

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
April 9, 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

Pledge of Allegiance

- 9:00 a.m. Approve agenda
Approve Consent Agenda:
1. April 2, 2019 County Board minutes
 2. Closing of Coffee Street East from Hwy 250 (Parkway Ave N) to Kenilworth Ave N. (the block from Iron Horse to the Post Office) in Lanesboro, MN on May 11, 2019 and September 21, 2019 for Girls Day Out as approved by Sheriff DeGeorge and Highway Engineer Gregg
 3. Overnight lodging request for MAAO Summer Seminars for Brian Hoff, Land Records Director and Appraisers
 4. Successful completion of probation for Breanna Johnson, Registered Nurse, as recommended by the Director of Nursing

Approve Commissioners' Warrants
Review Auditor's Warrants

- 9:05 a.m. Brett Corson, County Attorney
1. Consider City Prosecutor Agreements with the cities Canton and Harmony

- 9:15 a.m. Cristal Adkins, Zoning Administrator
1. Consider resolution for adoption of amendment updates to the Fillmore County Zoning Ordinance, Section 709, titled Solar Energy Systems, Accessory
 2. Consider an access permit for Dave Kimber for a new field drive in the City of Canton and a driveway for Dominic Crawford, section 32 of Fountain Township

9:30 a.m. Citizen's Input

- 9:35 a.m. Kristina Kohn, Human Resources & Brenda Pohlman, Public Health Educator
1. Second reading with possible action regarding implementation of Breastfeeding policy

- 9:45 a.m. Ron Gregg, Highway Engineer
1. Consider increase of \$1,801 to original purchase price of 2019 Mack tandem truck for the installation of a lift kit needed for installing an underbody snowplow attachment

- 10:00 a.m. Bobbie Vickerman, Coordinator
1. Update with possible action regarding Land Tax Payer Services

OTHER ADMINISTRATIVE ITEMS:

1. Discussion with possible action regarding Southern Minnesota Regional Medical Examiner cremation fees
2. Discussion with possible action regarding City of Preston Electric Hookup

FILLMORE COUNTY BOARD OF COMMISSIONERS

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Calendar review, announcements and committee reports

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

Monday, April 8	12:30 p.m.	Southeast MN Emergency Communications Board, Rochester Public Utilities, Rochester	<i>Lentz</i>
	6:00 p.m.	Development Achievement Center, Preston	<i>Lentz</i>
	6:30 p.m.	Semcac, St. Charles	<i>Dahl</i>
Tuesday, April 9	7:30 a.m.	Solid Waste	<i>Prestby</i>
	9:00 a.m.	County Board - Regular Meeting, Commissioners' Boardroom, Courthouse, Preston	
	12:00 p.m.	Department Head (following Board meeting)	<i>Bakke/Prestby</i>
	7:00 p.m.	Fillmore County Annual Unit of Townships Meeting, Preston Servicemen's Club, Preston	
Thursday, April 11	4:30 p.m.	Soil and Water Conservation District (SWCD), SWCD Office, Preston	<i>Bakke</i>
Tuesday, April 16	8:00 a.m.	Law Enforcement	<i>Prestby/Lentz</i>
	9:00 a.m.	Technology/Land Records/GIS	<i>Prestby/Lentz</i>
Wednesday, April 17	9:00 a.m.	Basin Alliance, Rochester	<i>Bakke</i>
	4:30 p.m.	Economic Development Authority	<i>Lentz</i>
	7:00 p.m.	Extension, Extension Office, Fillmore County Office Building, Preston	<i>Bakke</i>
Thursday, April 18	1:00 p.m.	Historical Society, Fountain	<i>Bakke</i>

FILLMORE COUNTY COMMISSIONERS' MINUTES

April 2, 2019

This is a preliminary draft of the April 2, 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 2nd day of April, 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; Kristina Kohn, Human Resources Officer; Heidi Jones, Auditor/Treasurer; Brian Hoff, Land Records Director; John DeGeorge, Sheriff; Lance Boyum, Chief Deputy; Terry Schultz, Building Maintenance Supervisor; Cristal Adkins, Zoning Administrator; Vic Peterson; Bonita Underbakke; Kevin Beck; Jordan Fontenello; Renee Zachman, LELS Union Representative; Dan Dornink, Deputy and LELS Union Steward; Jesse Grabau, Investigator and LELS Union Steward; Bonita Underbakke; Gretchen Mensink, Republican Leader; and Karen Reisner, Fillmore County Journal.

The Pledge of Allegiance was recited.

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

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

1. March 26, 2019 County Board minutes as presented.
2. Payment of 2nd qtr. invoice for 2019 for \$9,825.50 to Community and Economic Development Associates (CEDA) for economic development staffing services.
3. Overnight stays for Roxane Alden, Property Appraiser, and Kayla Pierce, Account Technician, to attend Sidwell Legal Description Workshop sponsored by MCCC as recommended by the Land Records Director.
4. Overnight stays for Roxane Alden, Property Appraiser, to attend Appraiser Licensing Course, Pre-Registered for Assessment Laws & Procedures w/Ethics, as recommended by the Land Records Director.

On motion by Lentz, second by Dahl, the Board unanimously voted to pull the Auto License Bureau invoice in the amount of \$1,889.02 for the Ford F150 truck in the Highway Department from the warrant list.

On motion by Dahl, seconded by Prestby, the Board unanimously approved payment of the following Commissioner warrants:

WARRANTS

The Auditor's warrants were reviewed.

Heidi Jones, Auditor/Treasurer, and Brian Hoff, Land Records Director, were present.

A motion was made by Dahl, seconded by Lentz, to authorize Rick Adams to repurchase forfeited property, Parcel No. 19.0245.000, in the city of Lanesboro, with the caveat that a repurchasing fee be set up in the future to include all associated costs. Jones stated that she felt that all costs were already accounted for on this property. The Chair called for a vote: Commissioners voting "aye": Lentz, Bakke, and Dahl. Commissioners' voting "nay": Prestby. The motion prevailed.

Auditor/Treasurer Jones and Land Records Director Hoff updated the Board on the tax statements and valuation notices. Jones noted there was a graphical error on the statements as well as an error in the data of the

valuation notices. Due to the incorrect information on those statements, new statements will be sent out on the 4th of April. Commissioner Prestby inquired as to the additional postage cost, noting that it had to be paid, and who was responsible for the error. Jones stated that she had asked if we could do a mass notice rather than mailing out individual updated statements, but the state said they had to send out new statements.

The Citizen's Input portion of the meeting was opened and closed at 9:35 a.m., as no one was present to speak.

Kristina Kohn, Human Resources Officer, was present

On motion by Prestby, seconded by Dahl, the Board unanimously approved the second reading as the final version of the Early Retirement Incentive Program (ERIP) policy.

On motion by Dahl, seconded by Lentz, the Board unanimously approved the Memorandum of Understanding (MOU) between Fillmore County and Local #49 which placed Local #49 members on the pay scale provided by David Drown & Associates, yet keeping their already pre-negotiated cost of living adjustments (COLA) for the 2019 and 2020 years.

John DeGeorge, Sheriff, and Lance Boyum, Chief Deputy, were present.

On motion by Dahl, seconded by Lentz, the Board unanimously approved the purchase of squad car equipment and set up costs from Emergency Automotive Technologies, Inc. for \$9,894.42; from Watch Guard for \$4,820.00; from Kelly Printing & Signs for \$484.50 and from MPH Industries, Inc. for \$1,746.00. Equipment from the Impala cannot be transferred to the new vehicle.

On motion by Prestby, seconded by Lentz, the Board unanimously approved the purchase of 2019 Training and Duty Ammunition from Streicher's for \$3,524.96.

Bobbie Vickerman, County Coordinator, was present.

Coordinator Vickerman gave an update regarding the move to Taxpayer Services, noting that she has been absent due to unforeseen circumstances and has not had a chance to meet with Terry Schultz regarding construction. Commissioner Lentz stated he feels that where the staff is currently, the Land Records and Auditor/Treasurer Departments sharing the old Auditor/Treasurer Office area should stay the same and the Zoning/Feedlot Departments should be moved up to where the Assessor's office was. This will create a convenient area for taxpayers to conduct business with these departments. Land Records Director, Brian Hoff, stated concerns about space and noise that his staff is experiencing and brought forward his previous suggestion that his department go back to where they were before and moving the Zoning/Feedlot Department up with the Auditor/Treasurer's Department. Discussion ensued about the transition and working situation. Commissioner Dahl commented that Department Heads are expected to take the lead during this reorganization and work together.

On motion by Lentz, seconded by Dahl, the Board unanimously approved to have Land Records and Auditor/Treasurer departments continue sharing the old Auditor/Treasurer space on the West side, move the Zoning/Feedlot Department to the open office on the main level on the East side and relocate Victim Services into the space that was occupied by the Zoning/Feedlot Department in the lower level.

A review of the calendar was done and the following committee reports and announcements were given: Bakke - Southeast MN Water Resources Board met Monday, April 1. All of the grants were transferred to either SWCDs or counties. A resolution of support to disband may be coming to the Board to ratify the Joint Powers Board members' intent to disband taken on March 11, 2019. Economic Development Authority (EDA) Outdoor Recreation Summit – Bakke and Lentz attended, noted it was interesting and a lot of information was

shared. Bakke noted that Thursday, April 4th he will be speaking at the League of Women Voters regarding what a commissioner's role is. All Commissioners are welcome to attend to answer questions.

The Chair recessed the meeting at 10:29 a.m. and resumed back in session at 10:40 a.m.

It was decided to continue with an open meeting to review the Law Enforcement Labor Services (LELS) Union negotiations.

LELS Union Representative, Renee Zachaman, and Union Stewards Dan Dornink and Jesse Grabau reviewed goals, as follows, for this negotiation for the LELS:

- Establish competitive wages
- Ensure personal time off (PTO) benefits (maintain 800 hour cap)
- Establish Injury-On-Duty (90 day injury on duty benefit) and Short Term Disability benefits paid for by the County
- Provide cell-phones to employees whose job duties require the use of one
- Establish compensation for certified trainers

The Board reviewed their points of the contract:

- It was noted by the Board that LELS wanted to wait to negotiate a contract for 2019 until the compensation study came back. The Board stated that an investment was made by hiring a consultant to provide an objective compensation study. The Board has followed through by implementing it with the non-union staff and approved a Memorandum of Understanding with the Local 49ers to implement the compensation plan as well.
- Would like to move to the 500 hours cap for PTO with the same process that was used with the non-union staff and Local 49ers union agreement.
- Injury-On-Duty - asked Sheriff DeGeorge to seek information from other counties regarding whether they have this in place and policies for it. The Board noted that the company providing the Short Term Disability service no longer provided that service and any alternatives were too costly. Through the current County benefit package, employees are able to purchase their own Short Term Disability through Colonial Life.
- The request to have provided cell phones with a camera was discussed and Sheriff DeGeorge was going to explore how other counties have handled this and what the cost associated would be compared to the cost of cameras and stipends for cell phones.
- An additional \$1.00 per hour was given for certified trainers in the 2018 negotiations and that a compensatory time off request that was made defeated the purpose of a lower PTO cap and would be quite costly. The Board will look into options rather than the compensatory time option presented by the Union.

Human Resource Officer Kohn will update the pay plan chart to make sure everyone is in his or her proper grade and step. The next negotiation meeting will be held at 10:00 a.m. on April 23rd in an open Board meeting.

On motion by Prestby and seconded by Lentz, the Chair adjourned the meeting at 11:41 a.m.

kapenhorst
 4/4/19 1:38PM
 1 County Revenue Fund

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
1	DEPT			General Government			
3370	Haakenson Electric, Inc 01-001-000-0000-6350		74.35	unhook office cubicle old off 03/18/2019 03/18/2019	4566	Unallocated Operating Expenses	N
3370	Haakenson Electric, Inc		74.35	1 Transactions			
2343	Kingsley Mercantile Inc. 01-001-000-0000-6350		77.96	paint for Brian Hoff new off 03/06/2019 03/06/2019		Unallocated Operating Expenses	N
2343	Kingsley Mercantile Inc.		77.96	1 Transactions			
1	DEPT Total:		152.31	General Government	2 Vendors	2 Transactions	
3	DEPT			Board Of Commissioners			
3804	Bakke/Duane 01-003-000-0000-6335		178.06	March Mileage 03/05/2019 03/29/2019		Employee Automobile Allowance	N
3804	Bakke/Duane		178.06	1 Transactions			
2081	Lentz/Mitch 01-003-000-0000-6335		186.76	March 2019 Mileage 03/05/2019 03/29/2019		Employee Automobile Allowance	N
2081	Lentz/Mitch		186.76	1 Transactions			
3	DEPT Total:		364.82	Board Of Commissioners	2 Vendors	2 Transactions	
11	DEPT			District Court			
5992	Law Office of Frederick S Suhler, Jr. 01-011-000-0000-6261		490.00	Client Laura Kahoun 02/13/2019 03/26/2019	23-JV-18-62	Court Appointed Attorneys	Y
5992	Law Office of Frederick S Suhler, Jr.		490.00	1 Transactions			
11	DEPT Total:		490.00	District Court	1 Vendors	1 Transactions	
41	DEPT			Auditor/Treasurer			
3288	MCCC, MI 33 01-041-000-0000-6637		5,813.00	Optimum Solutions Payroll Supp 12/03/2018 12/03/2018	2Y1812004	Software Expenses	N

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3288	MCCC, MI 33		5,813.00		1 Transactions		
41	DEPT Total:		5,813.00	Auditor/Treasurer	1 Vendors	1 Transactions	
60	DEPT			Information Systems			
111	Fillmore Co Treasurer- Credit Card/ACH 01-060-000-0000-6285		80.00	March 2019 Siteground Hosting 03/01/2019 03/01/2019	994725	Professional Fees	N
111	Fillmore Co Treasurer- Credit Card/ACH		80.00		1 Transactions		
2545	Marco, Inc 01-060-000-0000-6640		930.00	XProtect Prof Plus License 03/26/2019 03/26/2019	INV6181602	Equipment Purchased	N
2545	Marco, Inc		930.00		1 Transactions		
60	DEPT Total:		1,010.00	Information Systems	2 Vendors	2 Transactions	
91	DEPT			County Attorney			
8576	Corson/Brett 01-091-000-0000-6335		198.38	Fuel Reimb for CLE St. Cloud 03/27/2019 03/28/2019		Employee Automobile Allowance	N
8576	Corson/Brett		198.38		1 Transactions		
81730	Dodge Co Sheriff 01-091-000-0000-6377		75.00	Personal Service Fee-Subpeona 03/25/2019 03/25/2019		Fees And Service Charges	N
81730	Dodge Co Sheriff		75.00		1 Transactions		
3288	MCCC, MI 33 01-091-000-0000-6242		7,850.00	MCAPS Annual Fees 01/01/2019 01/01/2019	1901073	Membership Dues	N
3288	MCCC, MI 33		7,850.00		1 Transactions		
5294	RELX Inc.DBA LexisNexis 01-091-000-0000-6451		195.00	Monthly Subscription Fee 03/01/2019 03/31/2019	3091935976	Reference Materials	N
5294	RELX Inc.DBA LexisNexis		195.00		1 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
91	DEPT Total:		8,318.38	County Attorney	4 Vendors	4 Transactions	
101	DEPT			Recorder			
	4597 Kiehne/David						
	01-101-000-0000-6335		101.50	Recorder Mtg Goodhue County		Employee Automobile Allowance	N
				03/27/2019 03/27/2019			
	4597 Kiehne/David		101.50		1 Transactions		
101	DEPT Total:		101.50	Recorder	1 Vendors	1 Transactions	
103	DEPT			Land Records / Assessor			
	106 Fillmore Co Treasurer						
	01-103-000-0000-6561		48.59	February 2019 Fuel Expense		Gasoline Diesel And Other Fuels	N
				02/01/2019 02/28/2019			
	106 Fillmore Co Treasurer		48.59		1 Transactions		
103	DEPT Total:		48.59	Land Records / Assessor	1 Vendors	1 Transactions	
105	DEPT			Planning And Zoning			
	5479 Bisek/Andrew R						
	01-105-000-0000-6104		45.00	March PC Mtg Per Diem		Per Diem	N
				03/28/2019 03/28/2019			
	01-105-000-0000-6335		2.32	March PC Mtg Mileage		Employee Automobile Allowance	N
				03/28/2019 03/28/2019			
	5479 Bisek/Andrew R		47.32		2 Transactions		
	2540 Duxbury/Steve						
	01-105-000-0000-6104		45.00	March PC Mtg Per Diem		Per Diem	N
				03/28/2019 03/28/2019			
	01-105-000-0000-6335		11.60	March PC Mtg Mileage		Employee Automobile Allowance	N
				03/28/2019 03/28/2019			
	2540 Duxbury/Steve		56.60		2 Transactions		
	834 Hovey/Arlynn						
	01-105-000-0000-6104		45.00	March PC Mtg Per Diem		Per Diem	N
				03/28/2019 03/28/2019			
	01-105-000-0000-6335		7.54	March PC Mtg Mileage		Employee Automobile Allowance	N
				03/28/2019 03/28/2019			

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834	Hovey/Arlynn		52.54		2 Transactions		
3537	MACPZA-MN Assoc Co Planning&Zoning 01-105-000-0000-6242		140.00	membership dues Cristal Adkins 04/01/2019 04/01/2019		Membership Dues	N
3537	MACPZA-MN Assoc Co Planning&Zoning		140.00		1 Transactions		
6904	Ruskell/Gary L 01-105-000-0000-6104		45.00	March PC Mtg Per Diem 03/28/2019 03/28/2019		Per Diem	N
	01-105-000-0000-6335		19.72	March PC Mtg Mileage 03/28/2019 03/28/2019		Employee Automobile Allowance	N
6904	Ruskell/Gary L		64.72		2 Transactions		
6315	Thompson/Thomas A 01-105-000-0000-6104		45.00	March PC Mtg Per Diem 03/28/2019 03/28/2019		Per Diem	N
	01-105-000-0000-6335		12.76	March PC Mtg Mileage 03/28/2019 03/28/2019		Employee Automobile Allowance	N
6315	Thompson/Thomas A		57.76		2 Transactions		
105	DEPT Total:		418.94	Planning And Zoning	6 Vendors	11 Transactions	
111	DEPT			Facilites Mtce			
6567	A-1 All Brand Vacuums of Rochester, Inc 01-111-000-0000-6580		658.85	Maint 2 vacuums courthouse 03/13/2019 03/13/2019	8365	Other Repair And Maintenance Suppl	N
6567	A-1 All Brand Vacuums of Rochester, Inc		658.85		1 Transactions		
106	Fillmore Co Treasurer 01-111-000-0000-6561		7.30	Gas for snowblower 02/25/2019 02/25/2019		Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		7.30		1 Transactions		
5988	Preston Auto Parts 01-111-000-0000-6580		12.00	Anchers for cabinets assessor 03/21/2019 03/21/2019		Other Repair And Maintenance Suppl	N
5988	Preston Auto Parts		12.00		1 Transactions		

kapenhorst
 4/4/19 1:38PM
 1 County Revenue Fund

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81511	Preston Foods 01-111-000-0000-6411		35.94	Kitchen Towels 03/19/2019 03/19/2019		Custodial Supplies	N
81511	Preston Foods		35.94		1 Transactions		
9206	Winona Heating & Ventilating Co, Inc. 01-111-000-0000-6317		510.34	controller condenser fan on ac 03/18/2019 03/18/2019	17491	Building Maintenance	N
9206	Winona Heating & Ventilating Co, Inc.		510.34		1 Transactions		
111	DEPT Total:		1,224.43	Facilites Mtce	5 Vendors	5 Transactions	
125	DEPT			Veteran Services			
4928	1 Source 01-125-000-0000-6420		473.16	Grant - paper folder 03/15/2019 03/15/2019	236099-0	State Grant Expenses	Y
4928	1 Source		473.16		1 Transactions		
106	Fillmore Co Treasurer 01-125-000-0000-6561		133.67	February Fuel - Vets Hwy Dept 02/01/2019 02/28/2019		Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		133.67		1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH 01-125-000-0000-6420		415.75	Grant - Casket Flags 02/13/2019 02/13/2019		State Grant Expenses	N
	01-125-000-0000-6420		983.24	Grant -Projector,screen,case 03/11/2019 03/11/2019		State Grant Expenses	N
111	Fillmore Co Treasurer- Credit Card/ACH		1,398.99		2 Transactions		
1208	Premier Auto Glass,Inc 01-125-000-0000-6580		554.47	New Windshield Ford Transit 03/05/2019 03/05/2019	P0020459	Other Repair And Maintenance Suppl	N
1208	Premier Auto Glass,Inc		554.47		1 Transactions		
125	DEPT Total:		2,560.29	Veteran Services	4 Vendors	5 Transactions	
149	DEPT			Other General Government			

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111	Fillmore Co Treasurer- Credit Card/ACH 01-149-000-0000-6408		139.08	County Supplies 03/15/2019 03/15/2019		County Shared Office Supplies	N
111	Fillmore Co Treasurer- Credit Card/ACH		139.08		1 Transactions		
5745	Flexible Benefit Consulting, Inc 01-149-000-0000-6285		1,643.21	April 2019 InsuranceConsulting 04/01/2019 04/01/2019	20190401-02	Professional Fees	N
5745	Flexible Benefit Consulting, Inc		1,643.21		1 Transactions		
1479	Loffler Companies, Inc 01-149-000-0000-6235		819.49	copy usage 3/1/19-3/31/19 03/01/2019 03/31/2019	3075852	Copy Machine - Copies BW and Color	N
1479	Loffler Companies, Inc		819.49		1 Transactions		
6190	Phone Station Inc 01-149-000-0000-6204		761.50	Phone Programming Issues 03/20/2019 03/20/2019	75927	Telephone Repair And Service	N
6190	Phone Station Inc		761.50		1 Transactions		
149	DEPT Total:		3,363.28	Other General Government	4 Vendors	4 Transactions	
202	DEPT			Sheriff			
5142	Ancom Technical Center, Inc. 01-202-000-0000-6310		68.00	Repair to portable radio 03/19/2019 03/19/2019	86386	Contract Repairs And Maintenance	N
5142	Ancom Technical Center, Inc.		68.00		1 Transactions		
82133	Fillmore Co Auditor-Treasurer 01-202-000-0000-6561		2,039.47	February Fuel 02/01/2019 02/28/2019		Gasoline Diesel And Other Fuels	N
82133	Fillmore Co Auditor-Treasurer		2,039.47		1 Transactions		
6565	Legend Technical Services, Inc 01-202-000-0000-6377		480.00	Testing of THC/CBC 03/29/2019 03/29/2019	1901011	Fees And Service Charges	N
6565	Legend Technical Services, Inc		480.00		1 Transactions		
2273	Olmsted Medical Center						

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	01-202-000-0000-6285		130.00	New Employee Exam 02/18/2019 03/18/2019		Professional Fees	N
2273	Olmsted Medical Center		130.00		1 Transactions		
4487	Preston Service Plus 01-202-000-0000-6311		61.28	2015 Chev Impala oil chg 03/20/2019 03/20/2019	11943	Miscellaneous Repairs And Maintenan	Y
	01-202-000-0000-6311		90.28	2016 Dodge Durango oil chg 03/22/2019 03/22/2019	11964	Miscellaneous Repairs And Maintenan	Y
	01-202-000-0000-6311		103.28	2013 Chev Impala oil chg 03/25/2019 03/25/2019	11975	Miscellaneous Repairs And Maintenan	Y
4487	Preston Service Plus		254.84		3 Transactions		
4998	SOUTHLAND AUTO 01-202-000-0000-6311		38.91	2018 Ford Expl oil chg 04/01/2019 04/01/2019	993	Miscellaneous Repairs And Maintenan	N
4998	SOUTHLAND AUTO		38.91		1 Transactions		
355	Streicher's Inc. 01-202-000-0000-6173		429.99	newhire uniforms 03/22/2019 03/22/2019	I1358713	Uniform Allowance	N
	01-202-000-0000-6173		19.98	new hire name plate 03/25/2019 03/25/2019	I1359113	Uniform Allowance	N
	01-202-000-0000-6173		124.00	newhire uniforms 03/28/2019 03/28/2019	I1359747	Uniform Allowance	N
355	Streicher's Inc.		573.97		3 Transactions		
202	DEPT Total:		3,585.19	Sheriff	7 Vendors	11 Transactions	
251	DEPT			County Jail			
9	AmeriPride Services, Inc 01-251-000-0000-6377		82.65	Jail Laundry 02/01/2019 03/01/2019	2801011161	Fees And Service Charges	N
9	AmeriPride Services, Inc		82.65		1 Transactions		
4855	B&B Olympic Bowl 01-251-000-0000-6379		3,648.00	Board of Prisoners for March 03/01/2019 03/31/2019		Board Of Prisoners	N

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
4855	B&B Olympic Bowl		3,648.00		1 Transactions		
3888	ESRI-Environmental Systems Research Ir 01-251-000-0000-6429		2,210.85	April 2019 Healthcare 04/01/2019 04/30/2019	3888	Nurse/Medical Service Agreement	N
3888	ESRI-Environmental Systems Research Ir		2,210.85		1 Transactions		
4487	Preston Service Plus 01-251-000-0000-6311		45.28	2013 Dodge Caravan oil chg 03/15/2019 03/15/2019	11910	Miscellaneous Repairs And Maintenan	Y
4487	Preston Service Plus		45.28		1 Transactions		
251	DEPT Total:		5,986.78	County Jail	4 Vendors	4 Transactions	
602	DEPT			County Extension Service			
3257	U Of Mn Regents 01-602-000-0000-6277		30,296.49	1st Qtr MOA 01/01/2019 03/31/2019	0300022291	Alternative Funding Contract	N
3257	U Of Mn Regents		30,296.49		1 Transactions		
602	DEPT Total:		30,296.49	County Extension Service	1 Vendors	1 Transactions	
603	DEPT			Feedlot			
111	Fillmore Co Treasurer- Credit Card/ACH 01-603-000-0000-6337		189.79	Software 03/15/2019 03/22/2019		Other Travel Expense	N
111	Fillmore Co Treasurer- Credit Card/ACH		189.79		1 Transactions		
109	Fillmore Soil & Water Conservation Dist 01-603-000-0000-6285		2,303.91	1st Quarter -feed lot grant 01/01/2019 03/31/2019	10249	Professional Fees	N
109	Fillmore Soil & Water Conservation Dist		2,303.91		1 Transactions		
603	DEPT Total:		2,493.70	Feedlot	2 Vendors	2 Transactions	
1	Fund Total:		66,227.70	County Revenue Fund		57 Transactions	

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13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
310	DEPT			Highway Maintenance			
1891	Bruening Rock Products, Inc. 13-310-000-0000-6505		6,272.64	rock	117068	Aggregate	N
1891	Bruening Rock Products, Inc.		6,272.64		1 Transactions		
8933	Riverland Community College 13-310-000-0000-6245		100.00	registration	407422	Registration Fees	N
8933	Riverland Community College		100.00		1 Transactions		
7757	Universal Truck Equipment Inc 13-310-000-0000-6640		103,746.00	plow, box, equipment for new t	49432	Equipment Purchased	N
7757	Universal Truck Equipment Inc		103,746.00		1 Transactions		
310	DEPT Total:		110,118.64	Highway Maintenance	3 Vendors	3 Transactions	
320	DEPT			Highway Construction			
80306	Auto License Bureau 13-320-000-0000-6640		1,889.02	motor vehicle tax, title & lic		Equipment Purchased	N
80306	Auto License Bureau		1,889.02		1 Transactions		
6175	Carolán/Jared 13-320-000-0000-6337		13.87	meal		Other Travel Expense	N
6175	Carolán/Jared		13.87		1 Transactions		
320	DEPT Total:		1,902.89	Highway Construction	2 Vendors	2 Transactions	
330	DEPT			Equipment Maintenance Shops			
5826	Culligan Water Conditioning 13-330-000-0000-6317		32.95	drinking water	913778	Building Maintenance	N
5826	Culligan Water Conditioning		32.95		1 Transactions		
1174	Custom Communications Inc 13-330-000-0000-6317		410.00	service-door lock system	423864	Building Maintenance	N
1174	Custom Communications Inc		410.00		1 Transactions		
5751	Fastenal Company 13-330-000-0000-6576		6.12	supplies	78719	Shop Supplies & Tools	N
	13-330-000-0000-6576		1,021.02	supplies	78745	Shop Supplies & Tools	N

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	13-330-000-0000-6576		72.77	supplies	78775	Shop Supplies & Tools N
	13-330-000-0000-6576		463.58	supplies	78828	Shop Supplies & Tools N
	13-330-000-0000-6576		27.93	supplies	78896	Shop Supplies & Tools N
5751	Fastenal Company		1,591.42	5 Transactions		
4768	Gillund Enterprises					
	13-330-000-0000-6576		213.16	supplies	857097	Shop Supplies & Tools N
4768	Gillund Enterprises		213.16	1 Transactions		
3714	Hovey Oil Co Inc					
	13-330-000-0000-6561		1,756.19	#2 diesel	100503	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,613.20	#2 diesel	100506	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,911.02	#2 diesel	100510	Gasoline Diesel And Other Fuels N
3714	Hovey Oil Co Inc		5,280.41	3 Transactions		
6508	Interstate Motor Trucks					
	13-330-000-0000-6575		118.36	parts	2031481	Machinery Parts N
	13-330-000-0000-6575		1,254.83	parts	2031572	Machinery Parts N
	13-330-000-0000-6575		66.79	parts	2031574	Machinery Parts N
	13-330-000-0000-6575		66.79	parts	244750	Machinery Parts N
6508	Interstate Motor Trucks		1,506.77	4 Transactions		
8883	J J Keller & Associates Inc					
	13-330-000-0000-6576		463.70	supplies	9103811778	Shop Supplies & Tools N
8883	J J Keller & Associates Inc		463.70	1 Transactions		
83550	Kelly Printing & Signs LLC					
	13-330-000-0000-6575		12.00	parts	32879	Machinery Parts N
83550	Kelly Printing & Signs LLC		12.00	1 Transactions		
3989	Ronco Engineering Sales Co, Inc					
	13-330-000-0000-6575		698.00	chains	3161035	Machinery Parts N
	13-330-000-0000-6575		1,198.80	chains	3161734	Machinery Parts N
3989	Ronco Engineering Sales Co, Inc		1,896.80	2 Transactions		
2784	Tri-State Farmland Equipment					
	13-330-000-0000-6576		500.00	supplies		Shop Supplies & Tools N
2784	Tri-State Farmland Equipment		500.00	1 Transactions		

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13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
330	DEPT Total:		11,907.21	Equipment Maintenance Shops	10 Vendors 20 Transactions
13	Fund Total:		123,928.74	County Road & Bridge	25 Transactions

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
390	DEPT			Resource Recovery Center			
6150	Cintas Corporation No.2 14-390-000-0000-6377		17.70	Uniforms 03/22/2019 03/22/2019	4018714820	Fees And Service Charges	N
	14-390-000-0000-6377		13.38	Uniforms 03/29/2019 03/29/2019	4019114157	Fees And Service Charges	N
6150	Cintas Corporation No.2		31.08	2 Transactions			
5504	HARTER'S TRASH & RECYCLING INC 14-390-000-0000-6374		4,355.32	Feb Landfill 02/28/2019 02/28/2019	358573	Landfill Tipping Fees	N
5504	HARTER'S TRASH & RECYCLING INC		4,355.32	1 Transactions			
5882	Winneshiek County Landfill 14-390-000-0000-6374		5,365.13	Tipping Fees 03/20/2019 03/26/2019	23106	Landfill Tipping Fees	N
5882	Winneshiek County Landfill		5,365.13	1 Transactions			
390	DEPT Total:		9,751.53	Resource Recovery Center	3 Vendors	4 Transactions	
391	DEPT			Score Grant Program			
5504	HARTER'S TRASH & RECYCLING INC 14-391-000-0000-6861		10,082.18	Feb Recycling 02/01/2019 02/28/2019	358573	Recycling Operation Expense	N
5504	HARTER'S TRASH & RECYCLING INC		10,082.18	1 Transactions			
391	DEPT Total:		10,082.18	Score Grant Program	1 Vendors	1 Transactions	
14	Fund Total:		19,833.71	Sanitation Fund		5 Transactions	

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 91 Economic Development Au

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
705	DEPT			Economic Development			
	2910 Community And Economic Development						
	91-705-000-0000-6285		9,825.50	2nd Qtr Staffing Services		Professional Fees	N
				03/27/2019 03/27/2019			
	2910 Community And Economic Development		9,825.50	1 Transactions			
705	DEPT Total:		9,825.50	Economic Development	1 Vendors	1 Transactions	
91	Fund Total:		9,825.50	Economic Development Author		1 Transactions	
	Final Total:		219,815.65	67 Vendors	88 Transactions		

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	66,227.70	County Revenue Fund	
	13	123,928.74	County Road & Bridge	
	14	19,833.71	Sanitation Fund	
	91	9,825.50	Economic Development Authori	
	All Funds	219,815.65	Total	Approved by,
			
			

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 4/4/19 9:10AM
 1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
3684	Ask/Michael L 01-125-000-0000-6377		160.00	March Van Trip to VA Hospital 04/03/2019 04/03/2019		Fees And Service Charges	Y
3684	Ask/Michael L		160.00	1 Transactions			
6157	Further 01-149-000-0000-6289		395.30	March 2019 Participant fee 03/11/2019 03/11/2019	1332361	Select Account Adm.	N
6157	Further		395.30	1 Transactions			
4574	Hanson/Robert G. 01-125-000-0000-6377		160.00	March Van Trip to VA Hospital 04/03/2019 04/03/2019		Fees And Service Charges	Y
4574	Hanson/Robert G.		160.00	1 Transactions			
4504	Laughlin/Ronald D. 01-125-000-0000-6377		240.00	March Van Trip to VA Hospital 04/03/2019 04/03/2019		Fees And Service Charges	Y
4504	Laughlin/Ronald D.		240.00	1 Transactions			
6094	MN Energy Resources Corporation 01-251-000-0000-6255		816.12	Natural Gas 04/02/2019 04/02/2019		Gas	N
6094	MN Energy Resources Corporation		816.12	1 Transactions			
1 Fund Total:			1,771.42	County Revenue Fund	5 Vendors	5 Transactions	

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
4369	AcenTek 13-300-000-0000-6203		114.72	telephone	11255799	Telephone	N
	13-300-000-0000-6203		98.22	telephone	11256769	Telephone	N
4369	AcenTek		212.94	2 Transactions			
2208	Canton City 13-330-000-0000-6251		68.87	utilities	124453	Electricity	N
2208	Canton City		68.87	1 Transactions			
3219	Centurylink 13-300-000-0000-6203		23.36	telephone	83398791	Telephone	N
3219	Centurylink		23.36	1 Transactions			
288	City Of Peterson 13-330-000-0000-6251		246.46	utilities	108A	Electricity	N
288	City Of Peterson		246.46	1 Transactions			
1829	Frontier Communications 13-300-000-0000-6203		73.88	telephone	5079373211	Telephone	N
1829	Frontier Communications		73.88	1 Transactions			
6094	MN Energy Resources Corporation 13-330-000-0000-6255		627.00	natural gas	0502458275	Gas	N
	13-330-000-0000-6255		960.44	natural gas	0502625354	Gas	N
	13-330-000-0000-6255		697.06	natural gas	0506251865	Gas	N
6094	MN Energy Resources Corporation		2,284.50	3 Transactions			
343	Spring Valley Public Utilities 13-330-000-0000-6251		339.81	utilities	1124	Electricity	N
343	Spring Valley Public Utilities		339.81	1 Transactions			
1487	Waste Management - WI-MN 13-330-000-0000-6251		71.02	utilities	37596353000	Electricity	N
1487	Waste Management - WI-MN		71.02	1 Transactions			
13 Fund Total:			3,320.84	County Road & Bridge	8 Vendors	11 Transactions	

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 4/4/19 9:10AM
 22 Agbmp Septic Loans

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
6621	Mn Department Of Agriculture 22-609-000-0000-6818		31,313.51	Ag BMP Loan Payments		Agbmp Loan Payment	N
				04/01/2019 04/01/2019			
6621	Mn Department Of Agriculture		31,313.51	1 Transactions			
22 Fund Total:			31,313.51	Agbmp Septic Loans	1 Vendors	1 Transactions	

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83 Prepaid Tax Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
4587	BAHR/AUDRA 83-883-000-0000-6803		66.00	prepaid refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	Y
4587	BAHR/AUDRA		66.00	1 Transactions			
6951	Boelter/Thomas & Shirl 83-883-000-0000-6803		1,028.00	Prepaid Refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
6951	Boelter/Thomas & Shirl		1,028.00	1 Transactions			
2378	Eickhoff/Dan & Tamera &Virgil & Marva 83-883-000-0000-6803		110.00	Prepaid Refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
2378	Eickhoff/Dan & Tamera &Virgil & Marva		110.00	1 Transactions			
110	Fillmore Co Treasurer 83-883-000-0000-6803		172,974.12	Prepaid Taxes 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
110	Fillmore Co Treasurer		172,974.12	1 Transactions			
6558	Floyd & Barbara Dunn 83-883-000-0000-6803		62.00	Prepaid Refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
6558	Floyd & Barbara Dunn		62.00	1 Transactions			
6557	Gary L. Krahn 83-883-000-0000-6803		444.00	Prepaid Refunds 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
6557	Gary L. Krahn		444.00	1 Transactions			
6560	Gary Quarve 83-883-000-0000-6803		86.00	Prepaid Refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
6560	Gary Quarve		86.00	1 Transactions			
6561	James G. Blood Jr Revocable Trust 83-883-000-0000-6803		236.00	Prepaid Refund 04/02/2019 04/02/2019		Pre Paid Tax Refund	N
6561	James G. Blood Jr Revocable Trust		236.00	1 Transactions			

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 4/4/19 9:10AM
 83 Prepaid Tax Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>	
6562 Lance M. Bergeson 83-883-000-0000-6803		540.00	Prepaid Refund 04/02/2019 04/02/2019 1 Transactions	Pre Paid Tax Refund	N
6562 Lance M. Bergeson		540.00			
6559 Stanley J. Gudmundson 83-883-000-0000-6803		174.00	Prepaid Refund 04/02/2019 04/02/2019 1 Transactions	Pre Paid Tax Refund	N
6559 Stanley J. Gudmundson		174.00			
83 Fund Total:		175,720.12	Prepaid Tax Fund	10 Vendors	10 Transactions
Final Total:		212,125.89	24 Vendors	27 Transactions	

*** Fillmore County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	1,771.42	County Revenue Fund
	13	3,320.84	County Road & Bridge
	22	31,313.51	Agbmp Septic Loans
	83	175,720.12	Prepaid Tax Fund
	All Funds	212,125.89	Total

Approved by,

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REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 4/9/2019 Amount of time requested (minutes): 10 minutes
Dept.: County Attorney's Office Prepared By: Bailey Peterson

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. City Prosecutor Agreement
- Agreement for the County Attorney's Office to provide prosecution services for the City of Canton. City has reviewed contract and is in agreement. | Yes |
| 2. City Prosecutor Agreement
- Agreement for the County Attorney's Office to provide prosecution services for the City of Harmony. City has reviewed contract and is in 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; inglett@co.fillmore.mn.us; and kruesink@co.fillmore.mn.us

CANTON CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Canton, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County of Fillmore, Attorney, and City of Canton agree as follows:

1. Services Provided:

The County of Fillmore shall, through the Fillmore County Attorney's Office ("Attorney"), provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City of Canton as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and insure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memos or other

documents; interview and prepare witnesses for hearings or trial; prepare for and conduct court trials and/or jury trials; conduct sentencing hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Canton City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$110 per hour for prosecution services provided by attorneys.

Paralegal hourly rate:	\$85.00 per hour
Attorney hourly rate:	\$110.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within thirty-five (35) days of receipt of the invoice unless there is a dispute regarding the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning March 1, 2019 and continuing until March 31, 2020. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that the prosecuting attorneys' are not currently licensed to practice law, County and Attorney shall immediately inform City.

County and County Attorney's Office shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and

representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities besides City of Canton.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated

by written Notice of Termination. Notice to County shall be given to the County Attorney's Office. Notice to City shall be given to the Canton City Clerk.

11. Amendments - Entire Agreement:

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and

expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made part of any judgment or decree rendered.

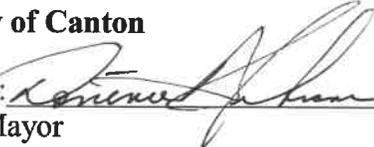
IN WITNESS WHEREOF, Fillmore County and City of Canton have executed this agreement as of the _____ day of _____, 2019:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Vickerman/Coordinator Date

City of Canton

By:  4-2-19
Mayor Date

By:  4/2/19
City Administrator Date
COUNCIL MEMBER

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

HARMONY CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Harmony, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County of Fillmore, Attorney, and City of Harmony agree as follows:

1. Services Provided:

The County of Fillmore shall, through the Fillmore County Attorney's Office ("Attorney"), provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City of Harmony as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and insure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memos or other

documents; interview and prepare witnesses for hearings or trial; prepare for and conduct court trials and/or jury trials; conduct sentencing hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Harmony City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$110 per hour for prosecution services provided by attorneys.

Paralegal hourly rate:	\$85.00 per hour
Attorney hourly rate:	\$110.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within thirty-five (35) days of receipt of the invoice unless there is a dispute regarding the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning March 1, 2019 and continuing until March 31, 2020. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that the prosecuting attorneys' are not currently licensed to practice law, County and Attorney shall immediately inform City.

County and County Attorney's Office shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and

representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities besides City of Harmony.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated

by written Notice of Termination. Notice to County shall be given to the County Attorney's Office. Notice to City shall be given to the Harmony City Clerk.

11. Amendments - Entire Agreement:

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

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Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

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This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

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Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and

expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the _____ day of _____, 2019:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Vickerman/Coordinator Date

City of Harmony

By: _____
Mayor Date

By: _____
City Clerk Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 4/9/2019

Amount of time requested (minutes):

5 minutes

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):

Cristal Adkins, Zoning Administrator

YES

1. Consider resolution for adoption of amendment updates to the Fillmore County Zoning Ordinance, Section 709, titled Solar Energy Systems, Accessory.
2. Consider an access permit for Dave Kimber for a new field drive in the City of Canton and Dominic Crawford, Section 32 of Fountain Township.

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; inglett@co.fillmore.mn.us; and kruesink@co.fillmore.mn.us

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date April 9, 2019 Resolution No. 2019-XXX

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS; Fillmore County has elected to adopt an amendment to the Fillmore County Zoning Ordinance, Section 709, Solar Energy Systems, Accessory, and a newly adopted Section 740, Solar Energy Farms; and

WHEREAS; the Fillmore County Planning Commission has taken testimony on this amendment at a Public Hearing held on March 28, 2019; and

WHEREAS; the Fillmore County Planning Commission has voted unanimously to recommend this amendment be adopted by the County Board of Commissioners:

NOW THEREFORE BE IT RESOLVED, that the Fillmore County Board of Commissioners hereby adopts an amendment to the Fillmore County Zoning Ordinance as amended and contained herein.

SEE ATTACHED

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 9th day of April, 2019.

Witness my hand and official seal at Preston, Minnesota the 9th day of April, 2019.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

Existing language in Fillmore County Zoning Ordinance

709. Solar Energy Systems and Solar and Earth-Sheltered Structures

709.01. Permitted Use

Solar energy systems and solar and earth-sheltered structures shall be a permitted use in all districts provided the system is in compliance with minimum lot requirements and setbacks and the system is maintained in good repair as an integral part of the structure.

709.02. Solar Access

In a residential district no owner, occupier or person in control of property shall allow vegetation or structures to be placed or planted so as to cast a shadow on a solar energy system which is greater than the shadow cast by a hypothetical wall ten (10) feet high located along the boundary line of said property between the hours of 9:30 a.m. and 2:30 p.m. Central Standard Time on December 21 provided, however, this standard shall not apply to vegetation or structures which cast a shadow upon the solar energy system at the time of installation of said solar energy system or to vegetation existing at the time of installation of said solar energy system. Violation of this standard shall constitute a private nuisance, and any owner or occupant whose solar energy system is shaded because of such violation, so that performance of the system is impaired, may have in tort for the damages sustained thereby and may have such nuisance abated.

709.03. Documentation of Conditions

As a means of evidencing existing conditions, the owner of a solar energy system may file notarized photographs of the affected area with the County Zoning Administrator prior to installation of said system.

Proposed new language for accessory solar energy systems (will repeal above language)

SECTION 709. Solar Energy Systems, Accessory

709.01. Permitted Use

Solar energy systems less than 40 kW are a permitted accessory use in all Primary Zoning Districts. The principal use of energy generated by the Accessory Solar Energy System must be to serve the structures and facilities associated with an individual permitted or conditional use in the zoning district in which it is located. Ground-mounted solar energy systems are considered an accessory structure and are prohibited from locating within the Floodplain Overlay Zoning District. Ground-mounted solar energy systems require a Land Use Permit.

709.02. Conditional Use

Ground-mounted accessory solar energy systems which exceed 40 kW, or cover greater than one-half (1/2) acre of land require a Conditional Use Permit and are subject to the administrative process of Section 504.

709.03. Performance Standards

- 1) **Height** - Active solar energy systems are subject to the following height requirements:
 - a. Building or roof-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district.
 - b. Ground or pole mounted solar systems shall not exceed twenty (20) feet in height when oriented at maximum tilt.
- 2) **Setbacks** - Solar energy systems are considered an accessory structure and must meet the setbacks for the zoning district in which it is located.
 - a. **Roof-Mounted Systems** - In addition to the building setback, the collector surface and mounting devices for roof-mounted solar energy systems that are parallel to the roof surfaces shall not extend beyond the exterior perimeter of the building on which the system is mounted or built. The collector and racking for roof-mounted systems that have a greater pitch than the roof surface shall be set back from all roof edges by at least two (2) feet. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of building on side yard exposure.
 - b. **Ground-Mounted Solar Systems** – Ground-mounted solar energy systems may not extend into the side-yard, rear, or road right-of-way setback when oriented at minimum design tilt.
 - c. **Large Ground-Mounted Solar Systems** - Ground-mounted solar energy systems that result in the creation of one (1) or more acres of impervious surface, must comply with MPCA’s Construction Stormwater Permit requirements.
- 3) **Maximum Coverage** - Roof or building mounted solar energy systems, excluding building-integrated systems, shall not cover more than eighty percent (80%) of the south-facing or flat roof upon which the panels are mounted. The total collector surface area or pole or ground-mount systems in a non-agricultural district shall not exceed one percent (1%) of the lot area.
- 4) **Approved Solar Components** - Electric solar energy system components must have an Underwriter Laboratory (UL) listing.
- 5) **Compliance with State Electrical Code** - All photovoltaic systems shall comply with the Minnesota State Electric Code.
- 6) **Utility Notification** - No grid-intertie photovoltaic system shall be installed until evidence has been given to the Fillmore County Zoning Office that the owner has notified the utility company of the customer’s intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.
- 7) **Nuisance Abatement** - No owner, occupier or person in control of property shall allow vegetation or structures to be placed or grow so as to cause a shadow on a solar energy system which is greater than the shadow caused by a hypothetical wall ten (10) feet high located along the boundary line of said property between the hours of 9:30 a.m. to 2:30 p.m. Central Standard Time on December 21st, provided however, this standard shall not apply to vegetation or structures which cause a shadow upon the solar energy system at the time of installation of said solar energy system or to vegetation existing at the time of installation of said solar energy system. A violation of this standard shall constitute a private nuisance, and any owner or occupant whose solar energy system is shaded because such violation, so that performance of the system is impaired, may have in tort for damages sustained thereby and may have such nuisance abated. As a means of evidencing existing conditions, the owner of a solar energy system may file notarized photographs of the affected area with the County Zoning Administrator prior to installation of said system.

Section 740. Solar Energy Farms

740.01. Conditional Use

Solar Energy Farms require a Conditional Use Permit issued under the procedures of Section 504.

740.02. Permit Requirements

- 1) **Lot Size** - The lot parcel/tract upon which a Solar Energy Farm is located shall adequately handle the stormwater produced by the impervious surface of the panels, but no less than the minimum lot size of the zoning district in which it is located.
- 2) **Stormwater Management and Erosion and Sediment Control** - Stormwater management and erosion and sediment control shall meet the requirements of the appropriate permit issued by the Minnesota Pollution Control Agency.
- 3) **Foundations** - The manufacturer's engineer or another qualified engineer shall certify that the foundation and design of the solar panels are within accepted professional standards, given local soil and climate conditions.
- 4) **Other Standards and Codes** - All solar energy farms shall be in compliance with any applicable local, state and federal regulatory standards, including the State of Minnesota's Uniform Building Code, as amended; and the National Electric Code, as amended.
- 5) **Power and Communication Lines** - Power and communication lines running between banks of solar energy panels and to electric substations or interconnection with building shall be buried under ground. Power and communication lines for the purpose of transporting energy from the solar farm are considered Essential Service Lines and are regulated under Section 723.
- 6) Solar Energy Farms shall not be permitted in areas where glare or reflection poses a risk to passing traffic.
- 7) **Vegetation Management** - Vegetation planned for the solar energy farm area shall be planted and managed to promote successful establishment and to prevent and control the spreading of weeds to surrounding properties.

740.03. Discontinuation, Decommissioning and Restoration

- 1) **Discontinuation** – A solar energy farm shall be considered a discontinued use after one (1) year without production of energy, unless a plan is developed and submitted to the Fillmore County Zoning Administrator outlining the steps and schedule for returning the solar energy farm to service.
- 2) **Decommissioning Period** - All panels, arrays and accessory facilities shall be removed within six (6) months of the discontinuation of use.
- 3) **Decommissioning and Restoration Requirements** – Decommissioning and site restoration include:
 - a. Dismantling and removal of all arrays;
 - b. Removal of underground cables;
 - c. Removal of accessory structures, fencing and other ancillary facilities;

- d. Removal of foundations to a depth of four (4) feet below grade; and
 - e. Restoration and reclamation to the same general topography that existed just prior to the beginning of construction of the solar array. Areas disturbed by the construction of the solar farm and decommissioning activities must be graded, top-soiled and re-seeded according to USDA Natural Resources Conservation Service (NRCS) or Soil and Water Conservation District (SWCD) technical recommendations.
- 4) **Decommissioning and Restoration Plan** – All solar energy farms shall submit a Decommissioning and Restoration Plan as part of the project application. The plan shall include the following information:
- a. The manner in which the project will be decommissioned and the site restored.
 - b. The anticipated life of the project.
 - c. The method and schedule for updating the cost of decommissioning and restoration. The cost of decommissioning shall be updated and provided upon request by Fillmore County.
 - d. The Decommissioning and Restoration Plan shall identify the party financially responsible for carrying out the requirements of the Decommissioning and Restoration Plan. The plan shall include a description of how the financially responsible party plans to pay for the decommissioning and restoration.
- 5) **Decommissioning Financial Assurance**
- a. After issuance of the CUP and prior to construction, the permittee shall submit a Performance Bond in the amount of \$25,000 per MW of the proposed solar energy farm. The performance bond shall be set up as “continuous until cancelled” and automatically renewed on an annual basis for the life of the project. Fillmore County shall receive annual notification upon renewal.
 - b. In the event a Performance Bond cannot be issued for the project, the Fillmore County Board shall require an escrow account to be established to assure that Decommissioning and Restoration can be accomplished according to the approved plan.
- 6) **Failure to Decommission** – If the financially responsible party of a solar energy farm does not complete the Decommissioning and Restoration Plan, Fillmore County may take such action as may be necessary to complete decommissioning, including but not limited to, requiring forfeiture of the performance bond or assessment of the cost of decommissioning against the land. The issuance of the Conditional Use Permit shall constitute agreement and consent by all parties to the agreement, including their respective heirs, successors, and assigns, that Fillmore County may take such action as may be necessary to decommission the solar farm and adequately restore the site, including the exercise by the county, county staff, and their contractors, of the right of ingress and egress for the purpose of decommissioning the solar farm and restoring the property. **(Do we want to see a timeline for completion of the decommissioning process? And if so, what length of time?)**

SUGGESTED DEFINITION ADDITIONS/DELETIONS TO EXISTING ORDINANCE:

ADDED DEFINITIONS:

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.

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 (**will replace existing definition for Solar Energy System**).

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.

Solar Energy System, Grid-intertie – A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.

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.

Solar Energy System, Large – A solar energy system with a nameplate capacity of forty (40) kilowatts or more.

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.

Solar Energy System, Photovoltaic – An active solar energy system that converts solar energy directly into electricity.

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.

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.

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

DELETED DEFINITIONS:

Solar Access Space: That airspace above all lots within the District necessary to prevent any improvement, vegetation, or tree located on said lots from casting a shadow upon any Solar Device located within said zone greater than the shadow cast by a hypothetical vertical wall ten (10) feet high located along the property lines of said lots between the hours of 9:30 a.m. and 3:30 p.m., Central Standard Time on December 21, PROVIDED, HOWEVER, this Ordinance shall not apply to any improvement or tree which casts a shadow upon a Solar Device at the time of the installation of said device or to vegetation existing at the time of installation of said Solar Device.

Solar Energy System: A complete design or assembly consisting of a solar energy collector, an energy storage facility (where used), and components to the distribution of transformed energy (to the extent they cannot be used jointly with a conventional energy system), to qualify as a solar energy system, the system must be permanently located for not less than ninety (90) days in any calendar year beginning with the first calendar year after completion of construction. Passive solar energy systems are included in this definition but not to the extent that they fulfill other functions such as structural and recreational. (replaced with above definition)

Solar Skyspace: The space between a solar energy collector and the sun, which must be free of obstructions that shade the collector to an extent, which precludes its cost effective operation.

Solar Skyspace Easement: A right, expressed as an easement, covenant, condition or other property interest in any deed or other instrument executed by or on behalf of any landowner, which protects the solar sky space of an actual, proposed or designated solar energy collector at a described location by forbidding or limited activities or land uses that interfere with access to solar energy. The solar sky space must be described as the three dimensional space in which obstruction is prohibited or limited, or as the times of day during which direct sunlight to the solar collector may not be obstructed, or as a combination of the two (2) methods.

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: David Kimber Phone #: 507 412-0048

Phone #: _____

Phone #: _____

Mailing Address: 305 South Main St Canton MN 55902
Address City State Zip

(2) Parcel #: 090155000 Permit # _____

(3) Legal Description (from deed, abstract, or Recorder's Office): S 85' OF LOT 36 HUDSONS ADD
To be filled out by the Zoning Office

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

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

(qtr/qtr) _____ Section _____ Township Name _____

Reason for Access widen existing driveway

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: David Kimber Date: 2-28-19

Marebeth Kimber Date: 2-28-19

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 ALLOW A DRIVEWAY TO BE CENTERED IN THE NEW PROPOSED BUILDING CURB & GUTTER IS TO BE REMOVED AND BE REINSTALLED USING THE SAME GUTTER FLOWLINE AND REPLACE THE SIDEWALK EXISTING SIDEWALK.

Specifications/Conditions:

[Signature]
County Engineer

4-4-2019
Date

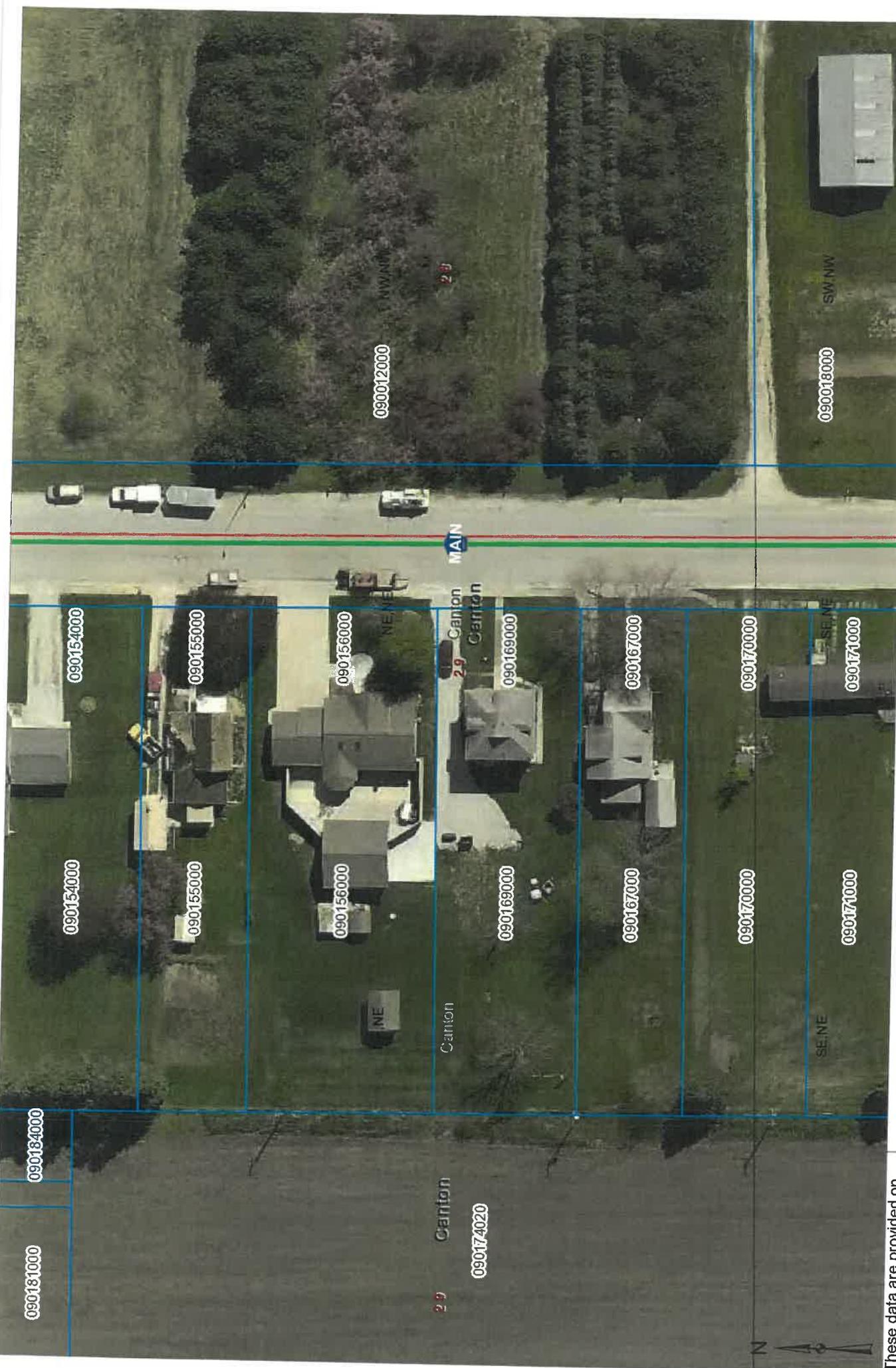
[Signature]
Zoning Administrator

4-4-19
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 _____



Dave Kimber

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.

Date: 4/4/2019

CA

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: Dominic Crawford Phone #: (805) 754-4200

Phone #: _____

Phone #: _____

Mailing Address: 31043 County 5 Chatfield MN 55923
Address City State Zip

(2) Parcel #: 23.0217.000 Permit # _____

(3) Legal Description (from deed, abstract, or Recorder's Office): The South half of the North 10 acm of the Southeast Quarter of the Northeast Quarter, Section 32, Township 103, Range 11 West, Fillmore County, MN
To be filled out by the Zoning Office

Section: 32 (4) Township: 103 (5) Range: 11 West

Permission is being applied for to construct an access to County Road 117 at the following location

(qtr/qtr) _____ Section 32 Township Name Fountain Township

Reason for Access Drive Way

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Rev. Fr. JMS Date: 3/27/19

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). ONLY ROAD ACCESS TO THE PROPERTY

Specifications/Conditions: DRIVEWAY SHALL BE LOCATED 35 FEET SOUTH OF THE NORTH PROPERTY LINE, BUILT 20 FT WIDE, 4:1 SLOPES AND INSTALL 40'-15" CULVERT

[Signature]
County Engineer Date 4-4-2019

Cristine Alkin
Zoning Administrator Date 4-4-19

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.

Crawford



Date: 3/27/2019

KR

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

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 4/9/2019

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.

Consent Agenda:

Documentation

(Yes/No):

1. Successful completion of probation for Breanna Johnson, Registered Nurse, as recommended by the Director of Nursing

No

Regular Agenda:

Documentation

(Yes/No):

1. Second reading with possible action regarding implementation of Breastfeeding policy

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

A. Policy Statement

Fillmore County recognizes the well-documented health advantages of breastfeeding for infants and mothers. Fillmore County provides a supportive environment to enable breastfeeding employees and visitors to express their milk during work hours. Breastfeeding employees will have access to milk expression breaks, places to express milk, breastfeeding equipment, education, and staff support. It is expected that all employees will assist in providing a positive atmosphere of support for breastfeeding employees. This policy shall be communicated to all current employees and to new employees during orientation training.

B. Milk Expression Breaks

Employees who wish to express milk during work periods shall keep supervisors informed of their needs so that appropriate accommodations can be made. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave or may make up the time as negotiated with their supervisors per county policy.

C. Places to Express and Store Milk

A private room, other than a restroom, shall be available for employees and patrons to breastfeed or express milk. The room will be sanitary, located near a sink with running water for washing hands and rinsing out breast pump parts, have an electrical outlet, and have the ability to be locked. Lactation rooms will be available at the Fillmore County Office Building and Fillmore County Court House. If an employee prefers, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor. Expressed milk can be stored in designated refrigerators provided by the county or in an employee's or patron's personal cooler. Employees should label all milk expressed with their name and date so it is not inadvertently confused with another employee's milk. When more than one breastfeeding mother needs to use a designated lactation room, they may sign-up for specific times to use the room. Breastfeeding employees are responsible for respecting posted lactation room use guidelines.

D. Breastfeeding Equipment

Fillmore County provides electric breast pumps to assist breastfeeding employees and patrons with milk expression during work hours. Fillmore County provides a hospital-grade pump that can be used by more than one employee or patron throughout their breastfeeding period. Pump attachment kits will be available for employees as part of the employee wellness program. Breastfeeding employees, patrons, and maintenance are responsible for complying with posted lactation equipment use guidelines.

E. Staff Support and Education

Prenatal and postpartum breastfeeding resources are available for all mothers, fathers, and their partners. Information about the breastfeeding policy and lactation support will be made available to employees at the time they request family leave. Staff may also be referred to Fillmore County Public Health for additional breastfeeding education and resources. Human Resources is responsible for alerting pregnant and breastfeeding employees about Fillmore

County's worksite lactation policy and supports to help facilitate each employee's infant feeding goals.

Minnesota State Statute 145.905 Location for Breastfeeding

Minnesota State Statute 181.939 Nursing Mothers

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 4/9/2019

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 amending the motion to purchase the 2019 Mack tandem truck by increasing the cost \$1,801.00 to allow the installation of a lift kit. The lift kit is needed for the installation of an underbody snowplow attachment.

Airport Department

Check e-mail for supporting documentation. **No supporting documents needed**

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.**