TAPCO		357.66	1 Transactions		
3576	TRUENORTH STEEL 03-330-000-0000-6540		3,672.00	CULV INV BL0000004761 060716	SEE DESC	COUNTY WIDE CULVERT PROJECTS

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3576	TRUENORTH STEEL			3,672.00		1 Transactions	
4433	XCEL ENERGY 03-330-000-0000-6543			10.33	LIGHT S HAV 16000 ST 55 060716	5100110828526	TRAFFIC SIGNALS
4433	XCEL ENERGY			10.33		1 Transactions	
330	DEPT Total:			72,742.21	HIGHWAY MAINTENANCE	18 Vendors	35 Transactions
340	DEPT				HIGHWAY SHOP MAINTENANCE		
6156	AMERIPRIDE SERVICES 03-340-000-0000-6411			49.41	SHOP SUPPLIES WEEK 5-17 060716	00782831	OPERATING SUPPLIES
	03-340-000-0000-6599			26.84	RUGS - WEEK 5-17 060716	00782831	BUILDING MAINTENANCE-P.W.BLDG.
	03-340-000-0000-6411			49.41	SHOP SUPPLIES WEEK 5-24 060716	00785323	OPERATING SUPPLIES
	03-340-000-0000-6411			9.59	RUGS WEEK 5-24 060716	00785323	OPERATING SUPPLIES
	03-340-000-0000-6411			49.41	SHOP SUPPLIES 5/31 060716	00787890	OPERATING SUPPLIES
	03-340-000-0000-6599			26.84	RUGS 5/31 060716	00787890	BUILDING MAINTENANCE-P.W.BLDG.
6156	AMERIPRIDE SERVICES			211.50		6 Transactions	
5857	AQUA GREEN LAWNS 03-340-000-0000-6599			295.00	STARTUP SYSTEM 060716	114758	BUILDING MAINTENANCE-P.W.BLDG.
5857	AQUA GREEN LAWNS			295.00		1 Transactions	
4858	BUFFALO AUTO VALUE 03-340-000-0000-6571			98.44	BATTERIES 060716	82107530	BATTERIES
	03-340-000-0000-6571			80.99	BUFFALO AUTO VALUE-PART 060716	82107691	BATTERIES
	03-340-000-0000-6571			285.98	BATTERIES 060716	82108324	BATTERIES
4858	BUFFALO AUTO VALUE			465.41		3 Transactions	
7544	CENTRA SOTA COOPERATIVE - BUFFALO 03-340-000-0000-6563			2,308.90	DIESEL FUEL 060716	6200228	DIESEL
	03-340-000-0000-6564			15,688.04	UNLEADED TANKER 060716	8103321	UNLEADED GASOLINE
7544	CENTRA SOTA COOPERATIVE - BUFFALO			17,996.94		2 Transactions	
1925	CHAMBERLAIN OIL CO 03-340-000-0000-6568			963.60	MOTOR OIL 060716	160584	OIL, LUBES
1925	CHAMBERLAIN OIL CO			963.60		1 Transactions	
1783	CNH INDUSTRIAL CAPITAL PRODUCTIVITY 03-340-000-0000-6574			199.98	PARTS-5043931119101198 060716	ID29187	REPAIR PARTS

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1783	CNH INDUSTRIAL CAPITAL PRODUCTIVITY		199.98		1 Transactions	
1118	CULLIGAN OF BUFFALO 03-340-000-0000-6599		94.60	BUFFALO PWB SERV MAY 19 060716	8697-6	BUILDING MAINTENANCE-P.W.BLDG.
1118	CULLIGAN OF BUFFALO		94.60		1 Transactions	
377	CWP ENTERPRISE INC 03-340-000-0000-6574		79.63	REPAIR PARTS 060716	2858	REPAIR PARTS
377	CWP ENTERPRISE INC		79.63		1 Transactions	
2812	GRAINGER 03-340-000-0000-6574		20.50	PARTS-INV 9109404120 060716		REPAIR PARTS
2812	GRAINGER		20.50		1 Transactions	
3162	GRANITE ELECTRONICS 03-340-000-0000-6560		451.79	INSTALL RADIO IN GRATOR 060716	01195	RADIO COMMUNICATION
3162	GRANITE ELECTRONICS		451.79		1 Transactions	
6365	HOGLUND BUS CO INC 03-340-000-0000-6574		30.33	REPAIR PARTS 060716	787007	REPAIR PARTS
6365	HOGLUND BUS CO INC		30.33		1 Transactions	
3053	LUBE TECH ESI 03-340-000-0000-6411		44.56	GAS PUMP SUPPLIES 060716	10933	OPERATING SUPPLIES
3053	LUBE TECH ESI		44.56		1 Transactions	
600	MORRIES PARTS & SERVICE GROUP 03-340-000-0000-6574		121.91	MORRIES FORD-PARTS 060716	501003FOW	REPAIR PARTS
	03-340-000-0000-6574		20.85	REPAIR PARTS 060716	501013FOW	REPAIR PARTS
	03-340-000-0000-6574		471.76	PARTS 060716	CS748020	REPAIR PARTS
	03-340-000-0000-6575		418.00	OUTSIDE LABOR 060716	CS748020	OUTSIDE LABOR
	03-340-000-0000-6575		135.03	OUTSIDE LABOR 060716	CS748050	OUTSIDE LABOR
	03-340-000-0000-6575		181.88	MORRIES FORD-LABOR 060716	CS749760	OUTSIDE LABOR
600	MORRIES PARTS & SERVICE GROUP		1,349.43		6 Transactions	
4873	NORTHERN SAFETY TECHNOLOGY 03-340-000-0000-6574		540.40	REPAIR PARTS 060716	41157	REPAIR PARTS
4873	NORTHERN SAFETY TECHNOLOGY		540.40		1 Transactions	

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
595	O'REILLY AUTO PARTS 03-340-000-0000-6574		23.82	PARTS - INV 1524- 060716	167610	REPAIR PARTS
595	O'REILLY AUTO PARTS		23.82	1 Transactions		
3921	OFFICE DEPOT 03-340-000-0000-6599		49.38	BLDG MAINT - TOWELS 060716	841552342001	BUILDING MAINTENANCE-P.W.BLDG.
3921	OFFICE DEPOT		49.38	1 Transactions		
2316	OTSEGO/CITY OF 03-340-000-0000-6596		81.14	SHOP WATER/SEWER 060716	2810000	UTILITIES-OUTLYING SHOPS
2316	OTSEGO/CITY OF		81.14	1 Transactions		
1756	ROAD MACHINERY & SUPPLIES CO 03-340-000-0000-6574		538.99	REPAIR PARTS 060716	SO9993	REPAIR PARTS
1756	ROAD MACHINERY & SUPPLIES CO		538.99	1 Transactions		
926	ROYAL TIRE INC 03-340-000-0000-6570		485.22	TIRES 060716	1-607465	TIRES
	03-340-000-0000-6570		448.03	TIRES 060716	1-607466	TIRES
926	ROYAL TIRE INC		933.25	2 Transactions		
270	RYAN CHEVROLET 03-340-000-0000-6574		61.31	RYAN CHEV-PART CARAVAN 060716	220892	REPAIR PARTS
270	RYAN CHEVROLET		61.31	1 Transactions		
3631	VARITECH INDUSTRIES INC 03-340-000-0000-6574		20,459.90	APEX TANK FR LAKE 060716	1007787	REPAIR PARTS
3631	VARITECH INDUSTRIES INC		20,459.90	1 Transactions		
888	WASTE MANAGEMENT-TC WEST 03-340-000-0000-6599		536.23	PWB GARBAGE 060716	1593-4	BUILDING MAINTENANCE-P.W.BLDG.
	03-340-000-0000-6597		60.49	OTSEGO GARBAGE 060716	1593-5	BUILDING MAINTENANCE-OUTLYING SHO
888	WASTE MANAGEMENT-TC WEST		596.72	2 Transactions		
1785	WAVERLY/CITY OF 03-340-000-0000-6596		107.91	WAV SHOP WATER/SEWER 060716	0200000260004	UTILITIES-OUTLYING SHOPS
1785	WAVERLY/CITY OF		107.91	1 Transactions		

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 3 ROAD AND BRIDGE FUND

*** WRIGHT COUNTY ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>
					<u>On Behalf of Name</u>
340	DEPT Total:		45,596.09	HIGHWAY SHOP MAINTENANCE	23 Vendors 38 Transactions
380	DEPT			UNALLOCATED NON-HIGHWAY OPERAT	
	7325 CLEARWATER TOWNSHIP				
	03-380-000-0000-6862		20,368.78	2016 TOWN RD DISTR. 060716	TOWN ROAD ACCOUNT
	7325 CLEARWATER TOWNSHIP		20,368.78	1 Transactions	
	2812 GRAINGER				
	03-380-000-0000-6520		136.32	HARDHATS- 9122841688 060716	SEE DESC SAFETY PROGRAM & SUPPLIES
	2812 GRAINGER		136.32	1 Transactions	
380	DEPT Total:		20,505.10	UNALLOCATED NON-HIGHWAY OPERAT	2 Vendors 2 Transactions
3	Fund Total:		171,897.53	ROAD AND BRIDGE FUND	94 Transactions

*** WRIGHT COUNTY ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
420	DEPT			FINANCIAL SERVICES		
2468	MADDEN GALANTER HANSEN LLP 11-420-600-0020-6264		73.98	APRIL 2016 LABOR RELATIONS HHS		LABOR NEGOTIATIONS
2468	MADDEN GALANTER HANSEN LLP		73.98	1 Transactions		
2490	UNITED PARCEL SERVICE 11-420-600-0020-6205		0.42	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		0.42	1 Transactions		
420	DEPT Total:		74.40	FINANCIAL SERVICES	2 Vendors	2 Transactions
430	DEPT			SOCIAL SERVICES		
2468	MADDEN GALANTER HANSEN LLP 11-430-700-0020-6264		133.16	APRIL 2016 LABOR RELATIONS HHS		LABOR NEGOTIATIONS
2468	MADDEN GALANTER HANSEN LLP		133.16	1 Transactions		
2490	UNITED PARCEL SERVICE 11-430-700-0020-6205		0.71	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		0.71	1 Transactions		
430	DEPT Total:		133.87	SOCIAL SERVICES	2 Vendors	2 Transactions
450	DEPT			PUBLIC HEALTH SERVICES		
2468	MADDEN GALANTER HANSEN LLP 11-450-430-0020-6264		39.46	APRIL 2016 LABOR RELATIONS HHS		LABOR NEGOTIATIONS
2468	MADDEN GALANTER HANSEN LLP		39.46	1 Transactions		
2490	UNITED PARCEL SERVICE 11-450-430-0020-6205		0.26	SHIPPING		POSTAGE
2490	UNITED PARCEL SERVICE		0.26	1 Transactions		
450	DEPT Total:		39.72	PUBLIC HEALTH SERVICES	2 Vendors	2 Transactions
11	Fund Total:		247.99	HUMAN SERVICES FUND		6 Transactions

*** **WRIGHT COUNTY** ***



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

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
393	DEPT				S.C.O.R.E.		
1774	DYNAMIC RECYCLING 20-393-000-0000-6801			3,392.28	ELECTRONICS RECYCLING	17880	MISCELLANEOUS EXPENSE
1774	DYNAMIC RECYCLING			3,392.28	1 Transactions		
4330	FRONTIER FIRE PROTECTION INC 20-393-000-0000-6801			240.00	REPAIRS FIRE SUPPRESSION	7173	MISCELLANEOUS EXPENSE
	20-393-000-0000-6801			1,750.00	REPAIRS COMPRESSOR REPLACE	7211	MISCELLANEOUS EXPENSE
4330	FRONTIER FIRE PROTECTION INC			1,990.00	2 Transactions		
3141	LAPLANT DEMO INC 20-393-000-0000-6801			332.50	SCRAP METAL TRANSPORT	42989	MISCELLANEOUS EXPENSE
3141	LAPLANT DEMO INC			332.50	1 Transactions		
3528	OSI ENVIRONMENTAL INC 20-393-000-0000-6801			55.00	ANTIFREEZE RECYCLING	2057762	MISCELLANEOUS EXPENSE
	20-393-000-0000-6801			850.00	OIL/ANTIFREEZE MIX RECYCLING	2057762	MISCELLANEOUS EXPENSE
	20-393-000-0000-6801			50.00	OIL FILTER RECYCLING	2057762	MISCELLANEOUS EXPENSE
3528	OSI ENVIRONMENTAL INC			955.00	3 Transactions		
5539	ULINE 20-393-000-0000-6801			96.53	HHW SUPPLIES	77220455	MISCELLANEOUS EXPENSE
5539	ULINE			96.53	1 Transactions		
1507	VICTOR TOWNSHIP 20-393-000-0000-6801			646.00	2015 4TH QTR RECYCLING		MISCELLANEOUS EXPENSE
1507	VICTOR TOWNSHIP			646.00	1 Transactions		
393	DEPT Total:			7,412.31	S.C.O.R.E.	6 Vendors	9 Transactions
20	Fund Total:			7,412.31	WASTE MANAGEMENT FUND		9 Transactions

***** WRIGHT COUNTY *****



Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
161	DEPT				HIGHWAY BUILDING BOND PROCEEDS		
7577	BUSINESS WARE SOLUTIONS						
	34-161-000-0000-6605			3,449.98	DOMAIN CONTROLLER HWY BLDG	254875	HIGHWAY BUILDING
7577	BUSINESS WARE SOLUTIONS			3,449.98	1 Transactions		
5974	CENTER POINT ENERGY						
	34-161-000-0000-6605			49.15	5811649		HIGHWAY BUILDING
5974	CENTER POINT ENERGY			49.15	1 Transactions		
4328	CXTEC						
	34-161-000-0000-6605			2,725.00	NORTEL PHONES HWY BLDG	6826800	HIGHWAY BUILDING
4328	CXTEC			2,725.00	1 Transactions		
4025	KRAUS ANDERSON CONSTRUCTION						
	34-161-000-0000-6605			109,261.18	CONSTRUCTION MGMT SERVICE 4/30	KA17876	HIGHWAY BUILDING
4025	KRAUS ANDERSON CONSTRUCTION			109,261.18	1 Transactions		
161	DEPT Total:			115,485.31	HIGHWAY BUILDING BOND PROCEEDS	4 Vendors	4 Transactions
34	Fund Total:			115,485.31	CAPITAL IMPROVEMENTS FUND		4 Transactions
	Final Total:			459,126.97	268 Vendors	382 Transactions	

*** WRIGHT COUNTY ***



Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
1	162,543.86	GENERAL REVENUE FUND	
2	1,539.97	RESERVES FUND	
3	171,897.53	ROAD AND BRIDGE FUND	
11	247.99	HUMAN SERVICES FUND	
20	7,412.31	WASTE MANAGEMENT FUND	
34	115,485.31	CAPITAL IMPROVEMENTS FUND	
All Funds	459,126.97	Total	Approved by,
		
		