

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
August 6, 2019**

Fillmore County Courthouse, 101 Fillmore Street West - Preston, MN

Mitch Lentz - First District
Randy Dahl - Second District

Vacant - Third District
Duane Bakke - Fourth District

Marc Prestby - Fifth District

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Pledge of Allegiance

- 9:00 a.m. Approve agenda
 Approve Consent Agenda:
 1. July 23, 2019 County Board minutes.
 2. Request for use of Generator/Light Towers by City of Chatfield during Western Days

 Approve Commissioners' Warrants
 Review Auditor's Warrants

- 9:05 a.m. Andrew Hatzenbihler, Solid Waste
 1. 2020 Budget Request

- 9:15 a.m. Terry Schultz, Building Maintenance Supervisor
 1. 2020 Budget Request

- 9:20 a.m. Jessica Erickson, Public Health
 1. Consider approval of Evidence Based Home Visiting Expansion Grant Memorandum of Agreement

- 9:30 a.m. Citizen's Input

9:35 a.m. Public Hearing for updated Floodplain Ordinance and FEMA maps

- 9:45 a.m. Cristal Adkins, Zoning Administrator
 1. Consider approval of updated Floodplain Ordinance and FEMA maps
 2. Consider access permit for field drive for Dale Payne, section 13 of Beaver Township
 3. Consider access permit for field drive for Kenneth & Janet Flugum, section 17 of Beaver Township
 4. Consider access permit for property drive for Nathen Yutzy, section 34 of Bristol Township
 5. 2020 Budget Request

- 9:55 a.m. Ron Gregg, Highway Engineer
 1. Consider final payment resolution for the Milestone Materials 2019 Rock Contract

- 10:05 a.m. John DeGeorge, Sheriff
 1. Review of the Jail Inspection Report Issued by the Minnesota Department of Corrections pursuant to MN Statute 241.021, Subdivision 1
 2. Consider State of MN Annual County Boat and Water Safety Grant agreement renewal in the amount of \$2,097.00 for January 1, 2019 through June 30, 2020 as recommended by Sheriff DeGeorge.
 3. Consider resolution for Declaring State of Emergency, July 18-19 flood event
 4. Discussion with possible action regarding emergency event process

FILLMORE COUNTY BOARD OF COMMISSIONERS

August 6, 2019 Meeting Agenda

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10:20 a.m. Kristina Kohn, Human Resources

1. First reading of draft changes to the Work Hours and Attendance Policy
2. First reading of draft changes to the Distracted Driving Policy
3. Request to hire Support Enforcement Aide at Grade 7/Step 1 effective 8/12/19 as requested by the Social Services Manager and recommended by the Hiring Committee
4. Discussion with possible action regarding classification setting of Finance Director position to Grade 16 as recommended by David Drown & Associates
5. Request to set the salary for Lori Affeldt, Finance Director to Grade 16/Step 1 effective 8/1/19

10:35 a.m. Bobbie Vickerman, Coordinator

1. Discussion of County office supplies
2. Discussion with possible action regarding electronic signature
3. Update and discussion of Veteran's Court Ceremony
4. Update regarding Finance Department
5. Update and review of 2019 Audit
6. Consider request to hire Sandy Solberg as a temporary employee in the Recorder's Office at \$20.00/hour as recommended by the County Recorder

Calendar review, announcements and committee reports

MEETINGS: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)

Tuesday, August 6	9:00 a.m.	County Board – Special Meeting, Commissioners' Boardroom, Courthouse, Preston	
	12:30 p.m.	Benefits Committee, Commissioners' Boardroom, Courthouse, Preston	<i>Bakke/Prestby</i>
Monday, August 12	12:30 p.m.	SE MN Emergency Communications Board, Rochester	<i>Bakke</i>
	5:00 p.m.	Winneshiek County Solid Waste Agency, Decorah	
	6:00 p.m.	Development Achievement Center, Preston	<i>Lentz</i>
	6:30 p.m.	Semcac, St. Charles	<i>Dahl</i>
Tuesday, August 13	8:00 a.m.	Solid Waste	<i>Prestby/Bakke</i>
	All Day	Special Election – 3rd District Commissioner, Spring Valley	
	9:00 a.m.	County Board - Regular Meeting, Commissioners' Boardroom, Courthouse, Preston	
Thursday, August 15	8:00 a.m.	Workforce Development Strategic Planning Session	<i>Lentz</i>
	8:00 a.m.	Soil & Water Conservation District, SWCD Office, Preston	<i>Bakke</i>
	9:00 a.m.	Canvassing Election Results	<i>Bakke/Lentz</i>

FILLMORE COUNTY COMMISSIONERS' MINUTES

July 23, 2019

This is a preliminary draft of the July 23, 2019 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 23rd day of July, 2019 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Randy Dahl and Mitch Lentz. Also present were: Bobbie Vickerman, Coordinator/Clerk; Ron Gregg, Highway Engineer; Cristal Adkins, Zoning Administrator; Kristina Kohn, Human Resources Officer; Marla Stanton, Assistant County Attorney; Lori Affeldt, Account Technician Lead; Heidi Jones, Auditor/Treasurer; Jessica Erickson, Director of Nursing; Kevin Olson, Social Services Manager; Jason Marquardt, Veteran Services Officer; John DeGeorge, Sheriff; Kevin Beck; Bonita Underbakke; Anne Marie Flynn, Ferne Brewster, Susan Ritter, Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican Leader.

The Pledge of Allegiance was recited.

On motion by Prestby, seconded by Dahl, the Board unanimously approved the agenda.

On motion by Dahl, seconded by Lentz, the Board unanimously approved the following Consent Agenda:

1. July 9, 2019 County Board minutes as presented.

On motion by Prestby, seconded by Dahl, the Board unanimously approved the Commissioner warrants.

The Auditor's warrants were reviewed.

Ron Gregg, Highway Engineer, was present.

On motion by Dahl, seconded by Prestby, the Board unanimously approved the Thompson Pit Agreement.

On motion by Dahl, seconded by Lentz, the Board voted unanimously to award the Bridge No. 23514 replacement project SAP 023-601-030 to Minnowa Construction with the low bid of \$653,773.50.

Bakke/Prestby gave a Highway report: Reviewed projects that are complete and projects that are beginning in August, Flashing signs near schools looking to Towards Zero Deaths funding to see if any available, speed signs requested for County Road 1.

The citizens input portion of the meeting opened at 9:33 a.m.

Anne Marie Flynn extended an invite to the candidate forum for District 3 County Commissioner Election to be held on Saturday, August 3rd at 10:30 a.m. in the Spring Valley Community Center. Please send in any questions you would like asked at the forum.

The citizens input portion of the meeting was closed at 9:36 a.m.

Cristal Adkins, Zoning Administrator, was present.

On motion by Dahl, seconded by Lentz, the Board unanimously approved an access permit for a new field drive for Philip & Ruth Abrahamson, Section 2 of Holt Township as recommended by the Highway Engineer and Zoning Administrator.

On motion by Dahl, seconded by Prestby, the Board unanimously approved an access permit for a new drive for Beverly O'Byrne, Section 33 of Jordan Township as recommended by the Highway Engineer and Zoning Administrator.

On motion by Lentz, seconded by Dahl, the Board unanimously approved to set a public hearing regarding reviewing the proposed updated Floodplain Ordinance and FEMA maps on August 6th at 9:35 a.m. at the County Board meeting.

Kristina Kohn, Human Resources Officer, was present.

On motion by Prestby and seconded by Dahl, the Board unanimously approved the second reading as the final version of the Severance Pay policy.

On motion by Dahl, seconded by Lentz, the Board unanimously approved to hire Amy Hershberger as replacement Child Support Officer at Grade 9/Step 1, \$22.48/hour, effective August 16, 2019 as recommended by the Hiring Committee, noting that the employee is subject to a new probationary period in accordance with Personnel Policy 2.05.

On motion by Dahl, seconded by Lentz, the Board unanimously approved to reclassify Vicky Topness, Office Support Specialist, grade 5/step 9 to Office Support Specialist, Sr., grade 6/step 3, effective the first pay period of 2020 as recommended by David Drown & Associates.

On motion by Dahl, seconded by Lentz, the Board unanimously approved to hire Kristine Oman as replacement Office Support Specialist, Sr. at Grade 6/Step 1, \$19.79/hour, effective August 13, 2019 as requested by the Coordinator and recommended by the Hiring Committee.

On motion by Prestby, seconded by Dahl, the Board unanimously approved the creation of a Finance Department effective August 1, 2019 and to be fully implemented by September 3, 2019 as recommended by the Personnel Committee.

On motion by Bakke and seconded by Dahl, the following resolution was unanimously adopted:
RESOLUTION 2019-030: Create and define authority of Finance Department

On motion by Prestby, seconded by Lentz, the Board voted unanimously to submit the Finance Director position description to David Drown & Associates for evaluation and placement on current pay plan.

On motion by Dahl, seconded by Lentz, the Board unanimously approved promoting Lori Affeldt, Accounting Technician Lead, to the position of Finance Director at step 1 effective August 1, 2019.

On motion by Prestby, seconded by Lentz, the Board unanimously approved to transfer Sarah Mensink, Accounting Technician, from the Assessor's Office to the Finance Department effective August 1, 2019.

Bobbie Vickerman, County Coordinator presented the Consumer Price Index, noting that the CPI for April was 2% for budgeting purposes.

A review of the calendar was done and the following committee reports and announcements were given:
Dahl/Lentz – Community Services reviewed shared programs with Houston County Joint Board of Health, appointment task force members, discussion regarding Mayo Clinic and VA reimbursements after September 1, Deputies using the VA mental health training

FILLMORE COUNTY COMMISSIONERS' MINUTES

July 23, 2019

Lentz/Bakke – World War 1 rededication for the Fillmore County Fair

Lentz - Emergency Communications – four teleconferences.

Bakke – Local Government Water Roundtable; LESSARD – SAMS Outdoor Heritage Council letter received;

Historical Society – new staff moving forward on policies

Vickerman was asked to provide a report every meeting regarding the Finance Department Transition.

On motion by Dahl and seconded by Lentz, the Chair adjourned the meeting at 10:57 a.m.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes):

5

Dept.: Emergency Management

Prepared By: Don Kullot

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

Consent Agenda:

Documentation
(Yes/No):

Emergency Management has been given a request by the City of Chatfield for the use of Generator/Light Towers during Western Days. A delay in the Hwy 52 road project and lack of street lighting presents a concern for public safety. Insurance certificate will be submitted. Requesting 2 light towers from Aug. 8-11 2019.

Regular Agenda:

Documentation
(Yes/No):

1.

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



Fillmore County Emergency Management

901 Houston Street NW

Preston, MN 55965



Emergency Light Tower – Generator Request Form

The City of Chatfield requests to use 2 Fillmore County Light Tower

Generators for the following purpose: Security Lighting During Western Days

on the following dates: August 8-11, 2019

By signing this request the requesting party agrees to:

Recall of Assistance. Fillmore County may at any time recall the light towers when in their best judgment, it is considered to be in the best interests of the Responding Party to do so.

Damage to Equipment. The requesting party shall be responsible for damages to or loss of the light tower or any of its components and will return the light tower in the same condition that it was when it was taken or reimburse the county for any repairs needed.

Liability. The Requesting Party agrees to defend and indemnify Fillmore County against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of the light tower.

SEC Young
City of Chatfield City Clerk 7-31-19
Signature of Requesting Party Title Date

EM Directors recommendation: Approve OR 2308

☒ Approved

☐ Disapproved

Chair, Fillmore County Board of Commissioners

Date

This form is to be used for non-emergency or planned events. Send this form at least three weeks in advance to Fillmore County Emergency Management, 901 Houston St. NW, Preston, MN 55965.

Covenant Number:
CMC 1001479-3

**MUNICIPAL PROPERTY, CRIME, BOND, PETROFUND,
and EQUIPMENT BREAKDOWN DECLARATIONS**

Coverage is Provided by:
**THE LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST**
(Herein called LMCIT)



Item 1. **CITY: CHATFIELD, CITY OF**

Item 2. **COVERAGE PERIOD:**

From: 02/14/2019 To: 02/14/2020 12:01 AM Standard Time at Mailing Address
on Common Coverage Declarations

Item 3. **THE COVERED PARTY IS: CITY**

Item 4. **COVERAGE:**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF
THIS COVENANT, LMCIT AGREES TO PROVIDE THE COVERED PARTY WITH COVERAGES
SHOWN BELOW FOR WHICH A LIMIT IS STATED:**

Item 5. **COVERAGE PART ONE - PROPERTY**

Section I - Property General Limit of Coverage Per Occurrence \$ 37,031,392

This general limit is subject to the sublimits as described in Section VI, Limits of
Coverage and Valuation, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000

This limit is subject to the provisions of the Terrorism Losses - Special Pool Limit
Endorsement - ME079(11/09)

Section II - Additional Covered Loss or Damages

1. <i>Loss of Revenue, Extra Expenses and Expediting Expense</i>	\$ 5,000,000	Per Occurrence
2. Demolition and Debris Removal		
(Direct Physical Damage to Covered Property)	25% of the Estimated Replacement Cost of the Covered Property	
(No Direct Physical Damage to Covered Property)	\$ 50,000	Per Occurrence
3. Leasehold Interest	\$ 500,000	Per Location
4. <i>Accounts Receivable</i>	\$ 500,000	Per Location
5. <i>Valuable Papers and Records</i>	\$ 500,000	Per Location
6. Utility Services	\$ 100,000	Per Occurrence
7. <i>Green Building Expenses</i>	1% of the Contract Cost but not to exceed \$100,000.	Per Location
8. Asbestos Clean up, Abatement and Removal	\$ 250,000	Per Location
9. <i>Pollutant</i> Clean up and Removal	\$ 250,000	Per Location
10. Errors	\$ 500,000	Per Occurrence
11. Rental Reimbursement	\$ 250,000	Annual Aggregate
12. Arson Reward	\$ 5,000	Per Fire Loss
13. Extra ordinary Expense	\$ 250,000	Annual Aggregate
14. <i>Data Security Breach Expenses</i>	\$ 250,000	Annual Aggregate
15. <i>Organic Pathogen</i> Cleanup and Removal	\$ 250,000	Annual Aggregate



Section IV - Water and Supplemental Flood Coverage

\$ 500,000 Per Occurrence
\$ 500,000 Annual Aggregate

- Item 6. **REFER TO SCHEDULE OF COVERED PROPERTY FOR THOSE *LOCATIONS* INCLUDED IN THE SECTION I COVERAGE; THE SCHEDULE OF COVERED *MOBILE PROPERTY* FOR THE *MOBILE PROPERTY* INCLUDED IN THE SECTION I COVERAGE AND THE SCHEDULE OF COVERED PROPERTY FOR THOSE *LOCATIONS* INCLUDED IN SECTION IV COVERAGE.**
- Item 7. **DEDUCTIBLE** (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):
- COVERAGE PART ONE - PROPERTY \$ 500 Per Occurrence
- Item 8. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**
- | | | | |
|------------------|------------------|---------------|--------------|
| MPCBP(11/18) | PM-100(11/16) | ME079(11/09) | ME063(11/01) |
| MPCBP-115(11/17) | MPCBP-218(11/18) | PM-109(11/18) | |
- Item 9. **MORTGAGE HOLDER** (if applicable):
- Item 10. **COVERAGE PART TWO - CRIME**
- LIMIT OF COVERAGE PER OCCURRENCE \$ 250,000
- Item 11. **DEDUCTIBLE** (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):
- COVERAGE PART TWO - CRIME \$ 500 Per Occurrence
- Item 12. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**
- | | |
|--------------|--------------|
| MPCBP(11/18) | ME063(11/01) |
|--------------|--------------|

Item 13. **COVERAGE PART THREE - BOND**

LIMIT OF COVERAGE PER OCCURRENCE: \$ 350,000

DEDUCTIBLE (Deductible applies per *occurrence* subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations):

COVERAGE PART THREE - BOND \$ 500 Per Occurrence

Item 14. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/18) ME063(11/01)

Item 15. **COVERAGE PART FOUR - PETROFUND (Claims made)****LIMITS OF REIMBURSEMENT BENEFIT****MAXIMUM**REIMBURSABLE COSTS AND DEFENSE COSTS
EACH TANK RELEASE

\$ 250,000

REIMBURSABLE COSTS AND DEFENSE COSTS
AGREEMENT TERM AGGREGATE

\$ 250,000

DEDUCTIBLE: COVERAGE PART FOUR - PETROFUNDNOT APPLICABLEItem 16. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

MPCBP(11/18) ME063(11/01)

Item 17. **EQUIPMENT BREAKDOWN COVERAGE****EQUIPMENT BREAKDOWN LIMIT:**
DEDUCTIBLE

\$ 36,421,360

\$ 500 ANY ONE ACCIDENT

Item 18. **COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.**

BM-200(11/17) BM-212(11/01) ME063(11/01) MPCBP-115(11/17)

PM-100(11/16)

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8/1/19 3:33PM

1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3	DEPT				Board Of Commissioners			
	5887	Dahl/Randy						
		01-003-000-0000-6335		87.00	Mileage Reimbursement		Employee Automobile Allowance	N
					07/02/2019 07/23/2019			
	5887	Dahl/Randy		87.00	1 Transactions			
	82132	Fillmore Co Journal, Sethre Media Group						
		01-003-000-0000-6233		8.50	7/2/19 Board Minutes	101986	Publications	N
					07/15/2019 07/15/2019			
	82132	Fillmore Co Journal, Sethre Media Group		8.50	1 Transactions			
	1152	Prestby/Marc						
		01-003-000-0000-6335		78.30	Mileage Reimbursement		Employee Automobile Allowance	N
					07/02/2019 07/23/2019			
	1152	Prestby/Marc		78.30	1 Transactions			
3	DEPT Total:			173.80	Board Of Commissioners	3 Vendors	3 Transactions	
34	DEPT				Policy Coordinator			
	111	Fillmore Co Treasurer- Credit Card/ACH						
		01-034-000-0000-6337		130.27	Lodging Exp -BV-Training	4722	Other Travel Expense	N
					05/08/2019 05/09/2019			
	111	Fillmore Co Treasurer- Credit Card/ACH		130.27	1 Transactions			
34	DEPT Total:			130.27	Policy Coordinator	1 Vendors	1 Transactions	
45	DEPT				Accounting Services			
	480	MN State Auditor - Office Of The State						
		01-045-000-0000-6285		1,190.00	State Auditor Review 2017	69961	Professional Fees	N
					02/20/2019 06/25/2019			
	480	MN State Auditor - Office Of The State		1,190.00	1 Transactions			
45	DEPT Total:			1,190.00	Accounting Services	1 Vendors	1 Transactions	
62	DEPT				Elections			
	3599	DS Solutions, Inc.						
		01-062-000-0000-6461		300.00	ElectionsEdit List & Test Deck	12154	Ballots	N
					04/30/2019 04/30/2019			

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1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3599	DS Solutions, Inc.		300.00	1 Transactions			
9015	Election Systems & Software (ES & S)						
	01-062-000-0000-6461		1,286.09	Coding Election 8/13/2019 07/25/2019 07/25/2019	1094146	Ballots	N
9015	Election Systems & Software (ES & S)		1,286.09	1 Transactions			
7712	MN Dept Of Human Services						
	01-062-000-0000-6377		28.95	PVC June Mailing 07/16/2019 07/16/2019	A300IC231961	Fees And Service Charges	N
7712	MN Dept Of Human Services		28.95	1 Transactions			
62	DEPT Total:		1,615.04	Elections	3 Vendors	3 Transactions	
91	DEPT			County Attorney			
81188	Civil Process Specialists						
	01-091-000-0000-6377		75.00	pers serv coroner Sexton case 07/22/2019 07/22/2019	CP-19-0485	Fees And Service Charges	Y
81188	Civil Process Specialists		75.00	1 Transactions			
86566	Cornerhouse						
	01-091-000-0000-5612		8,000.00	SherForensic InterviewTraining 07/01/2019 07/01/2019	62119 FCA	Forfeitures	Y
86566	Cornerhouse		8,000.00	1 Transactions			
5358	Hammell/Melissa						
	01-091-000-0000-6335		46.40	Mileage Reimbursement 07/23/2019 07/23/2019		Employee Automobile Allowance	N
5358	Hammell/Melissa		46.40	1 Transactions			
91	DEPT Total:		8,121.40	County Attorney	3 Vendors	3 Transactions	
102	DEPT			Surveyor			
106	Fillmore Co Treasurer						
	01-102-000-0000-6561		56.07	Surveyor-June Fuel 06/03/2019 06/03/2019		Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		56.07	1 Transactions			

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 1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
102 DEPT Total:		56.07	Surveyor	1 Vendors	1 Transactions
105 DEPT			Planning And Zoning		
5479 Bisek/Andrew R					
01-105-000-0000-6104		45.00	July PC Mtg-per diem		Per Diem N
			07/25/2019 07/25/2019		
01-105-000-0000-6335		2.32	Mileage Reimbursement		Employee Automobile Allowance N
			07/25/2019 07/25/2019		
5479 Bisek/Andrew R		47.32	2 Transactions		
2540 Duxbury/Steve					
01-105-000-0000-6104		90.00	July PC Mtg-per diem		Per Diem N
			07/22/2019 07/25/2019		
01-105-000-0000-6335		23.20	Mileage Reimbursement		Employee Automobile Allowance N
			07/22/2019 07/25/2019		
2540 Duxbury/Steve		113.20	2 Transactions		
82132 Fillmore Co Journal, Sethre Media Group					
01-105-000-0000-6241		4.14	Legal Notices-July	4 invoices	Advertising N
			07/15/2019 07/15/2019		
82132 Fillmore Co Journal, Sethre Media Group		4.14	1 Transactions		
834 Hovey/Arlynn					
01-105-000-0000-6104		45.00	July PC Mtg-per diem		Per Diem N
			07/25/2019 07/25/2019		
01-105-000-0000-6335		7.54	Mileage Reimbursement		Employee Automobile Allowance N
			07/25/2019 07/25/2019		
834 Hovey/Arlynn		52.54	2 Transactions		
4874 JOHNSON/TRINITY					
01-105-000-0000-6104		90.00	July PC Mtg-per diem		Per Diem N
			07/22/2019 07/25/2019		
01-105-000-0000-6335		48.72	Mileage Reimbursement		Employee Automobile Allowance N
			07/22/2019 07/25/2019		
4874 JOHNSON/TRINITY		138.72	2 Transactions		
7003 Olmsted County					
01-105-000-0000-6459		283.00	Zoning- H2O Kits	29	Water Kits N
			07/24/2019 07/24/2019		

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8/1/19 3:33PM

1 County Revenue Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
7003	Olmsted County		283.00	1 Transactions		
6904	Ruskell/Gary L					
	01-105-000-0000-6104		90.00	July PC Mtg-per diem	Per Diem	N
				07/22/2019 07/25/2019		
	01-105-000-0000-6335		39.44	Mileage Reimbursement	Employee Automobile Allowance	N
				07/22/2019 07/25/2019		
6904	Ruskell/Gary L		129.44	2 Transactions		
6315	Thompson/Thomas A					
	01-105-000-0000-6104		45.00	July PC Mtg-per diem	Per Diem	N
				07/22/2019 07/22/2019		
	01-105-000-0000-6335		12.76	Mileage Reimbursement	Employee Automobile Allowance	N
				07/22/2019 07/22/2019		
6315	Thompson/Thomas A		57.76	2 Transactions		
105	DEPT Total:		826.12	Planning And Zoning	8 Vendors	14 Transactions
111	DEPT			Facilities Mtce		
9	AmeriPride Services, Inc					
	01-111-000-0000-6377		46.90	Dust mop service	2801056837	Fees And Service Charges
				07/31/2019 07/31/2019		N
9	AmeriPride Services, Inc		46.90	1 Transactions		
3370	Haakenson Electric, Inc					
	01-111-000-0000-6317		322.98	Breaker issue-FCOB	4778	Building Maintenance
				07/16/2019 07/16/2019		N
	01-111-000-0000-6317		66.99	Replaced ballast & switch-CH	4787	Building Maintenance
				07/17/2019 07/17/2019		N
3370	Haakenson Electric, Inc		389.97	2 Transactions		
5550	Larson/Christopher J					
	01-111-000-0000-6335		13.92	Mileage Reimbursment	Employee Automobile Allowance	N
				07/08/2019 07/24/2019		
5550	Larson/Christopher J		13.92	1 Transactions		
5988	Preston Auto Parts					
	01-111-000-0000-6580		10.99	Bolts and weed wacker line	597043	Other Repair And Maintenance Suppl
				07/31/2019 07/31/2019		N

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
5988	Preston Auto Parts		10.99		1 Transactions		
26012	Schultz/Terry						
	01-111-000-0000-6335		62.64	Mileage Reimbursement		Employee Automobile Allowance	N
				06/18/2019 07/19/2019			
26012	Schultz/Terry		62.64		1 Transactions		
7239	Werner Electric						
	01-111-000-0000-6317		348.77	purchase bulbs and ballast	S010122306.001	Building Maintenance	N
				07/30/2019 07/30/2019			
7239	Werner Electric		348.77		1 Transactions		
111	DEPT Total:		873.19	Facilites Mtce	6 Vendors	7 Transactions	
125	DEPT			Veteran Services			
106	Fillmore Co Treasurer						
	01-125-000-0000-6561		207.06	Veterans-June Fuel		Gasoline Diesel And Other Fuels	N
				06/03/2019 06/27/2019			
106	Fillmore Co Treasurer		207.06		1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH						
	01-125-000-0000-6203		12.98	May Verizon Bill	4814	Telephone	N
				05/22/2019 05/23/2019			
111	Fillmore Co Treasurer- Credit Card/ACH		12.98		1 Transactions		
125	DEPT Total:		220.04	Veteran Services	2 Vendors	2 Transactions	
149	DEPT			Other General Government			
4928	1 Source						
	01-149-000-0000-6408		882.79	County Supplies	241867-0	County Shared Office Supplies	Y
				07/18/2019 07/18/2019			
	01-149-000-0000-6408		7.00	County Supplies	243070-1	County Shared Office Supplies	Y
				07/16/2019 07/16/2019			
	01-149-000-0000-6408		102.74	County Supplies	243471-0	County Shared Office Supplies	Y
				07/22/2019 07/22/2019			
	01-149-000-0000-6408		91.03	County Supplies	243471-1	County Shared Office Supplies	Y
				07/23/2019 07/23/2019			
	01-149-000-0000-6408		5.99	County Supplies	243771-0	County Shared Office Supplies	Y

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-149-000-0000-6408		41.17-	07/25/2019 07/25/2019 Credit Memo -County Supplies	C243831-0	County Shared Office Supplies	Y
4928	1 Source		1,048.38	07/26/2019 07/26/2019 6 Transactions			
5888	David Drown Associates Inc/DDA Humar						
	01-149-000-0000-6285		150.00	Professional Consult Service	123	Professional Fees	N
				07/24/2019 07/24/2019			
5888	David Drown Associates Inc/DDA Humar		150.00	1 Transactions			
5660	De Lage Landen Financial Services						
	01-149-000-0000-6288		1,534.15	4/12 to 5/11 Copy Mach Lease	63039517	Copy Machine - Lease	N
				04/12/2019 05/11/2019			
	01-149-000-0000-6288		1,534.15	8/12 to 9/11 Copy Mach Lease	64483089	Copy Machine - Lease	N
				08/12/2019 09/11/2019			
5660	De Lage Landen Financial Services		3,068.30	2 Transactions			
6663	Jeffrey W Jacobs						
	01-149-000-0000-6285		750.00	cancellation fee for hearing		Professional Fees	N
				07/30/2019 07/30/2019			
6663	Jeffrey W Jacobs		750.00	1 Transactions			
3185	Kohn/Kristina						
	01-149-000-0000-6377		28.30	Certified Mail-legal documents		Fees And Service Charges	Y
				07/24/2019 07/24/2019			
3185	Kohn/Kristina		28.30	1 Transactions			
3511	State Industrial Products-State Chemical						
	01-149-000-0000-6408		141.50	fragrance paks for bathrooms	901095196	County Shared Office Supplies	N
				07/18/2019 07/18/2019			
3511	State Industrial Products-State Chemical		141.50	1 Transactions			
149	DEPT Total:		5,186.48	Other General Government	6 Vendors	12 Transactions	
201	DEPT			Enhanced 911 System			
	4441 Independent Emergency Services, LLC						
	01-201-000-0000-6310		100.00	July 911 Service	200-0223	Contract Repairs And Maintenance	Y
				07/01/2019 07/31/2019			

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
4441	Independent Emergency Services, LLC		100.00	1 Transactions			
201	DEPT Total:		100.00	Enhanced 911 System	1 Vendors	1 Transactions	
202	DEPT			Sheriff			
6317	Enterprise Fleet Management						
	01-202-000-0000-6650		3,373.50	Sheriff-New vehicle purchase	FBN3744657	Vehicles Purchased	N
				07/03/2019 07/03/2019			
6317	Enterprise Fleet Management		3,373.50	1 Transactions			
82133	Fillmore Co Auditor-Treasurer						
	01-202-000-0000-6561		2,576.07	Sheriff-June 2019 Fuel		Gasoline Diesel And Other Fuels	N
				06/01/2019 06/30/2019			
82133	Fillmore Co Auditor-Treasurer		2,576.07	1 Transactions			
4052	NARTEC, Inc						
	01-202-000-0000-6455		360.68	meth test kits	12740	Law Enforcement Supplies	N
				07/16/2019 07/16/2019			
4052	NARTEC, Inc		360.68	1 Transactions			
6350	Stewartville Auto Center, Inc						
	01-202-000-0000-6377		120.00	ICR19005110 vehicle tow	19-0717-9465	Fees And Service Charges	N
				07/17/2019 07/17/2019			
6350	Stewartville Auto Center, Inc		120.00	1 Transactions			
202	DEPT Total:		6,430.25	Sheriff	4 Vendors	4 Transactions	
205	DEPT			Sheriff Contingent Funds			
9170	Bureau of Criminal Apprehens-State Of M						
	01-205-000-0000-6387		630.00	2nd Qtr 2019 Permit to Carry	23-000061	Gun Permit Expenses	N
				07/01/2019 07/01/2019			
9170	Bureau of Criminal Apprehens-State Of M		630.00	1 Transactions			
205	DEPT Total:		630.00	Sheriff Contingent Funds	1 Vendors	1 Transactions	
251	DEPT			County Jail			
9	AmeriPride Services, Inc						
	01-251-000-0000-6377		90.08	Jail Laundry	2801048922	Fees And Service Charges	N

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
01-251-000-0000-6377		90.08	07/10/2019 07/10/2019 Jail laundry	2801054164	Fees And Service Charges N
01-251-000-0000-6377		82.28	07/24/2019 07/24/2019 Jail laundry	2810072816	Fees And Service Charges N
9 AmeriPride Services, Inc		262.44	07/17/2019 07/17/2019 3 Transactions		
4899 HEALTHDIRECT #119					
01-251-000-0000-6431		185.26	06/30/2019 06/30/2019 Inmate Meds	153543	Drugs And Medicine N
4899 HEALTHDIRECT #119		185.26	06/30/2019 06/30/2019 1 Transactions		
83550 Kelly Printing & Signs LLC					
01-251-000-0000-6173		37.00	06/27/2019 06/27/2019 Sheriff-K Melver Uniformshirts	33880	Uniform Allowance N
83550 Kelly Printing & Signs LLC		37.00	06/27/2019 06/27/2019 1 Transactions		
1514 McKesson Medical-Surgical					
01-251-000-0000-6431		46.68	07/11/2019 07/11/2019 Inmate medical supplies	58753173	Drugs And Medicine Y
1514 McKesson Medical-Surgical		46.68	07/11/2019 07/11/2019 1 Transactions		
9403 Menards Rochester South					
01-251-000-0000-6416		221.70	07/19/2019 07/19/2019 Jail-maintenance supplies	1262	Misc Supplies N
9403 Menards Rochester South		221.70	07/19/2019 07/19/2019 1 Transactions		
9361 MN Dept Of Corrections					
01-251-000-0000-6381		35,042.16	07/01/2019 12/31/2019 July-Dec 2019 STS payment	553118	Sentence To Serve Expenditure N
9361 MN Dept Of Corrections		35,042.16	07/01/2019 12/31/2019 1 Transactions		
303 Preston Equipment Company					
01-251-000-0000-6580		16.21	07/09/2019 07/09/2019 parts for JD lawn mower	01-75762	Other Repair And Maintenance Suppl N
01-251-000-0000-6580		6.33	07/09/2019 07/09/2019 parts for JD lawn mower	01-75766	Other Repair And Maintenance Suppl N
303 Preston Equipment Company		22.54	07/09/2019 07/09/2019 2 Transactions		

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
81511	Preston Foods						
	01-251-000-0000-6416		79.19	Jail Supplies		Misc Supplies	N
				06/25/2019 07/16/2019			
81511	Preston Foods		79.19	1 Transactions			
251	DEPT Total:		35,896.97	County Jail	8 Vendors	11 Transactions	
602	DEPT			County Extension Service			
111	Fillmore Co Treasurer- Credit Card/ACH						
	01-602-000-0000-6401		199.00	Extension-Headset for Mike	5045	Office Specific Supplies	N
				06/03/2019 06/04/2019			
111	Fillmore Co Treasurer- Credit Card/ACH		199.00	1 Transactions			
602	DEPT Total:		199.00	County Extension Service	1 Vendors	1 Transactions	
1	Fund Total:		61,648.63	County Revenue Fund		65 Transactions	

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
111	DEPT			Facilites Mtce			
	9206 Winona Heating & Ventilating Co, Inc.						
	12-111-000-0000-6625		3,113.37	replace chiller display module	18309	Building Improvement	N
				06/12/2019 06/12/2019			
	9206 Winona Heating & Ventilating Co, Inc.		3,113.37	1 Transactions			
111	DEPT Total:		3,113.37	Facilites Mtce	1 Vendors	1 Transactions	
610	DEPT			Greenleafton Septic System District			
	5147 Gopher Septic Service INC						
	12-610-000-0000-6623		204.00	Mowing/chlor tabs-Greenleafton	34629	Greenleafton Septic System Expenses	N
				07/04/2019 07/04/2019			
	5147 Gopher Septic Service INC		204.00	1 Transactions			
610	DEPT Total:		204.00	Greenleafton Septic System District	1 Vendors	1 Transactions	
12	Fund Total:		3,317.37	INFRA FUND		2 Transactions	

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
300	DEPT		Highway Administration			
110	Fillmore Co Treasurer					
	13-300-000-0000-6205	21.00	postage	June	Postage And Postal Box Rent	N
110	Fillmore Co Treasurer	21.00		1 Transactions		
300	DEPT Total:	21.00	Highway Administration	1 Vendors	1 Transactions	
310	DEPT		Highway Maintenance			
4381	Brock White Company LLC C/O CSG					
	13-310-000-0000-6580	37.00	ditching supplies	13376523	Other Repair And Maintenance Suppl	N
4381	Brock White Company LLC C/O CSG	37.00		1 Transactions		
1982	Dunn Blacktop Co Inc					
	13-310-000-0000-6528	4,185.44	cold mix	440060	Bituminous Materials	N
1982	Dunn Blacktop Co Inc	4,185.44		1 Transactions		
5751	Fastenal Company					
	13-310-000-0000-6515	457.56	supplies	79954	Traffic Signs	N
5751	Fastenal Company	457.56		1 Transactions		
3632	Milestone Materials Inc					
	13-310-000-0000-6505	165.38	rock	3500113262	Aggregate	N
	13-310-000-0000-6505	432.02	rock	3500115968	Aggregate	N
	13-310-000-0000-6505	2,845.96	rock	3500115969	Aggregate	N
	13-310-000-0000-6505	83.33	rock	3500115970	Aggregate	N
	13-310-000-0000-6505	523.81	rock	3500118288	Aggregate	N
	13-310-000-0000-6505	1,476.80	rock	3500118289	Aggregate	N
	13-310-000-0000-6505	459.58	rock	3500119467	Aggregate	N
	13-310-000-0000-6505	1,265.13	rock	3500119468	Aggregate	N
	13-310-000-0000-6505	416.11	rock	3500120604	Aggregate	N
	13-310-000-0000-6505	89.25	rock	3500120605	Aggregate	N
	13-310-000-0000-6505	179.63	rock	3500120606	Aggregate	N
	13-310-000-0000-6505	3,407.29	rock	3500120607	Aggregate	N
	13-310-000-0000-6505	509.79	rock	3500120608	Aggregate	N
	13-310-000-0000-6505	260.70	rock	3500120609	Aggregate	N
	13-310-000-0000-6505	244.88	rock	3500120610	Aggregate	N
	13-310-000-0000-6505	682.90	rock	3500120611	Aggregate	N
	13-310-000-0000-6505	91.05	rock	3500120612	Aggregate	N
	13-310-000-0000-6505	842.21	rock	3500121593	Aggregate	N

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	13-310-000-0000-6505		1,975.33	rock	3500121594	Aggregate N
	13-310-000-0000-6505		2,138.10	rock	3500121595	Aggregate N
	13-310-000-0000-6505		246.08	rock	3500121596	Aggregate N
	13-310-000-0000-6505		85.88	rock	3500121597	Aggregate N
	13-310-000-0000-6505		1,933.62	rock	3500121598	Aggregate N
	13-310-000-0000-6505		636.61	rock	3500121599	Aggregate N
	13-310-000-0000-6505		2,466.45	rock	3500121600	Aggregate N
	13-310-000-0000-6505		1,980.89	5% final contract rock	3500121601	Aggregate N
3632	Milestone Materials Inc		25,438.78	26 Transactions		
272	Newman Signs					
	13-310-000-0000-6515		133.76	barricade lights	TRFINV012483	Traffic Signs N
272	Newman Signs		133.76	1 Transactions		
6659	Soiney/Troy					
	13-310-000-0000-6466		50.00	safety shoes		Safety Materials N
6659	Soiney/Troy		50.00	1 Transactions		
310	DEPT Total:		30,302.54	Highway Maintenance	6 Vendors	31 Transactions
320	DEPT			Highway Construction		
1560	Eickhoff/Donald W & Lila					
	13-320-000-0000-6363		138.06	easement	C1	Right Of Way Costs Y
	13-320-000-0000-6363		99.10	easement	T1	Right Of Way Costs Y
1560	Eickhoff/Donald W & Lila		237.16	2 Transactions		
5751	Fastenal Company					
	13-320-000-0000-6501		4.31	supplies	79807	Engineering And Surveying Supplies N
5751	Fastenal Company		4.31	1 Transactions		
82132	Fillmore Co Journal, Sethre Media Group					
	13-320-000-0000-6241		6.39	ads: 601-030	101985	Advertising N
82132	Fillmore Co Journal, Sethre Media Group		6.39	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH					
	13-320-000-0000-6501		51.88	supplies		Engineering And Surveying Supplies N
111	Fillmore Co Treasurer- Credit Card/ACH		51.88	1 Transactions		
6657	Gleason/Richard W and Jodi A					

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-320-000-0000-6363		1,240.00	easement	D1	Right Of Way Costs	S
	13-320-000-0000-6363		292.50	easement	P1	Right Of Way Costs	S
6657	Gleason/Richard W and Jodi A		1,532.50	2 Transactions			
347	State Of Mn						
	13-320-000-0000-6377		230.46	material testing	P00010523	Fees And Service Charges	N
347	State Of Mn		230.46	1 Transactions			
4844	Stonebrooke Engineering, Inc.						
	13-320-000-0000-6265		720.00	consulting	676.10	Consulting	N
4844	Stonebrooke Engineering, Inc.		720.00	1 Transactions			
4295	Wsb & Associates Inc						
	13-320-000-0000-6265		1,544.50	consulting	R0143300001	Consulting	N
4295	Wsb & Associates Inc		1,544.50	1 Transactions			
320	DEPT Total:		4,327.20	Highway Construction	8 Vendors	10 Transactions	
330	DEPT			Equipment Maintenance Shops			
6617	Chatfield Parts House						
	13-330-000-0000-6576		20.22	supplies	723446	Shop Supplies & Tools	N
6617	Chatfield Parts House		20.22	1 Transactions			
5005	Cintas Corporation- First Aid & Safety						
	13-330-000-0000-6576		98.95	supplies	5014257920	Shop Supplies & Tools	N
5005	Cintas Corporation- First Aid & Safety		98.95	1 Transactions			
5826	Culligan Water Conditioning						
	13-330-000-0000-6317		100.35	drinking water	913778	Building Maintenance	N
5826	Culligan Water Conditioning		100.35	1 Transactions			
8165	Dave Syverson Freightliner						
	13-330-000-0000-6575		49.73	parts	316064	Machinery Parts	N
	13-330-000-0000-6575		41.45	parts	316099	Machinery Parts	N
	13-330-000-0000-6575		96.76	parts	316150	Machinery Parts	N
	13-330-000-0000-6575		26.58	parts	317294	Machinery Parts	N
	13-330-000-0000-6575		314.34	parts	317605	Machinery Parts	N
	13-330-000-0000-6575		36.38	parts	317650	Machinery Parts	N
	13-330-000-0000-6575		64.00-	parts	317788	Machinery Parts	N

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
8165	Dave Syverson Freightliner		501.24	7 Transactions		
5751	Fastenal Company					
	13-330-000-0000-6576		5.28	supplies	80261	Shop Supplies & Tools N
	13-330-000-0000-6576		12.78	supplies	80327	Shop Supplies & Tools N
	13-330-000-0000-6576		80.13	supplies	80350	Shop Supplies & Tools N
	13-330-000-0000-6576		2.28	supplies	80352	Shop Supplies & Tools N
5751	Fastenal Company		100.47	4 Transactions		
3714	Hovey Oil Co Inc					
	13-330-000-0000-6561		1,690.92	#2 diesel	99410	Gasoline Diesel And Other Fuels N
3714	Hovey Oil Co Inc		1,690.92	1 Transactions		
6542	Kaman Industrial Technologies					
	13-330-000-0000-6576		169.34	supplies	A326061	Shop Supplies & Tools N
	13-330-000-0000-6576		142.00	supplies	L39757	Shop Supplies & Tools N
	13-330-000-0000-6576		51.18	supplies	W632419	Shop Supplies & Tools N
6542	Kaman Industrial Technologies		362.52	3 Transactions		
5988	Preston Auto Parts					
	13-330-000-0000-6576		32.82	supplies	589858	Shop Supplies & Tools N
	13-330-000-0000-6576		23.97	supplies	590005	Shop Supplies & Tools N
	13-330-000-0000-6575		47.35-	parts	590251	Machinery Parts N
	13-330-000-0000-6576		8.49	supplies	590631	Shop Supplies & Tools N
	13-330-000-0000-6576		16.92	supplies	590632	Shop Supplies & Tools N
	13-330-000-0000-6576		10.87	supplies	591499	Shop Supplies & Tools N
	13-330-000-0000-6565		10.42	transmission oil	591551	Motor Oil And Lubricants N
	13-330-000-0000-6576		8.98	supplies	591566	Shop Supplies & Tools N
	13-330-000-0000-6575		87.38	parts	591639	Machinery Parts N
	13-330-000-0000-6575		27.78-	parts	591758	Machinery Parts N
	13-330-000-0000-6576		2.99	supplies	591842	Shop Supplies & Tools N
	13-330-000-0000-6576		10.58	supplies	592007	Shop Supplies & Tools N
	13-330-000-0000-6575		5.80	parts	592474	Machinery Parts N
	13-330-000-0000-6575		19.00	parts	592491	Machinery Parts N
	13-330-000-0000-6575		13.82	parts	592621	Machinery Parts N
	13-330-000-0000-6576		22.10	supplies	592668	Shop Supplies & Tools N
	13-330-000-0000-6576		3.75	supplies	592709	Shop Supplies & Tools N
	13-330-000-0000-6561		13.52	additive	592907	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6317		14.99	bldg maint	592922	Building Maintenance N

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-330-000-0000-6575		11.75	parts	592993	Machinery Parts	N
5988	Preston Auto Parts		243.02	20 Transactions			
303	Preston Equipment Company						
	13-330-000-0000-6575		29.42	parts	01-74264	Machinery Parts	N
	13-330-000-0000-6576		36.59	supplies	01-76365	Shop Supplies & Tools	N
	13-330-000-0000-6576		35.38	supplies	01-76745	Shop Supplies & Tools	N
303	Preston Equipment Company		101.39	3 Transactions			
3206	S & A Petroleum						
	13-330-000-0000-6561		6.03	gas	187097	Gasoline Diesel And Other Fuels	N
3206	S & A Petroleum		6.03	1 Transactions			
618	Scharf Auto Supply Inc						
	13-330-000-0000-6575		9.05	filters	614774	Machinery Parts	N
	13-330-000-0000-6575		142.35	filters	615675	Machinery Parts	N
	13-330-000-0000-6575		36.71	filters	615946	Machinery Parts	N
	13-330-000-0000-6575		29.28	filters	616192	Machinery Parts	N
	13-330-000-0000-6575		16.83	filters	616619	Machinery Parts	N
618	Scharf Auto Supply Inc		234.22	5 Transactions			
85924	Schilling Supply Company						
	13-330-000-0000-6576		251.10	supplies	728126-00	Shop Supplies & Tools	N
85924	Schilling Supply Company		251.10	1 Transactions			
3634	Spring Valley Overhead Door Company Ll						
	13-330-000-0000-6317		142.14	bldg maint	46171	Building Maintenance	N
	13-330-000-0000-6317		827.92	bldg maint	46199	Building Maintenance	N
3634	Spring Valley Overhead Door Company Ll		970.06	2 Transactions			
6662	Triple EEE Contracting LLC						
	13-330-000-0000-6317		900.00	installation of shop doors	306	Building Maintenance	N
6662	Triple EEE Contracting LLC		900.00	1 Transactions			
8755	Valley Home Improvement						
	13-330-000-0000-6317		3,287.20	2 shop doors	60796	Building Maintenance	N
	13-330-000-0000-6317		1,643.60	1 shop door	60796	Building Maintenance	N
8755	Valley Home Improvement		4,930.80	2 Transactions			

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13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 17

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
6286	World Fuel Services Inc						
	13-330-000-0000-6565		1,284.00	hydraulic oil	117502	Motor Oil And Lubricants	N
6286	World Fuel Services Inc		1,284.00	1 Transactions			
450	Zep Sales & Service, ACUITY SPECIALTY I						
	13-330-000-0000-6576		103.83	supplies	9004419336	Shop Supplies & Tools	N
450	Zep Sales & Service, ACUITY SPECIALTY I		103.83	1 Transactions			
330	DEPT Total:		11,899.12	Equipment Maintenance Shops	17 Vendors	55 Transactions	
13	Fund Total:		46,549.86	County Road & Bridge		97 Transactions	

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14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 18

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
390	DEPT			Resource Recovery Center			
4380	ABM Equipment & Supply Inc 14-390-000-0000-6311		220.99	RRC-check valve 07/24/2019 07/24/2019	160662-IN	Miscellaneous Repairs And Maintenar	N
4380	ABM Equipment & Supply Inc		220.99	1 Transactions			
6150	Cintas Corporation No.2 14-390-000-0000-6377		17.70	RRC-Uniforms 07/12/2019 07/12/2019	4025727483	Fees And Service Charges	N
	14-390-000-0000-6377		17.97	RRC-Uniforms 07/26/2019 07/26/2019	4026668971	Fees And Service Charges	N
6150	Cintas Corporation No.2		35.67	2 Transactions			
106	Fillmore Co Treasurer 14-390-000-0000-6561		52.50	RRC- June Fuel 06/26/2019 06/26/2019		Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		52.50	1 Transactions			
5504	HARTER'S TRASH & RECYCLING INC 14-390-000-0000-6374		18,321.57	RRC-May Trash 05/01/2019 05/31/2019	367168	Landfill Tipping Fees	N
	14-390-000-0000-6374		14,656.60	RRC-June Trash 06/01/2019 06/30/2019	369492	Landfill Tipping Fees	N
5504	HARTER'S TRASH & RECYCLING INC		32,978.17	2 Transactions			
2050	Liberty Tire Recycling LLC 14-390-000-0000-6862		1,705.12	RRC-Tire Disposal 07/11/2019 07/11/2019	1628960	Management Of Problem Wastes	N
2050	Liberty Tire Recycling LLC		1,705.12	1 Transactions			
253	Morem Electric Inc 14-390-000-0000-6311		127.41	Bathroom light replacement 07/17/2019 07/17/2019	41366	Miscellaneous Repairs And Maintenar	N
253	Morem Electric Inc		127.41	1 Transactions			
5988	Preston Auto Parts 14-390-000-0000-6311		1.76	Trimmer Parts 07/23/2019 07/23/2019	596130	Miscellaneous Repairs And Maintenar	N

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14 Sanitation Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 19

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
5988	Preston Auto Parts		1 Transactions			
390	DEPT Total:	35,121.62	Resource Recovery Center	7 Vendors	9 Transactions	
391	DEPT		Score Grant Program			
5504	HARTER'S TRASH & RECYCLING INC					
	14-391-000-0000-6861	15,890.68	RRC-May Recycling	367168	Recycling Operation Expense	N
			05/01/2019 05/31/2019			
	14-391-000-0000-6861	16,909.46	RRC-June Recycling	369492	Recycling Operation Expense	N
			06/01/2019 06/30/2019			
5504	HARTER'S TRASH & RECYCLING INC	32,800.14	2 Transactions			
391	DEPT Total:	32,800.14	Score Grant Program	1 Vendors	2 Transactions	
14	Fund Total:	67,921.76	Sanitation Fund		11 Transactions	

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8/1/19 3:33PM

91 Economic Development Au

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 20

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
705	DEPT			Economic Development			
	6324 Martin Walsh						
	91-705-000-0000-6335		22.45	Mileage Reimbursement		Employee Automobile Allowance	N
				06/25/2019 06/25/2019			
	6324 Martin Walsh		22.45	1 Transactions			
705	DEPT Total:		22.45	Economic Development	1 Vendors	1 Transactions	
91	Fund Total:		22.45	Economic Development Author		1 Transactions	
	Final Total:		179,460.07	92 Vendors	176 Transactions		

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	61,648.63	County Revenue Fund	
	12	3,317.37	INFRA FUND	
	13	46,549.86	County Road & Bridge	
	14	67,921.76	Sanitation Fund	
	91	22.45	Economic Development Authori	
	All Funds	179,460.07	Total	Approved by,
			
			

ddunn
7/25/19 8:51AM
1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
5536	MiEnergy Cooperative						
	01-251-000-0000-6251		101.73	radio tower electricity		Electricity	N
5536	MiEnergy Cooperative		101.73	1 Transactions			
248	MN Unemployment Insurance Fund						
	01-125-000-0000-6377		3,465.00	Unemployment Ins 2nd Qtr 2019		Fees And Service Charges	N
248	MN Unemployment Insurance Fund		3,465.00	1 Transactions			
1 Fund Total:			3,566.73	County Revenue Fund	2 Vendors	2 Transactions	

ddunn
 7/25/19 8:51AM
 13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
6416	Structural Specialties, Inc			20,099.62	601-29 R/C #4		Regular Construction Contracts	N
	13-320-000-0000-6343							
6416	Structural Specialties, Inc			20,099.62	1 Transactions			
6308	Swenke Ims Contracting			47,301.35	592-002 Heron LRIP#5		Local Road Imporvement Program C	N
	13-320-000-0000-6616							
6308	Swenke Ims Contracting			47,301.35	1 Transactions			
13 Fund Total:				67,400.97	County Road & Bridge	2 Vendors	2 Transactions	

ddunn
7/25/19 8:51AM
14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
5882	Winneshiek County Landfill							
	14-390-000-0000-6374			1,323.70	tipping fees	23373	Landfill Tipping Fees	N
5882	Winneshiek County Landfill			1,323.70	1 Transactions			
14 Fund Total:				1,323.70	Sanitation Fund	1 Vendors	1 Transactions	
Final Total:				72,291.40	5 Vendors	5 Transactions		

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	3,566.73	County Revenue Fund	
	13	67,400.97	County Road & Bridge	
	14	1,323.70	Sanitation Fund	
	All Funds	72,291.40	Total	Approved by,
			
			

ddunn
8/1/19 1:28PM
1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3219	Centurylink						
	01-251-000-0000-6203		48.90	Sheriff Office Long Distance		Telephone	N
	01-149-000-0000-6203		195.51	6/24/19-7/23/19 Courthouse	1473149353	Telephone	N
	01-149-000-0000-6203		176.33	6/24/19-7/23/19 FCOB	1473149981	Telephone	N
3219	Centurylink		420.74	3 Transactions			
111	Fillmore Co Treasurer- Credit Card/ACH						
	01-149-000-0000-6205		2,500.00	Postage for Mail Machine		Postage And Postal Box Rent	N
111	Fillmore Co Treasurer- Credit Card/ACH		2,500.00	1 Transactions			
6157	Further						
	01-149-000-0000-6289		401.20	July 2019 Participant Fee		Select Account Adm.	N
6157	Further		401.20	1 Transactions			
4574	Hanson/Robert G.						
	01-125-000-0000-6377		240.00	June Van Trips to VA Hospital		Fees And Service Charges	Y
	01-125-000-0000-6377		320.00	July Van Trips to VA Hospital		Fees And Service Charges	Y
4574	Hanson/Robert G.		560.00	2 Transactions			
6267	Jeffers/Edward Charles						
	01-125-000-0000-6377		160.00	June Van Trips to VA Hospital		Fees And Service Charges	N
	01-125-000-0000-6377		160.00	July Van Trips to VA Hospital		Fees And Service Charges	N
6267	Jeffers/Edward Charles		320.00	2 Transactions			
4504	Laughlin/Ronald D.						
	01-125-000-0000-6377		320.00	June Van Trips to VA Hospital		Fees And Service Charges	Y
	01-125-000-0000-6377		320.00	July Van Trips to VA Hospital		Fees And Service Charges	Y
4504	Laughlin/Ronald D.		640.00	2 Transactions			
6094	MN Energy Resources Corporation						
	01-251-000-0000-6255		109.33	Natural Gas		Gas	N
6094	MN Energy Resources Corporation		109.33	1 Transactions			
1 Fund Total:			4,951.27	County Revenue Fund	7 Vendors	12 Transactions	

ddunn
8/1/19 1:28PM
13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
288	City Of Peterson						
	13-330-000-0000-6251		135.10	utilities	108A	Electricity	N
288	City Of Peterson		135.10	1 Transactions			
3632	Milestone Materials Inc						
	13-310-000-0000-6505		37,636.88	95% contract rock	3500121601	Aggregate	N
3632	Milestone Materials Inc		37,636.88	1 Transactions			
6094	MN Energy Resources Corporation						
	13-330-000-0000-6255		48.17	natural gas	0502458275	Gas	N
	13-330-000-0000-6255		46.51	natural gas	0505303491	Gas	N
	13-330-000-0000-6255		70.20	natural gas	0506251865	Gas	N
	13-330-000-0000-6255		54.51	natural gas	0507313281	Gas	N
	13-330-000-0000-6255		12.77	natural gas	0507351562	Gas	N
6094	MN Energy Resources Corporation		232.16	5 Transactions			
13 Fund Total:			38,004.14	County Road & Bridge	3 Vendors	7 Transactions	
Final Total:			42,955.41	10 Vendors	19 Transactions		

*** Fillmore County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	4,951.27	County Revenue Fund	
	13	38,004.14	County Road & Bridge	
	All Funds	42,955.41	Total	Approved by,
			
			

2020

Maintenance	Hourly/Salary	Gross Salaries	Life Insurance	PERA	Social Security	Medicare	Health Insurance	Total Cost	FTE
TS	\$ 30.43	\$ 64,876.76	\$ 10.80	\$ 2,919.45	\$ 2,413.42	\$ 564.43	\$ 11,793.00	\$ 82,577.86	1
DB	\$ 17.12	\$ 18,951.84	\$ 10.80	\$ 1,421.39	\$ 1,175.01	\$ 274.80	\$ 11,793.00	\$ 33,626.84	1
6/13/2020	\$ 17.67	\$ 18,111.75	\$ -	\$ 1,358.38	\$ 1,122.93	\$ 262.62	\$ -	\$ 20,855.68	
		\$ 37,063.59	\$ 10.80	\$ 2,779.77	\$ 2,297.94	\$ 537.42	\$ 11,793.00	\$ 54,482.52	1
DE	\$ 20.45	\$ 43,599.40	\$ 10.80	\$ 3,269.96	\$ 2,703.16	\$ 632.19	\$ 11,793.00	\$ 62,008.51	1
EP	\$ 17.67	\$ 28,254.33	\$ 10.80	\$ 2,119.07	\$ 1,751.77	\$ 409.69	\$ 11,793.00	\$ 44,338.66	1
9/5/2020	\$ 18.22	\$ 9,711.26		\$ 728.34	\$ 602.10	\$ 140.81		\$ 11,182.52	
		\$ 37,965.59	\$ 10.80	\$ 2,847.42	\$ 2,353.87	\$ 550.50	\$ 11,793.00	\$ 55,521.18	1
BT	\$ 19.33	\$ 24,033.47	\$ 10.80	\$ 1,802.51	\$ 1,490.08	\$ 348.49	\$ 26,015.00	\$ 53,700.34	1
7/30/2020	\$ 19.88	\$ 17,666.86		\$ 1,325.01	\$ 1,095.35	\$ 256.17		\$ 20,343.39	
		\$ 41,700.33	\$ 10.80	\$ 3,127.52	\$ 2,585.42	\$ 604.65	\$ 26,015.00	\$ 74,043.73	1
CL	\$ 17.12	\$ 3,948.30	\$ 9.60	\$ 296.12	\$ 244.79	\$ 57.25	\$ 17,070.00	\$ 21,626.07	1
2/10/2020	\$ 17.67	\$ 33,597.30		\$ 2,519.80	\$ 2,083.03	\$ 487.16		\$ 38,687.29	
		\$ 37,545.60	\$ 10.80	\$ 2,815.92	\$ 2,327.83	\$ 544.41	\$ 17,070.00	\$ 60,313.35	1
		\$ 262,751.27	\$ 64.80	\$ 17,760.04	\$ 14,681.63	\$ 3,433.61	\$ 90,257.00	\$ 388,947.15	6

* salary increases based on 2.5%

* health insurance increased based on 18% per Flex Benefits Consultant

Bobbie

8/2/19

1:44PM

*** Fillmore County ***



USER- SELECTED BUDGET REPORT

01 FUND County Revenue Fund

Report Basis: Modified Accrual

<u>Account Number</u>		<u>Account Description</u>	<u>BUDGET 2018</u>	<u>2018 Actual Mo. 01 - 12</u>	<u>BUDGET 2019</u>	<u>2019 Actual Mo. 01 - 06</u>		
111	DEPT	Facilites Mtce						
	01- 111- 000- 0000- 5828	Rebates	500 -	0	500 -	0	0	
	01- 111- 000- 0000- 6105	Gross Salaries	233,120	232,432	240,489	128,805	262,751	
	01- 111- 000- 0000- 6106	Differential Pay	2,500	2,974	2,500	1,772	3,000	
	01- 111- 000- 0000- 6110	Overtime Salaries	0	211	0	0	0	
	01- 111- 000- 0000- 6152	Life Insurance	58	65	58	32	65	
	01- 111- 000- 0000- 6162	P.E.R.A. - Employer	15,650	17,671	16,157	9,401	17,760	
	01- 111- 000- 0000- 6171	Social Security- Employer	12,937	13,451	13,356	7,487	14,682	
	01- 111- 000- 0000- 6172	Medicare- Employer	3,026	3,146	3,124	1,751	3,434	
	01- 111- 000- 0000- 6174	Co.Health Contribution	57,206	66,266	76,489	38,243	90,257	
	01- 111- 000- 0000- 6176	Employee Safety Boots	100	0	200	0	100	
	01- 111- 000- 0000- 6206	Employee Electronic Device Reimbu	900	840	840	420	840	
	01- 111- 000- 0000- 6251	Electricity	70,000	82,281	80,000	33,130	80,000	
	01- 111- 000- 0000- 6255	Gas	18,000	15,182	18,000	10,496	18,000	
	01- 111- 000- 0000- 6316	Grounds Maintenance	500	698	500	445	500	
	01- 111- 000- 0000- 6317	Building Maintenance	12,000	16,553	15,000	8,800	16,000	
	01- 111- 000- 0000- 6335	Employee Automobile Allowance	1,000	873	900	321	900	
	01- 111- 000- 0000- 6337	Other Travel Expense- Meals	0	0	0	43	50	
	01- 111- 000- 0000- 6377	Fees And Service Charges	5,000	3,949	5,000	855	4,000	
	01- 111- 000- 0000- 6411	Custodial Supplies	15,000	16,491	15,000	3,493	0	
	01- 111- 000- 0000- 6561	Gasoline Diesel And Other Fuels	50	45	50	14	50	
	01- 111- 000- 0000- 6580	Other Repair And Maintenance Sup	4,000	4,376	5,000	3,408	4,500	
	01- 111- 000- 0000- 6625	Building Improvement	0	892	0	0	0	
DEPT	111	Facilites Mtce	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889
FUND	01	County Revenue Fund	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889
		Final Totals	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889

Bobbie

8/2/19

1:45PM

*** Fillmore County ***



USER- SELECTED BUDGET REPORT

12 FUND INFRA FUND

Report Basis: Modified Accrual

<u>Account Number</u>		<u>Account Description</u>	<u>BUDGET</u> <u>2018</u>	<u>2018</u> <u>Actual</u> <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2019</u>	<u>2019</u> <u>Actual</u> <u>Mo. 01 - 06</u>	
111	DEPT	Facilites Mtce					
12- 111- 000- 0000- 5001		Current Taxes	150,000 -	140,505 -	150,000 -	0	0
12- 111- 000- 0000- 5004		Delinquent Taxes	0	483 -	0	0	0
12- 111- 000- 0000- 5007		Mobile Home Tax - Current	0	32 -	0	0	0
12- 111- 000- 0000- 5008		Mobile Home Tax - Prior & Delinqu	0	2 -	0	0	0
12- 111- 000- 0000- 5831		Miscellaneous Revenue	0	101,999 -	0	0	0
12- 111- 000- 0000- 6377		Fees And Service Charges	0	883	0	973	0
12- 111- 000- 0000- 6625		Building Improvement	150,000	65,225	150,000	15,766	150,000
DEPT	111	Facilites Mtce					
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	66,108	150,000	16,739	150,000
		Net	0	176,913-	0	16,739	150,000
610	DEPT	Greenleafton Septic System District					
12- 610- 000- 0000- 6623		Greenleafton Septic System Expens	0	6,783	0	420	0
DEPT	610	Greenleafton Septic System District					
		Revenue	0	0	0	0	0
		Expend.	0	6,783	0	420	0
		Net	0	6,783	0	420	0
FUND	12	INFRA FUND					
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	72,891	150,000	17,159	150,000
		Net	0	170,130-	0	17,159	150,000
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	72,891	150,000	17,159	150,000
		Net	0	170,130-	0	17,159	150,000
		Final Totals					
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	72,891	150,000	17,159	150,000
		Net	0	170,130-	0	17,159	150,000

2020

Maintenance	Hourly/Salary	Gross Salaries	Life Insurance	PERA	Social Security	Medicare	Health Insurance	Total Cost	FTE
TS	\$ 30.43	\$ 64,876.76	\$ 10.80	\$ 2,919.45	\$ 2,413.42	\$ 564.43	\$ 11,793.00	\$ 82,577.86	1
DB	\$ 17.12	\$ 18,951.84	\$ 10.80	\$ 1,421.39	\$ 1,175.01	\$ 274.80	\$ 11,793.00	\$ 33,626.84	1
6/13/2020	\$ 17.67	\$ 18,111.75	\$ -	\$ 1,358.38	\$ 1,122.93	\$ 262.62	\$ -	\$ 20,855.68	
		\$ 37,063.59	\$ 10.80	\$ 2,779.77	\$ 2,297.94	\$ 537.42	\$ 11,793.00	\$ 54,482.52	1
DE	\$ 20.45	\$ 43,599.40	\$ 10.80	\$ 3,269.96	\$ 2,703.16	\$ 632.19	\$ 11,793.00	\$ 62,008.51	1
EP	\$ 17.67	\$ 28,254.33	\$ 10.80	\$ 2,119.07	\$ 1,751.77	\$ 409.69	\$ 11,793.00	\$ 44,338.66	1
9/5/2020	\$ 18.22	\$ 9,711.26		\$ 728.34	\$ 602.10	\$ 140.81		\$ 11,182.52	
		\$ 37,965.59	\$ 10.80	\$ 2,847.42	\$ 2,353.87	\$ 550.50	\$ 11,793.00	\$ 55,521.18	1
BT	\$ 19.33	\$ 24,033.47	\$ 10.80	\$ 1,802.51	\$ 1,490.08	\$ 348.49	\$ 26,015.00	\$ 53,700.34	1
7/30/2020	\$ 19.88	\$ 17,666.86		\$ 1,325.01	\$ 1,095.35	\$ 256.17		\$ 20,343.39	
		\$ 41,700.33	\$ 10.80	\$ 3,127.52	\$ 2,585.42	\$ 604.65	\$ 26,015.00	\$ 74,043.73	1
CL	\$ 17.12	\$ 3,948.30	\$ 9.60	\$ 296.12	\$ 244.79	\$ 57.25	\$ 17,070.00	\$ 21,626.07	1
2/10/2020	\$ 17.67	\$ 33,597.30		\$ 2,519.80	\$ 2,083.03	\$ 487.16		\$ 38,687.29	
		\$ 37,545.60	\$ 10.80	\$ 2,815.92	\$ 2,327.83	\$ 544.41	\$ 17,070.00	\$ 60,313.35	1
		\$ 262,751.27	\$ 64.80	\$ 17,760.04	\$ 14,681.63	\$ 3,433.61	\$ 90,257.00	\$ 388,947.15	6

* salary increases based on 2.5%

* health insurance increased based on 18% per Flex Benefits Consultant

Bobbie

8/2/19

1:44PM

*** Fillmore County ***



USER- SELECTED BUDGET REPORT

01 FUND County Revenue Fund

Report Basis: Modified Accrual

<u>Account Number</u>		<u>Account Description</u>	<u>BUDGET</u> <u>2018</u>	<u>2018</u> <u>Actual</u> <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2019</u>	<u>2019</u> <u>Actual</u> <u>Mo. 01 - 06</u>		
111	DEPT	Facilites Mtce						
	01- 111- 000- 0000- 5828	Rebates	500 -	0	500 -	0	0	
	01- 111- 000- 0000- 6105	Gross Salaries	233,120	232,432	240,489	128,805	262,751	
	01- 111- 000- 0000- 6106	Differential Pay	2,500	2,974	2,500	1,772	3,000	
	01- 111- 000- 0000- 6110	Overtime Salaries	0	211	0	0	0	
	01- 111- 000- 0000- 6152	Life Insurance	58	65	58	32	65	
	01- 111- 000- 0000- 6162	P.E.R.A. - Employer	15,650	17,671	16,157	9,401	17,760	
	01- 111- 000- 0000- 6171	Social Security- Employer	12,937	13,451	13,356	7,487	14,682	
	01- 111- 000- 0000- 6172	Medicare- Employer	3,026	3,146	3,124	1,751	3,434	
	01- 111- 000- 0000- 6174	Co.Health Contribution	57,206	66,266	76,489	38,243	90,257	
	01- 111- 000- 0000- 6176	Employee Safety Boots	100	0	200	0	100	
	01- 111- 000- 0000- 6206	Employee Electronic Device Reimbu	900	840	840	420	840	
	01- 111- 000- 0000- 6251	Electricity	70,000	82,281	80,000	33,130	80,000	
	01- 111- 000- 0000- 6255	Gas	18,000	15,182	18,000	10,496	18,000	
	01- 111- 000- 0000- 6316	Grounds Maintenance	500	698	500	445	500	
	01- 111- 000- 0000- 6317	Building Maintenance	12,000	16,553	15,000	8,800	16,000	
	01- 111- 000- 0000- 6335	Employee Automobile Allowance	1,000	873	900	321	900	
	01- 111- 000- 0000- 6337	Other Travel Expense- Meals	0	0	0	43	50	
	01- 111- 000- 0000- 6377	Fees And Service Charges	5,000	3,949	5,000	855	4,000	
	01- 111- 000- 0000- 6411	Custodial Supplies	15,000	16,491	15,000	3,493	0	
	01- 111- 000- 0000- 6561	Gasoline Diesel And Other Fuels	50	45	50	14	50	
	01- 111- 000- 0000- 6580	Other Repair And Maintenance Sup	4,000	4,376	5,000	3,408	4,500	
	01- 111- 000- 0000- 6625	Building Improvement	0	892	0	0	0	
DEPT	111	Facilites Mtce	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889
FUND	01	County Revenue Fund	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889
		Final Totals	Revenue	500 -	0	500 -	0	0
			Expend.	451,047	478,396	492,663	248,916	516,889
			Net	450,547	478,396	492,163	248,916	516,889

Bobbie

8/2/19

1:45PM

*** Fillmore County ***



USER- SELECTED BUDGET REPORT

12 FUND INFRA FUND

Report Basis: Modified Accrual

<u>Account Number</u>		<u>Account Description</u>	<u>BUDGET</u> <u>2018</u>	<u>2018</u> <u>Actual</u> <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2019</u>	<u>2019</u> <u>Actual</u> <u>Mo. 01 - 06</u>	
111	DEPT	Facilites Mtce					
12- 111- 000- 0000- 5001		Current Taxes	150,000 -	140,505 -	150,000 -	0	0
12- 111- 000- 0000- 5004		Delinquent Taxes	0	483 -	0	0	0
12- 111- 000- 0000- 5007		Mobile Home Tax - Current	0	32 -	0	0	0
12- 111- 000- 0000- 5008		Mobile Home Tax - Prior & Delinqu	0	2 -	0	0	0
12- 111- 000- 0000- 5831		Miscellaneous Revenue	0	101,999 -	0	0	0
12- 111- 000- 0000- 6377		Fees And Service Charges	0	883	0	973	0
12- 111- 000- 0000- 6625		Building Improvement	150,000	65,225	150,000	15,766	150,000
DEPT	111	Facilites Mtce					
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	66,108	150,000	16,739	150,000
		Net	0	176,913-	0	16,739	150,000
610	DEPT	Greenleafton Septic System District					
12- 610- 000- 0000- 6623		Greenleafton Septic System Expens	0	6,783	0	420	0
DEPT	610	Greenleafton Septic System District					
		Revenue	0	0	0	0	0
		Expend.	0	6,783	0	420	0
		Net	0	6,783	0	420	0
FUND	12	INFRA FUND					
		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	72,891	150,000	17,159	150,000
		Net	0	170,130-	0	17,159	150,000
Final Totals		Revenue	150,000-	243,021 -	150,000-	0	0
		Expend.	150,000	72,891	150,000	17,159	150,000
		Net	0	170,130-	0	17,159	150,000

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes):

5

Dept.: Fillmore County Public Health

Prepared By: Jessica Erickson, DON

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

Consent Agenda:

Documentation
(Yes/No):

Regular Agenda:

Documentation
(Yes/No):

1. Approval of Evidence Based Home Visiting Expansion Grant Memorandum of Agreement

YES

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

Evidence Based Home Visiting Expansion Grant Memorandum of Agreement

This Memorandum of Agreement is made and entered into by and between Rice County Community Health Services and Fillmore-Houston CHB, referred to as "Partner."

WHEREAS, evidence-based home visiting models serve families in need and are intended to be implemented at the community level as part of a coordinated, integrated system of early childhood services;

WHEREAS, the Minnesota Department of Health provides grant awards for planning or implementation of a new or expanded evidence-based home visiting model;

WHEREAS, Rice County Community Health Service and Fillmore-Houston CHB desire to partner, resulting in Fillmore-Houston CHB joining the existing Healthy Families Southeast Minnesota partnership which consists of Rice County Community Health Service, Dodge-Steele Community Health Services, Freeborn County Public Health, Goodhue County Health and Human Services, Wabasha County Community Health Service, and Winona County Community Services, in order to implement an Evidence Based Home Visiting (EBHV) expansion grant from the Minnesota Department of Health, and

WHEREAS, the grant period for the Minnesota Department of Health EBHV expansion grant is effective from June 12, 2019 to December 31, 2022, and

WHEREAS, the EBHV expansion grant dollars have been awarded to expansion grant applicant Rice County Community Health Service, with Fillmore-Houston CHB as the expansion partner,

WHEREAS, the Partner desires to work collaboratively to implement policies and services for the use of those EBHV grant dollars;

WHEREAS, other partners have previously signed a similar MOA, in order to outline the responsibilities of each Partner.

NOW, THEREFORE, Partner hereto agrees as follows:

1. TERM

- a. This Agreement shall be effective concurrently with the EBHV expansion grant from the Minnesota Department of Health, which is June 12, 2019 to December 31, 2022.

2. GRANT IMPLEMENTATION/COMPLIANCE

- a. Partner shall implement the expansion EBHV Grant from the Minnesota Department of Health, for the period June 12, 2019 to December 31, 2022.

- b. Partner will cooperate and collaborate in implementing EBHV expansion grant activities as outlined in the Expansion Grant Agreement and Work Plan, between Rice County Community Health Service and the Minnesota Department of Health, attached as Exhibit A and incorporated into this Agreement by reference.
- c. Partner shall comply with all Grantee Duties and Responsibilities as indicated in the EBHV Expansion Grant Agreement as outlined in Exhibit A.

3. DUTIES OF PARTNER and RICE COUNTY

a. Rice County

- i. Rice County Community Health Service will act as the fiscal agent for purposes of this Agreement and agrees to:
 - Accept all responsibilities associated with the implementation of the grant agreement.
 - Perform financial transactions as part of grant agreement, if applicable.
 - Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report.
 - Provide the records necessary to describe the financial condition of the grant agreement.
 - Provide Partner with the records necessary to describe the financial condition of the EBHV expansion grant agreement
 - Retain fiscal records consistent with the agent's records retention schedule.
- ii. Rice County Community Health Service is designated as the “applicant agency” by the Minnesota Department of Health for this expansion grant.
- iii. Rice County Community Health Service will submit financial invoices to the State of Minnesota for all partner agencies quarterly, with the first invoice due to MDH for Fillmore-Houston expansion activities by July 20, 2019. During the last 3 months of the grant (October – December 2022) invoicing will be done monthly. Once payment is obtained by Rice County Community Health Service, partner agencies will receive reimbursement by Rice County Community Health Service

b. Partners

- i. All partner organizations will provide home visiting staff as outlined in the individual partner EBHV budgets to perform local home visiting activities. Staff will be employed directly by each county.
- ii. Fillmore-Houston CHB will provide an itemized invoice for grant activities to Rice County Community Health Service by the 10th day of the first month for each quarter for activities occurring during the previous quarter.

- iii. The last three months of the grant period - October 2022, November 2022 and December 2022 - itemized invoices for grant activities will be submitted monthly to Rice County Community Health Service. Rice County Community Health Services will supply the form to use for invoicing and tracking to all partner agencies.
- iv. The first invoicing to Rice County Community Health will be due July 10, 2019. Modifications greater than 10 percent of any budget line items shall require approval by Rice County Community Health, in consultation with MDH.
- v. All partner agencies shall seek third party reimbursement for evidence based home visiting program services provided to Medicaid-enrolled families. Earned program income generated by grant-supported activities shall be reinvested in EBHV program for each partner and may be used for allowable costs. Earned program income generated by grant-supported activities shall be reported as required by the Minnesota Department of Health on quarterly reports.

4. FUNDING

- a. As part of this EBHV expansion grant, both Rice County Community Health and Fillmore-Houston CHB developed a budget, and an expansion grant workplan, which was included in the approved expansion project funding from Minnesota Department of Health. Both Rice County Community Health and Fillmore-Houston CHB is eligible to receive up to the amount designated within each of those individual budgets, within each of the budget periods. The total approved budget amounts for the expansion grant project are as follows:

Rice County Community Health Service: \$49,770.00

Fillmore-Houston CHB: \$654,248.00

5. PROGRAM POSITION FUNDING/TERMINATION OF AGREEMENT

- a. All Partners to this agreement understand that the program coordinator position, and any other positions that partner agencies employ to carry out the work of this EBHV grant, will be supported by funding received through the Evidence Based Home Visiting Expansion Grant agreement between Rice County Community Health Service and the State of Minnesota.
- b. Rice County Community Health or any other Partner has no obligation to fund the coordinator position.
- c. Should Rice County Community Health Service not receive funding from the State of Minnesota for the EBHV expansion grant, this Agreement and partner obligations under this Agreement shall immediately terminate upon notice that funding has not been provided by the State. Upon Notice that no funding has been provided, Rice County Community Health or any Partner will have no obligation to provide any funds for the Program Coordinator position.
- d. If only a reduction in grant funding occurs and not a complete lack of funding, all Healthy Families SE Minnesota partners shall meet to discuss options associated with the reduction in Grant funding

and how best to proceed with a reduction in funding. Majority vote shall determine how the reduction will be implemented. Each Partner is entitled to one vote. Fillmore-Houston as a CHB would have one vote.

- e. No partner agency shall be required to pay county funds to continue the grant project if grant funding is reduced or eliminated by the state.
- f. This agreement may be cancelled by any of the parties, at any time, with or without cause, upon thirty (30) days' notice in writing, delivered by mail or in person.
- g. The Agreement shall terminate automatically without any action of the part of any Partner on December 31, 2022.

6. GENERAL PROVISIONS.

- a. Compliance with Laws/Standards. The Partners agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of its own officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

Each County, further, that in order to protect itself, as well as the County under the indemnity agreement set forth above, will, at all times during the term of this Agreement, have and keep in force automobile insurance, general liability insurance, and workers' compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled "Tort Liability of Political Subdivisions", and other applicable statutes requiring insurance coverage.

- c. Records Retention and Data Practices. The Partners agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act.
- d. Timeliness. The Partners agree to perform all obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. Amendments. Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all Partners hereto.

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: RICE COUNTY COMMUNITY HEALTH SERVICE

BY: _____
Debra Purfeerst, Rice County CHS Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Fillmore-Houston CHB

BY: _____
Fillmore County Representative Date

BY: _____
Houston County Representative Date

Attachment A -

Expansion Grant Amendment
to original EBFHV
Grant



Amendment # 1 for Grant Project Agreement # 141324
Between the Minnesota Department of Health and Rice Co. CHB

Minnesota Department of Health Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: May 14, 2019

ATTACHMENT: Grant Project Amendment 1

CONTACT FOR MDH: Meredith Martinez, Systems Unit Supervisor, 651-201-2015, Meredith.martinez@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Rice County Community Health Board	Grant Agreement/Project Agreement Number: 141324	Total Grant Funds (all funding sources): \$4,935,072
Grantee SWIFT Vendor Number: 0000197343 SWIFT Vendor Location Code: 001	Period of Performance Start Date: 05/01/2018 Period of Performance End Date: 12/31/2022	Total State Grant Funds: \$4,935,072 Total Federal Grant Funds: \$

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: Rice, County of DUNS Number: 014331219
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	Evidence-based home visiting models to serve families in need

Minnesota Department of Health
Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	May 1, 2018	Current Project Amendment Amount	\$ 704,018
Original Grant Project Agreement Expiration Date:	December 31, 2022	Original Grant Project Agreement Amount:	\$4,231,054
Current Grant Project Agreement Expiration Date:	December 31, 2022	Previous Project Amendment(s) Total:	\$ 0
Requested Grant Project Agreement Expiration Date:	December 31, 2022	Requested Total Grant Project Agreement Amount:	\$ 4,935,072

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Rice County Community Health Board, 320 Third Street NW, Faribault, MN 55021(hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 141324 ("Original Grant Project Agreement") to provide support to implement or expand existing evidence-based home visiting programs.
2. Pursuant to Minnesota Session Laws 2017, First Special Session, Chapter 6, Article 18, Section 3, Subdivision 02, the State is empowered to support community health boards, tribal nations and nonprofits providing evidence-based home visiting models identified by the STATE in their communities.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Section 3. "Grantee's Duties and Responsibilities" is amended as follows:

3.1 *Work Plan*. Complete the duties set forth in Exhibit A D-Work Plan, which is attached and when approved, incorporated into this grant project agreement. Any changes to the Work Plan require prior written approval from the STATE'S Authorized Representative. Approved changes to the Work Plan will be incorporated into this grant project agreement. An amendment to the grant project agreement will be required if the changes alter the fundamental GRANTEE'S duties and responsibilities.

3.2 *Target*. After the end of the first year of the contract, if the GRANTEE'S caseload of family slots (see Work Plan) falls below and stays below 85 percent for one month, the GRANTEE must notify the STATE within 30 days. The STATE will work with the GRANTEE to determine how to achieve and maintain the target caseload.

3.3 *Billing Third Parties*. GRANTEE must seek third party reimbursement for Evidence Based home Visiting (EBHV) program services provided to Medicaid-enrolled families. Earned program income generated by grant supported activities must go back into the GRANTEE'S EBHV program, may be used for allowable costs only and must be reported to the STATE as required on Quarterly Reports.

3.4 *Informed Consent for Release of Individual Level Data.* GRANTEE must have a process that asks clients for written informed consent to release provide the STATE with their Individual level data to STATE including personal identifiers, for the purpose of evaluating the EBHV program. GRANTEE must inform the clients that a client's decision to not grant consent will not in any way impact the client's family's access to services. GRANTEE should inform clients that they may withdraw consent for release of data to STATE at any time, and that withdrawal of consent will not affect any data that has already been released to STATE. The STATE agrees to protect not public data as outlined in Exhibit B which is attached and incorporated into this agreement.

3.5 *Evaluation.* GRANTEE will participate in the STATE's EBHV program evaluation and reporting activities. GRANTEE must provide the STATE with evaluation data according to the schedules and standards specified by data on clients and families served by the EBHV program for evaluation purposes at a time and in a format required by the STATE. GRANTEE will release provide the STATE with individual level data including personal identifiers to STATE in accordance with the level of informed consent given by the client. GRANTEE will provide the STATE with aggregate data on clients served by the grant program, including clients that do not grant informed consent to release any individual level data to the STATE.

REVISION 2. Section 4. "Consideration and Payment" is amended as follows:

4.1 *Consideration.* The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) *Compensation.* The GRANTEE will be paid according to the breakdown of costs contained in revised Exhibit C and Exhibit E, which is attached and incorporated into this agreement.

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed ~~\$4,231,054~~ \$4,935,072 as follows:

<u>Budget Period</u>	<u>Amount</u>
May 1, 2018 to June 30, 2019 <u>April 30, 2019</u>	\$1,002,179
<u>May 1, 2019 to June 30, 2020</u>	<u>\$1,147,675</u>
July 1, 2019 2020 to June 30, 2020 2021	\$914,409 <u>\$1,101,169</u>
July 1, 2020 2021 to June 30, 2021 2022	\$916,053 <u>\$1,585,725</u>
July 1, 2021 2022 to December 31, 2022	\$1,398,413 <u>\$98,324</u>
<u>Any carryforward from the above budget periods will be determined by the State's Authorized Representative.</u>	

(c) *Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in revised Exhibit C and Exhibit E) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit C.

4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted in a timely fashion and according to the following schedule: Quarterly, by the 20th day of the following month with the exception of the last three months of the grant period (October 2022, November 2022, and December 2022) being submitted monthly by the 20th day of the following month.

(b) Federal Funds. Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title V, Section 511 (42 U.S.C. §711), CFDA number 93.870 of the Social Security Act as amended by Section 2951 of the Patient Protection and Affordable Care Act of 2010, including public law and all amendments. The Notice of Grant Award (NGA) number is X10MC29483 and X10MC31149. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[Remainder of this page intentionally left blank.]



APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 6/6/19

SWIFT Contract/PO No(s): 141324/61192
66293

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Galen Malinen

Title: Board Chairperson

Date: 5/25/2019

By: Sara Foster

Title: County Administrator

Date: 5/28/19

3. MINNESOTA DEPARTMENT OF HEALTH

By: [Signature]

(with delegated authority)

Title: Accounting Supervisor Principal

Date: 6/12/19

Distribution:

- MDH — Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

Exhibit D: Work Plan – Healthy Families Southeast Minnesota Expansion

CHB, Tribal Agency or Organization's Name: Rice County Community Health Board

CHB, Tribal Agency or Organization's Address: 320 NW 3rd Street, Faribault MN 55021

Partner Agencies: Fillmore-Houston County Community Health Board

Work Plan Contact: Deb Purfeerst, Rice County CHS Administrator

Work Plan Contact Email: dpurfeerst@co.rice.mn.us

Work Plan Contact Phone: 507.332.5914

General Information

Based on HFA caseload weightings we expect by the end of BP 2 to have reached the target caseload size of 30 families; 15 in Fillmore County and 15 in Houston County. We would then maintain an ongoing caseload size of at least 30 families in Fillmore and Houston Counties.

Budget Period	NFP	Family Spirit	Parents as Teachers	Early Head Start	Family Connects	HFA
#1						15
#2						30
#3						30
#4						30

Measurable activities

In the chart below list at least one objective and related activities within each of the ten topics identified. Be sure measurable activities are specific to the program's identified target population, needs and implementation. "SMART" objectives are specific, measurable, achievable, relevant and time-bound. If your program is experiencing challenges, list activities that will address the challenges and move the program toward success. For CQI, identify your EBHV program's current focus and list activities relevant to the focus on CQI.

Topic	Activities	Time Period	Person responsible
1. Referral network; develop a referral network for incoming referrals to the program and resources that the program will			

Topic	Activities	Time Period	Person responsible
refer families based on need			
a. Expand, Implement and maintain referral network in both Fillmore and Houston (F/H) counties by October 2019	<p>1. Meetings set up with identified referral sources in both F/H counties to inform about availability of HFA ebfbv services and referral processes.</p> <p>2. Staff review/develop list of current resources for outgoing referrals to support needs of families visited. List updated regularly; minimally annually. This includes ongoing relationship with community resources to ensure information is accurate and up to date.</p> <p>3. Refer, actively assist, and follow-up/track to assure fhv families are connected to and utilizing community resources, which will best support their identified needs.</p>	<p>June-Aug. 2019</p> <p>June-Aug. 2019</p> <p>October 2019 onward</p>	<p>Supervisory staff from both F/H counties</p> <p>Supervisory staff from both F/H counties</p> <p>Home visiting staff from F/H counties</p>
2: Continuous quality improvement; identify CQI team and develop CQI work plan.			
a. Staff from F/H counties actively participating in and working on QI efforts with Healthy Families Southeast MN (HFSEMN) Quality Improvement Team by Jan 2020. (Current focus of HFSEMN Regional CQI team: Meet caseload	<p>1. Staff from both F/H counties will participate every 1-2 months in QI committee meetings with reps from all other partnering agencies in HFSEMN partnership (in person/video/or phone)</p> <p>2. HFSEMN QI committee reviews data, develops and implements QI initiatives/projects to improve programming, model fidelity, data collection and/or reporting.</p>	<p>Jan 2020 onward, every 1-2 months.</p> <p>Jan 2020 onward, every 1-2 months.</p>	<p>FHV staff or sups from both F/H counties.</p> <p>FHV staff or sups from both F/H counties.</p>

Topic	Activities	Time Period	Person responsible
number goals within first year of funding-tracked at monthly sup/lead regional meetings led by Reg. Coordinator).	3. Supervisory staff from F/H counties, as well as regional program coordinator and other partnering agency sup. staff attend MDH sponsored CQI learning collaborative meetings at least 2x/year.	Jan 2020 onward, every 1-2 months	Supervisory staff from F/H counties; Regional HFSEMN coordinator and sup. staff from other partnering agencies.
3: Community Advisory Board: identify members and purpose of the community advisory board.			
a. Representatives from both F/H counties actively participate in Regional HFSEMN Advisory Board by January 2020. Board Purpose: Provide oversight and assure services best meet family needs. Membership to reflect communities served in our region, in order to better understand our communities' experiences and needs, thus helping meet needs and advance health and racial equity.	1. Staff from both F/H counties will invite and select representation from their counties to be included in our reg. advisory board. Representatives to include public health, community providers, early childhood representatives, and families involved in family home visiting. 2. Representatives from F/H will actively participate on the HFSEMN Adv. Board on a quarterly basis.	November – Dec 2019 Jan 2020 onward	FHV staff or sups from both F/H counties. Representatives from both F/H counties.
4: Program funding, budgeting and sustainability; develop			

Topic	Activities	Time Period	Person responsible
a comprehensive summary of overall home visiting budget including all major home visiting funding sources.			
1. Comprehensive tracking and summary of budgets, including expenditures/revenues for this expansion project developed upon initiation of grant, and maintained throughout grant period.	<p>1. All partners involved in this expansion project will utilize accounting staff to track exp. /rev. related to this project on a monthly basis, following standard accounting practices.</p> <p>2. Both F/H counties will bill when possible for third party reimbursements, including enhanced MA reimbursement for EBFHV nurse visits, with intent to maximize third party reimbursements whenever possible and not supplant funds.</p> <p>3. F/H accounting staff will compile accounting information for their CHB and send to RICE (fiscal host) as requested.</p> <p>4. All expansion grant expenses compiled quarterly and invoiced to MDH quarterly, or as directed by MDH.</p> <p>5. Comprehensive summary of home visiting budgets including off set of revenues maintained throughout grant project.</p>	<p>May 2019 onward.</p> <p>Upon initiation of home visiting and ongoing.</p> <p>May 2019 onward.</p> <p>Sept. 2019 onward.</p> <p>Sept. 2019 onward.</p>	<p>Fillmore/Houston/Rice, accounting staff and Directors.</p> <p>Fillmore/Houston/Rice accounting and support staff.</p> <p>Fillmore/Houston accounting/support staff.</p> <p>Rice Accountant and Rice Director/support staff.</p> <p>Rice Accountant and Rice Director/support staff.</p>
5. Reflective practice, develop and implement a plan for how reflective practice will be provided for			

Topic	Activities	Time Period	Person responsible
supervisors and home visitors throughout the grant			
a. Reflective practice initiated for all home visitors by supervisors within 1 month of home visiting.	1. Fillmore and Houston supervisors complete reflective practice training and initiate weekly sessions with home visitors based on caseload sizes and HFA model requirements.	Begin within 1 month of initiation of enrollment of families into EBFHV, and continue on weekly basis throughout grant	Fillmore and Houston supervisory staff.
b. Supervisory staff from F/H counties participate in reflective practice group supervision sessions with other HFSEMN supervisors by Dec. 2019.	1. Fillmore and Houston EBFHV supervisors actively participate in the regional reflective practice monthly group sessions	Dec. 2019 onward	Fillmore and Houston supervisory staff.
6. Required MDH reporting, including quarterly reports and monthly data submission			
a. Fillmore and Houston county data collection and documentation methods in place upon initiation of HFA home visiting	1. F/H counties set up all MDH and HFA data collection forms/tools within PHDoc; or via other spreadsheets if necessary by initiation of home visiting. 2. FHV benchmark and demographic data collected during home visits and documented in records on timely basis.	June – July 2019 Upon initiation of home visiting and onward.	F/H supervisors, PHDoc techs/support staff F/H home visiting staff and supervisors

Topic	Activities	Time Period	Person responsible
b.All fhv reporting to MDH completed within timelines required by MDH.	1. All FHV data submitted securely to MDH from both F/H counties via PHDoc to MDH file transfer site per MDH deadline dates. 2. Expansion project data compiled by Regional Coordinator and submitted per MDH deadline dates.	September 2019 onward September 2019 onward	F/H supervisors F/H supervisors, Regional HFSEMN Coordinator, and RICE Director
7. Model fidelity and accreditation; maintain model approval, affiliation or accreditation and retain model fidelity.			
a.HFSEMN will apply for accreditation and complete regional site visit from HFA peer review team by Fall 2020.	1. Fillmore/Houston staff will follow HFSEMN regional policies/procedures to ensure model fidelity. 2. Fillmore/Houston staff will participate in preparation for site visit for Healthy Families SE Minnesota. 3. Fillmore/Houston staff participate in site visit review along with all partners in HFSEMN.	September 2019 onward Summer/Fall 2020 Fall 2020	Home visiting and sup staff from F/H Supervisory staff from F/H Supervisory staff from F/H, in addition to sup staff from regional partners and HFSEMN Reg. Program Coordinator
b. F/H are included in the HFSEMN partnership, which achieves HFA accreditation status for multi county single site, by Fall 2021.	1. F/H will continue all HFA best practices and follow regional policies/procedures to maintain fidelity to model.	Fall 2020 onward	F/H supervisors and home visiting staff.

Topic	Activities	Time Period	Person responsible
	2. F/H and all partners will work with HFA program consultants to obtain full accreditation status.	Fall 2020 – Fall 2021	F/H supervisory staff, In addition to sup staff from regional partners and HFSEMN Reg. Program Coordinator.
8. Integrating into the early childhood system, develop a plan with community partners and implement throughout the grant.			
a. Family home visiting services Integrated into the local early childhood system upon initiation of evidence-based family home visiting.	<p>1. Parent Survey and family home visiting services will be offered in a manner that positively links families to local supports such as primary medical/dental care; ECFE; WIC; Follow Along; Help me Grow; library programs, and other social supports within the early childhood system.</p> <p>2. Utilize referral resource listing to ensure integration with all early childhood services within area.</p> <p>3. Regularly review with home visitors local supports for families with young children and importance of coordination between systems.</p>	<p>August 2019 onward</p> <p>August 2019 onward</p> <p>August 2019 onward</p>	<p>F/H family home visiting staff</p> <p>F/H family home visiting staff</p> <p>Supervisors in F/H counties</p>
9. Meeting target caseload; achieve a full caseload of families to be served and maintain the caseload at 85% during the grant.			

Topic	Activities	Time Period	Person responsible
a. Recruit and hire necessary staff for HFA model by July 2019.	1. Fillmore and Houston counties will post and hire for any necessary staffing positions for this project.	May- July 2019	Fillmore and Houston counties supervisory staff/HR staff
b. All staff providing HFA services will receive model required orientation and training to begin home visiting and survey work by September 2019.	1. Regional HFSEMN Coordinator will review orientation and training requirements and needs with Fillmore and Houston supervisory staff.	May – June 2019	Reg. Coordinator and F/H supervisory staff
	2. Staff will complete required online modules as well as all required trainings prior to home visiting. This includes stop-gap training completed if there will be a gap before formal HFA and curriculum training is available.	June – September 2019	F/H counties family home visiting staff
c. Staff providing HFA services receive all required trainings within 1 year of hire.	1. F/H supervisors work with Reg Coordinator to identify and register for staff trainings (Integrated Strategy; Survey and Growing Great Kids Curriculum).	June – Sept 2019	Reg Coordinator and F/H Supervisory staff
	2. Staff and sups attend trainings necessary for their role.	June – Oct 2019 and onward for replacement staff	F/H supervisors and home visiting staff
	3. Wrap around trainings completed per model requirements.	Sept 2019 onward	F/H supervisors and home visiting staff
	4. All staff receive at least one training with intent to increase cultural humility.	Sept 2019 onward	F/H supervisors and home visiting staff
	5. Staff trained before administering screening tools	Sept 2019 onward	F/H supervisors and home visiting staff

Topic	Activities	Time Period	Person responsible
d. Monthly tracking of caseload enrollments and work with partners to ensure targeted caseload size	such as ASQ/ASQSE; depression screens; or other evaluation tools or screening/assessment instruments.		
	1. F/H sups review monthly with Regional coordinator caseload sizes 2. F/H sups consult with Reg. Coordinator and other HFSEMN partners as needed if cross county coverage needed for staffing shortages, etc. to help assure target caseload size.	Sept 2019 onward Sept 2019 onward	F/H supervisors and Reg. Coordinator F/H supervisors; Reg Coordinator; and other HFSEMN partner supervisors
10. Recruiting and enrolling families.			
a. One step screening process implemented in both Fillmore and Houston counties to determine eligibility and offer home visiting services by September 2019.	1. One step screening will be administered at WIC sites in both F/H counties, in addition to other times, for prenatal/postpartum women. 2. Screening tool reviewed, and if positive, home visiting service option will be explained and offered to families. Evidence-based fhv will one of the fhv options.	August 2019 onward August 2019 onward	F/H WIC/Public Health staff. (Screening tool may be self-administered by prenatal/postpartum women also) F/H supervisory staff and home visiting staff
b. Enrollment and implementation of HFA home visiting by September 2019, reaching target caseload of 30 families by June 2021.	1. Parent survey visit will be scheduled if family chooses EBFHV and completed at home visit. 2. Survey reviewed with supervisor and family home visitor if family accepts ongoing home visiting.	August 2019 onward August 2019 onward	F/H home visiting staff F/H supervisor and parent survey visitor

<u>Topic</u>	Activites	Time Period	Person responsible
	3. Survey visit documented and stored in PHDoc	August 2019 onward	Parent survey visitor
	4. Home visitor assigned and home visiting begins following HFA best practice standards and regional policies/procedures, including documentation of visits and data collection.	August 2019 onward	F/H supervisory staff and home visiting staff
	5. Ongoing intensive visiting under HFA model, following caseload weights, reaching target caseload by June 2021.	September 2019 onward	F/H supervisory staff and home visiting staff

FILLMORE COUNTY ZONING OFFICE

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302. Definitions

- 1) **Accessory Dwelling Unit:** A home used temporarily by a person who knows that the home must be moved from the site within a certain time period or when a certain job is accomplished.
- 2) **Accessory Use or Structure:** A use or structure, or portion of a structure, subordinate to and serving the principal use of a structure on the same lot and customarily incidental thereto.
- 3) **Agricultural Use:** The use of land for the growing and/or production of trees, crops, livestock, and livestock products for the production of income including but not limited to the following:
 - a. trees, when enrolled in a tree farm program authorized by the DNR and operated under a forest management program;
 - b. crops, including but not limited to: barley, soybeans, corn, hay, oats, potatoes, rye, sorghum, sunflowers, and wheat;
 - c. livestock, including but not limited to: dairy and beef cattle, goats, horses, sheep, hogs, poultry, game birds, and other animals including dogs, ponies, rabbits, and mink;
 - d. livestock products including but not limited to: milk, butter, cheese, eggs, meat, fur, and honey.
- 4) **Agricultural Building or Structure:** Any building or structure existing or erected, which is used principally for agricultural purposes, with the exception of dwelling units.
- 5) **Alternative Support Structure:** Any structures including but not limited to clock towers, steeples, silos, light poles, water towers, free-standing chimneys, utility poles and towers, towers, buildings or similar structures that may support telecommunications facilities.
- 6) **Animal Feedlot:** A lot or building, or combination of lots and buildings, intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of these parts, open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots under these parts.
- 7) **Animal Manure:** Animal manure means poultry, livestock, or other animal excreta or a mixture of excreta with feed, bedding, precipitation, or other materials.
- 8) **Animal Unit:** A unit of measure used to compare differences in the production of animal manure that employs as a standard the amount of manure produced on a regular basis by a

slaughter steer or heifer for an animal feedlot or a manure storage area, calculated by multiplying the number of animals of each type in items A to I by the respective multiplication factor and summing the resulting values for the total number of animal units. For purposes of this definition, the following multiplication factors shall apply:

- A. Dairy cattle:
 - (1) one mature cow (whether milked or dry);
 - (a) over 1,000 pounds, 1.4 animal units; or
 - (b) under 1,000 pounds, 1.0 animal unit;
 - (2) One heifer, 0.7 animal unit; and
 - (3) One calf, 0.2 animal unit;
- B. Beef cattle:
 - (1) one slaughter steer or stock cow, 1.0 animal unit;
 - (2) one feeder cattle (stocker or backgrounding) or heifer, 0.7 animal units;
 - (3) one cow and calf pair, 1.2 animals units; and
 - (4) one calf, .02 animal unit;
- C. One head of swine:
 - (1) over 300 pounds, 0.4 animal unit;
 - (2) between 55 and 300 pounds, 0.3 animal unit; and
 - (3) under 55 pounds, 0.05 animal unit;
- D. One horse, 1.0 animal unit
- E. One sheep or lamb, 0.1 animal unit;
- F. Chickens:
 - (1) one laying hen or broiler, if the facility has a liquid manure system, 0.033 animal unit;
 - (2) one chicken if the facility has a dry manure system:
 - (a) over five pounds, 0.005 animal unit; or
 - (b) under five pounds, 0.003 animal unit;
- G. One turkey:
 - (1) over five pounds, 0.018 animal unit; or
 - (2) under five pounds, 0.005 animal unit; and
- H. One duck, 0.01 animal unit; and
- I. For animals not listed in items A to H, the number of animal units is the average weight of the animal in pounds divided by 1,000 pounds.

9) Antenna: Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves when such system is either external to or attached to the exterior of a structure. Antennas shall include devices having active elements extending in any direction, and directional beam type arrays having elements carried by and disposed from a generally horizontal boom that may be mounted upon and rotated through a vertical mast or tower interconnecting the boom and antenna support, all of which elements are deemed to be a part of the antenna.

10) Aquaculture: The cultivation of aquatic animals and plants, especially fish, shellfish, and seaweed, in natural or controlled marine or freshwater environments; underwater agriculture.

11) Antenna Building Mounted: Any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building.

12) Antenna Ground Mounted: Any antenna with its base placed directly on the ground.

13) Area: See Buildable Area or Lot Area.

14) Barnyard Waste: Any animal by-products or affiliated waste material.

15) Base Flood: the flood having a one percent chance of being equaled or exceeded in any given year.

14)16) Base Flood Elevation: The elevation of the “regional flood.” The term “base flood elevation” is used in the flood insurance study.

15)17) Basement: A portion of a building located partly underground but having half or more of its floor-to-ceiling height below the average grade of the adjoining ground.

16)18) Bed and Breakfast Establishment: A dwelling which provides lodging and meals for overnight registered paying guests.

17)19) Berm: A mound of earth or the act of pushing earth into a mound.

18)20) Bluff (Bluffland): A high embankment or bold headland with a broad, precipitous, sometimes rounded cliff-face overlooking a plain or body of water, especially on the outside of a stream or meander-river bluff that rises or drops fifty (50) feet from the horizontal and the slope averages thirty (30) percent or greater. Within a Shoreland District it shall include a topographic feature such as a hill, cliff, or embankment having the following characteristics:

- a. Part or the entire feature is located in a shoreland or Blufflands area.
- b. The slope rises at least twenty-five (25) feet above the plain or ordinary high water level of the waterbody;
- c. The grade of the slope from the top of the bluff to a point twenty-five (25) feet or more above the ordinary high water level or a plain averages thirty (30) percent or greater;
- d. The slope must drain toward the waterbody or plain (an area with an average slope of more than eighteen (18%) over a distance of fifty (50) feet or more shall be considered a part of the bluff).

19)21) Bluff (Shoreland): A topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of more than eighteen (18%) over a distance of fifty (50) feet or more shall be considered a part of the bluff):

- a. Part or the entire feature is located in a shoreland area;
- b. The slope rises at least twenty-five (25) feet above the ordinary high water level of the waterbody;
- c. The grade of the slope from the top of the bluff to a point twenty-five (25) feet or more above the ordinary high water level averages thirty (30) percent or greater;
- d. The slope must drain toward the waterbody.

20)22) Bluff Impact Zone (Shoreland): The bluff and land located within twenty (20) feet of the top of a bluff.

21)23) Bluff Impact Zone (Bluffland): The bluff and land located within fifty (50) feet of the top of a bluff and within thirty (30) feet of the toe of the bluff.

22)24) Bluffland Areas: Any land formation in Fillmore County where the geomorphic features of the land conform to the definition of “Bluff” as found in Section 302.

23)25) Bluffland Protection District: All land distally two-hundred (200) feet from the top of the Bluff and one-hundred (100) feet distally from the Toe of the Bluff plus all lands between the Top of the Bluff and Toe of the Bluff.

24)26) Buildable Area: The area of a lot remaining after the minimum yard requirements of this Ordinance have been met.

25)27) Building: Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods, or material of any kind.

26)28) Building Site: A parcel or part of a parcel of land where buildings are located.

27)29) Building, Agricultural: All buildings, other than dwellings, which are incidental to Agricultural Uses.

28)30) Building Height: Height is determined by the average elevation of the dirt surrounding a dwelling and the average elevation, of all four (4) sides of the dwelling, between the tallest peak of the dwelling and the tallest plate holding that peak.

29)31) Building Setback Line: A line parallel to the street right of way and side and rear lot lines at any story level of a building and representing the minimum distance which all or any part of the building is set back from said property line.

30)32) Business: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or where services are offered for compensation.

31)33) Cabin: A single family dwelling.

32)34) Camouflaged Tower: Any telecommunications tower that due to design or appearance hides, obscures, or conceals the presence of the tower and antennas. Camouflaging may be accomplished by a suitable combination of the following examples: lack of lighting, low tower height, non-contrasting colors, screening and landscaping, and others.

33)35) Campground: A plot of ground upon which five or more camp-sites are located, established or maintained for occupancy by the general public as temporary living quarters for recreation, education, or vacation purposes. A campground is not a PUD.

34)36) Camping Cabin: A building or structure owned by the campground, intended to be rented out, which has been constructed or located in a permitted campground for use as an alternative to tents and recreational camping vehicles. This includes park model campers. The density allowed for camping cabins is one (1) cabin per every six (6) recreational camping vehicles.

35)37) Campsite: A location upon which one temporary dwelling is located to include

recreational camping vehicles, tents, camping cabins.

36)38) Carcass: The remains of a dead animal.

37)39) Carrier: Any company licensed by the Federal Communications Commission (FCC) to build personal wireless telecommunications facilities and operate personal wireless telecommunications services. Also called a provider.

38)40) Cemetery: Property used for the interment of the dead.

39)41) Church: A building where persons regularly assemble for religious service and which is maintained and controlled by an organized group for public worship.

40)42) Clear-Cutting: The entire removal of a stand of vegetation.

41)43) Clustering/Cluster Housing: A development pattern and technique whereby structures are arranged in closely related groups to make the most efficient use of the natural amenities of the land.

42)44) Co-location: Any telecommunications facility comprised of a single telecommunications tower or building supporting multiple antennas, dishes, or similar devices owned or used by more than one public or private entity.

43)45) Commercial Outdoor Recreation Area: A commercial outdoor recreation area that would not conflict with surrounding uses or residences and that would not deter from the surrounding landscape. Uses can include paintball, laser tag, and airsoft ranges and/or courses, paintball marker repair, paintball product supply and sales, airsoft products and supply sales, laser tag products and supplies, rental gear and equipment, and concessions.

44)46) Commercial Use: The principal use of land or building for the sale, lease, rental, or trade of products, goods, and services.

45)47) Commissioner: For the purposes of Sections 610 and 612 the term “Commissioner” shall mean the Commissioner of the Department of Natural Resources.

46)48) Community Water and Sewer System: Utilities systems serving a group of buildings, lots, or an area of the county, with the design and construction of such utility systems as approved by the county and the State of Minnesota.

49) Conditional Use – a specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls and upon a finding that:

(a) Certain conditions as detailed in the zoning ordinance exist, and

(b) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.

47) Conditional Use: A use classified as conditional generally may be appropriate or desirable in a specified zone, but requires special approval because if not carefully located or designed it may create special problems such as excessive height or bulk or abnormal traffic congestion.

~~48)~~50) **Condominium:** A form of individual ownership with a multiple family dwelling unit with joint responsibility for maintenance and repairs. In a condominium, each apartment or townhouse is owned outright by its occupant, and each occupant owns a share of the land and other common property of the building.

~~49)~~51) **Construction Debris:** Waste building materials resulting from construction, remodeling, repair and/or demolition operations.

~~50)~~52) **Cooperative:** A multiple family dwelling unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the enterprise.

~~51)~~53) **Corner Lot:** A lot situated at the junction of and fronting on two or more roads or highways.

~~52)~~54) **Country Inn:** A dwelling, which provides lodging, meals, special facilities, catering, and other, organized activities for overnight registered guests.

~~55)~~ **County:** Fillmore County, Minnesota.

~~56)~~ **Critical Facilities – facilities necessary to a community’s public health and safety, those that store or produce highly volatile, toxic or water-reactive materials, and those that house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical facilities include hospitals, correctional facilities, schools, daycare facilities, nursing homes, fire and police stations, wastewater treatment facilities, public electric utilities, water plants, fuel storage facilities, and waste handling and storage facilities.**

~~53)~~57) **Crop Land:** The use of land for the production of, but not limited to, adopted row or close sown crops, fruits, and nuts.

~~54)~~58) **Days:** Defined as calendar, unless specified otherwise.

~~55)~~59) **Deck:** A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending above the ground.

~~56)~~60) **Decorah Shale:** The Decorah shale is a geologic unit of green-gray shale found above the Platteville and Glenwood formations (which is above the St. Peter sandstone) and below the Cummingsville formation of limestone and shale. The edge of this formation is found where erosion has removed the overlying Cummingsville formation exposing the Decorah shale in an outcrop or so that it is the first encountered bedrock.

~~57)~~61) **Depth of Lot:** The mean horizontal distance between the mean front street line and the mean rear lot line. The greater frontage of a corner lot is its depth, and its lesser frontage is its width.

~~58)~~62) Depth of Rear Yard: The mean horizontal distance between the rear building line and the rear lot line.

~~59)~~63) Detrimental: Causing damage or harm, injurious.

~~60)~~64) Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation, or drilling operation.

~~61)~~65) Disposal System: A system for disposing of sewage, industrial waste and other wastes, and includes sewer systems and treatment works

~~62)~~66) Dredging: The process by which soils, mostly in the form of silt, or other surficial materials which are transported by surface water as a product of erosion into a body of water are removed for the purpose of deepening the body of water.

~~63)~~67) Dwelling: The house or other structure in which a person or persons live or use as a place of shelter or habitation on a temporary, seasonal, or permanent basis.

~~64)~~68) Dwelling Site: A designated location for residential use by one or more persons using a permanent or temporary shelter. The shelter may be affixed or movable, including camping and recreational camping vehicles.

~~65)~~69) Dwelling Unit: A residential building or portion thereof intended for occupancy by a single family but not including hotels, motels, boarding or rooming houses. There are three (3) principal types:

- a. Single-family Detached: A free standing residence structure for or occupied by one (1) family only and containing no common party walls.
- b. Single-family Attached: A residential building containing two (2) or more dwelling units with one or more common walls, but providing separate cooking and bathing facilities.
 1. Duplex: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.
 2. Townhouse: A residential building containing two (2) or more dwelling units with at least one (1) common wall, each unit so oriented as to have all exits open to the outside.
- c. Multiple Family: A residence designed for or occupied by three (3) or more families, either wholly (attached) or partially a part of a large (detached), with separate sanitary and cooking facilities for each family.

~~66)~~70) Easement: A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation, or another person or entity.

~~67)~~71) Electrical Distribution Line: That portion of an electric system, not including buildings, used to deliver electric energy from points on a transmission line or bulk power system to a consumer and carrying 30,000 volts or less.

~~72)~~ Electrical Transmission Line: That portion of an electric system, not including buildings, used to transfer electricity in bulk. The line ends when it is transformed to a distribution line

for distribution to ultimate consumers.

68)73) Equal Degree of Encroachment – a method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

69)74) Essential Services: The erection, construction, alteration, or maintenance of underground, surface or overhead electrical, gas, steam, water and sewerage transmission, distribution and collection systems and distribution, and the equipment and appurtenances necessary for such systems to furnish an adequate level of public service, but not to include any buildings.

70)75) Excavation: The act by which soil, earth, sand, gravel, rock, or any similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or bulldozed and shall include the conditions resulting there from.

71)76) Exterior Storage: (Includes Open Storage) The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building.

72)77) Extractive Use: The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other non-metallic minerals, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51.

78) Family: An individual or two or more persons living together as a single housekeeping unit in a dwelling unit.

73)79) Farm Fence – An open type of fence of posts and horizontally run wire, further defined by Minn. Statutes Section 344.02, Subd. 1(a)-(d), and is not considered to be a structure under this ordinance. Fences that have the potential to obstruct flood flows, such as chain link fences and rigid walls, are regulated as structures under this ordinance.

74)80) Farmers Market: An organized site where three (3) or more producers of locally produced products, including but not limited to, crafts, garden produce, plants, flowers, non-potentially hazardous food products or food sold from a licensed concession stand or mobile retail food vehicle, are sold.

81) Fill: Any act, by which soil, earth, sand, gravel, rock, or any similar material is deposited, placed, pushed, pulled, or transported and shall include the conditions resulting therefrom.

82) Flood – a temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

75)83) Flood Frequency – the frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

84)–Flood Fringe: the portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term “floodway fringe” used in the Flood Insurance Study.

~~That portion of the flood plain outside of the floodway.~~

85) Flood Insurance Rate Map – An official map on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

86) Flood Plain: ~~The channel or beds proper and the areas adjoining a wetland, lake, or watercourse, which have been, or hereafter may be covered by the regional flood. Flood plain areas with~~ the beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood.
in Fillmore County shall encompass all areas designated as Zone A on the Flood Insurance Rate Map.

76)87) Flood Prone Area – any land susceptible to being inundated by water from any source.

77)88) Flood Proofing: A combination of structural provisions, changes or adjustments to properties and structures subject to flooding primarily for the reduction or elimination of flood damages.

78)89) Floodway: The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining flood plain which are reasonably required to carry or store the regional flood discharge.

79)90) Floor Area: The sum of the gross horizontal areas of several floors of a building measured from the exterior walls, including basements and attached accessory buildings.

80)91) Forest Land Conversion: The clear cutting of forest lands to prepare for a new land use other than the re-establishment of a subsequent forestland.

81)92) Garage, Private: An accessory structure designed to store power driven vehicles.

82)93) Garage, Public: Any structure, except those described as a private garage, used for the storage or care of power driven vehicles, or where any such vehicles are equipped for operation, repair, or are kept for remuneration, hire, or sale.

83)94) Garbage: Putrescent animal or vegetable wastes resulting from the handling, preparation, cooking, serving, or consumption of food, and including food containers.

84)95) Grade: The average of the finished level at the center of the exterior walls of the building. For an earth sheltered building grade means the average of the finished level at the center of the lot. For a building with earth berms but less than 50 percent earth covering, grade means the average of the finished level at the center of the building at the beginning of the earth berm.

85)96) Grass Buffer: Grass or other dense vegetation planted for the purpose of diverting or filtering materials.

86)97) Greenbelt: A planting strip of grass, trees and shrubs established and maintained for the purpose of screening or limiting the view of certain property uses from the general public.

87)98) Greywater System: An Individual Sewage Treatment System that does not contain

toilet waste.

~~88)~~99) **Groundwater:** The supply of fresh water under the earth's surface that forms a natural reservoir.

~~89)~~100) **Guest Cottage:** A dwelling.

~~90)~~101) **Guyed structure:** Any telecommunications tower that is supported in whole or in part by guy wires and ground anchors or other means of support besides the superstructure of the tower itself.

~~91)~~102) **Hazardous Waste:** Waste designated as hazardous by the United States Environmental Agency or appropriate State Agency.

~~92)~~103) **Height, Telecommunications Tower:** The distance measured from the original grade at the base of the tower to the highest point of the tower. This measurement excludes any attached antennas, and lighting.

~~93)~~104) **Historical Structure:** A structure, which is listed on the National Register of Historic Places.

~~94)~~105) **Home:** A dwelling.

~~95)~~106) **Home Occupation:** Any gainful occupation or profession engaged in by the occupant of a dwelling at or from the dwelling when carried on within a dwelling unit. Such units include professional offices, minor repair shops, photo or art studios, dressmaking, barbershops, beauty shops, bed and breakfast establishments, or uses deemed similar by the Planning Commission or City Council.

~~96)~~107) **Hunting Shack:** A dwelling.

~~97)~~108) **Imminent Public Health Threat:** Means situations with the potential to immediately and adversely effect or threaten public health or safety. At a minimum, this means ground surface or surface water discharges and sewage backup into a dwelling or other establishment.

~~98)~~109) **Impounded Waters:** Water that is stored in an open pit.

~~99)~~110) **Industrial Waste:** Any liquid, gaseous or solid waste substance resulting from any process of industry, manufacturing trade or business or from the development of any natural resource.

~~100)~~111) **Intensive Vegetative Clearing:** The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

~~101)~~112) **Irregular Parcel:** Any piece of land less than 5.0 acres that has been created by the construction of a public roadway.

~~102)~~113) **ISTS:** An Individual Sewage Treatment System including a tank and associated

pumps and pipes.

~~103)~~114) Junk Yard: Land or buildings where waste, discarded or salvaged materials are brought, sold, exchanged, stored, cleaned, packed, disassembled or handled, including but not limited to: scrap metal, rags, paper, rubber products, glass products, lumber products, and products resulting from the wrecking of automobiles or three (3) or more inoperative motor vehicles or trailers for a period in excess of three (3) months shall also be considered a junk yard.

~~104)~~115) Karst Topography: A terrain generally underlain by limestone in which the topography is chiefly formed by the dissolving of rock, which is commonly characterized by channeling, closed depressions, subterraneous drainage, and caves.

~~105)~~116) Kennel: Any structure or premises on which four (4) or more dogs over four (4) months of age are kept for sale, breeding, profit, etc.

~~106)~~117) Kindred, Degree of: Degrees of Kindred shall be defined as follows:

1. First Degree is parent or child.
2. Second Degree is brother, sister, grandparent or grandchild.
3. Third Degree is uncle or aunt, nephew or niece, grandparent or grandchild.
4. Fourth Degree is first cousin, granduncle or aunt, grandnephew or niece, or great-great grandparent or great-great grandchild.

Relatives of the half blood inherit the same share they would inherit if they were of the whole blood. (MN Stat. 524.2-107)

~~107)~~118) Land Occupier: Any person, firm, corporation, municipality, or other legal entity who holds title to, or is in possession of any lands lying within the district, whether as owner, lessee, renter, tenant, or otherwise. Where the term “land occupier” is used in this ordinance, the term shall include both the owner and the occupier of the land when they are not the same.

~~108)~~119) Land Owner: Any person, firm, corporation, municipality, or other legal entity that holds title to or is in possession of any land.

~~109)~~120) Large Assemblies: Any public or private gathering of one thousand (1,000) or more persons at any single time or at any location in the Agricultural District for the purpose of musical, racing, promotional, social, entertainment or other similar type of activity. Large assemblies include the activities of permitting, maintaining, promoting, conducting, advertising, acting as entrepreneur, undertaking, organizing, managing, selling and/or giving tickets to an actual or reasonably anticipated assembly of one thousand (1,000) or more people. This shall not apply to:

- a. Any permanent place of worship or auctions conducted by licensed auctioneers.

~~110)~~121) Lattice Structure: A telecommunications tower that consists of vertical and horizontal supports and crossed metal braces.

~~111)~~122) Livestock: Farm animals kept for use and/or sale (livestock = animal units as defined under “animal units”).

- ~~112)~~**123) Livestock Waste Lagoon:** A diked enclosure for disposal of livestock wastes by natural process.
- ~~113)~~**124) Living Space:** That area of a building normally used by humans as part of their habitation and shelter, which shall include all areas normally and regularly used for sheltering human beings or their personal property. Basements, whether finished or unfinished, shall be considered living space. Attics, unless finished and used as additional habitation, shall not be included. Garages designed and/or used for the sheltering of automobiles shall not be included.
- ~~114)~~**125) Lot:** A parcel or portion of land in a subdivision or plat of land, separated from other parcels or portions by description as on a subdivision of record or survey map, for the purpose of sale or lease or separate use thereof. A lot need not be a lot of existing record.
- ~~115)~~**126) Lot of Record:** Any lot which is one unit of a plat heretofore duly approved and filed or one unit of an Auditor's Subdivision or a Registered Land Survey that has been recorded in the office of the County Recorder for Fillmore County, Minnesota prior to the effective date of this Ordinance.
- ~~116)~~**127) Lot Area:** The area of a lot in a horizontal plane bounded by the lot lines.
- ~~117)~~**128) Lot, Corner:** A lot situated at the junction of, and abutting on two or more intersecting streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed one hundred thirty-five (135) degrees.
- ~~118)~~**129) Lot Coverage:** The area of the zoning lot occupied by the principal buildings and accessory buildings. Earth berms are not to be included in calculating lot coverage. Only the above grade portions of an earth-sheltered building should be included in lot coverage calculations.
- ~~119)~~**130) Lot Depth:** The mean horizontal distance between the front lot line and the rear lot line of a lot.
- ~~120)~~**131) Lot Line:** The property line bordering a lot except that where any portion of a lot extends into the public right-of-way, the right-of-way line shall be the lot line for purposes of this Ordinance.
- ~~121)~~**132) Lot Line, Front:** That boundary of a lot, which abuts an existing or dedicated public street and in the case of a corner lot it shall be the shortest dimension on a public street.
- ~~122)~~**133) Lot Line, Rear:** That boundary of a lot, which is opposite, the front lot line. If the rear line is less than ten (10) feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten (10) feet in length within the lot, parallel to, and at the maximum distance from the front lot line. Every lot shall have a rear lot line.
- ~~123)~~**134) Lot Line, Side:** Any boundary of a lot, which is not a front lot line or a rear lot line.

~~124)~~**135) Lot, Substandard:** A lot or parcel of land for which a deed has been recorded in the office of the Fillmore County Recorder upon or prior to the effective date of this Ordinance which does not meet the minimum lot area, structure setbacks or other dimensional standards of this Ordinance.

136) Lot Width: The maximum horizontal distance between the side lot lines of a lot measured within the first thirty (30) feet of the lot depth.

137) Lowest Floor – the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 Code of Federal Regulations, Part 60.3.

138) Manufactured Home: Manufactured Home – a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include the term “recreational vehicle.”

~~**125) “Manufactured home” means a structure, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the U.S. Department of Housing and Urban Development and complies with the standards established under Minnesota Statute Chapter 327.**~~

~~126)~~**139) Manufactured Home Park:** Any site, lot, field, or tract of land under single ownership, designed, maintained or intended for the placement of two (2) or more occupied manufactured homes. “Manufactured Home Park” shall include any buildings, structure, vehicle, or enclosure intended for use as part of the equipment of such manufactured home park.

~~127)~~**140) Manufactured Home Stand:** The part of an individual manufactured home lot, which has been reserved for placement of the manufactured home, appurtenant structures, or additions.

~~128)~~**141) Manufactured Home Subdivision:** A subdivision intended for placement of manufactured homes or conventional homes, having a minimum of ten (10) lots and at least thirty (30%) percent of the lots must be occupied by manufactured homes.

~~129)~~**142) Manure Storage Area:** Manure storage area means an area where animal manure or process wastewaters are stored or processed. Short-term and permanent stockpile sites and composting sites are manure storage areas.

~~130)~~**143) Metes and Bounds:** A method of property description by means of their

direction and distance from an easily identifiable point.

~~131)~~144) **Mobile Home:** A Manufactured Home.

~~132)~~145) **Mobile Home Park:** A Manufactured Home Park.

~~133)~~146) **Modular Home:** A non-mobile dwelling unit that is basically fabricated at a central factory and transported to a building site where final installations are made, permanently affixing the module to the site.

~~134)~~147) **Monopole Structure:** A telecommunications tower of a single pole design.

~~135)~~148) **Motel (Motor Court):** A building or group of detached, semi-detached or attached buildings containing guest rooms or dwellings, with garage or parking space conveniently located to each unit, and which is designed, used or intended to be used primarily for the accommodation of automobile transients.

~~149)~~ **Motor Home or Recreation Vehicle:** A Recreational Camping Vehicle.

150) New Construction - Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this ordinance.

~~136)~~151) **Non-Conforming Uses:** A use lawfully in existence on the effective date of this Ordinance and not conforming to the regulations for the district in which it is situated.

~~137)~~152) **Non-riparian lot:** A lot, which has no area fronting a surface-water feature.

~~138)~~153) **Notification:** Notification means all landowners within the notice or affected area as defined in Sections 504, 505, and 506 pertaining to conditional uses, variances, and requests for zoning amendments, respectfully, shall be sent a letter by First Class mail identifying a public hearing to take place.

~~139)~~154) **Nuisance:** Any noise, odor, vibration, smoke, air pollution, liquid or solid waste, glare, heat, or dust condition which exceeds adopted standards and creates an irritation, annoyance, or health hazard.

~~140)~~155) **Nursery, Landscape:** A business growing and selling trees, flowering and decorative plants and shrubs and which may be conducted within a building or without, for the purpose of landscape construction.

~~141)~~156) **Nursing Home:** A building with facilities for the care of children, the aged, inform, or place of rest for those suffering bodily and/or mental disorders. Said nursing home shall be licensed by the State Board of Health as provided for in Minnesota Statutes, § Section 144.A01, subd. 5.

~~142)~~157) **Obstruction:** (Waterway) Any dam, wall, wharf, embankment, levee, dike, pike, abutment, projection, excavation, ~~dredged spoil~~ channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure or matter in, along, across, or projecting into

any channel, watercourse, ~~lake bed~~, or regulatory flood plain which may impede, retard or change the direction of the flow, either in itself or by catching or collecting debris carried by flood water.

158) Off-Street Loading Space: A space accessible from a street, alley, or driveway for the use of trucks or other vehicles while loading or unloading merchandise or materials. Such space shall be of size as to accommodate one (1) vehicle of the type typically used in the particular business.

143)159) One Hundred Year Floodplain – lands inundated by the “Regional Flood” (see definition).

144)160) Open Pit: The area of land created by moving the earth.

145)161) Open Sales Lot: (Exterior Storage) Any land used or occupied for the purpose of buying and selling any goods, materials or merchandise and for storing of same under the open sky prior to sale.

146)162) Operation: Operation means other than nominal use; when a facility is used regularly as an integral part of an active system of telecommunications, or for other business related activities, it shall be deemed in operation.

147)163) Ordinary High Water Level: The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to terrestrial. For watercourses, it is the elevation of the top of the bank of the channel.

148)164) Parking Space: A suitably surfaced and permanently maintained area on privately owned property either within or outside of a building of sufficient size to store one (1) standard automobile.

149)165) Pedestrian Way: A public or private right-of-way across or within a block, to be used by pedestrians.

150)166) Pesticides: Any substance used to prevent, destroy, or repel undesirable plants or animals, including herbicides, insecticides, fungicides, and rodenticides.

151)167) Planned Unit Development: A development of a unified site whereby dwelling units or dwelling sites are grouped or clustered in and around common open space areas, whether for sale, rent, or lease in accordance with a pre-arranged site plan submitted by a developer and requiring membership in an association. A campground is not a PUD.

152)168) Portable Building: A structure that can be moved when empty.

153)169) Practical Difficulties: Practical difficulties, as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if

granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

~~154~~170) **Prime Land:** Land classified as A, A-, B, or B- land as of 1994 or land with crop equivalency rating of 65 or greater.

~~155~~171) **Principal Structure or Use:** One that determines the predominant use as contrasted to accessory use or structure.

~~156~~172) **Private Game Farm:** A parcel of land or part of a parcel of land where upon the land occupier raises animals and fences them in or encages said animals for the purpose of allowing individuals to hunt, trap, or capture them for barter, fee, or any other form of compensation.

~~157~~173) **Property Line:** The legal boundaries of a parcel of property, which may also coincide, with a right-of-way line of a road, cartway, and the like.

~~158~~174) **Property Owner:** Any person, association or corporation having a freehold estate interest, leasehold interest extending for a term or having renewal options for a term in excess of one year, a dominant easement interest, or an option to purchase any of same, but not including owners or interests held for security purposes only.

~~159~~175) **Protective Covenant:** A contract entered into between private parties, which constitute a restriction of the use of a particular parcel of property. Such covenants shall be considered valid only when they are recorded and filed in the office of the Fillmore County Recorder.

~~160~~176) **Provider:** See Carrier.

~~161~~177) **Public Land:** Land owned or operated by municipal, school district, county, state, or other governmental units.

~~162~~178) **Public Waters:** Any waters as defined in Minnesota Statutes, Section 103 G.005, Subd 15.

~~163~~179) **Qualified Employee:** An individual employed by a unit of government who is certified to inspect ISTS work.

180) **Ravines:** A small narrow steep-sided valley that is larger than a gully and smaller than a canyon and is worn by running water.

181) **Reach** – a hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

~~164~~182) **Recreational Camping Area:** Campground.

~~165)~~**183) Recreational Camping Vehicle (RCV):** Recreational Camping Vehicle includes any of the following:

- a. any vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, or vacation use;
- b. any structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation;
- c. any portable, temporary dwelling to be used for travel, recreation, and vacation, constructed as an integral part of a self-propelled vehicle; and
- d. any folding structure mounted on wheels and designed for travel, recreation, and vacation use.

~~166)~~**184) Recreation, Commercial:** Includes all uses such as bowling alleys, roller and ice-skating rinks, driving ranges and movie theaters that are privately owned and operated with the intention of earning a profit by providing entertainment to the public.

~~167)~~**185) Recreation, Public:** Includes all uses such as tennis courts, ball fields, picnic areas and the like that are commonly provided for the public at parks, playgrounds, community centers, and other sites owned and operated by a unit of government for the purpose of providing recreation.

~~168)~~**186) Refuse:** Discarded waste materials in a solid or semi-liquid state consisting of garbage, rubbish, or a combination thereof.

~~169)~~**187) Registered Land Survey:** A survey map of registered land designed to simplify a complicated metes and bounds description, designating the same into a tract or tracts of Registered Land Survey Number (see Minnesota Statutes 508.47).

~~170)~~**188) Regional Flood:** A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in magnitude of the 100-year recurrence interval. Regional flood is synonymous with the term “base flood” used in the Flood Insurance Rate Map.

189) Regulatory Flood Protection Elevation: An elevation not ~~less~~**ower** than one (1) foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the Flood Plain that result from designation of a floodway.

190) Repetitive Loss: Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

~~171)-~~

~~172)~~**191) Residence:** A dwelling.

~~173)~~**192) Residential Planned Unit Development:** A PUD where the nature of residency is non-transient and the primary focus of the development is not service oriented.

~~174)~~**193) Resort:** A development consisting of buildings, campsites, parking areas, or

recreation areas, for lease or rent for temporary dwellings, on one tract of land, under one ownership for the purpose of vacationing, relaxation, or recreation.

~~175)~~194) **Riparian Lot:** A Lot with area fronting a surface water feature.

~~176)~~195) **Road:** A public right-of-way affording primary access by pedestrians and vehicles to abutting properties, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however otherwise designated.

~~177)~~196) **Rock Crushing:** The process whereby rock is reduced in size by mechanical means.

~~178)~~197) **Rock Quarry:** A parcel of land or part of a parcel of land where mining activities are undertaken to extract rock or other minerals from the subsurface terrain. Said rock or other minerals being removed from the ground with the use of explosives and heavy equipment is reduced in size so as to be made useful for the public.

~~179)~~198) **Rubbish:** Non-putrescible solid waste including ashes consisting of both combustible and non-combustible waste such as paper, cardboard tin cans, yard clippings, wood, glass, bedding, crockery, or litter of any kind.

~~180)~~199) **Roadside Stand:** An unenclosed temporary structure used for the sale of goods and so designed and constructed that the structure is easily portable and can be readily removed.

~~181)~~200) **Rural Home Based Business:** Any commercial or industrial business carried on in the Ag District, as outlined in Section 734.

~~182)~~201) **Sand Pit:** A parcel of land or part of a parcel of land where mining activities are undertaken to extract sand from the subsurface terrain. Said sand being removed from the ground with the use of heavy equipment is piled and stored for sale to the public.

~~183)~~202) **Sanitary Landfill:** A method of disposing of solid wastes on land without creating nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the solid waste to the smallest practical volume, and to cover it with a layer of earth at the conclusion of each day's operation, or at such more frequent intervals as may be necessary.

~~184)~~203) **Satellite Dish Antenna:** An apparatus specifically designed and capable of receiving and/or sending communications from a transmitter or transmitter relay located in planetary orbit.

~~185)~~204) **Satellite Dish:** A device incorporating a reflective surface that is solid, open mesh, or bar configured that is shallow dish, cone, horn, or cornucopia shaped and is used to transmit or receive electromagnetic signals. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations, TVROs and satellite microwave antennas.

~~186~~205) **Selective Cutting:** The removal of single scattered trees.

~~187~~206) **Semi-Public Uses:** The use of land by a private, non-profit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

~~188~~207) **Sensitive Resource Management:** The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

~~189~~208) **Septic System:** A system of treating human waste by the use of a septic tank and drainfield or other individual or cluster type sewage treatment system as described and regulated in Minnesota Rule 7080 Sewage Treatment System.

~~190~~209) **Setback:** The minimum horizontal distance between a structure or sewage treatment system or other facility and a property line, ordinary high water level, top of bluff, road or other facility as found in Minnesota Rule 6120.2500.

~~191~~210) **Sewage:** The water carried waste products from residences, public buildings, institutions or other buildings, including the excrementitious or other discharge from the bodies of human beings or animals, together with such groundwater infiltration and surface water as may be present.

~~192~~211) **Sewer System, Central:** Any sanitary sewer system, public or private, serving a group of buildings, lots, or an area of the County discharged to a common treatment and disposal structure and meets the County and State Health and Sanitation Regulations.

~~193~~212) **Sewer System, Community:** A sanitary sewer system comprised of lateral and/or trunk sewer lines connecting a house, building or structure with and consisting in part of a sewage treatment facility, owned by a homeowners association or other group, organization, company or cooperative other than a government agency. Such system must be approved by the County Zoning Administrator and the State Health Department. Such systems may consist of a common or community septic system when the number of units so attached and soil conditions, topography, water table and subsoil structure so permits.

~~194~~213) **Sewer System, Municipality:** A sanitary sewer system of lateral and/or trunk sewer lines connecting a group of buildings or an area to a central treatment plant owned and operated by such municipality or Sewer District under a Joint Power Agreement.

~~195~~214) **Shore Impact Zone:** Land located between the ordinary high water level of public water and a line parallel to it at a setback of fifty (50) percent of the building setback.

~~196~~215) **Shoreland:** Means land located within the following distances from public waters. (1) one-thousand (1,000) feet from the ordinary high water level of a lake, pond, or flowage; and (2) three-hundred (300) feet from a river or stream, or the landward extent of a flood plain designated by ordinance on such a river or stream, whichever is greater. The practical limits of shorelands may be less than the statutory limits whenever the waters

involved are bounded by natural topographic divides which extend landward from the waters for lesser distances and when approved by the Commissioner of the Department of Natural Resources.

~~197~~216 **Sign:** Any letters, figures, design, symbol, trademark, architectural or illuminating device intended to attract attention to any place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever and painted, printed, or constructed and displayed in any manner whatsoever for recognized advertising purposes. For purposes of this Ordinance, a flag constitutes a sign, but not including an emblem, or insignia of a government, school or religious group when displayed for official purposes.

~~198~~217 **Sign, Advertising:** A sign, which directs attention to business, commodity, service, activity, or entertainment not necessarily, conducted, sold, or offered upon the premises where such a sign is located.

~~199~~218 **Sign, Business:** A sign, which directs attention to a business or profession or to a commodity, service, or entertainment, sold or offered upon the premises where such a sign is located.

~~200~~219 **Sign, Flashing:** Any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use.

~~201~~220 **Sign, Flat Wall:** A sign affixed directly to the exterior wall and confined within the limits thereof of any building and which projects from that surface less than eighteen (18) inches at all points.

~~202~~221 **Sign, Projecting:** A sign, other than a wall sign, which projects from and is supported by a wall of a building or structure.

~~203~~222 **Sign, Pylon:** A freestanding sign erected upon a single pylon or post, which is in excess of ten (10) feet in height, with a sign mounted on top thereof.

~~204~~223 **Sign, Rotating:** A sign, which revolves or rotates on its axis by mechanical means.

~~205~~224 **Sign, Surface Area Of:** The entire area within a single continuous perimeter enclosing the extreme limits of the actual sign surface. It does not include any structural elements outside of the limits of such sign and not forming an integral part of the display.

~~206~~225 **Sign, Temporary:** A banner, pennant, poster, or advertising display constructed of cloth, canvas, plastic sheet, cardboard, wall board, or similar material and intended to be displayed for a limited period of time.

~~207~~226 **Significant:** Having or likely to have a major effect. May also mean important.

~~208~~227 **Sinkhole:** A surface depression that is formed by the erosion of material into or the collapse of underlying cavernous bedrock (generally limestone or dolomite).

- ~~209~~**228)** **Site Development Plan:** A site development plan for construction which shall include at a minimum, the proposed location of the structure, the site elevations and the height of the structure, the location of the sewer and well, a construction erosion control plan if the site is over twelve (12%) slope.
- ~~210~~**229)** **Soil Survey:** A soil map or inventory of the soils of an area and a report of text describing the kinds of soils shown on the map and summarizing what is known about these soils, including their classification and capabilities.
- ~~211~~**230)** **Solar Collector:** A device or combination of devices, structure, or part of a device or structure that transforms direct solar energy into thermal, chemical, or electrical energy and that contributes significantly to a structure's energy supply.
- ~~212~~**231)** **Solar Energy Farm** – A Solar Energy Farm, sometimes referred to as a photovoltaic power station, is a large scale solar array supplying electricity to the power grid. Solar Energy Farms are distinguished from Accessory Solar Energy Systems, as they are the primary land use for the parcel on which the array is located.
- ~~213~~**232)** **Solar Energy System, Accessory Use** – A solar energy system that is secondary to the primary use of the parcel on which it is located and which is directly connected to or designed to serve the energy needs of the primary use. Excess power may be sold to a power company.
- ~~214~~**233)** **Solar Energy System, Building Integrated** – An active solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Such systems include, but are not limited to, solar energy systems that function as roofing materials, windows, skylights, and awnings.
- ~~215~~**234)** **Solar Energy System, Grid-intertie** – A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.
- ~~216~~**235)** **Solar Energy System, Ground-mounted** – A solar collector, or collectors, located on the surface of the ground. The collector or collectors may or may not be physically affixed, or attached to the ground. Ground-mounted systems include pole-mounted systems.
- ~~217~~**236)** **Solar Energy System, Large** – A solar energy system with a nameplate capacity of forty (40) kilowatts or more.
- ~~218~~**237)** **Solar Energy System, Off-grid** – A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility company.
- ~~219~~**238)** **Solar Energy System, Photovoltaic** – An active solar energy system that converts solar energy directly into electricity.
- ~~220~~**239)** **Solar Energy System, Primary Use** – A solar energy system which is the primary land use for the parcel on which it is located and which generates power for sale to

a power company, or other off-premise consumer.

~~221~~**240) Solar Energy System, Roof-mounted** – A solar collector, or collectors, located on the roof of a building or structure. The collector or collectors may or may not be physically affixed, or attached to the roof.

~~222~~**241) Solar Energy System, Small** – A solar energy system with a nameplate capacity of less than forty (40) kilowatts.

~~223~~**242) Solar Structure:** A structure designed to utilize solar energy as an alternate for, or supplement to conventional mechanical heating system.

~~243~~ **Solid Waste:** Garbage, refuse and other discarded solid materials, except animal waste used as fertilizer, including solid waste materials resulting from industrial, commercial, and agricultural operations and from community activities. Solid waste does not include earthen fill, boulders, rock and other materials normally handled in construction operations, solid or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants.

~~244~~ **Special Flood Hazard Area** – a term used for flood insurance purposes synonymous with “One Hundred Year Floodplain.”

~~224~~**245) Start of Construction** – includes substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit’s expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~225~~**246) Steep Slope:** Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the sites soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and Ag practices are used in accordance with the provisions of this Ordinance. Where specific information is not available, steep slopes are lands having average slopes of over twelve percent (12%) as measured on horizontal distances of fifty (50) feet or more that are not bluffs.

~~226~~**247) Story:** That portion of a building included between the surface of any floor and the surface of the next floor above, including below ground portions of earth-sheltered buildings.

~~227)~~**248) Story, Half:** A half story is an upper most story lying under a sloping roof, the usable floor area of which does not exceed seventy-five (75%) percent of the floor area of the story immediately below it, and not used, or designed, arranged or intended to be used, in whole or in part, as an independent housekeeping unit or dwelling. A half story containing independent apartments or living quarters shall be deemed a full story.

~~228)~~**249) Street:** A public right-of-way, which affords primary means of access to abutting property and shall also include avenue, highway, road, or way.

~~229)~~**250) Street, Pavement:** The wearing or exposed surface of the roadway used by vehicular traffic.

~~230)~~**251) Street Width:** The width of the right-of-way, measured at right angles to the centerline of the street.

~~231)~~**252) Structure:** Anything constructed, placed, or erected, the use of which requires location on, in, or under the ground or attachment to something having a location on, in, or under the ground. Includes but not limited to buildings, poles, cables, pipes, bridges, and portable living quarters. For the purposes of this Ordinance, the pouring of cement or asphalt flat on the ground shall not be considered a structure.

~~232)~~**253) Structural Alterations:** Any change in the supporting members of a building, such as bearing walls, columns, beams, or girders.

254) Subdivision: Is a described tract of land, which is to be, or has been divided into three or more lots for the purpose of immediate or future transfer of ownership for the purpose of sale or of building development, including the re-subdivision or re-platting of land or lots.

255) Substantial Damage - means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

256) Substantial Improvement - within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- b. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is as defined in 44 Code of Federal Regulations, Part 59.1.

- ~~233)~~257) **Surface Water Oriented Commercial Use:** The use of land for commercial purposes where access to and use of a surface water feature is an integral part of the normal conductance of business, such as marinas, resorts, and restaurants with transient docking
- ~~234)~~258) **“T”:** The tolerable soil loss level as defined in Section 2 of the Soil Conservation Technical Guide.
- ~~235)~~259) **Telecommunications Facility:** A facility, site, or location that contains one or more antennas, telecommunications towers, alternative support structures, satellite dish antennas, other similar communication devices, and support equipment which is used for transmitting, receiving, or relaying telecommunications signals, excluding facilities exempted under Section 3.
- ~~236)~~260) **Telecommunications Facility Structure:** A telecommunications tower or alternative support structure on which telecommunications antenna(s) may be mounted.
- ~~237)~~261) **Telecommunications Tower:** Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including camouflaged towers, lattice towers, guy towers, or monopole towers. This includes radio and television transmission towers, microwave towers, and common-carrier towers. It shall exclude alternative support structures and those facilities exempted under 733.03.
- ~~238)~~262) **Toe of the Bluff:** The point on a bluff where there is, as visually observed, a clearly identifiable break in the slope from gentler to steeper slope above. If no break in the slope is apparent, the toe of bluff shall be determined to be the lower end of a fifty (50) foot segment measured on the ground with an average slope exceeding eighteen (18%) percent.
- ~~239)~~263) **Top of the Bluff:** The point on a bluff where there is, as visually observed, a clearly identifiable break in the slope from steeper to gentler slope above. If no break in the slope is apparent, the top of bluff shall be determined to be the upper end of a fifty (50) foot segment measured on the ground with an average slope exceeding eighteen (18%) percent.
- ~~240)~~264) **Townhouse:** A single-family building attached by party walls with other single-family buildings, and oriented so that all exits open to the outside.
- ~~241)~~265) **Travel Trailer:** A recreational camping vehicle.
- ~~242)~~266) **Use:** The purpose or activity, for which the land or building thereon is designated, arranged, or intended, or for which it is occupied, utilized, or maintained.
- ~~243)~~267) **Use, Accessory:** A use secondary to and serving the principal use or structure on the same lot and customarily incidental thereto.
- ~~244)~~268) **Use, Permitted:** A public or private use which of itself conforms with the purposes, objectives, requirements, regulations, and performance standards of a particular district.

~~245~~269) **Use, Principal:** The main use of land or buildings as distinguished from subordinate or accessory use. A “principal use” may be either permitted or conditional.

~~246~~270) **Utility:** See Essential Service.

~~247~~271) **Utility Pole Mounted Antenna:** An antenna attached to or upon an existing or replacement electric transmission or distribution pole, streetlight, traffic signal, athletic field light, or other approved similar structure.

~~248~~272) **Variance:** A modification or variation of the provisions of this Ordinance where it is determined that, by reason of exceptional circumstances, the strict enforcement of the official controls would cause unnecessary hardship.

~~249~~273) **Warranted Systems:** Warranted Systems are wastewater technologies or designs (new or existing) for which documentation and a warranty has been submitted to the Minnesota Pollution Control Agency (MPCA). Warranted Systems are not standard, alternative, or experimental systems as defined in Minnesota Rules Chapter 7080.

~~250~~274) **Water Bottling:** The act of putting water in a container for the purpose of selling or distribution to the general public.

~~251~~275) **Water Oriented Accessory Structure:** A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to a public waters than normal structure setback. Examples of such structures include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

~~252~~276) **Wetland:** Land which is annually subject to periodic or continual inundation by water and commonly referred to as bog, swamp, or marsh.

~~253~~277) **Wildlife Management Areas:** Wetland, uplands, or woods owned and managed for wildlife by the Department of Natural Resources (DNR) where hunting is open to the public during regular season.

~~254~~278) **Yard:** A required open space on a lot which is unoccupied and unobstructed by a structure from its lowest level to the sky except as permitted in this Ordinance. The yard extends along the lot line at right angles to such lot line to a depth or width specified in the setback regulations for the zoning district in which such lot is located. For earth sheltered buildings and buildings covered with earth berms, the line of the building is measured from the exterior surface of the building regardless of whether it is above or below grade.

~~255~~279) **Yard, Front:** A yard extending along the full width of the front lot line between side lot lines and extending from the abutting street right-of-way line to a depth required in the setback regulations for the zoning district in which such lot is located.

~~256~~280) **Yard, Rear:** The portion of the yard on the same lot with the principal building located between the rear lot line and a line at a distance specified by these regulations and extending for the full width of the lot.

~~257)~~281) **Yard, Side:** The yard extending along the side lot line between the front yard and rear yards to a depth or width required by setback regulations for the zoning district in which such lot is located.

~~258)~~282) **Zoning Amendment:** A change authorized by the County either in the allowed use within a district or in the boundaries of a district, the Zoning Ordinances, and/or the zoning map.

~~259)~~283) **Zoning District:** An area or areas within the limits of the County for which the regulations and requirements governing use are uniform.

~~260)~~284) **Zoning Map:** The map bearing the description “Official Zoning Map for Fillmore County” together with all proper notations, references and other information shown thereon.

610. Floodplain District (FP)

610.01. Statutory Authorization

The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and Chapter 394 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the Board of Commissioners of Fillmore County, Minnesota, does ordain as follows.

1) Purpose:

- a. This ordinance regulates development in the flood hazard areas of Fillmore County. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- b. National Flood Insurance Program Compliance. This ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.
- c. This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

610.02. General Provisions

- 1) Lands to Which Ordinance Applies:** This ordinance applies to all lands within the jurisdiction of Fillmore County within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts. The boundaries of these districts are determined by scaling distances on the Flood Insurance Rate Map, or as modified in accordance with Section 610.03(2).
 - a. The Floodway, Flood Fringe and General Floodplain Districts are overlay districts that are superimposed on all existing zoning districts. The standards imposed in the overlay districts are in addition to any other requirements in this ordinance. In case of a conflict, the more restrictive standards will apply.
 - b. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions, the flood elevations shall be the governing factor in locating the regulatory floodplain limits.
 - c. Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Fillmore County Board of Commissioners and to submit technical evidence.
- 2) Incorporation of Maps by Reference:** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance. The attached material includes the Flood Insurance Study for Fillmore County, Minnesota, and Incorporated Areas, and the Flood Insurance Rate Map Index for Fillmore County, Minnesota, and Incorporated Areas, both dated December 21, 2018 and prepared by the Federal Emergency Management Agency. These materials are on file in the Fillmore County Zoning Office.

- 3) **Abrogation and Greater Restrictions:** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- 4) **Warning and Disclaimer of Liability:** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This ordinance does not create liability on the part of Fillmore County or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- 5) **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.
- 6) **Detachments.** The Flood Insurance Rate Map panels adopted by reference into Section 610.02(2) above will include floodplain areas that lie inside the corporate boundaries of municipalities at the time of adoption of this ordinance. If any of these floodplain land areas are detached from a municipality and come under the jurisdiction of Fillmore County after the date of adoption of this ordinance, the newly detached floodplain lands will be subject to the provisions of this ordinance immediately upon the date of detachment.

610.03. Establishment of Floodplain Districts

- 1) **Districts:**
 - a. **Floodway District.** The Floodway District includes those areas within Zone AE delineated within floodway areas as shown on the Flood Insurance Rate Maps and Flood Boundary and Floodway Maps adopted in Section 610.02(2).
 - b. **Flood Fringe District.** The Flood Fringe District includes areas within Zone AE on the Flood Insurance Rate Maps adopted in Section 610.02(2), but located outside of the floodway.
 - c. **General Floodplain District.** The General Floodplain District includes those areas within Zone A (that do not have a floodway delineated) as shown on the Flood Insurance Rate Maps adopted in Section 610.02(2).
- 2) **Applicability:** Where Floodway and Flood Fringe districts are delineated on the floodplain maps, the standards in Sections 610.05 or 610.06 will apply, depending on the location of a property. Locations where Floodway and Flood Fringe districts are not delineated on the floodplain maps are considered to fall within the General Floodplain district. Within the General Floodplain district, the Floodway District standards in Section 610.05 apply unless the floodway boundary is determined, according to the process outlined in Section 610.07(2).

610.04. Requirements for all Floodplain Districts

- 1) **Permit Required.** A permit must be obtained from the Zoning Administrator to verify if a development meets all applicable standards outlined in this ordinance prior to conducting the following activities:
 - a. The erection, addition, modification, rehabilitation, or alteration of any building, structure, or portion thereof. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in this ordinance.
 - b. The construction of a dam, on-site septic system, or any fence not meeting the definition of a farm fence outlined in Section 3 of this ordinance.
 - c. The change or extension of a nonconforming use.
 - d. The repair of a structure that has been damaged by flood, fire, tornado, or any other source.
 - e. The placement of fill, excavation of materials, or the storage of materials or equipment within the floodplain.
 - f. Relocation or alteration of a watercourse (including stabilization projects or the construction of new or replacement culverts and bridges), unless a public waters work permit has been applied for.
 - g. Any other type of “development” as defined in this ordinance.
- 2) **Minimum Development Standards.** All new construction and substantial improvements must be:
 - a. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Constructed with materials and utility equipment resistant to flood damage;
 - c. Constructed by methods and practices that minimize flood damage; and
 - d. Constructed with electrical, heating, ventilation, ductwork, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 3) **Flood Capacity.** Floodplain developments must not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
- 4) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
- 5) **Critical Facilities**, as defined in Section 302(56), are to be located, so that the lowest floor is not less than two feet above the regional flood elevation, or the 500 year flood elevation, whichever is higher.

610.05. Floodway District (FW)

- 1) **Permitted Uses:** The following uses, subject to the standards set forth in Section 610.05(2), are permitted uses if otherwise allowed in the underlying zoning district or any applicable overlay district:
 - a. General farming, pasture, grazing, farm fences, outdoor plant nurseries, horticulture, forestry, sod farming, and wild crop harvesting.
 - b. Loading areas, parking areas, streets, trails, airport landing strips, railroads, bridges, culverts, utility transmission lines and pipelines.

- c. Open space uses, including but not limited to private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, hunting and fishing areas, and single or multiple purpose recreational trails.
- d. Residential yards, lawns, gardens, parking areas, and play areas, provided these uses do not include associated accessory structures.
- e. Grading or land alterations associated with stabilization projects.

2) Standards for Floodway Permitted Uses:

- a. The use must have a low flood damage potential.
- b. The use must not involve structures or obstruct flood flows. The use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.
- c. Any facility that will be used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

3) Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 610.11(4) of this ordinance and further subject to the standards set forth in Section 610.05(4), if otherwise allowed in the underlying zoning district.

- a. Structures accessory to primary uses listed in 610.05(1)(a) – 610.05(1)(c) above and primary uses listed in 610.05.3(b) – 610.05.3(c) below.
- b. Extraction, fill and storage of soil, sand, gravel, and other materials.
- c. Marinas, boat rentals, permanent docks, piers, wharves, water control structures, and navigational facilities.
- d. Storage yards for equipment, machinery, or materials.
- e. Fences that have the potential to obstruct flood flows.
- f. Levees or dikes intended to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

4) Standards for Floodway Conditional Uses:

- a. A conditional use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.
- b. Fill; Storage of Materials and Equipment:
 - i. Fill, dredge spoil, and other similar materials deposited or stored in the floodplain must be protected from erosion by vegetative cover, mulching, riprap or other acceptable method. Permanent sand and gravel operations and similar uses must be covered by a long-term site development plan.
 - ii. Temporary placement of fill, other materials, or equipment which would cause an increase to the stage of the 1% percent chance or regional flood may only be allowed if the Zoning Administrator has approved a plan that assures removal of the materials from the floodway based upon the flood warning time available.
- c. Accessory Structures. Accessory structures, as identified in Section 610.05(3)(a), may be permitted, provided that:
 - i. Structures are not intended for human habitation;
 - ii. Structures will have a low flood damage potential;

- iii. Structures will be constructed and placed so as to offer a minimal obstruction to the flow of flood waters;
- iv. Structures must be elevated on fill or structurally dry floodproofed and watertight to the regulatory flood protection elevation. Certifications consistent with Section 610.11(2)(b) shall be required.
- v. As an alternative, an accessory structure may be floodproofed in a way to accommodate internal flooding. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention. A floodproofing certification consistent with Section 610.11(2)(b) shall be required.
- d. Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters are subject to the provisions of Minnesota Statutes, Section 103G.245.
- e. A levee, dike or floodwall constructed in the floodway must not cause an increase to the 1% chance or regional flood. The technical analysis must assume equal conveyance or storage loss on both sides of a stream.

610.06. Flood Fringe District (FF)

- 1) Permitted Uses:** Permitted uses are those uses of land or structures allowed in the underlying zoning district(s) that comply with the standards in Sections 610.06(2). If no pre-existing, underlying zoning districts exist, then any residential or nonresidential structure or use of a structure or land is a permitted use provided it does not constitute a public nuisance.
- 2) Standards for Flood Fringe Permitted Uses:**
 - a. All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the regulatory flood protection elevation. The finished fill elevation for structures must be no lower than one foot below the regulatory flood protection elevation and the fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the community.
 - b. Accessory Structures. As an alternative to the fill requirements of Section 610.06(2)(a), structures accessory to the uses identified in Section 610.06(1) may be designed to accommodate the inundation of floodwaters, meeting the following provisions:
 - i. The accessory structure constitutes a minimal investment and satisfy the development requirements in Section 610.04(2).
 - ii. Any enclosed accessory structure shall not exceed 576 square feet in size, and only be used for parking and storage. Any such structure shall be designed and certified by a registered professional engineer, or be designed in accordance with the following floodproofing standards:
 - To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area

subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.

- c. The cumulative placement of fill or similar material on a parcel must not exceed 1,000 cubic yards, unless the fill is specifically intended to elevate a structure in accordance with Section 610.06(2)(a) of this ordinance, or if allowed as a conditional use under Section 610.06(3)(c) below.
- d. All service utilities, including ductwork, must be elevated or water-tight to prevent infiltration of floodwaters.
- e. All fill must be properly compacted and the slopes must be properly protected by the use of riprap, vegetative cover or other acceptable method.
- f. All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation, or must have a flood warning /emergency evacuation plan acceptable to the Zoning Administrator.
- g. Accessory uses such as yards, railroad tracks, and parking lots may be at an elevation lower than the regulatory flood protection elevation. However, any facilities used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.
- h. Manufactured homes and recreational vehicles must meet the standards of Section 610.10 of this ordinance.

3) Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 610.11(4) of this ordinance and further subject to the standards set forth in Section 610.06(4), if otherwise allowed in the underlying zoning district(s).

- a. The placement of floodproofed nonresidential basements below the regulatory flood protection elevation. Residential basements are not allowed below the regulatory flood protection elevation.
- b. The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with Section 610.06(2)(a) of this ordinance.
- c. ~~(OPTIONAL)~~ The use of methods other than fill to elevate structures above the regulatory flood protection elevation. This includes the use of: stilts, pilings, filled stem walls, or above-grade, internally flooded enclosed areas such as crawl spaces or tuck under garages, meeting the standards in Section 610.06(4)(d).

4) Standards for Flood Fringe Conditional Uses:

- a. The standards for permitted uses in the flood fringe, listed in Sections 610.06(2)(d) through 610.06(2)(h), apply to all conditional uses.
- b. All areas of nonresidential structures, including basements, to be placed below the regulatory flood protection elevation must be structurally dry floodproofed, which requires making the structure watertight with the walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A floodproofing certification consistent with Section 610.11(2)(b) shall be required.
- c. The placement of more than 1,000 cubic yards of fill or other similar material on a parcel (other than for the purpose of elevating a structure to the regulatory flood protection elevation) must comply with an approved erosion/sedimentation control plan.

- i. The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the regional (1% chance) flood event.
 - ii. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the Zoning Administrator.
 - iii. The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.
- d. ~~(OPTIONAL)~~ Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. The base or floor of an enclosed area shall be considered above-grade and not a structure's basement or lowest floor if: 1) the enclosed area is above-grade on at least one side of the structure; 2) it is designed to internally flood; and 3) it is used solely for parking of vehicles, building access or storage. These alternative elevation methods are subject to the following additional standards:
 - i. Above-grade, fully enclosed areas such as crawl spaces or tuck under garages must be designed to internally flood and include a minimum of two openings on at least two sides of the structure. The bottom of all openings shall be no higher than one foot above grade, and have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area would suffice.
 - ii. Floodproofing certifications consistent with Section 610.11(2)(b) shall be required. The structure shall be subject to a deed-restricted nonconversion agreement with the issuance of any permit.

610.07. General Floodplain District (GF)

1) Permitted Uses:

- a. The uses listed in Section 610.05(1) of this ordinance, Floodway District Permitted Uses, are permitted uses.
- b. All other uses are subject to the floodway/flood fringe evaluation criteria specified in Section 610.07(2) below. Section 610.05 applies if the proposed use is determined to be in the Floodway District. Section 610.06 applies if the proposed use is determined to be in the Flood Fringe District.

2) Procedures for Determining Floodway Boundaries and Regional Flood Elevations:

- a. Requirements for Detailed Studies. Developments greater than 50 lots or 5 acres, or as requested by the zoning administrator, shall be subject to a detailed study to determine the regulatory flood protection elevation and the limits of the Floodway District. The determination of the floodway and flood fringe must be consistent with accepted hydrological and hydraulic engineering standards, and must include the following components, as applicable:
 - i. Estimate the peak discharge of the regional (1% chance) flood.
 - ii. Calculate the water surface profile of the regional flood based upon a hydraulic analysis of the stream channel and overbank areas.
 - iii. Compute the floodway necessary to convey or store the regional flood without increasing flood stages more than one-half (0.5) foot. A lesser stage increase than 0.5 foot is required if, as a result of the stage increase, increased flood damages would result. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries, unless development or

geographic features warrant other analysis, as approved by the Department of Natural Resources.

- b. Alternative Methods. For areas where a detailed study is not available or required, the regional flood elevation must be identified to determine the boundaries of the special flood hazard area. The zoning administrator must use the best available data to determine the regional flood elevation. The entire floodplain must be treated as floodway until there is a floodway determination.
 - i. In those areas of the Special Flood Hazard Area where the floodway has not been determined, allowable uses are restricted to those identified in Sections 610.05(1) and 610.05(3). The proposed development must not increase flood stages more than one-half foot, as determined by a professional engineer or by using accepted engineering practices approved by the Zoning Administrator. A stage increase less than one-half foot must be used if increased flood damages would result.
 - ii. If buildings or other development prohibited in floodways are proposed, a floodway/flood fringe determination is required to verify the development is within the flood fringe. The floodway /flood fringe determination must be done by a professional engineer or by using other accepted engineering practices approved by the Zoning Administrator. Any such proposal must assume a 0.5 foot stage increase for the purposes of determining the regulatory flood protection elevation to accommodate for future cumulative impacts.
- c. The Zoning Administrator will review the submitted information and assess the technical evaluation and the recommended Floodway and/or Flood Fringe District boundary. The assessment must include the cumulative effects of previous floodway encroachments. The Zoning Administrator may seek technical assistance from an engineer or other expert person or agency, including the Department of Natural Resources. Based on this assessment, the Zoning Administrator may approve or deny the application.
- d. Once the Floodway and Flood Fringe District boundaries have been determined, the Zoning Administrator must process the permit application consistent with the applicable provisions of Section 610.05 and 610.06 of this ordinance.

610.08. Subdivision Standards

- 1) **Subdivisions:** No land may be subdivided which is unsuitable for reasons of flooding or inadequate drainage, water supply or sewage treatment facilities. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.
 - a. All lots within the floodplain districts must be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.
 - b. All subdivisions must have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation, unless a flood warning emergency plan for the safe evacuation of all vehicles and people during the regional (1% chance) flood has been approved by the Zoning Administrator. The plan must be prepared by a registered engineer or other qualified individual, and must demonstrate that adequate time and personnel exist to carry out the evacuation.
 - c. For all subdivisions in the floodplain, the Floodway and Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads must be clearly labeled on all required subdivision drawings and platting documents.
 - d. In the General Floodplain District, applicants must provide the information required in Section 610.07(2) of this ordinance to determine the regional flood elevation, the Floodway

and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.

- e. Subdivision proposals must be reviewed to assure that:
 - i. All such proposals are consistent with the need to minimize flood damage within the flood prone area,
 - ii. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and
 - iii. Adequate drainage is provided to reduce exposure of flood hazard.

610.09. Utilities, Railroads, Roads, and Bridges

- 1) **Public Utilities:** All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be floodproofed in accordance with the State Building Code or elevated to the regulatory flood protection elevation.
- 2) **Public Transportation Facilities:** Railroad tracks, roads, and bridges to be located within the floodplain must comply with Sections 610.05 and 610.06 of this ordinance. These transportation facilities must be elevated to the regulatory flood protection elevation where failure or interruption of these facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.
- 3) **On-site Water Supply and Sewage Treatment Systems:** Where public utilities are not provided: 1) On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems and are subject to the provisions in Minnesota Rules Chapter 4725.4350, as amended; and 2) New or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, they must not be subject to impairment or contamination during times of flooding, and are subject to the provisions in Minnesota Rules Chapter 7080.2270, as amended.

610.10. Manufactured Homes and Recreational Vehicles

- 1) **Manufactured Homes:** Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:
 - a. New and replacement manufactured homes must be elevated in compliance with Section 610.06 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.
 - b. New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 610.08 of this ordinance. New or replacement manufactured homes in existing manufactured home parks must meet the vehicular access requirements for subdivisions in Section 610.08(1)(b) of this ordinance.

- 2) **Recreational Vehicles:** New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:
- a. Meet the requirements for manufactured homes in Section 610.10(1), or
 - b. Be travel ready, meeting the following criteria:
 - i. The vehicle must have a current license required for highway use.
 - ii. The vehicle must be highway ready, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities commonly used in campgrounds and recreational vehicle parks.
 - iii. No permanent structural type additions may be attached to the vehicle.
 - iv. Accessory structures may be permitted in the Flood Fringe District, provided that they constitute a minimal investment, do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 610.04(2) and 610.06(2)(b).

610.11. Administration

- 1) **Duties:** A Zoning Administrator or other official designated by the Fillmore County Board of Commissioners must administer and enforce this ordinance.
- 2) **Permit Application Requirements:**
 - a. Application for Permit. Permit applications must be submitted to the Zoning Administrator on forms provided by the Zoning Administrator. The permit application must include the following as applicable:
 - i. A site plan showing all pertinent dimensions, existing or proposed buildings, structures, and significant natural features having an influence on the permit.
 - ii. Location of fill or storage of materials in relation to the stream channel.
 - iii. Copies of any required municipal, county, state or federal permits or approvals.
 - iv. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
 - b. Certification. The applicant is required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this ordinance. Floodproofing measures must be certified by a registered professional engineer or registered architect as being in compliance with applicable floodproofing standards in the State Building Code. Accessory structures designed in accordance with Section 610.06(2)(b) of this ordinance are exempt from certification, provided sufficient assurances are documented. Any development in established floodways must not cause any increase in flood elevations or damages, as certified by a registered professional engineer.

~~e. Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this ordinance.~~

d.c. Recordkeeping of Certifications and As-Built Documentation. The Zoning Administrator must maintain records in perpetuity documenting:

 - i. All certifications referenced in Section 610.11(2)(b) of this ordinance as applicable

- ii. Elevations complying with Section 610.06(2)(a) of this ordinance. The Zoning Administrator must also maintain a record of the elevation to which structures and alterations to structures are constructed or floodproofed.

e.d. Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).

f.e. Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. As soon as is practicable, but not later than six months after the date such supporting information becomes available, the Zoning Administrator must notify the Chicago Regional Office of FEMA of the changes by submitting a copy of the relevant technical or scientific data.

3) Variances:

- a. Variance Applications. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with applicable State Statutes and Section(s) _____ of the zoning ordinance/code.
- b. Adherence to State Floodplain Management Standards. A variance must not allow a use that is not allowed in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards lower than those required by state law.
- c. Additional Variance Criteria. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:
 - i. Variances must not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
 - ii. Variances may only be issued by a community upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - iii. Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. Flood Insurance Notice. The Zoning Administrator must notify the applicant for a variance that: 1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and 2) Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.
- e. General Considerations. The community may consider the following factors in granting variances and imposing conditions on variances and conditional uses in floodplains:
 - i. The potential danger to life and property due to increased flood heights or velocities caused by encroachments;

- ii. The danger that materials may be swept onto other lands or downstream to the injury of others;
 - iii. The proposed water supply and sanitation systems, if any, and the ability of these systems to minimize the potential for disease, contamination and unsanitary conditions;
 - iv. The susceptibility of any proposed use and its contents to flood damage and the effect of such damage on the individual owner;
 - v. The importance of the services to be provided by the proposed use to the community;
 - vi. The requirements of the facility for a waterfront location;
 - vii. The availability of viable alternative locations for the proposed use that are not subject to flooding;
 - viii. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;
 - ix. The relationship of the proposed use to the Comprehensive Land Use Plan and flood plain management program for the area;
 - x. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - xi. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site.
- f. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed variances to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.
- g. Submittal of Final Decisions to the DNR. A copy of all decisions granting variances must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.
- h. Record-Keeping. The Zoning Administrator must maintain a record of all variance actions, including justification for their issuance, and must report such variances in an annual or biennial report to the Administrator of the National Flood Insurance Program, when requested by the Federal Emergency Management Agency.

4) Conditional Uses:

- a. Administrative Review. An application for a conditional use permit under the provisions of this ordinance will be processed and reviewed in accordance with Section(s) 504 of the zoning ordinance/code.
- b. Factors Used in Decision-Making. In passing upon conditional use applications, the ~~(Governing Body)~~ Fillmore County Board of Commissioners -must consider all relevant factors specified in other sections of this ordinance, and those factors identified in Section 610.11(3)(e) of this ordinance.
- c. Conditions Attached to Conditional Use Permits. In addition to the standards identified in Sections 610.05(4) and 610.06(4), the ~~(Governing Body)~~ Fillmore County Board of Commissioners may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:
 - i. Limitations on period of use, occupancy, and operation.

- ii. Imposition of operational controls, sureties, and deed restrictions.
- iii. Requirements for construction of channel modifications, compensatory storage, dikes, levees, and other protective measures.
- d. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed conditional uses to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.
- e. Submittal of Final Decisions to the DNR. A copy of all decisions granting conditional uses must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

610.12. Nonconformities

- 1) **Continuance of Nonconformities:** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions. Historic structures, as defined in Section 302(104) of this ordinance, are subject to the provisions below.
 - a. A nonconforming use, structure, or occupancy must not be expanded, changed, enlarged, or altered in a way that increases its flood damage potential or degree of obstruction to flood flows except as provided in Section 610.12(1)(b) below. Expansion or enlargement of uses, structures or occupancies within the Floodway District is prohibited.
 - b. Any addition or structural alteration to a nonconforming structure or nonconforming use that would result in increasing its flood damage potential must be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or floodproofing techniques (i.e., FP1 thru FP4 floodproofing classifications) allowable in the State Building Code, except as further restricted in Section 610.12(1)(d) below.
 - c. If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.
 - d. If any structure experiences a substantial improvement as defined in this ordinance, then the entire structure must meet the standards of Section 610.05 or 610.06 of this ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively. If the proposed development, including maintenance and repair during the previous 365 days, plus the costs of any previous alterations and additions since the first Flood Insurance Rate Map exceeds 50 percent of the market value of any nonconforming structure, the entire structure must meet the standards of Section 610.05 or 610.06 of this ordinance.
 - e. If any nonconformity is substantially damaged, as defined in this ordinance, it may not be reconstructed except in conformity with the provisions of this ordinance. The applicable provisions for establishing new uses or new structures in Sections 610.05 or 610.06 will apply depending upon whether the use or structure is in the Floodway or Flood Fringe, respectively.
 - f. If any nonconforming use or structure experiences a repetitive loss, as defined in Section 302(190) of this ordinance, it must not be reconstructed except in conformity with the provisions of this ordinance.

610.13. Violations and Penalties

- 1) **Violation Constitutes a Misdemeanor:** Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) constitute a misdemeanor and will be punishable as defined by law.
- 2) **Other Lawful Action:** Nothing in this ordinance restricts Fillmore County from taking such other lawful action as is necessary to prevent or remedy any violation. If the responsible party does not appropriately respond to the Zoning Administrator within the specified period of time, each additional day that lapses will constitute an additional violation of this ordinance and will be prosecuted accordingly.
- 3) **Enforcement:** Violations of the provisions of this ordinance will be investigated and resolved in accordance with the provisions of Section ~~(s)~~ 8 of the zoning ordinance ~~/code~~. In responding to a suspected ordinance violation, the Zoning Administrator and County Board of Commissioners may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. Fillmore County must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

610.14. Amendments

- 1) **Floodplain Designation – Restrictions on Removal:** The floodplain designation on the Official Zoning Map must not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the Department of Natural Resources (DNR) if it is determined that, through other measures, lands are adequately protected for the intended use.
- 2) **Amendments Require DNR Approval:** All amendments to this ordinance must be submitted to and approved by the Department of Natural Resources (DNR) prior to adoption.
- 3) **Map Revisions Require Ordinance Amendments.** The floodplain district regulations must be amended to incorporate any revisions by the Federal Emergency Management Agency to the floodplain maps adopted in Section 610.02(2) of this ordinance.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes):

15

Dept.: Zoning

Prepared By:

Kristi Ruesink

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

Consent Agenda:

Documentation
(Yes/No):

1.

Regular Agenda:

Documentation
(Yes/No):

1. Consider an access permit for field drive for Dale Payne, section 13 of Beaver Township.
2. Consider an access permit for field drive for Kenneth & Janet Flugum, section 17 of Beaver Township.
3. Consider an access permit for property drive for Nathen Yutzy, section 34 of Bristol Township.
4. 2020 Budget Request
5. Public Hearing of updated Floodplain Ordinance and FEMA maps

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

ACCESS PERMIT APPLICATION

FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays)

(1) Name of all Landowners: Verlis Payne Phone #: 507-273-7689
Cló Dale Payne Phone #: _____
email address: crossbikell@gmail.com Phone #: _____
Mailing Address: 13783 Co 5 Preston MN 55975
Address City State Zip

(2) Parcel #: 32-0084-000 Permit # _____
(3) Legal Description (from deed, abstract, or Recorder's Office): _____
SW/SE
To be filled out by the Zoning Office

Section: 13 (4) Township: Beaver (5) Range: _____

Permission is being applied for to construct an access to County Road 44 at the following location

(qtr/qtr) _____ Section 13 Township Name Beaver

Reason for Access Field Drive

TOTAL FEE: \$200.00 (NON-REFUNDABLE) ²⁰

(4) Signature of all Landowners: [Signature] Date: 5-20-19

Date: _____
Date: _____

After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s): GREAT SIGHT DISTANCE AND IS NO A STRAIGHT SEGMENT OF

ROADWAY
INSTALL A 20 FT WIDE DRIVEWAY, WITH 4:1 INSLOPES. THE DRIVEWAY
Specifications/Conditions: WILL REQUIRE A 18 INCH CULVERT 60 FT IN LENGTH.

[Signature] 7/31/2019 _____
County Engineer Date Zoning Administrator Date

Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

Board Chairman _____ Date _____ County Auditor _____ Date _____



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Verlis/Dale Payne

Date: 5/20/2019

KR

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



ACCESS PERMIT APPLICATION

FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays)

(1) Name of all Landowners: Kenneth D Flugum Phone #: 641 9852945
Janet K Flugum Phone #: 641 9852945

Phone #: _____

Mailing Address: 14576 Crescent Ave Riceville Iowa 50466
Address City State Zip

(2) Parcel #: 32 0104 010 Permit # _____

(3) Legal Description (from deed, abstract, or Recorder's Office): _____
To be filled out by the Zoning Office

attached
Section: 17 (4) Township: 101 (5) Range: 13

Permission is being applied for to construct an access to County Road 109 at the following location

(qtr/qtr) S $\frac{1}{2}$ N $\frac{1}{4}$ Section 17 Township Name Beaver

Reason for Access need better access to south part of farm

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Kenneth D Flugum Date: July 30 2019
Janet K Flugum Date: 7-30-2019

Date: _____

After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s). TO GAIN ACCESS TO THE PROPERTY, GREAT SIGHT DISTANCE.

Specifications/Conditions: CONSTRUCT A 20 FT WIDE ACCESS WITH 4:1 SLOPES. THE ACCESS
REQUIRES A 36 INCH CULVERT 48 FT IN LENGTH THE ROAD DITCH
CLEANING WORK REQUIRE A PERMIT TO WORK IN THE R/W
7/31/2019
County Engineer _____ Date _____ Zoning Administrator _____ Date _____

Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

Board Chairman _____ Date _____ County Auditor _____ Date _____

LEGAL DESCRIPTION - 156.25 Acres

The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4), that part of the South One-Half of the Northwest Quarter (S 1/2 NW 1/4) and that part of the North One-Half of the Southwest Quarter (N 1/2 SW 1/4) of Section 17, Township 101 North, Range 13 West, Fillmore County, Minnesota, described as follows: Beginning at the Northwest Corner of said NW 1/4; thence South 00 degrees 24 minutes 43 seconds East (assumed bearing) along the West line of said NW 1/4, 1698.42 feet; thence North 89 degrees 35 minutes 17 seconds East at right-angles to said West line, 515.00 feet; thence South 00 degrees 24 minutes 43 seconds East parallel with said West line, 845.82 feet; thence South 89 degrees 35 minutes 17 seconds West at right-angles to said West line, 292.48 feet; thence South 14 degrees 50 minutes 51 seconds East, 962.46 feet; thence South 47 degrees 47 minutes 39 seconds East, 121.22 feet; thence South 89 degrees 12 minutes 42 seconds East, 2081.65 feet to the East line of said N 1/2 SW 1/4; thence North 00 degrees 12 minutes 38 seconds West along said East line and along the East line of said S 1/2 NW 1/4, 2214.30 feet to the Northeast Corner of said S 1/2 NW 1/4; thence North 89 degrees 03 minutes 48 seconds West along the North line of said S 1/2 NW 1/4, 1320.69 feet to the Southeast Corner of said NW 1/4 NW 1/4; thence North 00 degrees 18 minutes 41 seconds West along the East line of said NW 1/4 NW 1/4, 1325.50 feet to the Northeast Corner of said NW 1/4 NW 1/4; thence North 89 degrees 03 minutes 51 seconds West along the North line of said NW 1/4 NW 1/4, 1323.01 feet to the point of beginning and containing 156.25 acres, more or less. Subject to easement for County Road No. 109 across the Westerly line thereof. Subject to easement for a Township Road across the Northerly line thereof. Subject to any other easements of record.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Kenneth & Janet Flugum

Date: 7/30/2019

KR

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



ACCESS PERMIT APPLICATION

FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays)

(1) Name of all Landowners: Nathan Yutz Phone #: _____

25397 CR 30 Phone #: _____

email address: Harmony MN 55939 Phone #: _____

Mailing Address: Property Add 25577 CR 30
Address City State Zip

(2) Parcel #: 21.0307.000 Permit # _____

To be filled out by the Zoning Office

(3) Legal Description (from deed, abstract, or Recorder's Office): _____

Section: 34 (4) Township: 101 - Bristol (5) Range: 11

Permission is being applied for to construct an access to County Road 30 at the following location

(qtr/qtr) NE/SW Section 34 Township Name Bristol

Reason for Access culvert -

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Nathan Yutz Date: 7/29/19

Date: _____

Date: _____

After review of the site, it is recommended that the access be approved (disapproved) to the above applicant for the following reason(s). TO GAIN ACCESS TO THE PARCEL OF LAND.

Specifications/Conditions: REMOVE THE EXISTING ACCESS AND PLACE THE NEW ACCESS APPROX. 200'
TO THE WEST. CONSTRUCT A 20' WIDE ACCESS WITH 4:1 SLOPES. ACCESS
REQUIRES A 15" CULVERT 40 FT IN LENGTH

[Signature]
County Engineer Date 7/31/2019

Zoning Administrator Date

Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

Board Chairman Date

County Auditor Date

2020

Zoning	Hourly/Salary	Gross Salaries	Life Insurance	PERA	Social Security	Medicare	Health Insurance	Total Cost	FTE
CA	\$ 33.00	\$ 66,297.00	\$ 10.80	\$ 4,972.28	\$ 4,110.41	\$ 961.31	\$ 11,793.00	\$ 88,144.80	1
12/4/2020	\$ 33.97	\$ 4,178.31		\$ 313.37	\$ 259.06	\$ 60.59		\$ 4,811.32	
		\$ 70,475.31	\$ 10.80	\$ 5,285.65	\$ 4,369.47	\$ 1,021.89	\$ 11,793.00	\$ 92,956.12	1
MF	\$ 29.23	\$ 15,579.59	\$ 2.70	\$ 1,168.47	\$ 965.93	\$ 225.90	\$ 2,498.50	\$ 20,441.10	0.25
KR	\$ 23.62	\$ 7,553.68	\$ 6.48	\$ 566.53	\$ 468.33	\$ 109.53	\$ 15,253.20	\$ 23,957.74	0.6
3/31/2020	\$ 24.33	\$ 23,342.20		\$ 1,750.67	\$ 1,447.22	\$ 338.46		\$ 26,878.55	0.6
		\$ 30,895.88	\$ 6.48	\$ 2,317.19	\$ 1,915.54	\$ 447.99	\$ 15,253.20	\$ 50,836.28	0.6
		\$ 116,950.78	\$ 19.98	\$ 8,771.31	\$ 7,250.95	\$ 1,695.79	\$ 29,544.70	\$ 164,233.50	1.85
Feedlot									
MF	\$ 29.23	\$ 46,738.77	\$ 8.10	\$ 3,505.41	\$ 2,897.80	\$ 677.71	\$ 7,495.50	\$ 61,323.29	0.75
		\$ 46,738.77	\$ 8.10	\$ 3,505.41	\$ 2,897.80	\$ 677.71	\$ 7,495.50	\$ 61,323.29	0.75

25%

75%

* salary increases based on 2.5%

* health insurance increased based on 18% per Flex Benefits Consultant

Bobbie

8/2/19

1:45PM

*** Fillmore County ***



USER- SELECTED BUDGET REPORT

01 FUND County Revenue Fund

Report Basis: Modified Accrual

<u>Account Number</u>		<u>Account Description</u>	<u>BUDGET</u> <u>2018</u>	<u>2018</u> <u>Actual</u> <u>Mo. 01 - 12</u>	<u>BUDGET</u> <u>2019</u>	<u>2019</u> <u>Actual</u> <u>Mo. 01 - 06</u>		
105	DEPT	Planning And Zoning						
	01- 105- 000- 0000- 5150	Building Permit	45,000 -	33,550 -	45,000 -	19,586 -	45,000 -	
	01- 105- 000- 0000- 5378	Mn - Natural Resources Grant	2,692 -	5,384 -	2,692 -	0	2,692 -	
	01- 105- 000- 0000- 5501	Fees And Charges	24,000 -	36,150 -	24,000 -	26,169 -	24,000 -	
	01- 105- 000- 0000- 5520	Address Fee	2,000 -	2,100 -	2,000 -	1,000 -	2,000 -	
	01- 105- 000- 0000- 5932	Kits	1,000 -	812 -	1,000 -	468 -	1,000 -	
	01- 105- 000- 0000- 6104	Per Diem	2,000	3,555	2,000	720	2,000	
	01- 105- 000- 0000- 6105	Gross Salaries	93,971	90,599	101,067	52,757	116,951	
	01- 105- 000- 0000- 6152	Life Insurance	16	18	16	9	20	
	01- 105- 000- 0000- 6162	P.E.R.A. - Employer	7,048	6,795	7,580	3,755	8,771	
	01- 105- 000- 0000- 6171	Social Security- Employer	5,826	5,277	6,266	2,911	7,251	
	01- 105- 000- 0000- 6172	Medicare- Employer	1,363	1,234	1,466	681	1,696	
	01- 105- 000- 0000- 6174	Co.Health Contribution	18,656	18,045	21,117	10,737	29,545	
	01- 105- 000- 0000- 6205	Postage And Postal Box Rent	125	116	125	120	120	
	01- 105- 000- 0000- 6233	Publications	28	28	28	0	28	
	01- 105- 000- 0000- 6241	Advertising	100	108	100	39	100	
	01- 105- 000- 0000- 6242	Membership Dues	200	125	200	140	200	
	01- 105- 000- 0000- 6245	Registration Fees	200	16	200	0	200	
	01- 105- 000- 0000- 6310	Contract Repairs And Maintenance	795	44	795	558	100	
	01- 105- 000- 0000- 6311	Miscellaneous Repairs And Mainten	200	0	200	0	500	
	01- 105- 000- 0000- 6335	Employee Automobile Allowance	650	1,010	650	928	1,000	
	01- 105- 000- 0000- 6377	Fees And Service Charges	400	1,674	400	2,495	2,500	
	01- 105- 000- 0000- 6459	Water Kits	1,000	566	1,000	104	1,000	
	01- 105- 000- 0000- 6561	Gasoline Diesel And Other Fuels	500	0	500	0	500	
	01- 105- 000- 0000- 6637	Software Expenses	0	5,517	0	0	0	
	01- 105- 554- 0000- 5367	State Grant	54,173 -	21,600 -	31,805 -	52,964 -	31,000 -	
	01- 105- 554- 0000- 6869	Other State Grant	35,573	0	13,005	0	0	
DEPT	105	Planning And Zoning	Revenue	128,865 -	99,596 -	106,497 -	100,187 -	105,692 -
			Expend.	168,651	134,727	156,715	75,954	172,482
			Net	39,786	35,131	50,218	24,233 -	66,790
FUND	01	County Revenue Fund	Revenue	128,865 -	99,596 -	106,497 -	100,187 -	105,692 -
			Expend.	168,651	134,727	156,715	75,954	172,482
			Net	39,786	35,131	50,218	24,233 -	66,790

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes): 5 minutes for discussion

Department: Highway and Airport

Requested By: Mr. Gregg

Presented By: Mr. Gregg

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

Highway Department

1. Consider the final payment resolution for the Milestone Materials 2019 Rock Contract.

Airport Department

Check e-mail for supporting documentation. **See attached documents.** See attached the resolution for final payment to Milestone Materials.

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date August 6, 2019 Resolution No. _____

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS, Milestone Materials has in all things completed **2019 Rock Contract**, on CSAH 11, in Carimona & Fountain Townships, and the County Board being fully advised in the premise.

NOW THEN BE IT RESOLVED:

That we do hereby accept said completed **CP 23-19-02** for and on behalf of the County of Fillmore and authorize final payment as specified.

Dated at Preston, Minnesota, this 6th day of August, 2019

Contract Price: \$ **9.13/ton**

Value of Work: \$ **39,617.77**

Final Payment: \$ **1,980.89**

Milestone Materials

_____, Chairman of the Board

VOTING AYE

Commissioners Bakke ☐ Dahl ☐ Lentz ☐ Prestby ☐ ☐

VOTING NAY

Commissioners Bakke ☐ Dahl ☐ Lentz ☐ Prestby ☐ ☐

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 6th day of August, 2019

Witness my hand and official seal at Preston, Minnesota the 6th day of August, 2019.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes):

25

Dept.: Sheriff's Office

Prepared By: Sheriff John DeGeorge

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

Consent Agenda:

Documentation
(Yes/No):

1.

Regular Agenda:

Documentation
(Yes)

1. Jail Inspection Report Issued By The Minnesota Department of Corrections Pursuant to Mn Statute 241.021, Subdivision 1

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



Facility Inspection Report Issued By The Minnesota Department of Corrections Pursuant to MN Statute 241.021, Subdivision 1
Inspection and Enforcement Unit, 1450 Energy Park Drive, Suite 200, St.Paul MN 55108
Telephone: 651-361-7146 Fax: 651-642-0314 Email: ie-support.doc@state.mn.us

INSPECTION DETAILS **Fillmore County Jail**
FOR:

Address: 901 Houston Street, Preston, MN 55965

MN Governing Rule: 2911 Local Adult Detention Facilities

Inspection Type: Annual **Inspected By:** Jen Pfeifer – Detention Facility Inspector **Inspected on:** 04/17/2019 to 05/31/2019

Inspection Method: Facility tour, staff and resident interviews, employee and resident file reviews, related documentation reviews, and video footage review.

Officials Present During Inspection: Jail Administrator Jamie Fenske; Sheriff John DeGeorge

Officials Present for Exit Interview: Jail Administrator Jamie Fenske; Sheriff John DeGeorge

Issued Inspection Report to: Jail Administrator Jamie Fenske; Sheriff John DeGeorge; County Coordinator Bobbie Jo Vickerman; Regional Manager Dayna Burnmeister

RULE COMPLIANCE SUMMARY

Rule Chapter	Requirement Type	Total Applicable	Total Compliance	Total Non Compliance	Total Compliance With Concerns	Compliance Rating	Substantial Compliance Result/Criteria
2911	Mandatory	126	126	0	0	100.00%	Compliance rating of 100%
2911	Essential	103	101	1	1	99.03%	Compliance rating of 90%

TERMS OF OPERATION

Authority to Operate: approval **Begins On:** 06/01/2019 **Ends On:** 05/31/2020 **Facility Type:** 90 Day Lockup
Placed on Biennial Status: No **Biennial Status Annual Compliance Form Due On:**
Delinquent Juvenile Hold Approval: 6 hrs
Special Conditions: None. **Certificate Holder:** Fillmore County Sheriff's Office

Approved Capacity Details *Operational Capacity is calculated as a percent of Approved Capacity beds.

Bed Type	Gender	Approved Capacity	%Operating Capacity	Operational Capacity	Bed Details	Conditions
Secure	Coed	24	80	19.20	Fillmore County's 2002 closed juvenile THF area is now used for minimum custody females. February 2017 the facility was reduced to a 90 day facility.	None.

RULE COMPLIANCE DETAILS

Chapter 2911 - Essential Rules Not In Compliance**Total: 1**

1. 2911.3100 INMATE ACTIVITIES AND PROGRAMS. Subpart 7. Recreation plan.

The facility administrator or designee shall have a plan providing opportunities for physical exercise and recreational activities for all inmates consistent with the facility's classification and design. Class I facilities are exempt from this requirement. The plan shall include policies and procedures necessary to protect the facility's security and the welfare of inmates. Policy and procedure shall provide: A. inmates with access to recreational opportunities and equipment, including seven hours of physical exercise or recreation outside the cell and adjacent dayroom areas per week; B. recreational opportunities a minimum of five days per week; C. indoor space and equipment for active recreational activities in all Class II to Class VI facilities; D. outdoor recreational space and equipment for outdoor recreational programming in all Class VI facilities. The space and equipment shall be provided in a manner consistent with the facility's security classification; E. passive and active recreation needs and equipment for a variety of inmates consistent with the facility's classification and offenders served. As an example, activity needs of geriatric, disabled, or geriatric and disabled offenders shall be addressed; F. inmates in segregation with a minimum of one hour a day, seven days a week, of exercise outside the inmates' cells, unless security or safety considerations dictate otherwise; and G. discretionary access by inmates on segregation status to the same recreational facilities as other inmates unless security or safety considerations dictate otherwise. When inmates on segregation status are excluded from use of regular recreation facilities, the alternative area for exercise used shall be documented.

Inspection Findings:

There is no recreation area inside the facility. There is space outside when the weather is appropriate.

Corrective Actions:

Corrective action at this time would require substantial remodeling or expansion of the current facility.

Response Needed By:**Chapter 2911 - Essential Rules In Compliance With Concerns****Total: 1**

1. 2911.7400 POLICIES AND PROCEDURES TO DETECT DETERIORATION OF BUILDING AND EQUIPMENT.

The facility administrator or designee shall have policies and procedures designed to detect building and equipment deterioration, safety hazards, and unsanitary conditions. Policies and procedures shall include requirements that facility staff report unsanitary and unsafe conditions as well as physical plant and equipment repairs and replacement needs; and documentation that appropriate work orders or requests for budget resources to effect needed repair, replacement, or corrections have been made.

Inspection Findings:

Although there is a policy in place to address these concerns, the building continues to deteriorate. Toilets and sinks show considerable rust and many areas need to be painted and floors in the cells need to be repaired.

Corrective Actions:

There is a plan in place and the jail continues to work on replacements for toilets and sinks that are deteriorating.

Response Needed By:

INSPECTION COMMENTS

On February 1, 2017, the Fillmore County Jail was reduced to a 90 day facility.

Since that time the floors within the cell areas have been replaced and old toilets and sink fixtures were replaced with stainless steel. The showers have been modified and bars were removed that could pose a safety risk.

Physical Plant Deficiencies: The infra-structure of the Fillmore County Jail continues to show signs of significant deterioration, most notably the plumbing. There was standing water in the chase areas at the time of the inspection.

The facility lacks adequate program space for the population. This has been an ongoing issue for many years. Coupled with lack of educational programming, the lack of space continues to be one of the more significant concerns related to the operation of the facility. Research has shown that programs, whether educational, vocational, or recreational, help to reduce negative inmate behavior, as well as helping to reduce recidivism.

The facility will remain on annual inspections.

JJDPA Compliance

On May 17, 2019 a Juvenile Justice and Delinquency Prevention Act audit was conducted. The facility is allowed to hold a delinquent juvenile up to 6 hours, excluding weekends and holiday. There are three core requirements that are looked at during our facility review. Those core requirements are Deinstitutionalization of Status Offenders (DSO), Removal of Juveniles for Adult Jail and Adult Lockups (Jail Removal), and Sight and Sound separation.

I reviewed 100 percent of the year 2018/19 juvenile data. The findings are as follows:
I found no violations.

Jail Removal: Files and Statewide Supervision System data indicate that any children brought into the jail are removed within the 6 hour time frame allowed per the JJDP Act.

Sight and Sound Separation: The facility design and policies allow for proper sight and sound separation. Policies and the court schedule also indicate proper sight and sound separation are maintained.

The facility does not participate in any "Scared Straight" programs for any youth that are under public authority.

Report completed By: Jen Pfeifer – Detention Facility Inspector

Signature:





DEPARTMENT OF NATURAL RESOURCES

2019 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 156691

PO#: 3-149658

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2019	Source Type State	Vendor Number 0000196178-001
Total Amount \$ 2,097	Project ID R29G70CGFFY18	Billing Location R297000221	DUNS 051268928	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2019	Grant End Date June 30, 2020
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Grantee Name and Address:

Fillmore County Sheriff's Office
901 Houston St. NW
Preston, MN 55965

Payment Address: (where DNR sends the check)

Fillmore Co.
Box 627
Preston, MN 55965

**2019 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Fillmore County Sheriff's Office, 901 Houston St. NW, Preston, MN 55965 (DUNS 051268928) ("Grantee"). The payment address for this grant agreement is Fillmore Co., Box 627, Preston, MN 55965.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16B.98, subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2019 grant expenditures incurred back to effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2020. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Two thousand ninety-seven dollars (\$2,097).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Two thousand ninety-seven dollars (\$2,097).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff John DeGeorge, Fillmore County Sheriff's Office, 901 Houston St. NW, Preston, MN 55965. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant 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 grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

a) It does not obtain funding from the Minnesota Legislature

b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

- 17 **Invasive Species Prevention**
WORK SITES WITH KNOWN AQUATIC INVASIVE SPECIES INFESTATIONS
Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this grant agreement by reference and may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties are listed in Op Order 113 under Sections II and III (p. 5-8).

The grantee shall be responsible for becoming familiar with the location of any known infestations of aquatic pests. The DNR Infested Waters list is found at <https://www.dnr.state.mn.us/invasives/ais/infested.html>. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for (ex. zebra mussels) invasive species prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated. The grantee shall use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body:

- a. Prior to leaving the waterbody, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments and any other areas where water may be trapped or contained. Immediately after leaving the water body, drain water from transom wells onto dry land.
- b. Inspect boat hulls, propellers, trailers and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads.
- c. Flush boats (inside and outside) and all other equipment with hot water of 105 - 110 degrees F for a period of 30 minutes or 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days. A car wash can be used for cleaning.
- d. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- e. Before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water or power washed to remove invertebrates. Aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

18 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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

19 **Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 4/25/19

SWIFT Contract # 156691

Purchase Order # 3-149658

2. GRANTEE:

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

1. DNR - OMBS
2. Grantee - 2 (Sheriff's Office & Co. Board)
3. State's Authorized Representative

RESOLUTION

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

Date August 6, 2019 Resolution No. 2019-

Motion by Commissioner _____ Second by Commissioner _____

Resolution Declaring a State Of Emergency

WHEREAS the recent July 18th and 19th flooding impacted the population of Fillmore County

WHEREAS the July 18th and 19th flooding event has caused a significant amount of public property damage;
and

WHEREAS the County of Fillmore requests the Board of County Commissioners to declare Fillmore

County in a **STATE OF EMERGENCY** for the July 18-19 flood event of 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Fillmore County Board of Commissioners declares
Fillmore County in a **STATE OF EMERGENCY** for conditions resulting from the June flood events due to
heavy rain on July 18th and 19th, 2019.

VOTING AYE

Commissioners

Bakke ☐

Prestby ☐

Dahl ☐

Lentz ☐

VOTING NAY

Commissioners

Bakke ☐

Prestby ☐

Dahl ☐

Lentz ☐

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 6th day of August, 2019.

Witness my hand and official seal at Preston, Minnesota the 6th day of August, 2019.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 8/6/2019

Amount of time requested (minutes):

10 Minutes

Dept.: Coordinator

Prepared By: Kristina Kohn

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

Regular Agenda:

Documentation
(Yes/No):

1. First reading of draft changes to the Work Hours and Attendance Policy Yes
2. First reading of draft changes to the Distracted Driving Policy Yes
3. Request to hire Support Enforcement Aide at Grade 7/Step 1 effective 8/12/19 as requested by the Social Services Manager and recommended by the Hiring Committee No
 - a. [REDACTED]
 - b. \$20.61
4. Discussion with possible action regarding classification setting of Finance Director position to Grade 16 as recommended by David Drown & Assoc. Yes
5. Request to set the salary for Lori Affeldt, Finance Director to Grade 16/Step 1 effective 8/1/19 No
 - a. \$35.28

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

A. Policy Statement

It is the policy of Fillmore County that regular full-time employees be scheduled to work forty (40) hours per week or 2080 hours per year. Hours worked are calculated in 15 minute increments. A payroll workweek shall be five days, from Friday through the following Thursday, excluding the weekend. ~~Home health aides will work a calendar week for payroll purposes.~~ The normal ~~work week~~workweek, for the convenience of the public and for efficiency of operations, shall consist of five (5) eight (8) hour days from 8:00 a.m. to 4:30 p.m., Monday through Friday excluding the Sheriff's Office. Employees are expected to be at work and working during their normally scheduled days and hours unless on approved leave. Any variations require Department Head and/or County Board approval. Nothing shall prevent the County Board or management from changing the schedule of office hours or the length of the work day/week for any employee. Employees who fail to meet attendance requirements may be subject to disciplinary action.

B. Non-Regular Schedules

Non-regular schedules are used to enhance the ability of units and individuals to meet County or client needs that deviate from the normal County work schedule, providing offices are adequately staffed for the normal workweek. This type of scheduling is primarily for specific events or needs and is therefore not regular or repetitive.

C. Alternative Schedules

Alternative Schedules are pre-arranged, repeating, regular work hours for the units/employees who use them. Alternative Schedules for individual employees must be pre-approved, in writing, by the Department Head, or their designee. Employee requests must include all relevant facts and requested conditions. Alternative schedules shall be reviewed for consideration of their effectiveness and continuation yearly as a part of the yearly evaluation process.

Note: Not all positions will be suited to utilize alternative schedules due to specific job responsibilities. An alternative work schedule is a privilege and not an entitlement. As is provided in 3.A above, schedules for an entire department, which deviate from normal business hours, must receive County Board approval.

Alternative Schedules are limited to Monday-Friday, except for those departments, which by their nature (i.e., Sheriff's Department) or by County Board approval work different hours and/or days. Employees approved for Alternative Schedules cannot start earlier than 7:00 a.m. or end later than 6:00 p.m. The hours worked in any day shall not exceed ten (10) and will total forty (40) in one week.

Between the period of April 1 and the first snowfall of the year as determined by the Building Maintenance Supervisor, with Department Head approval, employees will be allowed to start at 6:00 a.m. The starting and ending dates are subject to change based on weather conditions.

Unless arrangements have been made, in accordance with leave policies, employees are to be present at work during all regularly scheduled hours. Unexcused absence and tardiness shall be reasons for disciplinary action. Should a Holiday fall on a scheduled day off, employees on Alternative Schedules shall take the following day as a Holiday. Eight hours will be the maximum allowed for Holiday pay unless otherwise stated in a bargaining agreement. Compensatory time or paid time off hours should be entered to complete the regularly scheduled day.

D. Flextime

Flextime is a mutually agreed alternative to compensatory time or overtime, providing offices are adequately staffed. Flextime is primarily to be used to avoid the accumulation of compensatory time or overtime as directed by the employee's supervisor. Use of flextime for employees to meet personal obligations and appointments will be granted only under special circumstances, as employees should utilize PTO for needs to be away from work for personal reasons. By its very nature, flextime is of short duration and does not occur on a regular or repetitive basis.

Any changes to an employee's work schedule associated with flextime must have the pre-approval of the Department Head or their designee. Any change in work schedules to allow for meeting a personal appointment and corresponding make up time must be mutually agreed to by the employee and the supervisor before it will be granted. While employees may request a variation of the hours worked within a normal work day, the Department Head or their designee is under no obligation to grant such requests. The County retains the right to deny the use of flextime.

Use of flextime does not allow employees to work on their normal days off. Nor does it allow employees to deviate their work schedule by more than 2 (two) hours earlier or later than their normal working hours. Flextime cannot be banked or carried over from one pay week to another. Time off due to flextime use must be made up within the pay week utilized.

E. Volunteer Time

Those County employees serving as volunteer fire fighters and ambulance personnel can answer calls during working hours with the approval of their department head. For the time away from their job, employees must use accumulated PTO hours, compensatory time, or make up the time with the approval of the department head in such a manner that it will not qualify as overtime.

E.F. Approval/Denial of non-regular hours

Requests based on Department need or personal medical or family need will be given first preference. Requests based on want will be determined on a first come basis. Multiple requests received at the same time will be determined by the department head or their designee seniority. Non-regular work schedules will be evaluated at least annually to determine that the need still exists. Management reserves the right to remedy arrangements that are deemed unsatisfactory, in any manner they consider necessary, up to and including termination of the non-regular hours.

F.G. Rest Periods

For each four (4) hour scheduled work period, employees will be given one fifteen (15) minute break. Rest periods are part of the paid work shift. An employee shall not be compensated in additional money or time off for refusing to take a scheduled rest period. Department Heads are responsible for scheduling rest periods as to not interfere with work requirements. An employee may not use any of their paid rest periods at the end of their normal workday in order to leave early.

G.H. Lunch Periods

An employee is entitled to a one-half (1/2) hour lunch period during each full eight (8) hour or variable scheduled day shift of work. Lunch periods are not a compensated part of the work shift. ~~An employee shall not be compensated in money or time off for not taking a scheduled lunch period.~~ Lunch periods shall be scheduled by the Department Head or Supervisor to ensure continual services throughout the workday. It is both the employee and supervisor/department head's responsibilities to ensure that every employee receives and takes their lunch period. An employee may not take their lunch break in the last thirty (30) minutes of their regularly scheduled ~~work day~~workday for the purpose of leaving early.

I.H. After Hours Work

An employee is not to perform any type of work for Fillmore County during their off hours unless expressly directed to do so by their supervisor. This includes, but is not limited to: using an electronic device to make/take phone calls; checking, reading or sending emails; visiting with clients; reviewing and/or preparing documents. Any time, which is more than diminutive, spent working during off duty hours must be reported to your supervisor. The department head/supervisor will determine whether the employee should flex the time, receive comp time or overtime compensation.

GENERAL PROVISIONS:

Of increasing concern to Fillmore County are the dangers of distracted driving to its employees. Numerous studies have demonstrated how the use of hand-held cell phones while driving pose a significant safety risk to motorists, their passengers and others on the road. Additionally, performing other activities while driving, also significantly decreases a driver's ability to operate a vehicle safely.

POLICY REGARDING DISTRACTED DRIVING:

It is the policy of Fillmore County that employees shall refrain from all types of distracted driving and will concentrate solely upon the safe operation of the vehicle.

CELL PHONE/ ELECTRONIC DEVICE USE

In accordance with Minnesota statute 169.475, Fillmore County bans use of a cell phone or other wireless device to compose, view or send an electronic message while operating a County vehicle or while using a County issued cell phone while operating a personal vehicle. This includes, but is not limited to, composing, reading or responding to e-mails and text messages, or accessing the World Wide Web. Additionally and in accordance with this statute, Fillmore County bans engaging in a cellular phone call unless utilizing a hands-free mode as defined by the statute. ~~Employees are discouraged from using handheld cell phones while driving. Instead, Fillmore County strongly encourages employees to utilize a hands-free device when talking on a cell phone while driving.~~ Employees may be subject to disciplinary action for failure to adhere to distracted driving policy according to the Discipline policy 5.01.

~~There are times when employees may need to drive their personal vehicle to conduct County business and may have their own personal cell phone. During these instances, Fillmore County employees are encouraged to consider following the above policy for their safety and the safety of the general public.~~

Fillmore County also bans its employees from wearing headphones or earphones that are used in both ears simultaneously in accordance with Minnesota statute 169.471. This does NOT include employees who need hearing aid devices. This does not include employees who are required to wear hearing protection while operating County equipment in accordance with OSHA requirements.

ADDITIONAL TASKS

Employees are to refrain from participating in alternative activities while on official County business and operating a ~~County-owned~~ vehicle. Alternative activities include, but are not limited to: searching for items or documents, picking up fallen items, personal grooming, reading any document or material including a map, and eating while driving. If the driving employee is required to perform a task other than driving, the employee shall either 1) request a passenger perform the task for them (if applicable) or 2) pull off the road, safely stop the vehicle, then perform the task to completion before again beginning to drive.

If operating a personal vehicle for County business, the employee ~~are encouraged to consider following~~ the policy with regard to additional tasks as if they were operating a County vehicle.

PHYSICAL DISTRACTIONS

Employees driving on official County business~~County vehicles~~ are required to be physically able to operate a vehicle safely. This includes not driving when the employee is too tired to safely drive a vehicle. Employees requiring medication which could interfere with their ability to safely drive are required to report this to their Department Head or Supervisor and request an alternate employee as a driver. Employees who are suffering

from an injury or illness, which temporarily interferes with their ability to safely drive a ~~County~~ vehicle without distraction, are also required to report this information and request an alternate driver.

~~Employees operating a personal vehicle for County business are encouraged to consider following the policy with regard to physical distractions as if they were operating a County vehicle. The employee may request the use of a County vehicle with an alternate driver if they have a physical distraction which could impair their ability to drive safely.~~



DDA

Human Resources, Inc.
a David Drown Associates Company

TO: KRISTINIA KOHN, HUMAN RESOURCES OFFICER
FROM: TESSIA MELVIN, DDA MANAGEMENT CONSULTANT
DATE: JULY 24, 2019
SUBJECT: CLASSIFICATION OF FINANCE DIRECTOR

Under the County's current system, review of the Position Analysis Questionnaire, and review of the job description, I would classify the position of Finance Director as a Grade 16.

Tessia Melvin, DDA Management Consultant

tessia@daviddrown.com