

Wabasha County
Board of Commissioners
Meeting Agenda
June 27, 2017
9:00 a.m.

Agenda Item:

- 1.0 **Call to Order**
 - Please be respectful and turn off all cell phones and pagers during the Board meeting.
 - 2.0 **Pledge of Allegiance**
 - 3.0 **Roll Call** (Goihl, Hall, Key, Springer, Wobbe)
 - 4.0 **Approve Agenda**
 - 5.0 **Staff Updates**
 - 6.0 **Administrator Update**
 - 7.0 **Citizen Involvement** MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.
 - 8.0 **Public Forum**
 - Sign-up for the public forum will be done prior to the beginning of the meeting.
 - No personal attacks to persons present or not.
 - No inflammatory language used during time that you have the platform.
 - Thank you for participating in County government.
 - 9.0 **Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.
- A. Minutes: June 20th, 2017
 - B. Minutes: June 13th, 2017 - Special Closed Session
 - C. Claims
 - D. Meal Vouchers
 - E. Per Diems
 - F. Sheriff: Authorize amendment of Communications License Agreement regarding the Lake City Radio Tower site between Wabasha County and the Department of Natural Resources; Region 3 (2017-128)
 - G. Finance: Approve Updating Bank Signatures (2017-129)
 - H. Finance: Approve Renewal of Agreement with Laser Products (2017-130)
 - 10.0 **Action/Discussion Items**
 - A. Administration: AFSCME Grievance – Step 3 Determination (2017-126)
 - 11.0 **Commissioner Reports**
 - 12.0 **Board Concerns**
 - 13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, JUNE 20, 2017

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, June 20, 2017 at 9:00 a.m.

06/20/17

The meeting was called to order by Board Chairperson Key.

CALL TO ORDER

The following Commissioners were present: Goihl, Hall, Key, Springer, Wobbe

ROLL CALL

SPRINGER-WOBBE

Motion to approve the agenda after removing Item 10.0 D from the agenda

APPROVE AGENDA

Adopted Unanimously

STAFF UPDATES

Staff Updates:

Administrator Updates:

ADMINISTRATOR UPDATES

SPRINGER-HALL

Motion to approve the consent agenda including the following:

Minutes: June 13, 2017

Claims

Meal Vouchers

Per Diems

APPROVE CONSENT AGENDA

Resolution No.: 2017-120

RES 2017-120:
APPROVE MOBILE ELECTRONICS POLICY

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached “Mobile Electronics Policy” is hereby approved.

Resolution No.: 2017-121

RES 2017-121:
APPROVE PAID TIME OFF/VACATION DONATION PROGRAM POLICY

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the attached “Paid Time Off/Vacation Donation Program Policy” is hereby approved.

Resolution No.: 2017-122

RES 2017-122:
APPROVE ADVERTISMENT FOR BIDS AND AUTHORIZE WORK FOR COUNTY HIGHWAY 35

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the Wabasha County Highway Engineer be authorized to proceed in coordinating with Goodhue County for the preparation of plans and advertising for bids of SAP 079-635-001.

Be it further Resolved by the Wabasha County Board of Commissioners that the work planned under SAP 079-635-001 is authorized to be awarded by Goodhue County to the lowest responsible bidder, and payments made by the Wabasha County Engineer to Goodhue County for the work certified and approved by the Wabasha County Engineer on project SAP 079-635-001.

Resolution No: 2017-123

RES 2017-123:
ACCEPT RETIREMENT OF K-9 TANGO

Resolution accepting the retirement of K-9 Tango



Whereas, the Wabasha County Sheriff's Office is requesting the acceptance of the retirement of K-9 Tango, effective immediately; and,

Whereas, the handler, Deputy Jason Bade, has agreed to the terms of the attached Canine Transfer Agreement to take over the liability of K-9 Tango; and,

Whereas, K-9, Melee, has assumed full-time K-9 duties.

Whereas, We would like to thank K-9 Tango and Deputy Jason Bade for their years of dedicated partnership and service to Wabasha County and wish K-9 Tango the best in his retirement.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the retirement of K-9 Tango is hereby accepted, effective immediately.

Adopted Unanimously

Presentation: Annual Medical Examiner Data

GOIHL-HALL

Resolution No.: 2017-124

MN DNR Easement Request

Whereas, The Minnesota Department of Natural Resources, Section of Fisheries proposes to purchase a Trout Stream Angler Easement on East Indian Creek using Reinvest in Minnesota (RIM) funds.

Whereas, In accordance with Minnesota Statutes 84.944, Subd. 3 and 97A.145, Subd. 2, the Commissioner of the Department of Natural Resources provided the county board with a description of lands where a permanent easement will be acquired by the State of Minnesota for angler access and habitat management purposes.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, that the State's proposed acquisition of a Trout Stream Angler Easement on East Indian Creek in Section 23 of Watopa Township be (approved) (disapproved).

Adopted Unanimously

SPRINGER-HALL

Resolution No.: 2017-125

Whereas, Wabasha County is a member of Minnesota Counties Computer Cooperative, a joint powers organization, the MCCC membership has approved changes to the agreement, and Wabasha County intends to continue to participate in MCCC,

PRESENTATION:
ANNUAL
MEDICAL
EXAMINER
DATA

RES 2017-124:
APPROVE
MN DNR
EASEMENT
REQUEST

RES 2017-125:
APPROVE MCCC
BYLAWS AND
JOINT POWERS
AGREEMENT

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the updated joint powers agreement with MCCC, dated June 8th, 2016 is hereby ratified.

Adopted Unanimously

WOBBE-GOIHL

Motion to **Recess** to Budget Workshop and Highway discussion of MnDOT's 10-year plan for projects within Wabasha County, planned road and bridge projects, anticipated revenues and funding

GOIHL-WOBBE

Motion to go into Closed Session

Resolution No.: 2017-127

A Resolution Setting Forth Findings

In Support Of A Closed Meeting – Pending Litigation – Salary Appeal Of The County Auditor / Treasurer And County Attorney

Whereas, The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff. That process was completed on November 22, 2016 for 2017.

Whereas, On December 1, 2016 the County was notified via e-filing that the County Auditor-Treasurer and County Attorney were appealing those determinations. An evidentiary hearing is scheduled for April 7, 2017 regarding the Auditor / Treasurer appeal.

Whereas, since that time the County has retained the law firm of Ratwik, Roszak, and Maloney to defend the County in that litigation. A ruling has been received on the County Attorney matter and the County Auditor/Treasurer matter is still pending with the court.

Whereas, Minn. Stat. §13D.05 subd. 3(b) permits closing a meeting if such closure is permitted by the attorney-client privilege;

Whereas, the County Board desires to consult with its attorney regarding the referenced litigation;

Whereas, it is not possible to fully discuss strategy and the options available to the county in a public meeting;

Whereas, certain phases of the litigation strategy may be impaired if every discussion is available for the benefit of opposing parties;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, a closed meeting of the Wabasha County Board addressing the above referenced appeals will be held with the Board's counsel, Ann Goering. No subject matter other than the foregoing shall be discussed at said meeting.

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

RES 2017-127:
APPROVAL TO
GO INTO
CLOSED
SESSION
REGARDING
PENDING
LITIGATION

COMMISSIONER
REPORTS

BOARD
CONCERNS

ADJOURN

MINUTES - SPECIAL MEETING – TUESDAY, JUNE 13, 2017

The Board of County Commissioners of Wabasha County, Minnesota, convened in Special Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, June 13, 2017 at 3:00 p.m.

06/13/17

The meeting was called to order by Board Chairperson Key.

CALL TO
ORDER

The following Commissioners were present: Goihl, Hall, Key, Wobbe Absent: Springer

ROLL CALL

WOBBE-HALL

Motion to approve A Resolution Setting Forth Findings In Support of a Closed Meeting – Pending Litigation – Salary Appeal of the County Auditor / Treasurer and County Attorney

Resolution No.: 2017- No Resolution Number Assigned

A Resolution Setting Forth Findings

In Support of a Closed Meeting – Pending Litigation – Salary Appeal of the County Auditor / Treasurer and County Attorney

Whereas, The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff. That process was completed on November 22, 2016 for 2017.

Whereas, On December 1, 2016 the County was notified via e-filing that the County Auditor-Treasurer and County Attorney were appealing those determinations. Evidentiary hearings here held in these matters.

Whereas, since that time the County has retained the law firm of Ratwik, Roszak, and Maloney to defend the County in that litigation. A ruling has been received on the County Attorney matter and the County Auditor/Treasurer matter is still pending with the court.

Whereas, Minn. Stat. §13D.05 subd. 3(b) permits closing a meeting if such closure is permitted by the attorney-client privilege;

Whereas, the County Board desires to consult with its attorney regarding the referenced litigation;

Whereas, it is not possible to fully discuss strategy and the options available to the county in a public meeting;

Whereas, certain phases of the litigation strategy may be impaired if every discussion is available for the benefit of opposing parties;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, a closed meeting of the Wabasha County Board addressing the above referenced appeals will be held with the Board's counsel, Ann Goering. No subject matter other than the foregoing shall be discussed at said meeting.

Adopted Unanimously

The Board met in closed session to confer with its legal counsel to discuss the litigation.

The Board then recessed to the regular County Board meeting starting at 4:30pm.

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

**WABASHA COUNTY
BOARD MEETING
27-Jun-17**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
6/21/2017		35323-35328	\$ 784.06
6/21/2017	2785-2816	35329-35367	\$ 5,252,233.29

TOTAL AUDITOR'S WARRANTS

\$ 5,253,017.35

MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
Bartsh, Rodney	6/16/2017	\$ 9.00

TOTAL MEAL VOUCHERS

\$ 9.00

TAXABLE UNIFORM ALLOWANCE

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
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TOTAL UNIFORM ALLOWANCE VOUCHERS

\$ -

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

June 27, 2017

Agenda Item:

Authorize amendment of Communications License Agreement regarding the Lake City Radio Tower site between Wabasha County and the Department of Natural Resources; Region 3

Requested Action:

Consider approving Resolution 2017-128 Authorize amendment of Communications License Agreement regarding the Lake City Radio Tower site between Wabasha County and the Department of Natural Resources; Region 3

Fiscal Impact:

Revenue - \$150.00/month

Background/Recommendation:

Wabasha County originally entered into License No. L-110 on April 25, 2005 with the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources; Region 3, regarding the Lake City Radio Tower site.

Amendment No. 4 includes a 5-year renewal commencing on July 1, 2017 and continuing through June 30, 2022.

The Public Safety (PSAP) Supervisor recommendation is to authorize amendment No. 4 to licensing agreement No. L-110.

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Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No: 2017-128

Resolution Authorizing amendment of Communications License Agreement regarding the Lake City Radio Tower site between Wabasha County and the Department of Natural Resources; Region 3

Whereas, Wabasha County originally entered into License No. L-110 on April 25, 2005 with the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources; Region 3, regarding the Lake City Radio Tower site; and,

Whereas, Amendment No. 4 includes a 5-year renewal commencing on July 1, 2017 and continuing through June 30, 2022; and,

Whereas, the monthly revenue for this agreement is One hundred fifty dollars and no cents (\$150.00); and,

Whereas, the funds will go into the 911 (290) account.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: The Chairperson of the Wabasha County Board of Commissioners and the Wabasha County Auditor is hereby authorized to sign the State of Minnesota Amendment of License, Amendment No.4 to License No. L-110, regarding the Lake City Radio Tower site.

Now Therefore be it further Resolved, that the income will go into the 911 (290) account.

Adopted this 27th day of June 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, Wabasha County Administrator

STATE OF MINNESOTA
AMENDMENT OF LICENSE

Amendment No. 4 to

License No. L-110

THIS AMENDMENT No. 4 to License No. L-110, is made by and between Wabasha County, hereinafter referred to as LICENSOR, and the State of Minnesota Department of Administration, hereinafter referred to as LICENSEE acting for the benefit of the Department of Natural Resources; Region 3.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-110 dated April 25, 2005, as may subsequently be amended, providing for the use of antenna space on LICENSOR'S Lake City Tower, together with space in LICENSOR'S equipment shelter, in the Township of Mount Pleasant, Minnesota County of Wabasha;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the License No. L-110 effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This License shall be renewed for an additional term of five (5) years, commencing on July 1, 2017 and continuing through June 30, 2022, ("Renewal Term") at the same terms and conditions as set forth in the License, except as provided for herein.
2. **LICENSE FEE**
 - 2.1 LICENSEE agrees to pay to LICENSOR for the Renewal Term the sum of nine thousand and no/100 dollars (\$9,000.00), such amount to be paid in the equal payments of one hundred fifty and no/100 dollars (\$150.00) per month.
 - 2.2 All original bills and statements from LICENSOR to LICENSEE shall be mailed or personally delivered to:

Accounts Payable
Department of Natural Resources, Region 3
1200 Warner Road
St. Paul MN 55106

- 2.3 LICENSEE agrees to pay LICENSOR the monthly fee set forth above at the end of each calendar month and mail or deliver said payments to:

Lake City Tower Lease / 290 Account
Wabasha County Auditor
625 Jefferson Ave
Wabasha MN 55981

3. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

- 3.1 LICENSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LICENSEE in accordance with this License and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LICENSOR in accordance with this License. The civil remedies of Minn. Stat. §13.08, apply to LICENSOR and LICENSEE.
- 3.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LICENSOR receives a request to release the data referred to in this Clause, LICENSOR must immediately notify LICENSEE and consult with LICENSEE as to how LICENSOR should respond to the request. LICENSOR'S response shall comply with applicable law, including that the response is timely and, if LICENSOR denies access to the data, that LICENSOR'S response references the statutory basis upon which LICENSOR relied. LICENSOR does not have a duty to provide public data to the public if the public data is available from LICENSEE.

4. **NOTICES**

- 4.1 Deletion Section 3 of Amendment 3 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 4.2 and 4.3.
- 4.2 All notices or communications between LICENSOR and LICENSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 4.3 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. one (1) business day after deposited with an overnight courier service.

4.3 Mailing Addresses:

LICENSOR:

Wabasha County Auditor
625 Jefferson Ave
Wabasha MN 55981

LICENSEE:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

5. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:
WABASHA COUNTY

Licensor certifies that the appropriate person(s) have executed the License on behalf of Licensor as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LICENSEE
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT PO _____

Contract No. _____

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 G

Date:

June 27, 2017

Agenda Item:

First State Bank Wabasha Signature Authorities-Social Welfare Account

Requested Action:

Remove Cindy Berg and add Tim Hunter

Fiscal Impact:

None

Background/Recommendation:

Updates needed due to employment changes

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

WABASHA COUNTY BOARD OF COMMISSIONERS

Resolution No.: 2017-129

Deposit account authority for First State Bank of Wabasha

Whereas, the County of Wabasha has designated First State Bank of Wabasha as a depository of its public funds pursuant to Minnesota Statutes, Chapter 118A; and

Whereas, a list of authorities to transact business is provided to First State Bank annually or when changes are necessary; and

Whereas, it has become necessary to update authorized signers due to personnel changes.

Now, therefore, be it resolved that the Wabasha County Board of Commissioners hereby removes Cindy Berg as an authorized signer on the Social Welfare Fund Account at First State Bank of Wabasha.

Be it further resolved, by the Wabasha County Board of Commissioners that Tim Hunter is hereby approved as an authorized signer on the Social Welfare Fund Account at First State Bank of Wabasha.

Adopted this 27th day of June, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Board Chair

Attest:

By: _____
Michael P. Plante, County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 H

Date:

June 27, 2017

Agenda Item:

Extension of Managed Printer Services Agreement with Laser Products

Requested Action:

Board agreement to continue the Managed Print Services Agreement with Laser Product Technologies Inc.

Fiscal Impact:

The costs for toners and maintenance would be the same with or without the service. The service is to identify the costs of printing and assist in budgeting and reduce costs based on information obtained through the monitoring of printer devices. Summary of amounts paid to Laser Products:

2011 - \$23,599.34	2015-\$21,691.13
2012 - \$23,621.84	2016-\$20,298.13
2013 - \$20,691.35	
2014 - \$21,955.92	

Background/Recommendation:

In 2011 Laser Products approached the County on providing a managed print services program that would cover parts, labor and consumables. This reduces the number of vendors, and more importantly reduces the IT department's involvement in managing the printers and related problems. It is recommended by IT and the Finance director to continue the arrangement as it provides usage data that enables the County to identify the devices that are being under or over utilized and type of copies (color vs. mono). This data will be used by the County and Laser products to make recommendation on location and type of printers best suited in order optimize printer performance and extend the life of the printers.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution No.: 2017- 130

Whereas, Wabasha County's currently has a Managed Print Services Agreement with Laser Product Technologies, Inc.; and

Whereas, the current agreement expires June 30, 2017.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the agreement is approved to be extended until June 30, 2019

Adopted this 27th day of June 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

MANAGED PRINT SERVICES AGREEMENT

Prepared For: Wabasha County

Billing Address: 625 Jefferson Ave.

City: Wabasha State: MN Zip Code: 55981

A/P Contact E-Mail(s): kjj@co.wabasha.mn.us

I/T Contact E-Mail(s): _____

Fed Tax ID Number: _____ Exempt No: _____

Billing Timeline: X Monthly Term Length: x 24 Months ___ 48 Months ___ 36 Months ___ 60 Months Start Date: 07/01/2017 End Date: 06/30/2019

Device	Mono CPP	Color CPP	Device	Mono CPP	Color CPP
HP LJ 2430 until parts	.0122		HP Color LJ 4700 toner only	.0169	.1095
HP LJ 3390	.0128		HP Color LJ 5500 toner only	.0169	.0895
HP LJ M401dne	.0188		HP Color LJ CM2320fxi MFP until parts	.0247	.1211
HP LJ M425dn	.0169		HP Color LJ M4730 MFP until parts	.0181	.1016
HP LJ M4050 toner only	.0079		HP Color LJ CP4520	.0153	.0953
HP LJ 1320 toner only	.0128		HP Color LJ M553 OEM	.0195	.1195
HP LJ 4100 toner only	.0079		HP Color LJ MFP 476dn	.0262	.1574
HP LJ 4200 toner only	.0100		HP Color LJ M551	.0179	.1095
HP LJ 4240	.0111		HP Color LJ 3600 toner only	.0169	.1095
HP LJ M602	.0083		HP Color LJ M475dw	.0262	.1574
HP LJ M402dn	.0139				
HP LJ M2727nf MFP until parts	.0205				
HP LJ M5035 MFP until parts	.0094				
HP LJ M426fdn	.0139				

* Regular rate, overage rates, and minimum monthly charges may increase up to 5% per year on the anniversary of the agreement date. Laser Product Technologies, Inc. ("LPT") shall provide the described services and the Client shall Purchase and pay for those services under the terms and conditions described herein. Appendix A, Appendix B and Appendix C are hereby incorporated by reference and included in the terms of this agreement as if written out here in full.

Meter Read Collection

-The number of pages invoiced will be determined by automated meter read collection using Monitoring Software Supplied BY LPT invoiced monthly, plus \$1.89 per device listed in Appendix C.
 -A monochrome print is one page of hard copy produced by utilizing the contracted hardware device that in generating the page uses black toner only.
 -A color print is one page of hard copy produced by utilizing the contracted hardware device that in producing the page uses any amount of toner that is either color, or black.

Client

Authorized signature: _____
 Printed name, title: _____
 Date: _____

Laser Product Technologies, Inc.

Authorized signature: _____
 Printed name, title: _____
 Date: _____

APPENDIX B: ADDITIONAL TERMS AND CONDITIONS

- A. LPT will render service to repair or replace parts necessary to keep Appendix C Device List in proper operating condition. Stated services also include required toner. Client provides materials being printed on or may be supplied by LPT at additional charge.
- B. LPT will perform preventive maintenance and cleaning inspections as required. Further, LPT agrees to maintain a stock of parts at it's location it considers adequate to maintain subject equipment.
- C. Service calls will be made at the client's premises during regular business hours defined as Monday through Friday, 8 A.M to 5 P.M., except for legally recognized holidays. LPT may at its sole discretion use certified and insured sub-contractors to perform service calls at client's site.
- D. **Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal usage of the equipment. Maintenance provided under this Agreement shall not include any service, repair or replacement required or made necessary as a result of electrical power failure, fire, theft, water, casualty, employee negligence, abuse, misuse, (i.e. broken paper trays, cracked scanning units) inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces. Other Customer requests not included here may be billable.**
- E. **LPT may update, repair, maintain and/or replace with a similar product by remote access or on-site, the software necessary to monitor hardware devices described on Appendix C. Client will make hardware devices available to LPT so LPT may update, repair, maintain and/or replace with similar product.**
- F. The individual signing on behalf of the Client has the authority to execute this Agreement on behalf of the Client, and thereby bind Client to the terms of the Agreement. LPT materially relies upon the signing individual's representation.
- G. Client further agrees to pay net due invoices rendered by LPT, within 10 days of the invoice date. If the Client fails to perform under the terms and conditions of this Agreement, LPT shall have the immediate right to cease performing any and all obligations LPT may have under this Agreement, including but not limited to monitoring, repairing or replacing parts, providing preventive maintenance and cleaning, providing service calls related to any and all hardware devices described in Appendix C. Furthermore, LPT has the right to remove it's monitoring software from any and all hardware devices described in Appendix C, either my remote access or on-site. Client shall make any hardware devices described in Appendix C available to LPT for removal of its monitoring software.
- H. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- I. **This Agreement constitutes the entire agreement between the parties thereto, and there are no agreements, covenants, representations or warranties to the parties other than those set forth or provided for herein.**
- J. Client shall pay or reimburse LPT for any taxes now or hereafter imposed, levied or based on this Managed Print Services Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
- K. The Agreement shall be governed by the laws of the State Of Wisconsin. The parties agree that those courts in the State of Wisconsin, County Of La Crosse, shall have jurisdiction and shall be the only venue, for any lawsuit or other dispute rising out of, or relating to, this Agreement, or the making, performance or interpretation thereof.
- L. **LPT reserves the right to deny repairs to a device if it's determined to the satisfaction of the Client that device has reached its End of Life and no longer merits repairs to that device.**

Company	Equipment Description	Equipment Location	Serial Number	Asset	OLD CPC Color	OLD CPC Mono	NEW CPC Color	NEW CPC Mono
WABASHA COUNTY - MPS	Color LaserJet 3600	Jail-Admin TONER ONLY-DEVICE GONE?	CNWHH45052	100860	0.1142	0.0181	0.1095	0.0169
WABASHA COUNTY - MPS	Color LaserJet 4700	Public Health - Reception- TONER ONLY	JP4LB01312	100831	0.1016	0.0181	0.0895	0.0169
WABASHA COUNTY - MPS	Color LaserJet 4700dn	Sheriffs Office-Color- TONER ONLY	JP4LB10867	100843	0.1016	0.0181	0.0895	0.0169
WABASHA COUNTY - MPS	Color LaserJet 5500	Printer Room 5500- TONER ONLY	JPFK002599	100808	0.1142	0.0204	0.0895	0.0169
WABASHA COUNTY - MPS	Color LaserJet 5500	Highway Dept- TONER ONLY	JPHR005230	100859	0.1142	0.0204	0.0895	0.0169
WABASHA COUNTY - MPS	Color LaserJet CM2320fxi MFP	SS Reception 2320- UNTIL PARTS	CNF9B41BCX	100827	0.1211	0.0247	0.1211	0.0247
WABASHA COUNTY - MPS	Color LaserJet CM4730 MFP	Court Services - Color- UNTIL PARTS	JP6LH08806	100851	0.1016	0.0181	0.1016	0.0181
WABASHA COUNTY - MPS	Color LaserJet Ent. 500 M551dn	Jail Admin	CNDCH3V1V7	102773	0.1142	0.0181	0.1095	0.0179
WABASHA COUNTY - MPS	Color LaserJet Ent. CP4525	AUDITOR - Color	JPBCB1V0KJ	100814	0.0953	0.0153	0.0953	0.0153
WABASHA COUNTY - MPS	Color Laserjet Ent. M553	Assessor's Office - OEM	JPBCJ6M1X3	102778	0.1195	0.0195	0.1195	0.0195
WABASHA COUNTY - MPS	Color Laserjet M476dn MFP	Jail Administration	CNB8G5D90B	100869	0.1574	0.0262	0.1574	0.0262
WABASHA COUNTY - MPS	Color Laserjet M476dw MFP	Vet Services Offices-Justice CTR.	CNB7G4WBLG	100870	0.1574	0.0262	0.1574	0.0262
WABASHA COUNTY - MPS	Color LaserJet Pro 400 M475dw MFP	Sherrif's-Dispatch Center	CNC8F1B2Q4	100863	0.1574	0.0262	0.1574	0.0262
WABASHA COUNTY - MPS	LaserJet 1320	IT - Kyle- TONER ONLY	CNHC5DM1VW	100801	-	0.0128		0.0128
WABASHA COUNTY - MPS	LaserJet 1320	Recorder 1320- TONER ONLY	CNHC62R2QJ	100812	-	0.0128		0.0128
WABASHA COUNTY - MPS	LaserJet 2430	Attorney - Secretary- UNTIL PARTS	CNGKK18358	100854	-	0.0117		0.0122
WABASHA COUNTY - MPS	LaserJet 3390 MFP	Recorder-UCC- TONER ONLY	CNLJP46390	100810	-	0.0128		0.0128
WABASHA COUNTY - MPS	LaserJet 4050	Assessor - Angela- TONER ONLY	USCC165783	100804	-	0.0089		0.0079
WABASHA COUNTY - MPS	LaserJet 4050	Recorder Public- TONER ONLY	USQL043792	100813	-	0.0089		0.0079
WABASHA COUNTY - MPS	LaserJet 4100	SS Reception 4100- TONER ONLY	USJNF26358	100826	-	0.0089		0.0079
WABASHA COUNTY - MPS	LaserJet 4200	Public Health - Board Room- TONER ONLY	CNBX702580	100833	-	0.0100		0.0100
WABASHA COUNTY - MPS	LaserJet 4240	Recorder -4250A Only	CNRXY25620	100811	-	0.0111		0.0111
WABASHA COUNTY - MPS	LaserJet 4240	SS Copy Room-4250A Only	CNRXK82641	100828	-	0.0111		0.0111
WABASHA COUNTY - MPS	LaserJet 4240	Court Services	CNRXG80675	100850	-	0.0111		0.0111
WABASHA COUNTY - MPS	LaserJet Ent. 600 M602dn	SS Reception	CNCCFBK1PX	103892	-	0.0083		0.0083
WABASHA COUNTY - MPS	LaserJet M2727NF MFP	Jail-Programs Dept.- UNTIL PARTS	CNG89BGMP4	100834	-	0.0205		0.0205

WABASHA COUNTY - MPS	LaserJet M2727NF MFP	out of service- GONE	CNG89B6N50	100837	-	0.0205		0.0205
WABASHA COUNTY - MPS	LaserJet M2727NF MFP	Sheriffs Office - Detective Area- UNTIL PARTS	CNG89BGMP	100846	-	0.0205		0.0205
WABASHA COUNTY - MPS	LaserJet M5035 MFP	Highway Dept- UNTIL PARTS	CN4LB09556	100858	-	0.0094		0.0094
WABASHA COUNTY - MPS	LaserJet P4015	Enviro - 4015	CNDYB30668	100815	-	0.0083		0.0083
WABASHA COUNTY - MPS	LaserJet Pro 400 M401dne	SS-Maria	PHGFC10507	100866	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401dne	SS Supervisor	PHGFF26019	100867	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401dne	Public Health- Tammy Fiedler	PHGFF23783	100868	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401dne	S.S.-Tina Wallerich	PHGFB22868	102771	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401dne	Deputy Office	PHGFC68592	102774	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401n	Recorder-Jeff Atken Office	JPGFH08658	100862	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401n	Administrator's Office	JPGFH08650	100864	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M401n	SS-Jeannie B.	PHGFC68589	102772	-	0.0188		0.0188
WABASHA COUNTY - MPS	LaserJet Pro 400 M425dn MFP	JAIL - BOOKING	CND8F6X8CC	100865	-	0.0169		0.0169
WABASHA COUNTY - MPS	Laserjet Pro M402	S.S.-April Schones- REMAN	PHBQB06357	102776	-	0.0205		0.0139
WABASHA COUNTY - MPS	Laserjet Pro M402	Assessor-Penny Schmit- REMAN	PHBQF19213	102777	-	0.0205		0.0139
WABASHA COUNTY - MPS	Laserjet Pro M402	SS Accounting Office- REMAN	PHB5F02299	102780	-	0.0205		0.0139
WABASHA COUNTY - MPS	Laserjet Pro M402	Vet. Services- REMAN	PHB5C07364	103890	-	0.0205		0.0139
WABASHA COUNTY - MPS	Laserjet Pro M426fdn MFP	Jail Master Control Room- REMAN	PHB8H8S47S	102775	-	0.0205		0.0139
WABASHA COUNTY - MPS	Laserjet Pro M426fdn MFP	Jail-Nurse Area- REMAN	PHB8JBF0JK	102779	-	0.0189		0.0139

Totals

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 A

Date:

June 27, 2017

Agenda Item:

AFSCME Grievance – Step 3

Requested Action:

Fiscal Impact:

Background/Recommendation:

Pursuant to the terms of our collective bargaining agreement with the AFSCME Courthouse Unit, any dispute or disagreement as to the interpretation or application of the terms and conditions of the contract can be grieved assuming they meet the appropriate timelines. If the grievance is denied at “Step 1” and “Step 2” of that process, the Union can request to have the grievance presented in writing to the Board of Commissioners at its next regular meeting. The Union has requested to present a grievance to the Board pursuant to the terms outlined. The Board needs to respond in writing to the Union within ten (10) days.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

AFSCME Grievance – Step 3 Determination

Resolution No.: 2017-126

Whereas, Pursuant to the terms of our collective bargaining agreement with the AFSCME Courthouse Unit, any dispute or disagreement as to the interpretation or application of the terms and conditions of the contract can be grieved assuming they meet the appropriate timelines; and

Whereas, if the grievance is denied at “Step 1” and “Step 2” of that process, the Union can request to have the grievance presented in writing to the Board of Commissioners at its next regular meeting.

Whereas, on May 31, 2017 the Union requested to present a grievance to the Board pursuant to the terms outlined. It was requested to have the matter heard on the June 20, 2017 agenda. The Board needs to respond in writing to the Union within ten (10) days.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board Approves / Denies the referenced grievance. The County Administrator is directed to notify the union, in writing, of this determination within the next 10 days.

Adopted this 27th day of June, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator