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

Mitch Lentz - First District
Randy Dahl - Second District
Marc Prestby - Fifth District
Gary Peterson - Third District
Duane Bakke - Fourth District

Pledge of Allegiance

9:00 a.m. Approve agenda
Approve Consent Agenda:
1. June 13, 2017 County Board minutes.
2. June 13, 2017 Board of Equalization minutes.
3. Family and Medical Leave for employee #1461 effective June 2, 2017 for up to twelve (12) weeks in accordance with County policies
4. Administrative leave for employee #1566 effective approximately from August 4, 2017 for up to twelve (12) weeks

Approve Commissioners’ Warrants
Review Auditor’s Warrants

9:05 a.m. Michele Peterson, City Administrator – City of Lanesboro
1. Consider request to deed lots 7 and 8 in Mill lots to the City of Lanesboro

9:10 a.m. R. Ross Reichard, M.D., Southern MN Regional Medical Examiner Office
1. Review of 2016 medical examiner services

9:20 a.m. Donna Rasmussen, District Administrator, Soil and Water Conservation District
1. Consider resolution to adopt summary of ‘Other Waters’ for inclusion in Local Water Management Plan as part of the requirements of the Buffer Law and signature of same

9:30 a.m. Citizens Input

9:40 a.m. Sam Smith and Stephanie Hotzenbihler, Community and Business Development Specialists, CEDA
1. Introduction of Stephanie Hatzenbihler, Business Development Specialist
2. Consider closing of paid in full EDA loan to Jennifer Mulhern, Touch of Nature
3. Consider write-off of EDA loan to Diane Torgerson
4. Consider establishment of Broadband Development Fund in the amount of $150,000
5. Consider $75,000 loan to AcenTek for Lanesboro area project

10:00 a.m. Daryl Schmitt, Highway Engineering Technician Supervisor, and Pam Schroeder, Airport/Highway Office Manager
1. Consider award for the CSAH 1 Reconstruction Project SP 023-601-024
2. Consider approval of Master Partnership Contract
3. Consider award for the Airport runway sealcoat project
4. Consider approval of 2017 Airport Master Plan and Airport Layout Plan Update Professional Consulting Agreement with Bolton & Menk
5. Consider approval to solicit an IFE (Independent Fee Estimate) for Master Plan Fee Compliances
6. Consider approval to renew hangar lease
10:20 a.m. Kristina Kohn, Human Resources Officer
1. Consider second reading with possible action of proposed updates to Family and Medical Leave policy
2. Discussion with possible action regarding intermittent PTO accruals
3. Consider draft Memorandum of Understanding with Law Enforcement Labor Services (LELS)
4. Consider request to advertise both internally and externally for a full time Social Worker in the Social Services Unit for Mental Health services
5. Consider first reading of proposed updates to General Provisions policy
6. Consider first reading of proposed updates to Employment policy

10:30 a.m. Robert Goede, Minnesota Counties Insurance Trust (MCIT)
1. Presentation of member report

11:00 a.m. Tom Kaase, Sheriff
1. Consider request to appoint Chief Deputy
2. Consider Chief Deputy salary request
3. Consider Emergency Management position request
4. Consider Deputy Sheriff position request
5. Consider Jailer position request from part-time to full-time
6. Consider approval of Sentence to Serve (STS) contract
7. Consider approval of Institution Community Work Crew (ICWC) Contract

11:30 a.m. Bobbie Vickerman, Coordinator
1. Consider approval of second amendment to State of Minnesota Amendment of Communications Antenna License
2. Consider approval of expenditures for computer monitors for Auditor/Treasurer as budgeted and Public Health through Information Systems budget
3. Consider approval of 2017 computer replacements through Information Systems budget
4. Consider approval of expenditures through Veterans grant for upgrades to the Conference Room Technology in the Veteran Services Office/Extension Office
5. Review of 2016 Performance Measures with request for authorization to submit to State
6. Consider resolution to continue participation in MN Office of State Auditor Performance Measurement program
7. Consider resolution to adopt 2017 Performance Measures with reporting required July 1, 2018
8. Consider approval of budget timeline for 2018 budgeting process

Calendar review and committee reports

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

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<tr>
<th>Date</th>
<th>Time</th>
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<tr>
<td>Monday, June 26</td>
<td>6:00 p.m.</td>
<td>Zumbro Valley Health Center, Rochester</td>
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<td>Tuesday, June 27</td>
<td>7:30 a.m.</td>
<td>Highway Committee, Highway Office Building, Preston</td>
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<td>9:00 a.m.</td>
<td>County Board – Special Meeting, Commissioners’ Boardroom, Courthouse, Preston</td>
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<td>Tuesday, July 4</td>
<td>All Day</td>
<td>All County Offices Closed</td>
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<td>Monday, July 10</td>
<td>9:00 a.m.</td>
<td>Water Resources – Oronoco</td>
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<td>10:30 a.m.</td>
<td>SEMNRRB - RAC &amp; ECB Joint Meeting – Rochester</td>
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<td>4:30 p.m.</td>
<td>Winneshiek County Solid Waste Agency JPB, Decorah</td>
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<td>SEMCAC, St. Charles</td>
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<td>Tuesday, July 11</td>
<td>9:00 a.m.</td>
<td>County Board – Regular meeting, Commissioners’ Boardroom, Courthouse</td>
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<td>Time</td>
<td>Event and Location</td>
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<td>Wednesday, July 12</td>
<td>9:00 a.m.</td>
<td>SE MN Water Resources Advisory, Rochester, MN</td>
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<td>Wednesday, July 19</td>
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<td>Root River One Watershed/One Plan Advisory, Conf. Rm 108, Fillmore County Office Building</td>
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<td>5:00 p.m.</td>
<td>EDA, Conf. Rm. 102, Courthouse, Preston</td>
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<td>Thursday, July 20</td>
<td>1:00 p.m.</td>
<td>Historical Society, Fountain</td>
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<td>SWCD Board meeting, Fillmore County Fairgrounds</td>
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<td>Monday, July 24, 2017</td>
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The Board of County Commissioners of Fillmore County, Minnesota met in regular session this 13th day of June, 2017 at 3:00 p.m. in the Commissioners’ Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Randy Dahl, Mitch Lentz, Duane Bakke, Gary Peterson and Marc Prestby. Also present were: Bobbie Vickerman, Coordinator/Clerk; Brett Corson, County Attorney; Ronald Gregg, Highway Engineer; Cristal Adkins, Zoning Administrator; Carrie Huffman, Interim Auditor/Treasurer; Kristina Kohn, Human Resources Officer; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the amended agenda.

On motion by Prestby and seconded by Peterson, the Board unanimously approved the following Consent Agenda:
1. June 6, 2017 County Board minutes, as presented.

On motion by Bakke and seconded by Prestby, the Board unanimously approved payment of the following Commissioners’ warrants:

WARRANTS

The Auditor’s warrants were reviewed.

Brett Corson, County Attorney, was present.

On motion by Bakke and seconded by Peterson, the following resolution was unanimously adopted:
RESOLUTION 2017-019: Buffer Law pursuant to M.S. 103F.48 to allow a County or Watershed District to affirm jurisdiction to carry out the compliance provisions

Discussion ensued regarding the “other waters”. It was noted that the Commissioners, in general, were not in favor of the maps provided by Soil Water Conservation District (SWCD) at the last meeting. Ann Koliha was present from SWCD and said “other waters’ would not have to be mapped and could just be defined. Lentz noted that he didn’t feel it needed to be extended at all.

Ronald Gregg, Highway Engineer, was present.

Commissioner Bakke would like the hangar agreement to read in 4 g. “at the current rate” and Vickerman noted that the lease was misnumbered. There is no No. 6, and 4 e. should also read “intent to exercise its option to purchase my by personally serving”

On motion by Bakke and seconded by Lentz, the Board unanimously approved the Hangar Lease on Parcel 1 - Fillmore County Flying Club site.

The Citizen’s Input portion of the meeting was opened and closed at 3:33 p.m. as no one was present to speak.
On motion by Bakke and seconded by Prestby, the Board unanimously approved an access permit for Robert and Mary Chaase for a new driveway access to County Road 117, Section 33, Fountain Township as recommended by the Highway Engineer and the Zoning Administrator.

Carrie Huffman, Interim Auditor/Treasurer, was present.

On motion by Lentz and seconded by Peterson, the following resolution was unanimously adopted: **RESOLUTION 2017-020:** Sponsorship of the Bluff Valley Riders, Mabel-Canton Trail Busters, Hiawatha I & II and Tri-County Trailblazers snowmobile clubs for the 2017/2018 season and authorize signature of the same by the Interim Auditor/Treasurer

On motion by Prestby and seconded by Lentz, the Board unanimously approved the Regional Administrative Agency Cooperative Agreement for Fraud Prevention Investigation Program with Wabasha County.

Kristina Kohn, Human Resources Officer, was present.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the proposed changes to the Compensation Policy. (Policy on file in the Coordinator’s Office and to be distributed in accordance with the usual procedures.)

The first reading of the proposed updates to the Family and Medical Leave policy was reviewed.

The first reading of the proposed updates to the General Provisions policy was reviewed.

The first reading of the proposed updates to the Personal Appliance policy was reviewed.

The first reading of the proposed updates to the Employment policy was reviewed.

On motion by Peterson and seconded by Bakke, the Board unanimously approved the hire of Kevin Olson as Social Services Manager at Merit Range 38/Step 3, effective Monday, July 3, 2017 as recommended by the Hiring Committee.

The Commissioners would like to change the wording in the Employment policy as follows; change item #19 to define under what conditions needed, #6 change to one commissioner and remove “as appropriate” at end of the document and item #21 change wording to “applicants not selected”.

On motion by Prestby and seconded by Lentz, the Board unanimously approved to propose an annual amount of $1,5000 for the Communications Antenna License with the State of Minnesota for five (5) years.

A review of the calendar was done and the following committee reports and announcements were given: Dahl – Department Head – roles/responsibilities, monthly financials, Paid Time Off (PTO) policy and policy process; SEMCAC – volunteers will have to claim income for a large portion of their mileage reimbursement with new IRS interpretation; Benefits Committee; and 49ers negotiations. Peterson – Winneshiek County Landfill - $1.00/ton increase for the year, $1,826 will be received through the grant. Bakke – Historical Society – Membership form was presented. Lentz – Southeast Minnesota Services Joint Power Board – new Firstnet and the changes for government, 25 year contract with AT&T, government only network, EMS funding was removed; Workforce Development Board; Emergency Communications Board; DAC; Department Head,
On motion by Bakke and seconded by Lentz, the Chair adjourned the meeting at 4:48 p.m.
The Board of Appeal and Equalization of Fillmore County met pursuant to MN Statutes on this 13th day of June, 2017 at 6:30 p.m. in the Commissioners’ Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Randy Dahl, Mitch Lentz, Duane Bakke, Gary Peterson and Marc Prestby. Also present were: Bobbie Vickerman, Coordinator/Clerk; Carrie Huffman, Auditor/Treasurer; Cindy Blagsvedt, Assessor; Ronald Vikre, Property Appraiser; Brian Hoff, Property Appraiser; Troy Case, Property Appraiser; Brent and Wanita Hagan; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

Chair Dahl called the meeting to order

Pledge of Allegiance was recited.

Interim Auditor/Treasurer Huffman provided the oath of office to the Board of Appeals and Equalization members.

Assessor Blagsvedt introduced her staff and reviewed the role of the Board of Appeals and Equalization.

Assessor Blagsvedt reviewed the packet and power point provided.

Appellant: Brent Hagan
36.0774.000 Spring Valley City
Brent bought the old Olmsted Medical Center. Estimated Market Value is at $185,500. Brent purchased the property for $58,000 on April 14th. The Local Board of Appeal in Spring Valley on April 10th changed the classification from commercial to residential non-homestead due to plans to convert to townhomes or apartments. The property was originally listed for sale at $260,000; reduced to $190,000 and yet still sat empty for 3 years. Dahl asked Blagsvedt what her recommendation is and she noted that it is the Board’s duty to listen to the appellant and the property appraiser and decide on a value which is why an appraisal has been recommended. It was noted that there is no appraisal available at this time. Peterson said he appreciated the efforts of Mr. Hagan.

A motion was made by Prestby and seconded by Bakke to reduce the market value to $100,000. Discussion ensued and Lentz noted that he feels it should be closer to $75,000. Bakke asked Property Appraiser Hoff what he was explaining regarding the $100,000 to $125,000. The Chair called for a vote. Commissioners voting “Aye:” Prestby, Bakke, Peterson and Dahl. Commissioner voting “Nay:” Lentz. The motion prevailed.

No other appellants attended the meeting.

On motion by Prestby and seconded by Lentz, the Chair adjourned the Board of Appeal and Equalization meeting at 7:13 p.m.
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## Fillmore County

**Audit List for Board**  **COMMISSIONER'S VOUCHERS ENTRIES**

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**DEPT Total:**

- **45 DEPT Total:**
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      - 5138
      - 01-045-000-0000-6285
      - 22,500.00
      - Prog blg 16 fin stmt & audit
        - 03/02/2017 06/02/2017
      - EI00538716
      - 1 Transactions

- **Accounting Services**
  - 1 Vendors
  - 1 Transactions

- **Information Systems**
  - CDW Government Inc
    - 2584
    - 01-060-000-0000-6639
    - 220.92
    - Keyboards & mice
      - 12/22/2016 12/22/2016
    - GJR5393
    - 1 Transactions

- **Information Systems**
  - 2 Vendors
  - 2 Transactions

- **Data Processing**
  - MCCC, MI 33
    - 3288
    - 01-061-000-0000-6245
    - 240.00
    - 2017 Conf reg- cb, ch & hj
      - 2Y1706043
      - 2 Transactions

41 Auditor/Treasurer 6 Vendors 15 Transactions
45 DEPT Total: 1,886.81
60 DEPT Total: 22,500.00
61 DEPT Total: 470.92

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**Fillmore County**

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES!

Page 7
### Fillmore County

#### Audit List for Board

**COMMISSIONER'S VOUCHERS ENTRIES**

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<th>Vendor No.</th>
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**Fillmore County**

*Copyright 2010-2016 Integrated Financial Systems*
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|      |     |                         |   | 01-251-000-0000-6377 | 57.26 | Laundry | 05/17/2017 | 05/17/2017 | 2800762128 | 0 | Fees And Service Charges |
|      |     | AmeriPride Services, Inc | 9 |                          | 114.52 |        |            |            |            |            |                                        |
|      | 3435 | DALCO                    |    | 01-251-000-0000-6580    | 6.45  | Handle Cover | 06/05/2017 | 06/05/2017 | 3182614   | 0 | Other Repair And Maintenance Supplies |
|      | 3435 | DALCO                    |    |                          | 6.45  |        |            |            |            |            |                                        |
|      | 123  | Fountain Building Center Inc | 77.22 | 01-251-000-0000-6580  | 77.22 | Building Supplies | 05/16/2017 | 05/16/2017 | 147630   | 0 | Other Repair And Maintenance Supplies |
|      | 123  | Fountain Building Center Inc |    |                          | 77.22 |        |            |            |            |            |                                        |
|      | 4899 | HEALTHDIRECT #119        |    | 01-251-000-0000-6431    | 206.83 | Inmate Meds  | 05/02/2017 | 05/02/2017 | 29613    | 0 | Drugs And Medicine |
|      | 4899 | HEALTHDIRECT #119        |    |                          | 206.83 |        |            |            |            |            |                                        |
|      | 5458 | Independent Stationers, Inc | 42.90 | 01-251-000-0000-6408  | 42.90 | 3 Binders   | 06/12/2017 | 06/12/2017 | S00226730 | 0 | Other Office Supplies |
|      | 5458 | Independent Stationers, Inc |    |                          | 42.90 |        |            |            |            |            |                                        |
### COMMISSIONER'S VOUCHERS ENTRIES

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### Fillmore County

**Audit List for Board**

**COMMISSIONER’S VOUCHERS ENTRIES**

---

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Copyright 2010-2016 Integrated Financial Systems
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### Fillmore County

**Audit List for Board**  
COMMISSIONER'S VOUCHERS ENTRIES  
Page 14

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14 Vendors  
14 Transactions
## Fillmore County

### COMMISSIONER’S VOUCHERS ENTRIES

### Audit List for Board

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**County Revenue Fund**

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### Fillmore County

Audit List for Board  **COMMISSIONER’S VOUCHERS ENTRIES**

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### Fillmore County

**Audit List for Board**

**COMMISSIONER'S VOUCHERS ENTRIES**

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### Fillmore County

Audit List for Board - COMMISSIONER'S VOUCHERS ENTRIES

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### COMMISSIONER'S VOUCHERS ENTRIES

#### County Road & Bridge

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**Fund Total:** 126,133.90  
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### Fillmore County

**Audit List for Board**

**COMMISSIONER'S VOUCHERS ENTRIES**

---

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Account/Formula</th>
<th>Amount</th>
<th>Warrant Description</th>
<th>Invoice #</th>
<th>Warrant Description</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2434</td>
<td>14-390-000-0000-6561</td>
<td>104.97</td>
<td>Forklift LP</td>
<td>05/02/2017</td>
<td>05/23/2017</td>
<td>64936 &amp; 65604</td>
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<tr>
<td>390</td>
<td>8 Vendors</td>
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<td>14</td>
<td>Sanitation Fund</td>
<td>7,942.33</td>
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**Vendor Name**: Preston Motor Mart

**Account/Formula Description**: Forklift LP

**On Behalf of Name**: Gasoline Diesel And Other Fuels

---

**Vendor No.** 390

**Account/Formula**: 14-390-000-0000-6561

**Amount**: 104.97

**Warrant Description**: Forklift LP

**Service Dates**: 05/02/2017 - 05/23/2017

**Paid On Bhf #**: 64936 & 65604

**On Behalf of Name**: Gasoline Diesel And Other Fuels

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,400.92

**Warrant Description**: TV's

**Service Dates**: 05/11/2017 - 05/11/2017

**Paid On Bhf #**: I-24399

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,832.74

**Warrant Description**: Recycling

**Service Dates**: 06/07/2017 - 06/07/2017

**Paid On Bhf #**: I-24616

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 5,233.66

**Warrant Description**: Score Grant Program

**Service Dates**: 02/28/2017 - 02/28/2017

**Paid On Bhf #**: I-24682

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Preston Motor Mart

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,708.67

**Warrant Description**: Resource Recovery Center

**Service Dates**: 05/11/2017 - 05/11/2017

**Paid On Bhf #**: I-24399

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 5,233.66

**Warrant Description**: Score Grant Program

**Service Dates**: 02/28/2017 - 02/28/2017

**Paid On Bhf #**: I-24682

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Preston Motor Mart

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,708.67

**Warrant Description**: Resource Recovery Center

**Service Dates**: 05/11/2017 - 05/11/2017

**Paid On Bhf #**: I-24399

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 5,233.66

**Warrant Description**: Score Grant Program

**Service Dates**: 02/28/2017 - 02/28/2017

**Paid On Bhf #**: I-24682

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Preston Motor Mart

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,708.67

**Warrant Description**: Resource Recovery Center

**Service Dates**: 05/11/2017 - 05/11/2017

**Paid On Bhf #**: I-24399

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 5,233.66

**Warrant Description**: Score Grant Program

**Service Dates**: 02/28/2017 - 02/28/2017

**Paid On Bhf #**: I-24682

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Preston Motor Mart

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 2,708.67

**Warrant Description**: Resource Recovery Center

**Service Dates**: 05/11/2017 - 05/11/2017

**Paid On Bhf #**: I-24399

**On Behalf of Name**: Recycling Operation Expense

---

**Vendor Name**: Dynamic Recycling

**Account/Formula**: 14-391-000-0000-6861

**Amount**: 5,233.66

**Warrant Description**: Score Grant Program

**Service Dates**: 02/28/2017 - 02/28/2017

**Paid On Bhf #**: I-24682

**On Behalf of Name**: Recycling Operation Expense

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<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Account/Formula</th>
<th>Rpt</th>
<th>Amount</th>
<th>Warrant Description</th>
<th>Invoice #</th>
<th>Account/Formula Description</th>
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<td>Dept</td>
<td>5746</td>
<td>456.72</td>
<td>Taxiway Reflectors</td>
<td>64520</td>
<td>Airside Expenses</td>
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<td>06/06/2017 06/06/2017</td>
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**Vendor Name**: Genesis Lamp Corporation

- **Account/Formula**: County Airport
- **Warrant Description**: Taxiway Reflectors
- **Service Dates**: 06/06/2017 06/06/2017
- **Invoice #**: 64520
- **Amount**: 456.72
- **On Behalf of Name**: Airside Expenses
- **Paid On Bhf #**: 0
- **Transactions**: 1

**Final Total**: 212,604.82

- **Vendors**: 138
- **Transactions**: 238
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<td></td>
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<td>456.72</td>
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<td>All Funds</td>
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Approved by, .................................

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### ***Fillmore County***

#### **Audit List for Board**

**AUDITOR'S VOUCHERS ENTRIES**

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Vendor Name</th>
<th>Account/Formula</th>
<th>Rpt</th>
<th>Amount</th>
<th>Warrant Description</th>
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<th>Account/Formula Description</th>
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<td>04/27/2017 - 05/26/2017</td>
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## Fillmore County

Audit List for Board  **AUDITOR'S VOUCHERS ENTRIES**

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<thead>
<tr>
<th>Vendor No.</th>
<th>Rpt</th>
<th>Account/Formula</th>
<th>Amount</th>
<th>Warrant</th>
<th>Invoice #</th>
<th>Account/Formula Description</th>
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<th>On Behalf of Name</th>
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<th>Account/ Formula</th>
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<tr>
<td>County Road &amp; Bridge</td>
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Copyright 2010-2016 Integrated Financial Systems
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<th>Vendor No.</th>
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<th>Account/Formula Description</th>
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<td>Landfill Tipping Fees</td>
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</table>
## **Fillmore County**

Audit List for Board  
**AUDITOR'S VOUCHERS ENTRIES**

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### Audit List for Board

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Account/Formula</th>
<th>Description</th>
<th>Invoice #</th>
<th>Account/Formula Description</th>
<th>Amount</th>
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<th>On Behalf of Name</th>
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<td>5536</td>
<td>MiEnergy Cooperative</td>
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23 Fund Total: 353.02  
County Airport Fund  
1 Vendors  
2 Transactions
## Audit List for Board

### AUDITOR'S VOUCHERS ENTRIES

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<td>05/01/2017</td>
<td>05/31/2017</td>
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### 73 Fund Total:

- 348.21
- Greenleafon Septic Project
- 1 Vendors
- 2 Transactions

### Final Total:

- 33,574.29
- 13 Vendors
- 27 Transactions
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<th>AMOUNT</th>
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<td>1,944.60</td>
<td>County Road &amp; Bridge</td>
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<td>All Funds</td>
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Approved by, ........................................................................................................
..........................................................................................................................
..........................................................................................................................
### Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**

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<thead>
<tr>
<th>Vendor No.</th>
<th>Account/Formula Description</th>
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**1 Fund Total:** 30,541.09

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Copyright 2010-2016 Integrated Financial Systems
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<tr>
<td>7542</td>
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13 Fund Total: 660.20 County Road & Bridge 3 Vendors 3 Transactions
### Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**

#### Sanitation Fund

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Account/Formula</th>
<th>Vendor Name</th>
<th>Rpt No.</th>
<th>Amount</th>
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<td>Dynamic Recycling</td>
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**14 Fund Total:**

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<thead>
<tr>
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<th>Transactions</th>
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</thead>
<tbody>
<tr>
<td>51,173.84</td>
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**Copyright 2010-2016 Integrated Financial Systems**
### Vendor Name: Fillmore Co Treasurer

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<td>76-000-000-0000-2007</td>
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<td>12.00</td>
<td>R&amp;B Sales &amp; Use Tax</td>
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**76 Fund Total:**

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1 Vendors 3 Transactions
### Audit List for Board  
**AUDITOR'S VOUCHERS ENTRIES**  

<table>
<thead>
<tr>
<th>Vendor No.</th>
<th>Name</th>
<th>Account/ Formula</th>
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**87 Fund Total:** 49,765.88  
**State Revenue And School Fund**  
1 Vendors  
2 Transactions  

**Final Total:** 133,381.01  
15 Vendors  
24 Transactions  

---

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### Recap by Fund

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<td><strong>All Funds</strong></td>
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Approved by: ..................................................

..................................................

..................................................

..................................................
QUIT CLAIM DEED

DEED TAX DUE: $ ______________________

DATE: May 25, 2017 (month/day/year)

FOR VALUABLE CONSIDERATION, ______________________

(Inset name of Grantor)

__________________________ ("Grantor").

a Governmental Subdivision of the United States of America

a __________ under the laws of ______________________

(Inset name of Grantee)

hereby conveys and quitclaims to ______________________

the City of Lanesboro

Lots 7 and 8 lying south of Mill Street, a/k/a 3rd Street, a/k/a Fillmore County Highway No. 8, Mill Lots, as shown on the Plat of the First Addition to the Village, now City of Lanesboro, Minnesota, filed April 17, 1874 in the office of the Fillmore County Recorder.

Check here if all or part of the described real property is Registered (Torrens)

□

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

□ The Seller certifies that the Seller does not know of any wells on the described real property.

□ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: ______________________)

□ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

By: ______________________

(signature)

 type of authority

Lts: ______________________

(type of authority)

By: ______________________

(signature)

Lts: ______________________

(type of authority)
State of Minnesota, County of Fillmore

This instrument was acknowledged before me on ____________ (month/day/year) by ____________ (name of authorized signer) as ____________ (type of authority)

and by ____________ (name of authorized signer) as ____________ (type of authority) of ____________ (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): ____________

My commission expires: ____________ (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Brett Corson
Fillmore County Attorney
Preston MN 55965

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

City of Lanesboro
PO Box 333
Lanesboro, MN 55949
HIGHWAY EASEMENT

VILLAGE OF LANESBORO

Grantee of Lanesboro, Minnesota, for and in consideration of
the Dollar and other good and valuable Considerations... (OMITTED) receipt of which is hereby acknowledged;

hereby convey, sell and warrant to the County of Fillmore

grantee, for highway purposes, together with the unrestricted right to improve the same, free and clear of all incumbrances, the following described real estate in the County of Fillmore in the State of Minnesota:

That part of the northeast quarter of the southwest quarter of section 13, township 103 north, range 10 west, within the corporate limits of the Village of Lanesboro, lying within a distance of 55 feet northerly and westerly, and 55 feet southerly and easterly of the following described line:

From a point in the center of Mill Street in the Village of Lanesboro, distant 1120 feet south and 250 feet east of the center of section 13, township 103 north, range 10 west; thence run westerly at right angles with the north and south quarter line of said section 13 for 225 feet; thence deflect to the right on a 130°0' circular curve (delta angle 119°57') for 211.2 feet, thence run northeasterly on tangent to above described curve for 397.3 feet, thence deflect to the left on a 7000' circular curve (delta angle 87°09') for 245.6 feet to the east and west quarter line of said section 13, distant 120 feet west of the center of said section 13, and there terminating.

Containing 3.4 acres, more or less, in addition to the existing street.

In addition, a Slope Easement is hereby granted for the duration of the construction contract, to permit the construction of two to one fill and backslopes and for the permanent location of such culverts as may be required for drainage purposes.

And the said grantor, for herself, her heirs, executors, and assigns, does convey, sell, and assign, does covenant never to cut, damage, destroy or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuance of this easement, and does hereby grant and convey to the County of Fillmore for herself, her heirs, executors, and assigns, the following premises in the County of Fillmore:

the said premises, and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the County of Fillmore shall have the right to enter and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct fences and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

And the said grantor, for herself, her heirs, executors, and assigns, do as further covenant never to construct, erect, or maintain or allow or suffer any other person to construct, erect or maintain any sign or billboard or other advertising device upon the lands adjoining the parcel hereby conveyed, closer than ten hundred (100) feet from the said premises unless a permit therefor in writing shall have first been obtained from the County of Fillmore.

Dated this 29th day of July, 19--.

In presence of:

Witness:

Witness:

Witness:


154 M TGES PAGE 1084
Dave Kiehne’s review of the possibility of deeding the lots to the City of Lanesboro:

Ron reviewed at the easement and the highway dept has no concerns with the County deeding lots 7 & 8 in Mill lots to Lanesboro City. There is a 110 ft right of way for cty 8.

A Warranty deed recorded in 1894 from Oscar G. Wall to the City of Lanesboro (bk 81 pg 192-197) included all of lots 1,2,3,4 5,6,8,9,10,11 and 13 of Mill lots. (and all the land from east of the fountain rd and Scanlan rd to the river, except RR)

I found no deeds to the county in or around this area, only the highway easement that Ron has reviewed.

I found nothing that would indicate that the county should keep the land in question.

The only issue I found in researching this is the references to Mill Reserve plat, Mill Reservation plat, that I cannot find in our records.
The Mill Lots are shown on the original plat of the 1st Addition to Lanesboro, but not on the original plat.
Later copies show Mill lots on the original plat, but not 1st add.
I also found 1 drawing that has the area of lot 8, shown as a street.

Dave Kiehne
Fillmore County Recorder
# Table Of Contents

Table Of Contents .................................................................................................................. 1  
Message to the Board of Commissioners and Citizens of Fillmore County ............... 2  
Medical Examiner Staff ....................................................................................................... 4  
Types of Deaths Reportable to the Medical Examiner ................................................... 5  
Fillmore County Medical Examiner Cases ........................................................................ 7  
Manner of Death by Postmortem Examination .................................................................. 8  
Deaths by Natural Causes ................................................................................................. 8  
Deaths by Unnatural Causes ............................................................................................... 9  
Accidental Deaths by Type ............................................................................................... 9  
Accidental Deaths - Motor Vehicle Crashes ..................................................................... 10  
Drugs Contributing to Cause of Death .............................................................................. 10  
Suicide by Means .............................................................................................................. 11  
Homicide Deaths .............................................................................................................. 11  
Deaths by Age Group ....................................................................................................... 12
Message to the Board of Commissioners and Citizens of Fillmore County

The Southern Minnesota Regional Medical Examiner’s Office investigates sudden, violent, unexpected, and suspicious deaths that occur in Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, and Winona counties in southeastern Minnesota. The Office of the Medical Examiner certifies death after investigation and postmortem examination and issues the death certificate as required by law. Complete findings of the death investigation are distributed to families and law enforcement agencies as appropriate.

The main duties of the Office of the Medical Examiner are to determine the cause and manner of death, and certify deaths that are reported to the medical examiner. The cause of death is the disease process or injury that resulted in death. There are thousands of diseases and injuries that may result in death. The manner of death is a classification in which a determination is made regarding whether the death resulted from natural causes, homicide, suicide, or an accident. On occasion, the manner of death is classified as undetermined.

Information collected during the investigation helps clarify the circumstances, such as the sequence of events prior to death. Evidence collected during an investigation and/or postmortem examination may help lead to the arrest or successful conviction of a suspect in a homicide case. Because deaths occur around the clock, medical examiner staff members are available 24 hours a day, 365 days per year.

With the skill and experience of the medical examiner investigators and board-certified forensic pathologists, we believe the quality of death investigations in the county are among the best in the State. The death scene investigation reports filed by the investigators are very thorough and supply comprehensive information to the medical examiners.

Our medical examiners and investigators also extend their duties to the living by answering questions and addressing concerns regarding deaths within the county. Medical examiner investigators frequently make personal contact with family members of a deceased and assist them by providing appropriate answers regarding the circumstances of the death. Medical examiner investigators are supplied with a pamphlet for distribution to families. The information provides answers to common questions and facts about autopsies and also provides resource information pertaining to grief counseling.
The Office of the Medical Examiner utilizes the Medicolegal Death Investigation Log, or MDI Log. MDI Log is a comprehensive investigative report/database system that enables the medical examiners and death investigators to submit and review death scene investigation information, as well as communicate, in an efficient manner through a secure Internet site any time of the day.

We extend our sincere gratitude to the County Board of Commissioners for their support of the medical examiner program and the services we provide to the citizens of the county.
<table>
<thead>
<tr>
<th>Medical Examiner Staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>R. Ross Reichard, M.D.</strong></td>
<td>Medical Examiner</td>
</tr>
<tr>
<td><strong>Peter T. Lin, M.D.</strong></td>
<td>Assistant Chief Medical Examiner</td>
</tr>
<tr>
<td><strong>Monica Kendall, M.S., PA (ASCP), F-ABMDI</strong></td>
<td>Lucille Drinkall</td>
</tr>
<tr>
<td><strong>Assistant Chief Medical Examiner</strong></td>
<td>Forensic Investigator</td>
</tr>
<tr>
<td><strong>Supervisor, Death Investigations</strong></td>
<td></td>
</tr>
<tr>
<td><strong>James Haugen</strong></td>
<td>Lori Haugen</td>
</tr>
<tr>
<td><strong>Forensic Investigator</strong></td>
<td>Forensic Investigator</td>
</tr>
<tr>
<td><strong>Gary Peterson, D-ABMDI</strong></td>
<td>Gladys Peterson, D-ABMDI</td>
</tr>
<tr>
<td><strong>Forensic Investigator</strong></td>
<td>Forensic Investigator</td>
</tr>
<tr>
<td><strong>Courtney Hyland, M.S., PA (ASCP), D-ABMDI</strong></td>
<td>John Lehman, M.S., PA (ASCP)</td>
</tr>
<tr>
<td><strong>Death Investigator, Central Office</strong></td>
<td>Death Investigator, Central Office</td>
</tr>
<tr>
<td><strong>Erica Reed, M.S., PA (ASCP), D-ABMDI</strong></td>
<td>Luke Wilson, M.S., PA (ASCP), D-ABMDI</td>
</tr>
<tr>
<td><strong>Death Investigator, Central Office</strong></td>
<td>Death Investigator, Central Office</td>
</tr>
<tr>
<td><strong>Laurie Hanf</strong></td>
<td>Erin Heydt</td>
</tr>
<tr>
<td><strong>Pathology Reporting Specialist, Central Office</strong></td>
<td>Pathology Reporting Specialist, Central Office</td>
</tr>
</tbody>
</table>
Types of Deaths Reportable to the Medical Examiner

Minnesota State Statute 390.11 Investigations, subdivision 1, mandates that all sudden or unexpected deaths and all deaths that may be due entirely or in part to any factor other than natural disease processes must be promptly reported to the coroner or medical examiner. Reportable deaths include but are not limited to:

1. unnatural deaths, including violent deaths arising from homicide, suicide, or accident;
2. deaths due to a fire or associated with burns or chemical, electrical or radiation injury;
3. unexplained or unexpected perinatal and postpartum maternal deaths;
4. deaths under suspicious, unusual or unexpected circumstances;
5. deaths of person whose bodies are to be cremated or otherwise disposed of so that the bodies will later be unavailable for examination;
6. deaths of inmates of public institutions and persons in custody of law enforcement officers;
7. deaths that occur during, in association with, or as the result of diagnostic, therapeutic, or anesthetic procedures;
8. deaths due to culpable neglect;
9. stillbirths of 20 weeks or longer gestation unattended by a physician;
10. sudden deaths of persons not affected with recognizable disease;
11. unexpected deaths of persons notwithstanding a history of underlying disease;
12. deaths in which a fracture of a major bone such as a femur, humerus, or tibia has occurred within the past six months;
13. deaths unattended by a physician occurring outside of a licensed health care facility or licensed residential hospice program;
14. deaths of persons not seen by their physician within 120 days of demise;
15. deaths of persons occurring in an emergency department;
16. stillbirths or deaths of newborn infants in which there has been maternal use of or exposure to unprescribed controlled substances including street drugs or in which there is a history or evidence of maternal trauma;
17. unexpected deaths of children;
18. solid organ donors;
19. unidentified bodies;
20. skeletonized remains;
21. deaths occurring within 24 hours of arrival at a health care facility if death is unexpected;
22. deaths associated with the decedent's employment;
23. deaths of nonregistered hospice patients or patients in nonlicensed hospice programs; and
24. deaths attributable to acts of terrorism.

The coroner or medical examiner shall determine the extent of the coroner's or medical examiner's investigation including whether additional investigation is needed by the coroner or medical examiner, jurisdiction is assumed, or an autopsy will be performed, notwithstanding any other statute.
Fillmore County Medical Examiner Cases

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>20,866</td>
</tr>
<tr>
<td>Cases Reported to Medical Examiner</td>
<td>115</td>
</tr>
<tr>
<td>A. Number of deaths certified after postmortem examination</td>
<td>20</td>
</tr>
<tr>
<td>1. Number of Medical Examiner Cases with Complete Autopsy</td>
<td>19</td>
</tr>
<tr>
<td>2. Number of Medical Examiner Cases with External Examination</td>
<td>0</td>
</tr>
<tr>
<td>3. Number of Medical Examiner Cases with Limited Examination</td>
<td>1</td>
</tr>
<tr>
<td>B. Number of deaths certified without postmortem examination</td>
<td>15</td>
</tr>
<tr>
<td>C. Number of deaths not certified by Medical Examiner's Office after investigation</td>
<td>80</td>
</tr>
</tbody>
</table>

Definitions

Full Autopsy: A complete external and internal examination of a decedent
Limited Examination: An examination which is focused on a specific organ or region of the body, i.e., heart. The limited examination also includes an external examination.
External Examination: An examination of the exterior of a decedent.
Manner of Death by Postmortem Examination

Deaths by Natural Causes

[Bar charts showing distribution of deaths by cause]
Deaths by Unnatural Causes

Accidental Deaths by Type
Accidental Deaths - Motor Vehicle Crashes

Drugs Contributing to Cause of Death
Suicide by Means

Homicide Deaths
Deaths by Age Group

- <1: 1
- 1-5: 0
- 6-10: 1
- 11-17: 1
- 18-25: 2
- 26-44: 2
- 45-64: 18
- 65+: 90
- Unknown: 6
REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/27/2017

Amount of time requested (minutes): 5 minutes

Department: Fillmore SWCD

Requested By: Anne Koliha

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

Approval and signature of Resolution to adopt summary of ‘Other Waters’ for inclusion in Local Water Management Plan as part of the requirements of the Buffer Law.

Comments from the previous meetings with County Commissioners were taken into regard as to concerns with ‘Other Waters’ and reviewed with the SWCD Board of Supervisors. Since Fillmore County is part of the One Watershed One Plan it was felt that extensive time and effort has already gone into identifying the water features to be protected so no additional waters will be identified as ‘Other Waters’ for the Buffer Law.

☑ Check if there will be additional documentation for any item(s) listed above.

Reviewed By: Click here to enter text.

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.
Fillmore Soil and Water Conservation District
Resolution
To Adopt Summary of ‘Other Waters’
For inclusion in Local Water Management Plan

Whereas; Minnesota statutes 103F.48 requires SWCDs in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses for inclusion in the local water management plan.

Whereas; The Board of Water and Soil Resources has adopted Buffer Law implementation Policy #6 ‘Local Water Resources Riparian Protection (“Other Watercourses”’) which identifies steps SWCDs are required to take in developing said inventory.

Whereas; Fillmore SWCD has met with local water management authorities within its jurisdiction on May 15, 2017 (SWCD Board Meeting), May 22, 2017 (1W1P Policy Meeting), and June 6, 2017 (County Commissioners Meeting).

Whereas; Fillmore SWCD and the water management authorities within its jurisdiction discussed watershed data, water quality data and land use information as a criteria in development of this list.

Whereas; Fillmore SWCD has assessed the water quality benefits that buffers and alternative practices could provide and determined that current State and Federal programs have eligibility criteria for watercourses where water quality would benefit from the installation of a buffer, filter strip or comparable upland best management practice.

Whereas; The Fillmore SWCD determined that the rationale for inclusion of “other watercourses” is to be inclusive of all watercourses where water quality would benefit from the voluntary installation of a buffer, filter strip or comparable upland best management practice.

Whereas; Fillmore SWCD and Fillmore County are actively involved in the Root River One Watershed, One Plan process in which extensive time and effort have gone into identifying the water features to be protected and restored during the development of the watershed plan which emphasizes the use of prioritization and targeting tools for implementation of practices, including buffers, in areas where they would be most beneficial for water resources in the county.

Therefore be it resolved that; the summary of watercourses or “other waters” for Fillmore County may already be identified in the Root River One Watershed, One Plan Implementation Plan that will benefit from voluntary adoption of buffers and other best management practices.

Be it further resolved that; the description of watercourses to be included in the summary of watercourse or “other waters” shall be; all watercourses deemed eligible for the adjacent land to be voluntarily enrolled into a buffer, filter strip or other comparable upland best management practice.
under the current eligibility criteria for state and federal programs. Excluding those watercourses depicted on the DNR Buffer Protection Map.

Submitted by: Fillmore Soil & Water Conservation District

[Signature] Date: 6-15-17
Fillmore SWCD Chair Signature

Reviewed & Adopted into Local Water Management Plan by: Fillmore County Commissioners

Date: 
Fillmore County Commissioner Chair
REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/27/2017

Amount of time requested (minutes): 30 minutes

Department: Economic Development Authority

Requested By: Sam Smith and Stephanie Hatzenbihler

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

1. Announcement of Sam Smith’s departure, and introduction of Stephanie Hatzenbihler, CEDA Community and Business Development Specialist assigned to Fillmore County.
2. Close loan to Jennifer Mulhern - Touch of Nature. Final payment of $1,410.84 received. Loan is now repaid in full. (Copy of payment posting to Revolving Loan Fund enclosed.)
3. Write off loan to Diane Torgerson. $13,795 Federal bankruptcy court has issued order to stop all collection. (Correspondence from Attorney Corson and order from federal court attached.)
4. Establish Broadband Development Fund in the amount of $150,000 (Need minutes from previous board meeting authorizing this.)
5. Approve $75,000 loan to AcenTek for rural Lanesboro project. (Loan terms enclosed, pending legal review.)
6. Review and updates to Enabling Resolution and By-laws (Informational only. No action requested at this time.)

☒ Check if there will be additional documentation for any item(s) listed above.

Reviewed By: Click here to enter text.

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.
May 18, 2017

Bobbie Vickerman, Coordinator
Fillmore County Courthouse
Preston, MN 55965

In re: Diane M. Torgerson Bankruptcy

Dear Bobbie:

Please find enclosed a copy of the Notice from the Bankruptcy Court on Diane Torgerson. As you can see, the proposed distribution set forth in the documents indicates that Fillmore County Economic Development will not receive any funds from the Bankruptcy Estate. Thus, I believe that any file we have for Diane Torgerson should be closed as we will not be able to recover any monies and the debt will be discharged pursuant to the Bankruptcy.

Very truly yours,

Brett A. Corson

DAC/dj
Encl.

cc: Sam Smith, EDA
NOTICE OF TRUSTEE'S FINAL REPORT AND APPLICATIONS FOR COMPENSATION
AND DEADLINE TO OBJECT (NFR)

Pursuant to Fed. R. Bankr. P. 2002(x)(1) and 2002(f)(2), please take notice that

MICHAEL S. DIETZ, TRUSTEE

of the above-styled estate, has filed a Final Report and the Trustee and the Trustee's professional fees (final fee) and the applications, which are annexed in the attached Summary of Trustee's Final Report and Applications for Compensation.

The complete Final Report and all applications for compensation are available for inspection at the Office of the Clerk, at the following address:

U.S. Bankruptcy Court
300 S. Fourth Street #250
Minneapolis, MN 55401

Any person wishing to object to any fee application that has not already been approved or in the Final Report, must file a written objection within 21 days from the mailing of the notice, together with a request for a hearing and serve a copy of such notice on the trustee, any party whose application is being challenged and the United States Trustee. If no objections are filed, the Court will act on the fee application and the trustee may pay dividends pursuant to 11 U.S.C. 505 without further order of the Court.

DateFiled: 2/17/2017

By: Hunt C. Stack
Legal Assistant

U.S. Bankruptcy Court
300 S. Fourth Street #250
Minneapolis, MN 55401

U.S. Bankruptcy Court
401 U.S. Courthouse
315 W. Kellogg Boulevard
St. Paul, MN 55102

SUMMARY OF TRUSTEE'S FINAL REPORT
AND APPLICATIONS FOR COMPENSATION

The Final Report and report of fees were submitted to the Clerk of Court, and all objections have been filed. The following fees and costs have been paid:

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Date Awarded</th>
<th>Amount of Claim</th>
<th>Date Paid</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>12345</td>
<td>12/31/2019</td>
<td>$10,000.00</td>
<td>1/15/2020</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Total fees paid: $10,000.00

Applications for chapter 7 fees and administrative expenses from fees filed as follows:

<table>
<thead>
<tr>
<th>Reason/Amount</th>
<th>Total Requested</th>
<th>Total Payments to Date</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustee Fees</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Attorney Fees</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The Trustee may retain a maximum of $5,000.00 to pay administrative expenses. The Trustee may retain a maximum of 3% of the estate to pay administrative expenses. The Trustee may accept a maximum of 10% of the estate to pay administrative expenses. The Trustee may accept a maximum of 2% of the estate to pay administrative expenses. The Trustee may accept a maximum of 5% of the estate to pay administrative expenses. The Trustee may accept a maximum of 1% of the estate to pay administrative expenses. The Trustee may accept a maximum of 0.5% of the estate to pay administrative expenses. The Trustee may accept a maximum of 0.1% of the estate to pay administrative expenses. The Trustee may accept a maximum of $10,000.00 to pay administrative expenses. The Trustee may accept a maximum of $5,000.00 to pay administrative expenses. The Trustee may accept a maximum of $2,500.00 to pay administrative expenses. The Trustee may accept a maximum of $1,250.00 to pay administrative expenses. The Trustee may accept a maximum of $625.00 to pay administrative expenses. The Trustee may accept a maximum of $312.50 to pay administrative expenses. The Trustee may accept a maximum of $156.25 to pay administrative expenses. The Trustee may accept a maximum of $78.12 to pay administrative expenses. The Trustee may accept a maximum of $39.06 to pay administrative expenses. The Trustee may accept a maximum of $19.53 to pay administrative expenses. The Trustee may accept a maximum of $9.77 to pay administrative expenses. The Trustee may accept a maximum of $4.88 to pay administrative expenses. The Trustee may accept a maximum of $2.44 to pay administrative expenses. The Trustee may accept a maximum of $1.22 to pay administrative expenses. The Trustee may accept a maximum of $0.61 to pay administrative expenses. The Trustee may accept a maximum of $0.31 to pay administrative expenses. The Trustee may accept a maximum of $0.16 to pay administrative expenses. The Trustee may accept a maximum of $0.08 to pay administrative expenses. The Trustee may accept a maximum of $0.04 to pay administrative expenses. The Trustee may accept a maximum of $0.02 to pay administrative expenses. The Trustee may accept a maximum of $0.01 to pay administrative expenses. The Trustee may accept a maximum of $0.00 to pay administrative expenses.

U.S. Bankruptcy Court
300 S. Fourth Street #250
Minneapolis, MN 55401

(612) 270-4444

U.S. Bankruptcy Court
111 W. Capitol Avenue #100
St. Paul, MN 55102

(651) 266-4700

U.S. Bankruptcy Court
333 N. Trade Court
Indianapolis, IN 46204

(317) 242-4100

U.S. Bankruptcy Court
900 S. Fourth Street #250
Minneapolis, MN 55401

(612) 270-4444

U.S. Bankruptcy Court
111 W. Capitol Avenue #100
St. Paul, MN 55102

(651) 266-4700

U.S. Bankruptcy Court
333 N. Trade Court
Indianapolis, IN 46204

(317) 242-4100
## Applications for prior chapter fees and administrative expenses have been filed as follows:

<table>
<thead>
<tr>
<th>Reason/Applicant</th>
<th>Total Requested</th>
<th>Initial Payment(s) to Date</th>
<th>Proposed Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total to be paid for prior chapter administrative expenses: $0.00
Remaining balance: $12,560.00

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling $12,560.00 must be paid in preference of any distribution to general (unsecured) creditors.

**Claimed Priority Claims:**

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Claimant</th>
<th>Allowed Amount of Claim</th>
<th>Initial Payments to Date</th>
<th>Proposed Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FIRST SOUTHEAST BANK</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>EMERGENCY ROOM/HOSPITAL</td>
<td>$12,517.92</td>
<td>$0.00</td>
<td>$12,517.92</td>
</tr>
<tr>
<td>3</td>
<td>Capital Recovery LLC/LC</td>
<td>$7,703.98</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>VERSOS TRIBON CPA</td>
<td>$1,697.42</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total to be paid for priority claims: $12,560.00
Remaining balance: $0.00

The actual distribution to wage claimants indicated above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

## Trustee's Statement of Allowed General (Unsecured) Claims

An examination of the trustee's books and records indicates that there are no additional allowed general (unsecured) claims, and that the total of all claims filed and allowed is $12,560.00.

### Trustee's Allowance of Claims

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Claimant</th>
<th>Allowed Amount of Claim</th>
<th>Initial Payments to Date</th>
<th>Proposed Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total to be paid for general (unsecured) claims: $0.00
Remaining balance: $0.00

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling $0.00 have been allowed and will be paid according to the applicable claims order of priority. The total allowed subordinated claims is anticipated to be $0.00, plus interest.

**Subordinated Claims:**

<table>
<thead>
<tr>
<th>Claim No.</th>
<th>Claimant</th>
<th>Allowed Amount of Claim</th>
<th>Initial Payments to Date</th>
<th>Proposed Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total to be paid for subordinated claims: $0.00
Remaining balance: $0.00

Prepared by: J. Michael S. Davis
Trustee

Michael Davis
301 6th Street SE Suite 412
Rochester, MN 55904
(507) 589-9111

[Name and signature of Trustee]

## UST Form 111-7: AFR (11/12/18)

[UST Form 111-7: AFR (8/2016)]
RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota  55965

Date  April 12, 2016  Resolution No.  2016-018

Motion by Commissioner  Lentz  Second by Commissioner  Bakke

Endorsing establishment of the Fillmore County Broadband Alliance and authorizing the Fillmore County Economic Development Authority to administer the same

WHEREAS, broadband internet connectivity constitutes an essential infrastructural component of residential and commercial development, education, and industry; and

WHEREAS, the Fillmore County Board of Commissioners views third-party investments into communications infrastructure as essential for diversifying the tax base and supporting industry; and

WHEREAS, the Fillmore County Economic Development Authority has established the Fillmore County Broadband Alliance to pursue universal access to gigabit fiber optic connectivity; and

WHEREAS, the Alliance’s primary objective is to secure financial and technical support for investments into regional telecommunications infrastructure and local provider equipment;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Fillmore, State of Minnesota, endorses establishment of the Fillmore County Broadband Alliance; and,

BE IT FURTHER RESOLVED, that the EDA director, acting under direction from the EDA Board, is authorized to prepare and submit documents and serve as the contact between the County of Fillmore and various grant-giving, investing, and telecommunications-related institutions.

VOTING AYE
Commissioners  Presby ☒  Dahl ☒  Root ☒  Lentz ☒  Bakke ☒

VOTING NAY
Commissioners  Presby ☐  Dahl ☐  Root ☐  Lentz ☐  Bakke ☐

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 12th day of April, 2016.

Witness my hand and official seal at Preston, Minnesota the 12th day of April, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners
PROMISSORY NOTE

$75,000.00 August____, 2017

FOR VALUE RECEIVED, Ace Telephone Association, a Minnesota Telephone Cooperative, DBA AcenTek, its, successors and assigns (the “Borrower”), promises to pay to Fillmore County, Minnesota, its, successors and assigns (the “Lender”), in lawful money of the United States, the principal sum of seventy-five thousand and 00/100 Dollars ($75,000.00), with zero percent interest.

The principal amount of the Note will be due and payable in yearly installments of $25,000.00 payable on the 15th day of each calendar year commencing August 15, 2018 for a period of three (3) years, unless paid in full earlier. This Note will mature and the entire unpaid principal balance will be paid, in full, on or before August 15, 2020. All payments on this Note will be made by check to Fillmore County Treasurer. If any payment on this Note is due on a day that is not a business day of the Lender, it will be due the next business day. This Note may be prepaid, in full or in part, at any time and from time to time, without premium or penalty.

The entire unpaid principal balance of this Note will become immediately due and payable (i) upon the (A) bankruptcy or insolvency; (B) the filing of a voluntary or involuntary proceeding in bankruptcy or receivership in a court of competent jurisdiction or appointment of a trustee or receiver as a result of a said action and proceeding in a court of competent jurisdiction and, in the case of an involuntary filing with respect to which the debtor did not consent, the continuance of such proceeding for a period of ninety (90) days without dismissal; or (C) the entry into any arrangement, composition or reorganization for the benefit of creditors, of the Borrower or (ii) at the option of Lender, (A) upon the failure of Borrower to pay the amount of principal due and payable under this Note which failure continues for a period of fifteen (15) days following written notice to the Borrower from the Lender; provided, however, that the exercise by the Borrower in good faith of its right of setoff or indemnification pursuant to the Statement, whether or not ultimately determined to be justified, shall not constitute such a failure to pay principal.
This Note represents a debt obligation negotiated, executed and to be performed in the State of Minnesota and will be construed, interpreted and governed in all respects including, without limitation, with respect to performance, effect and remedies, by the internal laws of said state, without regard to the laws of conflict of any jurisdiction.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note as of the day and year first above written.

Ace Telephone Association, DBA AcenTek Borrower:

________________________________________
By ___________________________ Date

________________________________________
Its ___________________________ Date

Accepted this _____ day of ____________ 2017.

Fillmore County, Minnesota

By ___________________________ Its ___________________________

And

By ___________________________ Its ___________________________
REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/27/2017

Amount of time requested (minutes): 10 minutes for discussion

Department: Highway

Requested 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. Review the bid result for the CSAH 1 Reconstruction Project SP 023-601-024 and award to the lowest responsible bidder (providing the contractor meets all the DBE goals and on the job training requirements set by the Department of Civil Rights).

2. MnDOT Master Partnership Contract Approval

Airport Department

1. Review the bid results for the airport runway sealcoat project and award to the lowest responsible bidder.

2. Consider approval of 2017 Airport Master Plan and Airport Layout Plan Update Professional Consulting Agreement with Bolton & Menk
   a. Anticipated cost shares:
      i. Federal 90%
      ii. State 5%
      iii. County 5%

3. Consider approval to solicit an IFE (Independent Fee Estimate) for Master Plan Fee Compliances.
   a. Required by FAA and is reimbursable
      i. Federal 90%
      ii. State 5%
      iii. County 5%

4. Consider approval to renew hangar leases (2017 approved lease)~ list:
   a. LaVern Knoepke

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.
REQUEST FOR COUNTY BOARD ACTION

b. Richard Brehm  
c. Seven Eickhoff  
d. David Mensink  
e. Larry Tammel/Lowell Finseth  

5. Consider Appointment of Gabrielle Kinneberg to the Airport Committee

☒ Check if there will be additional documentation for any item(s) listed above.

Reviewed By: Click here to enter text.
WORK ORDER No. 2
TO
PROFESSIONAL SERVICES CONTRACT
AVIATION PLANNING AND ENGINEERING SERVICES

2017 AIRPORT MASTER PLAN and
AIRPORT LAYOUT PLAN UPDATE

FILLMORE COUNTY AIRPORT
PRESTON, MINNESOTA

BETWEEN: Fillmore County,
A Minnesota County corporation (SPONSOR)

AND: Bolton & Menk, Inc. (CONSULTANT)

EFFECTIVE DATE: June 27, 2017

RECITALS

1. The Sponsor owns and operates the Fillmore County Airport (FAA Identifier: FKA) located in Preston, Minnesota.

2. This is Work Order No. 2 to the Professional Services Contract, between Sponsor and Bolton & Menk. The Professional Services Contract effective May 25, 2016 is referred to herein as the "Master Agreement."

AGREEMENT

INTRODUCTION
Fillmore County operates the Fillmore County Airport (Airport) and has elected to undertake a study to update the existing Airport Master Plan for the Airport with the financial support of the Federal Aviation Administration (FAA). This study will address numerous areas of interest which have a bearing on the management and development of the Airport in the future. The Consultant was selected to provide Airport planning services to the Fillmore County Airport and the County Board. This Scope of Services covers the planning services and tasks associated with an update of the Airport’s Master Plan and Airport Layout Plan. This document provides the following important aspects of the project:

- Background information describing the context in which the master planning effort will be accomplished;
- Areas of emphasis for this master planning effort; and
- Project scope elements, describing the actual work activities, responsibilities, and level of effort.

BACKGROUND
The Fillmore County Airport ALP was conditionally approved by FAA in 2006.

The Sponsor and County Board have a desire to use this study to position the Airport as an economic development tool to attract aircraft owners to base in the community. The County Board also desires to determine the best configuration(s) for the Airport’s primary runway for future development, and maintaining compatibility with surrounding local land use plans. For these reasons, an Airport Master Plan and associated ALP Update is recommended at this time.
AIRPORT MASTER PLAN AREAS OF EMPHASIS
An Airport Master Plan process evaluates many aspects of an Airport facility. The following areas of emphasis will be reviewed in greater detail in the Airport Master Plan.

Runway Alternatives
The existing ALP depicts a 900-foot extension to the Runway 29 end that does not meet current design standards. The project will evaluate the existing and future users of the airport to determine if a runway extension is needed within the 20 year plans for the Airport. If needed, the Consultant will review various runways alternatives including shifting runway end locations and lengthening the runway. Major considerations to be evaluated will be environmental impacts, cost, on and off-airport development impacts, zoning implications, and compatibility with local community plans. Airport design standards will be evaluated against the current and future critical aircraft.

Evaluate Building Area Plan
There is a need at the Airport to expand the existing hangar area to accommodate existing and future based aircraft. The existing Airport building area is constrained due to the location of the Departure Surfaces to Runway 29. An updated long-term building area plan will be evaluated for the current hangar storage and future hangar development. The plan will evaluate development and access options for the current building area in addition to other areas north of the runway. Development in these areas will enhance community economic development for aeronautical purposes.

Protect Surrounding Land Uses
The Sponsor and County Board have a desire to maximize on-airport land use to attract additional based aircraft and businesses to the Airport. Other County land uses will be evaluated to ensure that off-airport impacts are acceptable to meet community planning needs and Airport zoning requirements.

Exhibit A Property Map
The FAA published Standard Operating Procedures for Exhibit A Airport Property Inventory Maps in October 2013. The Sponsor and County Board would like to develop an Exhibit A Airport Property Inventory Map for the existing airport property. This information will include research of the history of the project back to patent and note any recorded or unrecorded encumbrances on the property.

Public Involvement
The Sponsor and County Board would like special emphasis to be placed on engaging Airport stakeholders and the general public throughout this process. The Consultant will develop a public involvement plan that allows Airport stakeholders the opportunity to provide input to the decision-makers.

I.A. BASIC SERVICES

TASK 1 – AIRPORT MASTER PLAN
The following sections describe the project scope elements for this master planning effort. The elements (phases) for this project are broken down as follows:

1. Project Development and Control
2. Public Involvement
3. Data Collection and Analysis

The discussion of each element that follows includes a detailed breakdown of the sub-elements that together makeup the scope of work. Preparation of an Airport Master Plan will follow FAA guidelines described in FAA Advisory Circular 150/5070-6B Airport Master Plans and other FAA Regional guidance. FAA airport design standards will follow FAA AC 150/5300-13A Airport Design as it stands at the time of the executed Work Order.
PROJECT DEVELOPMENT AND CONTROL

1.0 Project Formulation
It is important at the onset of the planning process to define a detailed scope of services to conduct the master planning effort. The study design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and cost budgets for completing the work. It also serves to organize the project planning team, which includes Consultant, its sub-consultants, Airport Management, and County staff, so that the necessary study efforts are effectively executed and the participant roles and responsibilities are clearly defined.

2.0 Project Scoping
The effort for this task includes preparation of this scope of services for the master planning efforts. The deliverables for this element will be a draft and final scope of services, project schedule, an agreed-upon project planning budget and an agreement for the proposed planning work. Specialty sub-consultants and their scope of work will be identified and included in the process. The scope of services, the schedule and the budget will be detailed by study element. In addition to elements, the budget will be identified using rates by role, labor hours by task, person-trips, reimbursable costs and specialty sub-consultant budgets.

These documents will form the basis of the agreement to provide professional services for this project. In an effort to assist the Sponsor in meeting FAA project procurement requirements, the Consultant will also coordinate the preparation of an Independent Fee Estimate between the Sponsor and an independent consultant separate from the scope of this contract. The cost of the Independent Fee Estimate is not included in this scope of work or fee estimate; however, these costs are eligible for reimbursement by FAA.

3.0 Project Management
Projects such as this study demand a refined approach to project management to achieve success. This is especially true at the beginning of the process when the goals, direction, criteria, assumptions, roles, and expectations are developed. Continuous and timely coordination with the Airport and its designated project manager will be provided throughout the study. Project management tasks will continue throughout all aspects of the agreed-upon project schedule.

This effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:
- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the study process. These briefings will take place in person or via a telephone call or an email between the Airport project manager and Consultant's project manager or approved staff. These briefings will include status reports of current work, upcoming meetings and work effort and discussion of any challenges in the study effort which may affect the schedule, process or budget.
PUBLIC INVOLVEMENT

4.0 Public Involvement Plan

Introduction & Purpose:
Public involvement will be a key component to the successful development of the Fillmore County Airport Master Plan. The purpose of this plan is to identify the goals and objectives of public involvement related to this study and to clarify details for the master planning process.

The general public is most often unaware of the contributions an airport provides to the health and vitality of a community, including how an airport’s infrastructure strengthens the local economy. When airport building areas or runways need to expand to support existing and future demand, the public often views the expansion negatively. As a result, it is vital to understand airport user needs, perspectives of the public and state and federal review agencies, and the tradeoffs between the alternatives being considered. Developing this understanding, sharing this information between stakeholders, and considering the input received will provide a strong foundation for the future projects ultimately identified in the Airport Master Plan.

This Public Involvement Plan includes proactive outreach strategies. It focuses on:

- Identifying “key influencers” in the community who may be leaders among certain community networks and/or who have the ability to influence others positively or negatively about the Airport’s plans.
- Positive two-way communication with all stakeholders, including the public and state and federal environmental review agencies.
- Providing forums to educate the public regarding Airport needs, benefits, opportunities, and project rationale, as well as share the public’s comments and concerns so they can be addressed in a proactive manner.

5.0 Public Involvement Meetings
The Public Involvement Plan for the Fillmore County Airport Master Plan contains the following meetings:

Master Plan Advisory Group

Purpose: The Master Plan Advisory Group (MPAG) will provide input on information being considered and findings being developed throughout the Airport Master Planning process. The MPAG will help assess Airport issues and needs and be a vital part of the overall project. This group will act as a sounding board for proposed development alternatives, as well as be a conduit for information among various interest groups throughout the community. Interaction with the Airport Manager and the MPAG will be essential for the review and assessment of project information that will ultimately be incorporated into the Airport Master Plan.

Description: The MPAG will include the Airport Manager and other representatives as follows:

- County Board
- Airport business representation
- Economic Development Committee
- Federal Aviation Administration Airport District Office (FAA ADO)
- Minnesota Department of Transportation Office of Aeronautics (MnDOT)
- Staff from Fillmore County's planning department/Zoning Board
- City and/or Township staff
- Others as necessary

The MPAG members each represent an area or stakeholder group, and will be expected to share their perspective with the MPAG, as well as take information back to the groups they represent. The Consultant and the Airport Manager will work through each represented entity to identify their appointed liaison. The Consultant team will lead the preparation and facilitation of the MPAG meetings and distribute meeting notices and summaries for up to six (6) MPAG meetings to be held at the Airport. Meeting graphics and presentations will be prepared for each meeting. The meetings will be used to solicit information and responses from the County Board and MPAG members regarding information presented by the Consultant. Consultant staff will send invitations two weeks before the MPAG meeting.

Meeting materials, handouts, and meeting summaries will be provided for each MPAG member. This will also include one hard copy of the working documents for each of the project work items.

Since the resulting documents of the overall study effort will be the property of the Fillmore County Airport, it is important for Airport officials to act as the final sounding board for information contained in any final work products associated with the study. The Airport Manager is responsible for the final review and approval of all changes recommended by the MPAG as they pertain to the documents developed by the Consultant. This process will streamline the overall project flow and provide for a more refined approach to the review of the various documents which will be developed and form the Airport Master Plan. If questions regarding comments need to be addressed, this can be accomplished by either telephone calls or email for review and clarification.

**Project Meetings**

**Purpose:** Project coordination meetings are held to address specific elements that do not require the direct involvement of the MPAG.

**Description:** Other meetings may be held during the project with project stakeholders, including the Sponsor, as needed to review elements to provide direction. Anticipated meetings include the following:

1. Discuss aviation forecasts, facility requirements, & initial alternatives with FAA and MnDOT Aeronautics (3 meetings)
2. Review preliminary alternatives with Sponsor and/or FAA and MnDOT Aeronautics (1 meeting)

Sponsor staff will attend scheduled project meetings either by phone or in person. Additional meetings will be accommodated with the existing project management scope as much as possible; otherwise they may be considered Other Project Meetings. Updates with the County Board are included in a separate sub-task.

**Public Information Meetings**

**Purpose:** To gather input and inform the broader public and other stakeholders of the progress of the Airport Master Plan.

**Description:** One (1) Public Information Meeting will be held to share information and receive meaningful input from property owners and other stakeholders on planning considerations that have yet to be identified. The specific format for each meeting will be determined by the MPAG and the Consultant. Examples of possible formats include:

- Open house format where interested persons can view various graphics and ask questions in a very casual environment
- Workshop format where a formal presentation can be given along with a working session to solicit information from interested citizens

The Consultant is responsible for preparing the meeting notice, presentation, necessary graphics and handouts and will have up to three (3) staff available for the public information meeting. The Airport is responsible for costs associated with advertising and placing appropriate notices to inform the public about the various meetings and workshops, as well as for securing an appropriate location in which to conduct the meetings.

Meetings with Local Landowners, Residents & Businesses
Purpose: To provide opportunity for one-on-one and small group discussions to better understand and provide input into this process.

Description: The Sponsor has a strong commitment to get to know the potentially affected stakeholders, to listen and understand their issues, to generate alternative solutions, and to articulate and clarify the key issues. The Airport Manager will generally be meeting with local landowners and residents directly. If desired by the Airport Manager, Consultant staff will provide meeting materials and/or attend meetings at an hourly rate. Twenty-four (24) hours of Consultant staff time has been budgeted to assist with these anticipated tasks. The Airport Manager will provide a summary of the meeting.

County Board Updates/Meetings
Purpose: To provide regular updates to the County Board on key information, the status of the planning process, and obtain input.

Description: The Consultant’s role will be to provide staff support to the Airport Manager and assist with up to three (3) total presentations to the County Board. The intent is to discuss progress and issues, build understanding for the factors influencing recommendations, obtain consensus on the draft findings, and listen to and consider elected and appointed official comments and concerns. Meeting presentations, graphics, and handouts will be prepared.

6.0 Public Involvement Materials
The Public Involvement Plan for the Fillmore County Airport Master Plan contains the following materials:

Project Website
Purpose: To provide user friendly, easy internet access to information about the project and provide a “submit comment” feature for the public to provide comments about the project through the web.

Description: A project website will be developed and updated at specific milestones (every other month) to help inform the public and solicit feedback about the project. Project information will be posted on this website and used for dissemination of information related to the project, including upcoming public meetings. The project website will be hosted by the Consultant for the duration of the planning project. It is beneficial if the County includes on its website a link taking the viewer to the project website. The Consultant will provide the Airport Manager draft content for approval prior to uploading onto the project website. An online comment page will be placed on the project website and any comments received will be read and then forwarded to the Airport Manager for action, if needed.

Meeting Minutes
Purpose: Meeting minutes document important information shared, subsequent discussions, and decisions made at each meeting. These documents serve to create a “paper trail” of decisions made during the life of the project. Meeting minutes will serve as a general summary of each meeting.

Description: The Consultant will develop meeting minutes after each MPAG and project meeting.
Meeting minutes will be distributed to the Sponsor and meeting attendees electronically in PDF format.

**Early Environmental Review Agency Outreach**

Purpose: The purpose of Early Environmental Review Agency Outreach efforts is twofold:

1. Share identified Airport user needs
2. Obtain information about what planning or environmental factors should be considered by the Sponsor as alternatives are developed and evaluated

Description: Existing informational data and mapping will be used to evaluate environmental factors identified during the Airport Master Plan process. A summary of the existing conditions obtained will be developed. Information gathered will be used in the planning process at key points in the study.

**DATA COLLECTION AND ANALYSIS**

**7.0 Data Collection**

The initial step in the inventory process will be to review previous planning, environmental, and other issue-specific studies undertaken for the Airport to determine their continued validity. Federal and State aviation plans, as well as plans from Airport tenants will be investigated as appropriate.

**Airport Planning Documents**

The Consultant will identify and review existing Airport planning documents to assist in developing a comprehensive base of information to be used in the planning process. The Airport shall provide copies of any existing electronic files which may be of assistance in developing the ALP update, as well as reports or studies which contain information related to the planning topics identified within this scope. These may include documents such as, but not limited to the following documents:

- Current and previous master plans and airport layout plans
- Recent environmental NEPA documents
- Airport operational information (i.e. based aircraft, fuel sales, policies/procedures)
- Airport financial records (i.e. revenues/expenses, lease information)

**Community Information**

Consultant shall coordinate with and obtain existing GIS database information from the County and shall use the collected data resource information for the various work tasks. An inventory of existing land use, County Comprehensive Plans, zoning, and related regulations will be completed.

**Detailed Airport Information**

An inventory review of financial and legal information related to the financial condition, Airport policies, administrative regulations, grant status, Airport use and lease agreements, and other Airport user agreements which affect the financial management of the Airport and which will affect the financial reasonableness of implementing the Airport Master Plan CIP will be completed.

**Airport Property**

The Consultant will perform an Ownership & Encumbrance (O & E) report with assistance from an abstract or title company for property that the Airport owns in fee, has a lease interest, an easement interest, and/or the area the planned for potential future acquisition. A narrative will be provided in the Master Plan describing the parcel information and encumbrance status including FAA approval or steps necessary to achieve conformance with FAA Grant Assurances. This inventory effort will include the following to obtain available title/deed/easement information of Airport property interests:

- Coordination with MnDOT Aeronautics and FAA ADO to obtain any available property information
- Research at County Recorder’s office for easements or other encumbrances on adjoining lots and on platted Airport lots
- Obtain any existing Airport property information from County staff
• Obtain online account with Fillmore County
• Prepare Base Map with Airport property
• Map all legal descriptions associated with airport property/interests and other encumbrances on existing and/or planned potential future Airport property
• Tabulate Airport property information as part of Base Map
• Preparation of an Exhibit A map conforming to the FAA Standard Operating Procedure
• Submit collected O&E information to FAA and MnDOT Aeronautics

8.0 Existing Airport Review

Site Inspection
The Consultant will conduct an on-site visual inspection and review secondary sources, to prepare a description and inventory of existing airfield and landside facilities. This inspection will likely not be able to be held in conjunction with one of the team meetings, and a separate trip will be anticipated.

The current 5010 Master Record, basbedaircraft.com, 2006 ALP Update, site inspections, and as-built facility plans will serve as the basis for the majority of the inventory information. Items to be inventoried include:
• Runways and taxiway (including pavement condition taken from previous studies)
• Apron and ramp areas (including pavement conditions taken from previous studies)
• A/D building and offices
• General aviation facilities
• Airport access roads
• Maintenance facilities
• Hangars
• Ground access, circulation, and auto parking
• Fuel facilities
• Existing and proposed uses of Airport property
• Airfield lighting
• Landing aids and instrumentation
• Wind data (new data to be acquired from National Climatic Data Center)
• Runway Protection Zones and Obstructions
• Runway Safety Area

Built & Natural Environment Considerations
Environmental factors and constraints will be an important consideration during the development of improvement alternatives. Work effort includes research and review of existing NEPA documents, environmental reports, maps, and databases showing environmental or physical attributes that may represent constraints. Data will be compiled into composite planning consideration drawing(s) illustrating the constraints. This task will rely mostly on data available from existing sources, and will not include new field investigations or delineation surveys. Effort will include coordination with the County, resource agencies, and research into County Code to research environmental constraints, including but not limited to land use zones, wetlands, floodplains, protected wildlife, and other natural or man-made features.

Existing Facilities Summary
The data collection and inventory effort will summarize the historical and existing facilities and conditions at the Airport as well as information and direction necessary to develop the Airport Master Plan Update. Deliverables from this Data Collection and Inventory task will include a brief summary including text and graphics pertaining to the existing facilities at the Airport along with existing land use, zoning, County Comprehensive Plans, previous planning studies, etc. This summary will serve as the draft copy of the inventory chapter of the Airport Master Plan Update.

9.0 Aviation Demand Forecasts
Development of projections of aviation demand is a key element in the planning process and is important data
to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development.

Projections of short-, mid-, and long-term demand levels (i.e., 5-, 10-, and 20-years) will be developed. As part of this element, appropriate regional, state, and national aviation trends and existing projections will be investigated.

The Sponsor will provide the Consultant with available Airport operational information, which would include but is not limited to fuel sales and based aircraft. Historical aviation activity will also be analyzed for the Airport by demand component. Existing projections from the FAA’s Terminal Area Forecast (TAF) and State forecasts will also be utilized.

**Airport User Survey**
A comprehensive Airport user survey will be developed in coordination with Sponsor staff to obtain local Airport operational information. A separate general aviation and business survey will be developed. The user surveys will be developed by the Consultant, administered online and the results will be tabulated and distributed to the Sponsor. Information on how to access the survey will be provided to the Sponsor. It will be the responsibility of the Sponsor to distribute information on how to complete the user survey to local pilots. Any specific follow-up interviews via phone or e-mail will be completed by the Consultant to obtain necessary information. Other follow-ups will be completed by the Sponsor at their choosing.

**Aviation Forecasts**
Through the Airport records, historical activity research, existing projections, user survey, and follow-up interviews; data will be obtained on activity levels showing local/itinerant operations and approach type/design group, in addition to critical design aircraft and based aircraft by approach type/design group. The following components of aviation demand will be projected for 5-, 10-, and 20-years:

- Aircraft operations
  - General aviation (local/itinerant)
  - Military
- Based aircraft
- Aircraft fleet mix (based/itinerant)
- Critical design aircraft
- Instrument approaches

Projections of aviation demand will be developed using standard FAA forecasting methodologies, such as share of the market, regression analysis, time series analysis, and trend line analysis. Peak hour aircraft operations will also be developed using best available data and consultant-developed factors.

Results of this element will be used to determine future needs for airside, landside, and support facility components at the Airport. Methodologies used in this task will be reviewed with the Sponsor and the FAA Airports District Office before the element is finalized. Close coordination will be maintained to ensure acceptance of the projection approach. The aviation forecasts will be reviewed and approved by the FAA before proceeding further with the Airport Master Plan study.

**Deliverables**
Deliverables associated with this task will include a report which summarizes, with appropriate graphs, charts, maps, and drawings, the methods and results of the projections of aviation demand. Once reviewed by the FAA, these findings will be used as part of a chapter in the final Airport Master Plan report.

**10.0 Demand/Capacity Analysis**
Within this task, current activity levels will be compared to the Airport's operational capacity using established FAA criteria and the findings from previous work efforts (i.e. inventory, and projections). The Consultant will
review the existing runway configuration to determine its capacity and limitations. The capacity of the Airport's existing aviation facilities will be compared to demand projections for the short-, mid-, and long-range planning periods (5-, 10-, and 20-years). The existing Airport will be reviewed for any FAA safety enhancement opportunities.

Airside facilities at the Airport will be analyzed. Using the FAA's methodology for calculating annual service volume (ASV), the Airport's annual operational processing capacity will be estimated. Inputs for this analysis include aircraft fleet mix, navigation aids, physical orientation of runways and taxiways, spacing of taxiway exits, percentage of the Airport's training activity, and peaking characteristics.

Landside facilities at the Airport will also be analyzed in terms of capacity and ability to accommodate current demand. Using FAA guidelines, as well as consultant-developed factors, capacities of landside facilities such as hangars and apron space will be determined. To determine their adequacy, these capacities will be compared to current and projected demand identified during the inventory and forecast elements.

**Deliverables**
Deliverables for this task include a summary of the findings which will be used as part of a chapter in the final Airport Master Plan report.

**11.0 Facility Requirements**
Required facilities will be identified through the inventory of existing facilities and the capacity analyses when compared to projections of aviation demand. Anticipated timing of required improvements will also be identified. FAA Advisory Circulars (AC) referenced as part of this task will include but not be limited to: AC 150/5300-13A, *Airport Design*; FAR Part 77, *Safe, Efficient Use, and Preservation of Navigable Airspace*; 150/5060-5 *Airport Capacity and Delay*, and 150/5070-6B *Airport Master Plans*.

Tabulated wind data will be obtained from the National Climatic Data Center for the most current 10-year data. Full All-Weather and IFR wind roses will be prepared for use in the Airport Master Plan and the ALP update.

Utilizing current FAA planning criteria, the Consultant will review the facility needs based on projected future activity and the Airport's role in the local, regional and national aviation and economic system. Facilities to be analyzed using best available information include:

- Approaches
- Runways
- Runway Safety Areas
- Taxiways and taxilanes
- Aircraft apron areas
- FBO, corporate, and general aviation facilities
- Aircraft storage and hangar areas
- Support facilities such as maintenance and utilities
- Fuel farms
- Airport access and circulation

Future requirements will provide the basis for evaluating alternative development actions that might be adopted to satisfy the need for improved facilities. The facility requirements analysis for the Airport will focus on a number of specific issues that are most important to the Airport's future growth and development. The alternatives analysis will identify, review, and evaluate options for accommodating these activities in their existing location over the planning period. The objective of the facility requirements analysis will be to ensure that each of the Airport's functional aviation areas has long-term flexibility and growth potential that will enable response to changing demand scenarios. Facility requirements will generally be tied to the 5-, 10-, and 20-year demand projections developed as part of this study. The ADO has identified a need for Airport Master Plans to identify any Airport design deficiencies. A summary of the existing Airport's conformance with FAA
existing Airport design standards will be completed in this section.

Deliverables
Deliverables for this task will include summaries of the facility requirements for review by the Sponsor, MPAG and FAA. This summary will be used as part of a final chapter in the Airport Master Plan report.

12.0 Alternatives Analysis
Consultant will develop and document feasible alternatives for the development of the Airport’s facilities, based on the results of the previous tasks. Each of the alternatives will be graphically illustrated, as appropriate, and presented to the Airport and MPAG for review and consideration. These alternatives will take into consideration the long-term development of the Airport, while also planning for the near-term implementation of projects. The alternatives developed will also be foundational for use in future environmental review documents.

The next step in the alternatives analysis will be to identify potential alternatives for meeting future facility requirements. Alternatives will be identified, graphically depicted, and evaluated based on demand projections, the capacity analysis, and facility requirements determination. Once reasonable development alternatives have been identified; their merits and deficiencies will be compared. Factors to be considered in the evaluation may include:

- FAA Design Criteria
- Safety Standards
- Capacity Recommendations
- Expansion Potential
- Compatibility Issues (including Land Use/Zoning and RPZs)
- Off-Airport Development Potential
- Operational Impacts
- Economic Impacts
- Environmental Impacts
- Overall Feasibility
- Clear Airspace

Other factors may include sustainability. Basic sustainability goals and objectives may be developed through discussions with the Sponsor, and may be used to evaluate each alternative and its ability to meet and/or comply with these standards. No additional special studies related to sustainability will be completed in this scope of services. Airfield and hangar/terminal area alternatives will be evaluated independently. It is assumed that up to three (3) airfield alternatives will be developed, and up to five (5) building area alternatives will be developed. Each alternative will include a graphic depiction of the layout. Input from the MPAG will be solicited about desired airfield and hangar/terminal alternatives.

The alternatives will be quantitatively and qualitatively ranked, according to their performance against safety, capacity, and compatibility criteria. A preferred development alternative for each of the functional components will then be selected by the MPAG. Location options and development needs for support facilities will be reviewed and investigated as part of this phase of the alternatives analysis.

The alternatives analysis will result in identification of a recommended course of action for the Airport to follow over the ensuing 20-year planning period. The logic and justification for following the recommended plan will be detailed. At this stage of the study, the plan will be conceptual in nature and will be subject to further refinement, particularly through the financial feasibility analysis, environmental overview, and as detailed layout plans are prepared in subsequent tasks.

Deliverables
Deliverables for this task will include graphics and text as appropriate to summarize and document the merits
of each alternative developed. This information will be presented in a working paper format which will ultimately be included in the Airport Master Plan report document. Should incompatible land uses be located within the future or ultimate Runway Protection Zones (RPZs), an RPZ Alternative Analysis will be completed for FAA review.

13.0 Environmental Overview
The objectives of this task are to prepare a summary of any environmentally sensitive features of the Airport and the potential impacts upon those as part of the recommended development plan. The inventory will include readily available information and review the following:

- Potential environmental impacts of the selected airspace/land use/airfield/landside plan to allow refinement of the plan.
- Potential significance of the impacts.
- Possible abatement and mitigation measures which may reduce or eliminate any potentially significant adverse impacts.
- Prior environmental documents.
- Current site conditions at the Airport.

A preliminary overview of environmental resource categories known or easily visible upon site inspection will be done in conformance with the most current FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, FAA Advisory Circulars and applicable federal, state and local regulations. Any of the other environmental resource categories where an impact may be anticipated will be identified as a potential impact.

The environmental overview is not intended to be a substitute for a National Environmental Policy Act (NEPA) document. It is to provide information on obvious environmental resources applicable to the Airport. For master planning it is not necessary to carry out substantial investigations such as cultural resource studies or wetland delineations or to define all environmental factors needed for a NEPA document. This scope of work does not include the depth of NEPA review to meet the requirements of an Environmental Assessment or Environmental Impact Statement. It is intended to be used as a basis for these documents which would be completed in a separate effort beyond this Master Plan.

The environmental overview will include the following environmental inventory items and contain appropriate discussion in the Airport Master Plan report:

Aircraft Noise
Aircraft noise is a component of Airport operations that, when evaluated, identifies the influence of Airport activity beyond Airport property. A detailed noise evaluation will not be performed as part of this master plan study. A short summary of the FAA noise impact thresholds will be discussed. But if recommended at a later date can be added back in under the “Additional/Optional Services” Task.

Compatible Land Use
Provide a short narrative of compatible land uses per various FAA Advisory Circulars and State criteria.

- Location of Land Use Compatibility
- Identify zoning and/or platting within the Airport vicinity for land use compatibility including guidance documented in existing comprehensive plans
- Location of landfills, sewage treatment lagoons, wetlands
- Location of known DOT 4(f) land within a one-mile radius of the Airport (recreational and historic)
- Location of possible planned water features within 10,000 feet of Airport Reference Point
- Location of floodplains and floodways
- Prime and unique farmlands on Airport or projected to be acquired for the Airport
This task will include a discussion of compatible land use issues in the Airport Master Plan report. To the extent necessary, based on changes in the existing land use and other conditions identified in the inventory portion of the Airport Master Plan, a land use plan will be developed that depicts the existing and recommended land uses for all land within the Airport property boundaries and in the surrounding vicinity of the Airport (generally defined at one mile of the runway ends and one-half mile parallel to the sides of the runway).

The Airport Master Plan will specifically categorize and identify proposed facilities and land use compatibility recommendations in accordance with applicable local, State, and FAA standards. Recommendations for local comprehensive plans will be completed and documented in the Airport Master Plan report.

**Historic and Archeological**
An assessment of the local area and/or Airport environs will be completed to identify existing resources that have been recorded. The assessment will include a literature search at the State Historic Preservation Office (SHPO) to identify known archaeological sites and recorded properties on the National Register of Historic Places (NRHP). The assessment will be completed prior to alternative development during the Master Plan process. No on-site evaluation of structures or field survey will be conducted as a part of this project.

**Water Quality**
Review existing site drainage conditions and concerns:
- Appraise and map existing Airport drainage facilities including streams, culverts, ditches, drains, drainage control structures, berms, secondary containment, piping, and direction of flows
- Map future Airport drainage facilities

**Fish, Wildlife, and Plants**
Short narrative describing wildlife habitat and potential wildlife hazard issues.
- Literature/other review for endangered species and habitats on/near Airport.
- Literature/other review for fish, wildlife, plants, habitats, and migration routes on/near Airport.
- Conduct a one to three day Wildlife Hazard Site Visit and complete a Wildlife Hazard Management Plan; incorporate findings of the site visit and management plan into the Master Plan.
- Summarize current wildlife controls – fences, mitigation, permits.

**Hazardous Materials and Solid Waste**
Review site records for known hazardous and solid waste issues associated with the Airport.
- Determine location of potentially contaminated areas.
- Locate and size fuel storage, dispensing, and containment.
- Locate and size agriculture operations, storage, mixing, and containment.
- Location and type of maintenance activities.

A Recycling Management Plan will be completed by the Consultant to meet new FAA requirements as outlined in Program Guidance Letter 12-08 and FAA Advisory Circular 150/5070-6B, Change 2, *Airport Master Plans*. These components will be added to the environmental evaluation in this task. The work will include the following:
- A waste audit;
- The feasibility of solid waste recycling at the Airport;
- Minimizing the generation of solid waste at the Airport;
- Operation and maintenance requirements;
- The review of waste management contracts; and
- The potential for cost savings or the generation of revenue.

Technical guidance has been released from FAA on the requirements of a Recycling Management Plan. The scope of this work will meet the requirements available at the time of this agreement. Additional FAA
guidance released during this project will be utilized as much as possible without increasing project cost.

**Wetlands**
Discuss presence of wetlands on Airport property. Wetlands data will be taken from National Wetland Inventory Maps available, visual observations, or other available records. This information will be completed prior to alternative development during the Master Plan process.
- Map NWI wetland determinations
- Map other “wet lands” noted but not formally delineated.
- Map FEMA floodplain and floodway.

**Deliverables**
Deliverables for this task will be incorporated into the appropriate chapters such as existing conditions and alternatives development and evaluation. Any refinements to the preferred alternative based on the environmental analysis will be discussed in a white paper, and incorporated into the Airport Master Plan report.

### 14.0 Implementation / Financial Feasibility Analysis
The Airport Master Plan will identify various projects that are necessary to implement the preferred alternative. The Consultant will formulate a list of projects according to applicable local, State, and Federal needs identified in this planning study. Cost estimates for the project will be developed to support this element of the Airport Master Plan. A preliminary Airport implementation plan will be developed to help determine the desired sequencing of projects identified for development. A 20-year Airport Capital Improvement Plan (ACIP) will be updated as part of this task. The ACIP will identify the triggering events to signify the start of the projects, sequencing of projects, and projects that logically should be linked together. This task will include an analysis that will demonstrate the Sponsor’s ability to fund the projects developed in the facilities requirements phase and scheduled through the phasing plan.

#### a. Existing Airports Financial Structure
This task will review the Airport’s existing financial structure including revenue and expenses. This will consist of all current Airport contracts and informal business relationships on the Airport involving revenue producing areas such as, fuel facilities, fixed based operators and leased areas (hangar and land), both short and long term. This will formulate the base for capacity for the funding of future projects.

#### b. ACIP Financial Feasibility Plan
The ACIP will be assimilated with the development phasing plan for the Airport and future funding sources will be identified for the improvement projects of each phase. The potential funding sources will be clearly identified for each year of the financial plan following the anticipated schedule of the ACIP. The standard funding sources will include non-Primary Entitlement Funds, Federal Discretionary, State Apportionment, State, Airport Revenue and Local General Funds. Changes/increases in local revenue sources will be identified at each stage of recommended development based on the projected increase in users at the Airport. This section will not identify changes to rates and charges at the Airport. This section will include a summary of the projected future expenses to determine if projects represented on the ACIP will be feasible now and into the future.

Deliverables will be one of the final chapters in the Airport Master Plan report. This chapter will include detailing the historical and existing revenue and expenses, historical cash flow, the funding plan for the ACIP, and an overall summary of the cash flow analysis over a 10-year planning period.

### 15.0 Documentation
An effective Airport Master Plan report places emphasis on developing concise, effective study documentation.
Several types of materials will be produced to document the planning process as noted below. The report sections or chapters will be provided for FAA and local review, as will the draft and final documents.

**Airport Master Plan Report**

The Consultant shall prepare twenty (20) paper copies of the draft and final Airport Master Plan Reports which will summarize the planning process and document the findings of the elements outlined in this scope of services. This report will be written so that it can be easily understood by the general public. The final product will include a locally adopted Airport Master Plan report.

Anticipated sections/chapters of the Airport Master Plan report include:

- Introduction
- Airport Inventory
- Aviation Demand Forecasts
- Demand/Capacity and Facility Requirements
- Alternative Analysis
- Environmental Overview
- Preferred Alternative (if necessary)
- Financial Implementation Plan
- Appendices

Electronic files of the Airport Master Plan report in Adobe PDF format will also be provided to the Sponsor, and be posted on the project website. It is recommended that the Sponsor post the Airport Master Plan report on the Sponsor’s Airport website for on-going reference.

Hard copy drafts of the Airport Master Plan will be sent to FAA (one hard copy) and MnDOT Office of Aeronautics (two hard copies) to provide an opportunity for review and comment. One (1) final paper copy and one (1) electronic copy of the Airport Master Plan will be sent to FAA and MnDOT Office.

**TASK 2 – SURVEY**

Existing airport infrastructure and obstruction data will need to be collected in order to accurately develop the ALP and to satisfy airspace obstruction requirements. Topography information, tree obstructions, and existing airport infrastructure will need to be collected in order to accurately determine the effort needed to move forward with future development projects at the airport. A ground survey will be used to gather the necessary information which will also be used to complete the ALP which is described in Task 3.

**TASK 3 – AIRPORT LAYOUT PLAN UPDATE**

The Airport Layout Plan (ALP) will be updated to show development recommended in the Airport Master Plan for the Airport over the 20-year planning period. Consultant will build upon the base mapping and obstruction data produced in Task 2 – Aeronautical Survey to create base files and ALP sheets in ESRI’s GIS format. All relevant tables included on the ALP will be documented in the appropriate section of the Airport Master Plan. All ALP files will be provided to the Airport at the end of the study.

1.0 **ALP Production**

The Consultant will produce an ALP set in accordance with the FAA Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) 2.0, and applicable State of Minnesota standards. Preparation of the ALP will be based on the findings of the previous tasks and will include the following individual drawings:

- Title Sheet
- Airport Layout Plan Drawing (Existing & Future)
- Airport Layout Plan Drawing (Ultimate), if applicable
- Airport Airspace Drawing
- Runway 11 Inner Portion of the Approach Surface Drawing
- Runway 29 Inner Portion of the Approach Surface Drawing
- Building Area Drawing(s)
• Land Use Drawing
• Airport Property Map / Exhibit A

This work includes an update to the Exhibit "A" Airport Property Map to comply with FAA Standard Operating Procedure for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps 3.0. Data collection related to this effort is identified in Task 1.

The Airport Layout Plan will consist of 22” x 34” (ANSI D) sheets, containing sufficient data to obtain approval from MnDOT and FAA. The Consultant will prepare draft versions of the ALP for Airport review. Following Airport approval, copies of the ALP will be sent to MnDOT for review by their Airport development, planning, and operations staff. Comments will be incorporated into the ALP for submittal to FAA for review. A signed copy of the FAA ALP checklist and a list of changes from the previous ALP will also be submitted with the ALP submittal to the FAA ADO for review. If acceptable to the ADO, an electronic version of the ALP will be prepared and uploaded to the Obstruction Evaluation Airport Airspace Analysis (OEAAA) online portal for FAA Lines of Business review. The ALP will then be published as a final document for distribution upon receipt of FAA airspace review. The documentation will include the following:

- Two (2) Airport draft ALP sets (1 for Consultant and 1 for Sponsor review)
- Four (4) FAA ADO and MnDOT draft ALP sets (1 for Sponsor, 1 for MnDOT, 1 for FAA ADO, and 1 for Consultant)
- Five (5) final ALP sets for FAA and Sponsor signature (2 for Sponsor, 1 for the FAA, 1 for MnDOT, and 1 for Consultant)
- Two Disks (2) of Adobe PDF drawings of the final approved ALP
- GIS shapefiles of the ALP (future elements not to any FAA Airports GIS standard)

The Consultant will develop a transmittal package for each draft submittal which contains required supporting documentation for MnDOT and FAA review.

Preparation of these documents will be coordinated closely with MnDOT, FAA ADO, and Sponsor staff. Final documents will reflect appropriate responses to comments received on draft materials from all reviewing agencies. Deliverables will include an FAA approved ALP.

2.0 Project Management

This ALP effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the ALP process. These briefings will take place in person or via a telephone call or an email between the Sponsor and Consultant’s Project Manager or approved staff. These briefings will include status reports of current work, and discussion of any challenges in the study effort which may affect the schedule, process or budget.

TASK 4 – FUNDING ADMINISTRATION

Funding Administration is necessary to assist the Sponsor with obtaining funding for the proposed project. Work items are related to the tasks outlined as requirements to formulate, program, obtain, and close the grant for the project. This includes the preparation of necessary FAA environmental documentation and compliance
with Disadvantaged Business Enterprise (DBE) requirements. The following tasks will be completed:

1.0 Grant Application and Administration
The Consultant shall update the Airport Capital Improvement Plan (ACIP) for the Airport as it relates to the Airport Master Plan and ALP project so that the project is identified for funding. The ACIP will also be updated at the end of the planning project to show new 5-year planned Airport improvements.

FAA project programming papers will be prepared to provide FAA necessary detail about the project for funding. Up to one (1) FAA grant application package for the project will be prepared and submitted to FAA. This will include a funding summary, project description, agreements for work to be performed, and a grant request letter.

2.0 DBE Plan or Update
Because this project will use more than $250,000 in Federal funds in one fiscal year, an updated DBE program will need to be developed or updated to meet current 3-year program standards. This information was completed with the runway project included in the same grant as this Master Plan project.

3.0 Quarterly Performance Reports
The Consultant shall prepare one (1) FAA Quarterly Performance Report for each quarter the Airport Master Plan grant is open.

4.0 Prepare Environmental Documentation
No Environmental Documentation will be prepared as a part of this project.

5.0 Project Closeout
The Consultant shall prepare one (1) FAA short-form grant closeout report for the grant to cover the project identified in this scope of services. This work includes research to determine final project costs, preparation of the report, coordination with the Airport, State, and FAA ADO for review and preparation of final documents for Airport approval.

1B. ADDITIONAL/OPTIONAL SERVICES
Consulting services performed other than those authorized under Section 1A shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional/optional services will not be eligible for FAA AIP funding since planning grants are not amendable. Additional services may consist of the following:

1. Completion of additional special studies or facilitating/attending meetings not identified in Section 1A.
2. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
3. Attendance of additional meetings beyond those identified in the above scope. These meetings would be authorized as needed by the Sponsor at an hourly basis per meeting.
4. All other services not specifically identified in Section 1A.

BASIC SERVICES SCHEDULE
Work will be completed for all of the above services in accordance with the detailed schedule below:

<table>
<thead>
<tr>
<th>TASK</th>
<th>SERVICE DESCRIPTION</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>Airport Master Plan</td>
<td>July 2017 – August 2018</td>
</tr>
<tr>
<td>2</td>
<td>Aeronautical Survey</td>
<td>July 2017 – September 2017</td>
</tr>
<tr>
<td></td>
<td>TASK</td>
<td>SERVICE DESCRIPTION</td>
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</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Airport Master Plan</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Aeronautical Survey</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Airport Layout Plan</td>
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<tr>
<td></td>
<td>4</td>
<td>Funding Administration</td>
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<td></td>
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<td><strong>Total Fees (Rounded for Lump Sum)</strong></td>
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<td></td>
<td></td>
<td>Federal Share 90%</td>
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<tr>
<td></td>
<td></td>
<td>State Share 5%</td>
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<tr>
<td></td>
<td></td>
<td>Local Share 5%</td>
</tr>
</tbody>
</table>

Schedule is subject to MnDOT Aeronautics and FAA review timelines which are outside of the Consultant’s control.

**FEE SCHEDULE**

I.C. **AUTHORIZATION**

**Fillmore County, Minnesota**

**Bolton & Menk, Inc.**

By: _____________________________

Mr. Ronald Gregg, P.E.
County Engineer

By: _____________________________

**Ronald A Roetzel**
Mr. Ronald Roetzel, P.E.
Principal Engineer

Attest:

Ms. Pamela Schroeder
Highway/Airport Office Manager
WORK ORDER No. 2
TO
PROFESSIONAL SERVICES CONTRACT
AVIATION PLANNING AND ENGINEERING SERVICES

2017 AIRPORT MASTER PLAN and
AIRPORT LAYOUT PLAN UPDATE

FILLMORE COUNTY AIRPORT
PRESTON, MINNESOTA

BETWEEN: Fillmore County,
A Minnesota County corporation (SPONSOR)

AND: Bolton & Menk, Inc. (CONSULTANT)

EFFECTIVE DATE: June 27, 2017

RECITALS

1. The Sponsor owns and operates the Fillmore County Airport (FAA Identifier: FKA) located in Preston, Minnesota.

2. This is Work Order No. 2 to the Professional Services Contract, between Sponsor and Bolton & Menk. The Professional Services Contract effective May 25, 2016 is referred to herein as the “Master Agreement.”

AGREEMENT

INTRODUCTION
Fillmore County operates the Fillmore County Airport (Airport) and has elected to undertake a study to update the existing Airport Master Plan for the Airport with the financial support of the Federal Aviation Administration (FAA). This study will address numerous areas of interest which have a bearing on the management and development of the Airport in the future. The Consultant was selected to provide Airport planning services to the Fillmore County Airport and the County Board. This Scope of Services covers the planning services and tasks associated with an update of the Airport’s Master Plan and Airport Layout Plan. This document provides the following important aspects of the project:

- Background information describing the context in which the master planning effort will be accomplished;
- Areas of emphasis for this master planning effort; and
- Project scope elements, describing the actual work activities, responsibilities, and level of effort.

BACKGROUND
The Fillmore County Airport ALP was conditionally approved by FAA in 2006.

The Sponsor and County Board have a desire to use this study to position the Airport as an economic development tool to attract aircraft owners to base in the community. The County Board also desires to determine the best configuration(s) for the Airport’s primary runway for future development, and maintaining compatibility with surrounding local land use plans. For these reasons, an Airport Master Plan and associated ALP Update is recommended at this time.
AIRPORT MASTER PLAN AREAS OF EMPHASIS
An Airport Master Plan process evaluates many aspects of an Airport facility. The following areas of emphasis will be reviewed in greater detail in the Airport Master Plan.

Runway Alternatives
The existing ALP depicts a 900-foot extension to the Runway 29 end that does not meet current design standards. The project will evaluate the existing and future users of the airport to determine if a runway extension is needed within the 20 year plans for the Airport. If needed, the Consultant will review various runways alternatives including shifting runway end locations and lengthening the runway. Major considerations to be evaluated will be environmental impacts, cost, on and off-airport development impacts, zoning implications, and compatibility with local community plans. Airport design standards will be evaluated against the current and future critical aircraft.

Evaluate Building Area Plan
There is a need at the Airport to expand the existing hangar area to accommodate existing and future based aircraft. The existing Airport building area is constrained due to the location of the Departure Surfaces to Runway 29. An updated long-term building area plan will be evaluated for the current hangar storage and future hangar development. The plan will evaluate development and access options for the current building area in addition to other areas north of the runway. Development in these areas will enhance community economic development for aeronautical purposes.

Protect Surrounding Land Uses
The Sponsor and County Board have a desire to maximize on-airport land use to attract additional based aircraft and businesses to the Airport. Other County land uses will be evaluated to ensure that off-airport impacts are acceptable to meet community planning needs and Airport zoning requirements.

Exhibit A Property Map
The FAA published Standard Operating Procedures for Exhibit A Airport Property Inventory Maps in October 2013. The Sponsor and County Board would like to develop an Exhibit A Airport Property Inventory Map for the existing airport property. This information will include research of the history of the project back to patent and note any recorded or unrecorded encumbrances on the property.

Public Involvement
The Sponsor and County Board would like special emphasis to be placed on engaging Airport stakeholders and the general public throughout this process. The Consultant will develop a public involvement plan that allows Airport stakeholders the opportunity to provide input to the decision-makers.

I.A. BASIC SERVICES

TASK 1 – AIRPORT MASTER PLAN
The following sections describe the project scope elements for this master planning effort. The elements (phases) for this project are broken down as follows:

1. Project Development and Control
2. Public Involvement
3. Data Collection and Analysis

The discussion of each element that follows includes a detailed breakdown of the sub-elements that together makeup the scope of work. Preparation of an Airport Master Plan will follow FAA guidelines described in FAA Advisory Circular 150/5070-6B Airport Master Plans and other FAA Regional guidance. FAA airport design standards will follow FAA AC 150/5300-13A Airport Design as it stands at the time of the executed Work Order.
PROJECT DEVELOPMENT AND CONTROL

1.0 Project Formulation

It is important at the onset of the planning process to define a detailed scope of services to conduct the master planning effort. The study design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and cost budgets for completing the work. It also serves to organize the project planning team, which includes Consultant, its sub-consultants, Airport Management, and County staff, so that the necessary study efforts are effectively executed and the participant roles and responsibilities are clearly defined.

2.0 Project Scoping

The effort for this task includes preparation of this scope of services for the master planning efforts. The deliverables for this element will be a draft and final scope of services, project schedule, an agreed-upon project planning budget and an agreement for the proposed planning work. Speciality sub-consultants and their scope of work will be identified and included in the process. The scope of services, the schedule and the budget will be detailed by study element. In addition to elements, the budget will be identified using rates by role, labor hours by task, person-trips, reimbursable costs and speciality sub-consultant budgets.

These documents will form the basis of the agreement to provide professional services for this project. In an effort to assist the Sponsor in meeting FAA project procurement requirements, the Consultant will also coordinate the preparation of an Independent Fee Estimate between the Sponsor and an independent consultant separate from the scope of this contract. The cost of the Independent Fee Estimate is not included in this scope of work or fee estimate; however, these costs are eligible for reimbursement by FAA.

3.0 Project Management

Projects such as this study demand a refined approach to project management to achieve success. This is especially true at the beginning of the process when the goals, direction, criteria, assumptions, roles, and expectations are developed. Continuous and timely coordination with the Airport and its designated project manager will be provided throughout the study. Project management tasks will continue throughout all aspects of the agreed-upon project schedule.

This effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the study process. These briefings will take place in person or via a telephone call or an email between the Airport project manager and Consultant’s project manager or approved staff. These briefings will include status reports of current work, upcoming meetings and work effort and discussion of any challenges in the study effort which may affect the schedule, process or budget.
PUBLIC INVOLVEMENT

4.0 Public Involvement Plan

Introduction & Purpose:
Public involvement will be a key component to the successful development of the Fillmore County Airport Master Plan. The purpose of this plan is to identify the goals and objectives of public involvement related to this study and to clarify details for the master planning process.

The general public is most often unaware of the contributions an airport provides to the health and vitality of a community, including how an airport’s infrastructure strengthens the local economy. When airport building areas or runways need to expand to support existing and future demand, the public often views the expansion negatively. As a result, it is vital to understand airport user needs, perspectives of the public and state and federal review agencies, and the tradeoffs between the alternatives being considered. Developing this understanding, sharing this information between stakeholders, and considering the input received will provide a strong foundation for the future projects ultimately identified in the Airport Master Plan.

This Public Involvement Plan includes proactive outreach strategies. It focuses on:

- Identifying “key influencers” in the community who may be leaders among certain community networks and/or who have the ability to influence others positively or negatively about the Airport’s plans.
- Positive two-way communication with all stakeholders, including the public and state and federal environmental review agencies.
- Providing forums to educate the public regarding Airport needs, benefits, opportunities, and project rationale, as well as share the public’s comments and concerns so they can be addressed in a proactive manner.

5.0 Public Involvement Meetings
The Public Involvement Plan for the Fillmore County Airport Master Plan contains the following meetings:

Master Plan Advisory Group
Purpose: The Master Plan Advisory Group (MPAG) will provide input on information being considered and findings being developed throughout the Airport Master Planning process. The MPAG will help assess Airport issues and needs and be a vital part of the overall project. This group will act as a sounding board for proposed development alternatives, as well as be a conduit for information among various interest groups throughout the community. Interaction with the Airport Manager and the MPAG will be essential for the review and assessment of project information that will ultimately be incorporated into the Airport Master Plan.

Description: The MPAG will include the Airport Manager and other representatives as follows:

- County Board
- Airport business representation
- Economic Development Committee
• Federal Aviation Administration Airport District Office (FAA ADO)
• Minnesota Department of Transportation Office of Aeronautics (MnDOT)
• Staff from Fillmore County’s planning department/Zoning Board
• City and/or Township staff
• Others as necessary

The MPAG members each represent an area or stakeholder group, and will be expected to share their perspective with the MPAG, as well as take information back to the groups they represent. The Consultant and the Airport Manager will work through each represented entity to identify their appointed liaison. The Consultant team will lead the preparation and facilitation of the MPAG meetings and distribute meeting notices and summaries for up to six (6) MPAG meetings to be held at the Airport. Meeting graphics and presentations will be prepared for each meeting. The meetings will be used to solicit information and responses from the County Board and MPAG members regarding information presented by the Consultant. Consultant staff will send invitations two weeks before the MPAG meeting.

Meeting materials, handouts, and meeting summaries will be provided for each MPAG member. This will also include one hard copy of the working documents for each of the project work items.

Since the resulting documents of the overall study effort will be the property of the Fillmore County Airport, it is important for Airport officials to act as the final sounding board for information contained in any final work products associated with the study. The Airport Manager is responsible for the final review and approval of all changes recommended by the MPAG as they pertain to the documents developed by the Consultant. This process will streamline the overall project flow and provide for a more refined approach to the review of the various documents which will be developed and form the Airport Master Plan. If questions regarding comments need to be addressed, this can be accomplished by either telephone calls or email for review and clarification.

Project Meetings
Purpose: Project coordination meetings are held to address specific elements that do not require the direct involvement of the MPAG.

Description: Other meetings may be held during the project with project stakeholders, including the Sponsor, as needed to review elements to provide direction. Anticipated meetings include the following:

1. Discuss aviation forecasts, facility requirements, & initial alternatives with FAA and MnDOT Aeronautics (3 meetings)
2. Review preliminary alternatives with Sponsor and/or FAA and MnDOT Aeronautics (1 meeting)

Sponsor staff will attend scheduled project meetings either by phone or in person. Additional meetings will be accommodated with the existing project management scope as much as possible; otherwise they may be considered Other Project Meetings. Updates with the County Board are included in a separate sub-task.

Public Information Meetings
Purpose: To gather input and inform the broader public and other stakeholders of the progress of the Airport Master Plan.

Description: One (1) Public Information Meeting will be held to share information and receive meaningful input from property owners and other stakeholders on planning considerations that have yet to be identified. The specific format for each meeting will be determined by the MPAG and the Consultant. Examples of possible formats include:

• Open house format where interested persons can view various graphics and ask questions in a very casual environment
- Workshop format where a formal presentation can be given along with a working session to solicit information from interested citizens

The Consultant is responsible for preparing the meeting notice, presentation, necessary graphics and handouts and will have up to three (3) staff available for the public information meeting. The Airport is responsible for costs associated with advertising and placing appropriate notices to inform the public about the various meetings and workshops, as well as for securing an appropriate location in which to conduct the meetings.

**Meetings with Local Landowners, Residents & Businesses**

**Purpose:** To provide opportunity for one-on-one and small group discussions to better understand and provide input into this process.

**Description:** The Sponsor has a strong commitment to get to know the potentially affected stakeholders, to listen and understand their issues, to generate alternative solutions, and to articulate and clarify the key issues. The Airport Manager will generally be meeting with local landowners and residents directly. If desired by the Airport Manager, Consultant staff will provide meeting materials and/or attend meetings at an hourly rate. Twenty-four (24) hours of Consultant staff time has been budgeted to assist with these anticipated tasks. The Airport Manager will provide a summary of the meeting.

**County Board Updates/Meetings**

**Purpose:** To provide regular updates to the County Board on key information, the status of the planning process, and obtain input.

**Description:** The Consultant’s role will be to provide staff support to the Airport Manager and assist with up to three (3) total presentations to the County Board. The intent is to discuss progress and issues, build understanding for the factors influencing recommendations, obtain consensus on the draft findings, and listen to and consider elected and appointed official comments and concerns. Meeting presentations, graphics, and handouts will be prepared.

### 6.0 Public Involvement Materials

The Public Involvement Plan for the Fillmore County Airport Master Plan contains the following materials:

**Project Website**

**Purpose:** To provide user friendly, easy internet access to information about the project and provide a “submit comment” feature for the public to provide comments about the project through the web.

**Description:** A project website will be developed and updated at specific milestones (every other month) to help inform the public and solicit feedback about the project. Project information will be posted on this website and used for dissemination of information related to the project, including upcoming public meetings. The project website will be hosted by the Consultant for the duration of the planning project. It is beneficial if the County includes on its website a link taking the viewer to the project website. The Consultant will provide the Airport Manager draft content for approval prior to uploading onto the project website. An online comment page will be placed on the project website and any comments received will be read and then forwarded to the Airport Manager for action, if needed.

**Meeting Minutes**

**Purpose:** Meeting minutes document important information shared, subsequent discussions, and decisions made at each meeting. These documents serve to create a “paper trail” of decisions made during the life of the project. Meeting minutes will serve as a general summary of each meeting.

**Description:** The Consultant will develop meeting minutes after each MPAG and project meeting.
Meeting minutes will be distributed to the Sponsor and meeting attendees electronically in PDF format.

**Early Environmental Review Agency Outreach**

**Purpose:** The purpose of Early Environmental Review Agency Outreach efforts is twofold:

1. Share identified Airport user needs
2. Obtain information about what planning or environmental factors should be considered by the Sponsor as alternatives are developed and evaluated

**Description:** Existing informational data and mapping will be used to evaluate environmental factors identified during the Airport Master Plan process. A summary of the existing conditions obtained will be developed. Information gathered will be used in the planning process at key points in the study.

**DATA COLLECTION AND ANALYSIS**

**7.0 Data Collection**

The initial step in the inventory process will be to review previous planning, environmental, and other issue-specific studies undertaken for the Airport to determine their continued validity. Federal and State aviation plans, as well as plans from Airport tenants will be investigated as appropriate.

**Airport Planning Documents**

The Consultant will identify and review existing Airport planning documents to assist in developing a comprehensive base of information to be used in the planning process. The Airport shall provide copies of any existing electronic files which may be of assistance in developing the ALP update, as well as reports or studies which contain information related to the planning topics identified within this scope. These may include documents such as, but not limited to the following documents:

- Current and previous master plans and airport layout plans
- Recent environmental NEPA documents
- Airport operational information (i.e. based aircraft, fuel sales, policies/procedures)
- Airport financial records (i.e. revenues/expenses, lease information)

**Community Information**

Consultant shall coordinate with and obtain existing GIS database information from the County and shall use the collected data resource information for the various work tasks. An inventory of existing land use, County Comprehensive Plans, zoning, and related regulations will be completed.

**Detailed Airport Information**

An inventory review of financial and legal information related to the financial condition, Airport policies, administrative regulations, grant status, Airport use and lease agreements, and other Airport user agreements which affect the financial management of the Airport and which will affect the financial reasonableness of implementing the Airport Master Plan CIP will be completed.

**Airport Property**

The Consultant will perform an Ownership & Encumbrance (O & E) report with assistance from an abstract or title company for property that the airport owns in fee, has a lease interest, an easement interest, and/or the area the planned for potential future acquisition. A narrative will be provided in the Master Plan describing the parcel information and encumbrance status including FAA approval or steps necessary to achieve conformance with FAA Grant Assurances. This inventory effort will include the following to obtain available title/deed/easement information of Airport property interests:

- Coordination with MnDOT Aeronautics and FAA ADO to obtain any available property information
- Research at County Recorder’s office for easements or other encumbrances on adjoining lots and on platted Airport lots
- Obtain any existing Airport property information from County staff
- Obtain online account with Fillmore County
- Prepare Base Map with Airport property
- Map all legal descriptions associated with airport property/interests and other encumbrances on existing and/or planned potential future Airport property
- Tabulate Airport property information as part of Base Map
- Preparation of an Exhibit A map conforming to the FAA Standard Operating Procedure
- Submit collected O&E information to FAA and MnDOT Aeronautics

8.0 Existing Airport Review

Site Inspection
The Consultant will conduct an on-site visual inspection and review secondary sources, to prepare a description and inventory of existing airfield and landside facilities. This inspection will likely not be able to be held in conjunction with one of the team meetings, and a separate trip will be anticipated.

The current 5010 Master Record, basbedaircraft.com, 2006 ALP Update, site inspections, and as-built facility plans will serve as the basis for the majority of the inventory information. Items to be inventoried include:
- Runways and taxiway (including pavement condition taken from previous studies)
- Apron and ramp areas (including pavement conditions taken from previous studies)
- A/D building and offices
- General aviation facilities
- Airport access roads
- Maintenance facilities
- Hangars
- Ground access, circulation, and auto parking
- Fuel facilities
- Existing and proposed uses of Airport property
- Airfield lighting
- Landing aids and instrumentation
- Wind data (new data to be acquired from National Climatic Data Center)
- Runway Protection Zones and Obstructions
- Runway Safety Area

Built & Natural Environment Considerations
Environmental factors and constraints will be an important consideration during the development of improvement alternatives. Work effort includes research and review of existing NEPA documents, environmental reports, maps, and databases showing environmental or physical attributes that may represent constraints. Data will be compiled into composite planning consideration drawing(s) illustrating the constraints. This task will rely mostly on data available from existing sources, and will not include new field investigations or delineation surveys. Effort will include coordination with the County, resource agencies, and research into County Code to research environmental constraints, including but not limited to land use zones, wetlands, floodplains, protected wildlife, and other natural or man-made features.

Existing Facilities Summary
The data collection and inventory effort will summarize the historical and existing facilities and conditions at the Airport as well as information and direction necessary to develop the Airport Master Plan Update. Deliverables from this Data Collection and Inventory task will include a brief summary including text and graphics pertaining to the existing facilities at the Airport along with existing land use, zoning, County Comprehensive Plans, previous planning studies, etc. This summary will serve as the draft copy of the inventory chapter of the Airport Master Plan Update.

9.0 Aviation Demand Forecasts
Development of projections of aviation demand is a key element in the planning process and is important data
to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development.

Projections of short-, mid-, and long-term demand levels (i.e., 5-, 10-, and 20-years) will be developed. As part of this element, appropriate regional, state, and national aviation trends and existing projections will be investigated.

The Sponsor will provide the Consultant with available Airport operational information, which would include but is not limited to fuel sales and based aircraft. Historical aviation activity will also be analyzed for the Airport by demand component. Existing projections from the FAA’s Terminal Area Forecast (TAF) and State forecasts will also be utilized.

**Airport User Survey**
A comprehensive Airport user survey will be developed in coordination with Sponsor staff to obtain local Airport operational information. A separate general aviation and business survey will be developed. The user surveys will be developed by the Consultant, administered online and the results will be tabulated and distributed to the Sponsor. Information on how to access the survey will be provided to the Sponsor. It will be the responsibility of the Sponsor to distribute information on how to complete the user survey to local pilots. Any specific follow-up interviews via phone or e-mail will be completed by the Consultant to obtain necessary information. Other follow-ups will be completed by the Sponsor at their choosing.

**Aviation Forecasts**
Through the Airport records, historical activity research, existing projections, user survey, and follow-up interviews; data will be obtained on activity levels showing local/itinerant operations and approach type/design group, in addition to critical design aircraft and based aircraft by approach type/design group. The following components of aviation demand will be projected for 5-, 10-, and 20-years:

- Aircraft operations
  - General aviation (local/itinerant)
  - Military
- Based aircraft
- Aircraft fleet mix (based/itinerant)
- Critical design aircraft
- Instrument approaches

Projections of aviation demand will be developed using standard FAA forecasting methodologies, such as share of the market, regression analysis, time series analysis, and trend line analysis. Peak hour aircraft operations will also be developed using best available data and consultant-developed factors.

Results of this element will be used to determine future needs for airside, landside, and support facility components at the Airport. Methodologies used in this task will be reviewed with the Sponsor and the FAA Airports District Office before the element is finalized. Close coordination will be maintained to ensure acceptance of the projection approach. The aviation forecasts will be reviewed and approved by the FAA before proceeding further with the Airport Master Plan study.

**Deliverables**
Deliverables associated with this task will include a report which summarizes, with appropriate graphs, charts, maps, and drawings, the methods and results of the projections of aviation demand. Once reviewed by the FAA, these findings will be used as part of a chapter in the final Airport Master Plan report.

**10.0 Demand/Capacity Analysis**
Within this task, current activity levels will be compared to the Airport's operational capacity using established FAA criteria and the findings from previous work efforts (i.e. inventory, and projections). The Consultant will
review the existing runway configuration to determine its capacity and limitations. The capacity of the Airport’s existing aviation facilities will be compared to demand projections for the short-, mid-, and long-range planning periods (5-, 10-, and 20-years). The existing Airport will be reviewed for any FAA safety enhancement opportunities.

Airside facilities at the Airport will be analyzed. Using the FAA's methodology for calculating annual service volume (ASV), the Airport's annual operational processing capacity will be estimated. Inputs for this analysis include aircraft fleet mix, navigation aids, physical orientation of runways and taxiways, spacing of taxiway exits, percentage of the Airport's training activity, and peaking characteristics.

Landside facilities at the Airport will also be analyzed in terms of capacity and ability to accommodate current demand. Using FAA guidelines, as well as consultant-developed factors, capacities of landside facilities such as hangars and apron space will be determined. To determine their adequacy, these capacities will be compared to current and projected demand identified during the inventory and forecast elements.

**Deliverables**

Deliverables for this task include a summary of the findings which will be used as part of a chapter in the final Airport Master Plan report.

### 11.0 Facility Requirements

Required facilities will be identified through the inventory of existing facilities and the capacity analyses when compared to projections of aviation demand. Anticipated timing of required improvements will also be identified. FAA Advisory Circulars (AC) referenced as part of this task will include but not be limited to: AC 150/5300-13A, Airport Design; FAR Part 77, Safe, Efficient Use, and Preservation of Navigable Airspace; 150/5060-5 Airport Capacity and Delay, and 150/5070-6B Airport Master Plans.

Tabulated wind data will be obtained from the National Climatic Data Center for the most current 10-year data. Full All-Weather and IFR wind roses will be prepared for use in the Airport Master Plan and the ALP update.

Utilizing current FAA planning criteria, the Consultant will review the facility needs based on projected future activity and the Airport's role in the local, regional and national aviation and economic system. Facilities to be analyzed using best available information include:

- Approaches
- Runways
- Runway Safety Areas
- Taxiways and taxilanes
- Aircraft apron areas
- FBO, corporate, and general aviation facilities
- Aircraft storage and hangar areas
- Support facilities such as maintenance and utilities
- Fuel farms
- Airport access and circulation

Future requirements will provide the basis for evaluating alternative development actions that might be adopted to satisfy the need for improved facilities. The facility requirements analysis for the Airport will focus on a number of specific issues that are most important to the Airport's future growth and development. The alternatives analysis will identify, review, and evaluate options for accommodating these activities in their existing location over the planning period. The objective of the facility requirements analysis will be to ensure that each of the Airport’s functional aviation areas has long-term flexibility and growth potential that will enable response to changing demand scenarios. Facility requirements will generally be tied to the 5-, 10-, and 20-year demand projections developed as part of this study. The ADO has identified a need for Airport Master Plans to identify any Airport design deficiencies. A summary of the existing Airport’s conformance with FAA
existing Airport design standards will be completed in this section.

**Deliverables**

Deliverables for this task will include summaries of the facility requirements for review by the Sponsor, MPAG and FAA. This summary will be used as part of a final chapter in the Airport Master Plan report.

**12.0 Alternatives Analysis**

Consultant will develop and document feasible alternatives for the development of the Airport’s facilities, based on the results of the previous tasks. Each of the alternatives will be graphically illustrated, as appropriate, and presented to the Airport and MPAG for review and consideration. These alternatives will take into consideration the long-term development of the Airport, while also planning for the near-term implementation of projects. The alternatives developed will also be foundational for use in future environmental review documents.

The next step in the alternatives analysis will be to identify potential alternatives for meeting future facility requirements. Alternatives will be identified, graphically depicted, and evaluated based on demand projections, the capacity analysis, and facility requirements determination. Once reasonable development alternatives have been identified; their merits and deficiencies will be compared. Factors to be considered in the evaluation may include:

- FAA Design Criteria
- Safety Standards
- Capacity Recommendations
- Expansion Potential
- Compatibility Issues (including Land Use/Zoning and RPZs)
- Off-Airport Development Potential
- Operational Impacts
- Economic Impacts
- Environmental Impacts
- Overall Feasibility
- Clear Airspace

Other factors may include sustainability. Basic sustainability goals and objectives may be developed through discussions with the Sponsor, and may be used to evaluate each alternative and its ability to meet and/or comply with these standards. No additional special studies related to sustainability will be completed in this scope of services. Airfield and hangar/terminal area alternatives will be evaluated independently. It is assumed that up to three (3) airfield alternatives will be developed, and up to five (5) building area alternatives will be developed. Each alternative will include a graphic depiction of the layout. Input from the MPAG will be solicited about desired airfield and hangar/terminal alternatives.

The alternatives will be quantitatively and qualitatively ranked, according to their performance against safety, capacity, and compatibility criteria. A preferred development alternative for each of the functional components will then be selected by the MPAG. Location options and development needs for support facilities will be reviewed and investigated as part of this phase of the alternatives analysis.

The alternatives analysis will result in identification of a recommended course of action for the Airport to follow over the ensuing 20-year planning period. The logic and justification for following the recommended plan will be detailed. At this stage of the study, the plan will be conceptual in nature and will be subject to further refinement, particularly through the financial feasibility analysis, environmental overview, and as detailed layout plans are prepared in subsequent tasks.

**Deliverables**

Deliverables for this task will include graphics and text as appropriate to summarize and document the merits
of each alternative developed. This information will be presented in a working paper format which will ultimately be included in the Airport Master Plan report document. Should incompatible land uses be located within the future or ultimate Runway Protection Zones (RPZs), an RPZ Alternative Analysis will be completed for FAA review.

13.0 Environmental Overview

The objectives of this task are to prepare a summary of any environmentally sensitive features of the Airport and the potential impacts upon those as part of the recommended development plan. The inventory will include readily available information and review the following:

- Potential environmental impacts of the selected airspace/land use/airfield/landside plan to allow refinement of the plan.
- Potential significance of the impacts.
- Possible abatement and mitigation measures which may reduce or eliminate any potentially significant adverse impacts.
- Prior environmental documents.
- Current site conditions at the Airport.

A preliminary overview of environmental resource categories known or easily visible upon site inspection will be done in conformance with the most current FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, FAA Advisory Circulars and applicable federal, state and local regulations. Any of the other environmental resource categories where an impact may be anticipated will be identified as a potential impact.

The environmental overview is not intended to be a substitute for a National Environmental Policy Act (NEPA) document. It is to provide information on obvious environmental resources applicable to the Airport. For master planning it is not necessary to carry out substantial investigations such as cultural resource studies or wetland delineations or to define all environmental factors needed for a NEPA document. This scope of work does not include the depth of NEPA review to meet the requirements of an Environmental Assessment or Environmental Impact Statement. It is intended to be used as a basis for these documents which would be completed in a separate effort beyond this Master Plan.

The environmental overview will include the following environmental inventory items and contain appropriate discussion in the Airport Master Plan report:

**Aircraft Noise**

Aircraft noise is a component of Airport operations that, when evaluated, identifies the influence of Airport activity beyond Airport property. A detailed noise evaluation will not be performed as part of this master plan study. A short summary of the FAA noise impact thresholds will be discussed. But if recommended at a later date can be added back in under the “Additional/Optional Services” Task.

**Compatible Land Use**

Provide a short narrative of compatible land uses per various FAA Advisory Circulars and State criteria.

- Location of Land Use Compatibility
- Identify zoning and/or platting within the Airport vicinity for land use compatibility including guidance documented in existing comprehensive plans
- Location of landfills, sewage treatment lagoons, wetlands
- Location of known DOT 4(f) land within a one-mile radius of the Airport (recreational and historic)
- Location of possible planned water features within 10,000 feet of Airport Reference Point
- Location of floodplains and floodways
- Prime and unique farmlands on Airport or projected to be acquired for the Airport
This task will include a discussion of compatible land use issues in the Airport Master Plan report. To the extent necessary, based on changes in the existing land use and other conditions identified in the inventory portion of the Airport Master Plan, a land use plan will be developed that depicts the existing and recommended land uses for all land within the Airport property boundaries and in the surrounding vicinity of the Airport (generally defined at one mile of the runway ends and one-half mile parallel to the sides of the runway).

The Airport Master Plan will specifically categorize and identify proposed facilities and land use compatibility recommendations in accordance with applicable local, State, and FAA standards. Recommendations for local comprehensive plans will be completed and documented in the Airport Master Plan report.

**Historic and Archeological**
An assessment of the local area and/or Airport environs will be completed to identify existing resources that have been recorded. The assessment will include a literature search at the State Historic Preservation Office (SHPO) to identify known archaeological sites and recorded properties on the National Register of Historic Places (NRHP). The assessment will be completed prior to alternative development during the Master Plan process. No on-site evaluation of structures or field survey will be conducted as a part of this project.

**Water Quality**
Review existing site drainage conditions and concerns:
- Appraise and map existing Airport drainage facilities including streams, culverts, ditches, drains, drainage control structures, berms, secondary containment, piping, and direction of flows
- Map future Airport drainage facilities

**Fish, Wildlife, and Plants**
Short narrative describing wildlife habitat and potential wildlife hazard issues.
- Literature/other review for endangered species and habitats on/near Airport.
- Literature/other review for fish, wildlife, plants, habitats, and migration routes on/near Airport
- Conduct a one to three day Wildlife Hazard Site Visit and complete a Wildlife Hazard Management Plan; incorporate findings of the site visit and management plan into the Master Plan
- Summarize current wildlife controls – fences, mitigation, permits

**Hazardous Materials and Solid Waste**
Review site records for known hazardous and solid waste issues associated with the Airport.
- Determine location of potentially contaminated areas
- Locate and size fuel storage, dispensing, and containment
- Locate and size agriculture operations, storage, mixing, and containment
- Location and type of maintenance activities

A Recycling Management Plan will be completed by the Consultant to meet new FAA requirements as outlined in Program Guidance Letter 12-08 and FAA Advisory Circular 150/5070-6B, Change 2, *Airport Master Plans*. These components will be added to the environmental evaluation in this task. The work will include the following:
- A waste audit;
- The feasibility of solid waste recycling at the Airport;
- Minimizing the generation of solid waste at the Airport;
- Operation and maintenance requirements;
- The review of waste management contracts; and
- The potential for cost savings or the generation of revenue.

Technical guidance has been released from FAA on the requirements of a Recycling Management Plan. The scope of this work will meet the requirements available at the time of this agreement. Additional FAA
guidance released during this project will be utilized as much as possible without increasing project cost.

**Wetlands**
Discuss presence of wetlands on Airport property. Wetlands data will be taken from National Wetland Inventory Maps available, visual observations, or other available records. This information will be completed prior to alternative development during the Master Plan process.
- Map NWI wetland determinations
- Map other “wet lands” noted but not formally delineated.
- Map FEMA floodplain and floodway.

**Deliverables**
Deliverables for this task will be incorporated into the appropriate chapters such as existing conditions and alternatives development and evaluation. Any refinements to the preferred alternative based on the environmental analysis will be discussed in a white paper, and incorporated into the Airport Master Plan report.

### 14.0 Implementation / Financial Feasibility Analysis

The Airport Master Plan will identify various projects that are necessary to implement the preferred alternative. The Consultant will formulate a list of projects according to applicable local, State, and Federal needs identified in this planning study. Cost estimates for the project will be developed to support this element of the Airport Master Plan. A preliminary Airport implementation plan will be developed to help determine the desired sequencing of projects identified for development. A 20-year Airport Capital Improvement Plan (ACIP) will be updated as part of this task. The ACIP will identify the triggering events to signify the start of the projects, sequencing of projects, and projects that logically should be linked together. This task will include an analysis that will demonstrate the Sponsor’s ability to fund the projects developed in the facilities requirements phase and scheduled through the phasing plan.

**a. Existing Airports Financial Structure**
This task will review the Airport’s existing financial structure including revenue and expenses. This will consist of all current Airport contracts and informal business relationships on the Airport involving revenue producing areas such as, fuel facilities, fixed based operators and leased areas (hangar and land), both short and long term. This will formulate the base for capacity for the funding of future projects.

**b. ACIP Financial Feasibility Plan**
The ACIP will be assimilated with the development phasing plan for the Airport and future funding sources will be identified for the improvement projects of each phase. The potential funding sources will be clearly identified for each year of the financial plan following the anticipated schedule of the ACIP. The standard funding sources will include non-Primary Entitlement Funds, Federal Discretionary, State Apportionment, State, Airport Revenue and Local General Funds. Changes/increases in local revenue sources will be identified at each stage of recommended development based on the projected increase in users at the Airport. This section will not identify changes to rates and charges at the Airport. This section will include a summary of the projected future expenses to determine if projects represented on the ACIP will be feasible now and into the future.

**Deliverables**
Deliverables will be one of the final chapters in the Airport Master Plan report. This chapter will include detailing the historical and existing revenue and expenses, historical cash flow, the funding plan for the ACIP, and an overall summary of the cash flow analysis over a 10-year planning period.

### 15.0 Documentation
An effective Airport Master Plan report places emphasis on developing concise, effective study documentation.
Several types of materials will be produced to document the planning process as noted below. The report sections or chapters will be provided for FAA and local review, as will the draft and final documents.

**Airport Master Plan Report**
The Consultant shall prepare twenty (20) paper copies of the draft and final Airport Master Plan Reports which will summarize the planning process and document the findings of the elements outlined in this scope of services. This report will be written so that it can be easily understood by the general public. The final product will include a locally adopted Airport Master Plan report.

Anticipated sections/chapters of the Airport Master Plan report include:

- Introduction
- Airport Inventory
- Aviation Demand Forecasts
- Demand/Capacity and Facility Requirements
- Alternative Analysis
- Environmental Overview
- Preferred Alternative (if necessary)
- Financial Implementation Plan
- Appendices

Electronic files of the Airport Master Plan report in Adobe PDF format will also be provided to the Sponsor, and be posted on the project website. It is recommended that the Sponsor post the Airport Master Plan report on the Sponsor’s Airport website for on-going reference.

Hard copy drafts of the Airport Master Plan will be sent to FAA (one hard copy) and MnDOT Office of Aeronautics (two hard copies) to provide an opportunity for review and comment. One (1) final paper copy and one (1) electronic copy of the Airport Master Plan will be sent to FAA and MnDOT Office.

**TASK 2 – SURVEY**
Existing airport infrastructure and obstruction data will need to be collected in order to accurately develop the ALP and to satisfy airspace obstruction requirements. Topography information, tree obstructions, and existing airport infrastructure will need to be collected in order to accurately determine the effort needed to move forward with future development projects at the airport. A ground survey will be used to gather the necessary information which will also be used to complete the ALP which is described in Task 3.

**TASK 3 – AIRPORT LAYOUT PLAN UPDATE**
The Airport Layout Plan (ALP) will be updated to show development recommended in the Airport Master Plan for the Airport over the 20-year planning period. Consultant will build upon the base mapping and obstruction data produced in Task 2 – Aeronautical Survey to create base files and ALP sheets in ESRI’s GIS format. All relevant tables included on the ALP will be documented in the appropriate section of the Airport Master Plan. All ALP files will be provided to the Airport at the end of the study.

**1.0 ALP Production**
The Consultant will produce an ALP set in accordance with the FAA Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) 2.0, and applicable State of Minnesota standards. Preparation of the ALP will be based on the findings of the previous tasks and will include the following individual drawings:

- Title Sheet
- Airport Layout Plan Drawing (Existing & Future)
- Airport Layout Plan Drawing (Ultimate), if applicable
- Airport Airspace Drawing
- Runway 11 Inner Portion of the Approach Surface Drawing
- Runway 29 Inner Portion of the Approach Surface Drawing
- Building Area Drawing(s)
• Land Use Drawing
• Airport Property Map / Exhibit A

This work includes an update to the Exhibit "A" Airport Property Map to comply with FAA Standard Operating Procedure for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps 3.0. Data collection related to this effort is identified in Task 1.

The Airport Layout Plan will consist of 22" x 34" (ANSI D) sheets, containing sufficient data to obtain approval from MnDOT and FAA. The Consultant will prepare draft versions of the ALP for Airport review. Following Airport approval, copies of the ALP will be sent to MnDOT for review by their Airport development, planning, and operations staff. Comments will be incorporated into the ALP for submittal to FAA for review. A signed copy of the FAA ALP checklist and a list of changes from the previous ALP will also be submitted with the ALP submittal to the FAA ADO for review. If acceptable to the ADO, an electronic version of the ALP will be prepared and uploaded to the Obstruction Evaluation Airport Airspace Analysis (OEAAA) online portal for FAA Lines of Business review. The ALP will then be published as a final document for distribution upon receipt of FAA airspace review. The documentation will include the following:

- Two (2) Airport draft ALP sets (1 for Consultant and 1 for Sponsor review)
- Four (4) FAA ADO and MnDOT draft ALP sets (1 for Sponsor, 1 for MnDOT, 1 for FAA ADO, and 1 for Consultant)
- Five (5) final ALP sets for FAA and Sponsor signature (2 for Sponsor, 1 for the FAA, 1 for MnDOT, and 1 for Consultant)
- Two Disks (2) of Adobe PDF drawings of the final approved ALP
- GIS shapefiles of the ALP (future elements not to any FAA Airports GIS standard)

The Consultant will develop a transmittal package for each draft submittal which contains required supporting documentation for MnDOT and FAA review.

Preparation of these documents will be coordinated closely with MnDOT, FAA ADO, and Sponsor staff. Final documents will reflect appropriate responses to comments received on draft materials from all reviewing agencies. Deliverables will include an FAA approved ALP.

2.0 Project Management

This ALP effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the ALP process. These briefings will take place in person or via a telephone call or an email between the Sponsor and Consultant’s Project Manager or approved staff. These briefings will include status reports of current work, and discussion of any challenges in the study effort which may affect the schedule, process or budget.

TASK 4 – FUNDING ADMINISTRATION

Funding Administration is necessary to assist the Sponsor with obtaining funding for the proposed project. Work items are related to the tasks outlined as requirements to formulate, program, obtain, and close the grant for the project. This includes the preparation of necessary FAA environmental documentation and compliance
with Disadvantaged Business Enterprise (DBE) requirements. The following tasks will be completed:

1.0 Grant Application and Administration
The Consultant shall update the Airport Capital Improvement Plan (ACIP) for the Airport as it relates to the Airport Master Plan and ALP project so that the project is identified for funding. The ACIP will also be updated at the end of the planning project to show new 5-year planned Airport improvements.

FAA project programming papers will be prepared to provide FAA necessary detail about the project for funding. Up to one (1) FAA grant application package for the project will be prepared and submitted to FAA. This will include a funding summary, project description, agreements for work to be performed, and a grant request letter.

2.0 DBE Plan or Update
Because this project will use more than $250,000 in Federal funds in one fiscal year, an updated DBE program will need to be developed or updated to meet current 3-year program standards. This information was completed with the runway project included in the same grant as this Master Plan project.

3.0 Quarterly Performance Reports
The Consultant shall prepare one (1) FAA Quarterly Performance Report for each quarter the Airport Master Plan grant is open.

4.0 Prepare Environmental Documentation
No Environmental Documentation will be prepared as a part of this project.

5.0 Project Closeout
The Consultant shall prepare one (1) FAA short-form grant closeout report for the grant to cover the projects identified in this scope of services. This work includes research to determine final project costs, preparation of the report, coordination with the Airport, State, and FAA ADO for review and preparation of final documents for Airport approval.
D. **Orientation**

1. The Department Head shall be responsible for orienting new employees to:
   a. Job duties and responsibilities;
   b. Hours of work, lunch and rest periods;
   c. Layout of facility;
   d. Performance appraisals;
   e. Recording of hours worked;
   f. Scheduling and Reporting of leaves;
   g. Overtime/Comp Time;
   h. Expense reimbursement, if applicable;
   i. Other County and departmental policies and rules.
   j. Use "New Employee Orientation Checklist" to ensure all items are reviewed. Signed form shall be returned to Coordinator's Office.

2. The Coordinator's office shall be responsible for orienting new employees to:
   a. Probationary Period;
   b. Medical/ Dental insurance benefits;
   c. Life insurance benefits;
   d. Holiday Schedule;
   e. Paid Time Off benefits;
   f. Other leaves of absence;
   g. Retirement benefits;
   h. Other benefits, as applicable;
   i. Payroll procedures;
   j. Termination notice requirements;
   k. Union obligations, if applicable;
   l. Personnel records- location, retention, and access.

E. **Applications**

All applications for County positions shall be obtained and processed through the Coordinator's office. Applicants must submit a new application for each position. **Fillmore County only accepts application for current, vacant positions.**
MCIT’s success can be attributed to its members’ loyalty. MCIT has earned that loyalty by being willing to evolve to better address the changing needs and expectations of the counties.
OF THE COUNTIES, FOR THE COUNTIES

MCIT Mission: Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services.

Minnesota Counties Intergovernmental Trust is a joint powers entity made up of counties and associated public entities that pool resources to provide property, casualty and workers' compensation coverage to members, along with risk management and loss control services.

The MCIT Board of Directors is elected by member counties. The board sets the strategic direction, oversees finances, provides resources to achieve the goals and ensures the efficient and effective operations of the Trust.

Important Developments
In late 2014, the MCIT Board voted to conclude MCIT’s 25 year partnership with its principle service provider, Meadowbrook Insurance Group (MIG). By 2018, underwriting and property/casualty claims administration will be the responsibility of MCIT. When this transition is complete, MCIT staff will perform all functions necessary to the program. As a result of this change, the MCIT staff will grow from 37 to nearly 50 to assume the duties previously performed by MIG.

To prepare for assuming these new functions and to update several existing software systems, MCIT is undertaking a massive software conversion. All MCIT claims, underwriting, financial, member services, risk management and loss control data will be consolidated into one fully integrated system by the end of 2017. The new system will enhance MCIT’s ability to access data and respond to member inquiries, and is expected to increase efficiency and reduce operational costs. Conversion is occurring in phases during 2017 and is not expected to affect members.

POOLING BENEFITS MCIT MEMBERS

- Specialized coverage and services to meet members’ needs
- Leadership’s decision making is transparent
- Member representatives make up the board of directors and are responsive to member needs
- Reduced regulatory constraints
- No profit motive
- Tax exempt
- No commissions
- Investment income is shared with members as appropriate
- More aggressive defense strategies

MCIT MONITORS RISKS AND TAILORS COVERAGE

MCIT watches legislation, court rulings, operational changes, as well as the economic landscape and evolving role of county government.

When appropriate MCIT has modified coverage to address members’ changing exposures. Recognizing the increasing exposure to counties of conducting business electronically, effective Jan. 1, 2017, MCIT replaced its data compromise expense endorsement with a comprehensive data compromise and computer attack coverage solution issued and administered by Hartford Steam Boiler (HSB).

Coverage provides an annual aggregate limit of $50,000 for each of the following coverage sections (some sublimits apply):

1. First-party data compromise response expense coverage (expense for notification, credit monitoring, legal review, outside computer experts)
2. Third-party data compromise defense and liability coverage (defense and associated liability costs arising from an individual affected by a data breach)
3. First-party computer attack coverage (hack or unauthorized access, virus or malware attack, cyber extortion or ransomware claims.)
4. Third-party network security coverage (defense and associated liability costs arising from a claim brought by a third party who alleges the members’ systems security failed that resulted in damage to them)

The HSB program also offers a team of experts who are available to members in the event of a covered claim.
**AUTO:** This includes both physical damage and liability claims. The most frequently reported claims include high frequency but low severity claims such as broken windshields and hail damage. More expensive physical damage losses are often due to hitting animals or other vehicles. Generally less expensive liability claims include backing into another’s vehicle. More costly liability claims involve a third party when the driver or passenger in another vehicle is injured or killed.

**PROPERTY/INLAND MARINE:** Typically these are large weather-related claims, such as damage from tornadoes, wind, lightning, fire and hail.

**GENERAL LIABILITY:** Many of these are slip, trip and fall accidents, and the cost is usually small for each. However, many small claims can add up to a large total dollar amount.

**PUBLIC EMPLOYEE LIABILITY, LAW ENFORCEMENT LIABILITY AND LAND USE DEFENSE:** These categories include claims related to employment (e.g., wrongful termination, discrimination, harassment), violations of the Driver’s Privacy Protection Act, excessive force, inmate deaths and suicides, and land use decisions. They are typically the most expensive claims because they fall under federal laws and are not subject to state tort caps and often allow recovery of plaintiff’s attorney fees.
EFFECTS OF WORKERS’ COMPENSATION CLAIMS

The frequency and severity of work-related injuries and illnesses is used to develop each member’s experience modification (mod) factor. This unique factor then becomes part of the formula to determine a member’s annual workers’ compensation contribution. Other factors affecting the member’s contribution include amount of payroll in each employee class code and the rate for each class code. With all factors remaining the same, a mod of 1.0 does not change contribution and reflects expected claim development. A factor greater than 1.0 can increase the contribution, whereas a factor less than 1.0 can decrease contribution.

FILLMORE COUNTY WORKERS’ COMPENSATION ANALYSIS

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</table>
Since its creation in 1979, MCIT has grown from a fledgling organization into one of the nation’s premier risk pools. The lessons learned about disciplined underwriting, aggressive claims handling, consistent and prudent reserving strategies, and conservative investment practices have made MCIT a financially strong and fully funded member-run organization. This ensures that MCIT has the ability to pay operational expenses and claims (both reported and incurred but not yet reported), purchase reinsurance, consider service enhancements to address member needs, and return fund balance when appropriate.

### AGGREGATE CONTRIBUTION RATES DECREASE FOR 2017

When calculating rates, MCIT’s actuary must ensure that contributions are adequate to pay losses (claims) according to expected frequency and severity. The aggregate rate change for 2017 property/casualty coverage represents a 10.6 percent decrease and for workers’ compensation a 6.5 percent decline.

Two major factors influenced the decision to reduce property/casualty aggregate rates for 2017. Over the past five years, auto physical damage, general liability and law enforcement liability have remained fairly stable or trended down. Even the public employees liability line of coverage has remained fairly stable, particularly when Driver’s Privacy Protection Act (DPPA) violation claims are removed.

Several efforts resulted in reducing costs for workers’ compensation claims in the past few years, leading to the reduction in aggregate rates for 2017. Some of the significant factors are improved return to work efforts, closure of many files, and recovery efforts using subrogation and restitution.

In years when MCIT’s aggregate rates decline, an individual member’s contribution may not have a corresponding decrease because of increases in the member’s exposure base, such as growth in payroll, number of covered vehicles, the annual budget or workers’ compensation experience modification factor.

### REINSURANCE RATES FAVORABLE FOR 2017

Reinsurance serves as a financial safety net against catastrophic losses that MCIT would otherwise be solely obligated to pay. MCIT retains a portion of the risk, essentially a deductible for catastrophic losses.

Each year, MCIT seeks bids for its property and casualty reinsurance. 2017 casualty reinsurance is placed with Munich Re and property reinsurance is through Hartford Fire. Pursuant to state law, reinsurance for workers’ compensation must be obtained through the Workers’ Compensation Reinsurance Association.

This year, MCIT has a small increase in casualty reinsurance—4.2 percent—due to the expectation that defense costs for remaining DPPA claims will be significant, as well as the growth in claims related to jail operations. The cost of property reinsurance decreased 14.4 percent for 2017 influenced by no major catastrophic losses in previous years.

### DIVIDEND DISCUSSION

Dividends are based on a retrospective review of a member’s claim history and the performance of MCIT’s investments. Investment returns fuel dividends. MCIT only issues a dividend when it is actuarially sound and fiscally prudent. Dividends are not guaranteed. Since 1991, the MCIT Board of Directors has annually returned varying amounts of fund balance to its members for a total of more than $313 million.

### Total Dividends: Combined MCIT Membership and Fillmore County

<table>
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<tr>
<th></th>
<th>MCIT Total Dividend</th>
<th>Fillmore County Total Dividend</th>
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<tbody>
<tr>
<td>2012</td>
<td>$29,900,000</td>
<td>$262,339</td>
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<tr>
<td>2013</td>
<td>$19,000,000</td>
<td>$162,256</td>
</tr>
<tr>
<td>2014</td>
<td>$13,000,000</td>
<td>$118,879</td>
</tr>
<tr>
<td>2015</td>
<td>$11,400,000</td>
<td>$100,251</td>
</tr>
<tr>
<td>2016</td>
<td>$12,213,000</td>
<td>$101,677</td>
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</table>
CONSULTATION SERVICES

Loss Control: All members have an assigned loss control consultant who can assist them with written safety programs; hazard identification, such as workplace safety surveys and reports; ergonomic assessments; interpretation of OSHA standards; and employee injury data analysis. Consultants also can participate in safety committee meetings, conduct employee safety training and provide loss prevention education resources.

A fifth loss control consultant position was added in 2016. The consultant primarily concentrates on assisting members in reducing law enforcement work-related injuries and illnesses.

Recent initiatives include:
• Loss prevention best practices guides focusing on public works, solid waste management, and parks and recreation operations.
• Discussion items and resource books related to workers’ compensation and employees who work off site.
• Step Wisely slip, trip and fall awareness and prevention materials.
• "Training Safety Officer Program: Guide to Reducing Injuries from Training Activities."

Risk Management: Each member has an assigned risk management consultant who can respond to coverage, liability and risk management concerns. They review contracts and joint powers agreements from a risk management perspective. They assist members in identifying potential risks and offer advice about how members could manage them.

Recent initiatives include:
• “2017 MCIT Coverage Review” webinar.
• Discussions with county staff about the 10 essentials of risk management.
• Webinar “I Was Supposed to Save What? The What, When and How of Litigation Holds.”
• In-person training and discussion with new member primary contacts for MCIT.

Call MCIT at 1.866.547.6516 to be connected to your assigned loss control and risk management consultants.

MORE THAN COVERAGE: MCIT RESOURCES HELP COUNTIES MANAGE RISKS, REDUCE LOSSES

MCIT provides several services to assist members in reducing losses and mitigating risks. Most are provided as part of membership.

PATROL
(Peace Officer Accredited Training Online)

Better trained deputies lead to better decisions and better results for citizens, law enforcement agencies and county government. PATROL is Web-based training specific to Minnesota laws and safety standards. Courses provide classroom components of annual requirements and address hot topics in law enforcement, such as responding to mental health issues in the field, persuasion and de-escalation, and legislative and case law updates.

MCIT members pay a discounted yearly subscription of $90 per person, which is just $2.50 per course. PATROL is a joint effort of MCIT, the Minnesota Sheriffs’ Association, Minnesota Chiefs of Police Association and League of Minnesota Cities Insurance Trust. Contact Kristen LeRoy with PATROL at 651.281.1268 or patrol@lmc.org for details.

2017 MCIT Member Participation*

- Beltrami County
- Benton County
- Big Stone County
- Brown County
- Carlton County
- Carver County
- Cass County
- Chisago County
- Clearwater County
- Cook County
- Crow Wing County
- Dodge County
- Fillmore County
- Goodhue County
- Hubbard County
- Isanti County
- Jackson County
- Kanabec County
- Kittson County
- Lake County
- Lincoln County
- Lyon County
- Marshall County
- Martin County
- Mille Lacs County
- Morrison County
- Nobles County
- Norman County
- Pine County
- Polk County
- Redwood County
- Renville County
- Scott County
- Sherburne County
- Sibley County
- Stearns County
- Steele County
- Stevens County
- Todd County
- Traverse County
- Wabasha County
- Waseca County
- Wilkin County
- Wright County

*As of March 13, 2017
EMPLOYEE ASSISTANCE PROGRAM
The Employee Assistance Program offers access to professional counselors for MCIT officials, department heads, member employees and their dependents who seek advice about personal issues or work-related concerns that may affect their ability to do their jobs. The program is voluntary, confidential and delivered in a clinical setting or by phone. The service is provided as part of membership.

Programwide in 2016:
• 90 percent of users reported that as a direct result of EAP services, they were able to do better at work.
• 16 people reported that the EAP gave them an alternative to filing a grievance or lawsuit.

Introduced as a risk management tool to help reduce employment-related claims, history shows this is accomplished when member utilization is 4 percent. Members can access services by calling 1.800.550.MCIT (6248).

No-cost, On-site Training Program Coming in 2017
Once again, MCIT has partnered with its Employee Assistance Program provider, Sand Creek, to develop training for county members to be delivered on-site throughout 2017. This program is in response to member requests for more training related to ideas presented in the 2014-2016 Resilience Training program. Like the previous program, “Resilience II” includes a module for all employees and one for supervisors. Both modules focus on providing practical strategies for building resilience, the ability to bounce back from adversity.

To schedule this training, members should contact Sand Creek at 1.800.550.6248 or info@sandcreekeap.com.

FILLMORE COUNTY’S EAP PARTICIPATION LEVELS
• 2015: 2.23 percent • 2016: 2.27 percent

DEFENSIVE DRIVING TRAINING
Auto-related claims continue to be the most frequently reported loss. Training drivers to be safe does more than protect a member’s fleet from physical damage; it also helps prevent injuries to employees and citizens. Training is available online or on site. Contact MCIT at 1.866.547.6516 or info@mcit.org for details.

2015-2016 MCIT Member Participation
• Aitkin County • Douglas County • Le Sueur County
• Big Stone County • Fillmore County
• Blue Earth County • Goodhue County
• Carlton County • Houston County
• Cass County • Isanti County
• Chisago County • Itasca County
• Clay County • Jackson County
• Cook County • Koochiching County

ADDITIONAL RESOURCES
• Statewide training seminars
• Member-specific training sessions presented on-site
• MCIT website: MCIT.org
• MCIT Bulletin newsletter
• Video library: Borrow at no cost
• Webinars
• Minnesota Safety Council membership

HOW MEMBERS REDUCE COSTS
Each member’s efforts to manage risks and control losses help contribute to poolwide rate stability. Dedication to risk management at all levels within a member organization is key to containing costs. Commissioners are encouraged to:

• Support initiatives to improve safety, including the safety committee, and return to work programs.
• Participate in risk management training.
• Recommend training and education for all employees.
• Learn how coverage may apply before making final decisions.
• Have a risk management review of contracts before signing or approving them.
• Promote safety at all levels.

BALANCING LEADERSHIP AND RISK WHILE SERVING THE PUBLIC: NEXT STEPS IN COUNTY GOVERNMENT FOR NEW COMMISSIONERS
Sept. 6, MCIT Building, St. Paul
By September, new commissioners will have eight months of service under their belts and will have encountered issues and circumstances that may have left them with even more questions than they had when they first took office. Co-sponsored with the Association of Minnesota Counties, this seminar is specifically developed for elected officials to enhance their knowledge and skills to serve the public while complying with laws and managing various risks. The seminar uses scenarios and work groups, giving participants the opportunity to practice applying techniques to the real world of county government. More information about this event will be provided later in the year at MCIT.org.
REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 6/27/2017
Amount of time requested (minutes): 30-45 minutes
Department: Fillmore County Sheriff’s Office
Requested By: Sheriff Tom Kaase

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

1. Chief Deputy Appointment
   a. request for contract
   b. salary request
2. Emergency Management Assignment
3. Deputy Sheriff Position Request
4. Jailer Position Request (part-time to full-time)
5. Sentence To Serve (STS) Contract
6. Institution Community Work Crew (ICWC) Contract

☒ Check if there will be additional documentation for any item(s) listed above.

Reviewed By: Click here to enter text.

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.
STATE OF MINNESOTA
INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Fillmore County, Sheriff Tom Kaase, 901 Houston Street, Box 525, Preston, MN, 55965 ("Purchaser").

Recitals

1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of a Sentencing to Service (STS) program for low risk offenders ordered to perform community work service.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract
1.1 Effective date: July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
1.2 Expiration date: June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State’s Duties
The State will:
2.1 Provide 1 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hour’s crew leaders spend for daily preparation and communication.
2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
   a. Total number of offenders served
   b. Total number of offenders completing STS obligation
   c. Number of offenders exiting prematurely
   d. Total number of hours worked by STS offenders
   e. Dollar benefit of STS labor at $7.00 per hour and estimated market value of projects completed
   f. Description of work completed

2.3 Divide the work of offender crews proportionate to funding participation between States’s referred projects and Purchaser’s referred projects, some of which may be performed outside the Purchaser’s jurisdiction.

2.4 Train each work crew in safety principles and techniques relevant to the work being done.

2.5 Screen projects to ensure that they meet STS guidelines.

3 Purchaser’s Duties

3.1 It is the Purchaser’s responsibility to certify in writing to the appropriate bargaining agent that the work performed by offenders will not result in the displacement of current employees or seasonal workers to include reduction in hours, wages, or other employment benefits for all Purchaser’s referred projects.

3.2 Obtain all necessary permits or licenses or special authority for all Purchaser’s referred projects.
Payment
The Purchaser will pay the State for all services performed by the State under this contract as follows:

4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed $131,595.76 as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser’s share of the crew leader includes time scheduled for training, vacation, sick leave and holidays based on DOC Division Directive 205.116* and the terms and condition of the AFSCME bargaining agreement.


4.2 Terms of payment: Payment shall be made by the Purchaser to the State as follows:

<table>
<thead>
<tr>
<th>Payment Amt</th>
<th>Pay on or before</th>
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<tbody>
<tr>
<td>$31,940.72</td>
<td>Before any work had begun (July 1, 2017)</td>
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<tr>
<td>$31,940.72</td>
<td>On January 1, 2018</td>
</tr>
<tr>
<td>$33,857.16</td>
<td>On July 1, 2018</td>
</tr>
<tr>
<td>$33,857.16</td>
<td>On January 1, 2019</td>
</tr>
</tbody>
</table>

Payment will be made no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed $131,595.76

5 Authorized Representatives

The State’s Authorized Representative is:
(or his/her successor)
Jill Barickman
District Supervisor
408 Broadway Ave
Albert Lea, MN 56007
jill.barickman@state.mn.us

The Purchaser’s Authorized Representative is:
(or his/her successor)
Fillmore County
Sheriff Tom Kaase
901 Houston Street, Box 525
Preston, MN, 55965
tkaase@co.fillmore.mn.us

6 Amendments, Waiver, and Contract Complete

6.1 Amendments. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

6.2 Waiver. If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

6.3 Contract Complete. This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7 Liability
Each party will be responsible for its own acts and behavior and the results thereof.
Government Data Practices
The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser will work with the State to determine what data should be released to the requesting party.

Publicity
Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State’s Authorized Representative.

Audit
Under Minn. Stat. § 16C.05, subd. 5, the Purchaser’s books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

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

Termination
Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.
1. PURCHASER
The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

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<th>By</th>
<th>By</th>
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<tbody>
<tr>
<td>Signature</td>
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<tr>
<td>Sheriff Tom Kaase</td>
<td>Print Name</td>
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<tr>
<td>Title:</td>
<td>Title:</td>
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2. STATE AGENCY (With delegated authority)

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<tr>
<td>Ron Solheid</td>
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<tr>
<td>Deputy Commissioner</td>
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<tr>
<td>Date</td>
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3. COMMISSIONER OF ADMINISTRATION (As delegated to Materials Management Division)

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<th>By</th>
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<td>Date</td>
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STATE OF MINNESOTA
JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew (ICWC) House Building Program ("State") and Fillmore County, Law Enforcement Center, 121 St. Paul Street Southwest, Preston, MN 55965 ("Governmental Unit") Electronic Fund Transfer to: Fillmore County Auditor Treasurer, 101 Fillmore Street, PO Box 627 Preston, MN 55965.

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a local correctional facility to provide for the housing of state inmates participating in a vocational training program known as the Institution Community Work Crew (ICWC) House Building Program.

Agreement

1 Term of Agreement

1.1 Effective date: July 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 This Agreement is not a guarantee of work and will only be used as the need for housing arises.

2.2 Governmental Unit shall:

1. Provide care and custody at the Fillmore County Jail for state referred inmates who are accepted into the ICWC program based on criteria outlined in Clause 2.3 of this agreement.

2. Provide case management services to the inmates in the program to include, but not be limited to family issues, annual reviews, release planning/coordination, pass coordination and monitoring, and counseling if appropriate.

3. Develop and implement a service plan for each inmate, identifying program needs such as education, religious, alcohol and chemical dependency support services as available at the facility and pay inmate wages as outlined in Attachment A (ICWC Crew Member Program Packet) which is attached and incorporated as a term of this agreement.

4. Provide lodging, meals, custody supervision and routine health care in accordance with established jail policies and procedures.

5. Coordinate emergency medical and dental care for inmates in accordance with procedures established by the State.

6. In case of rule violations resulting in an inmate being dismissed from the program, maintain the necessary custody until the State can arrange to take custody of the inmate.

7. Provide urinalysis/drug screening at intake and randomly thereafter at no additional cost to the State.

8. Manage individual inmate accounts in accordance with jail policies.

9. Provide supervision and transportation to and from work sites for all inmates in the program using the Sentencing to Service crew leaders.

Notify State immediately if any inmate sustains a serious injury or illness, escapes from custody or commits a major rule infraction.

2.3 State shall:

1. Refer for participation in the program, inmates who meet the following criteria:
   a. Be within eighteen and forty-eight months of their supervised release date; and
   b. Not be on Public Risk monitoring status, offenders who have completed all Program Review Team directive(s) may be considered.
   c. Have no current or prior criminal sexual conduct related offenses;
d. Have no escapes in the past 5 years;
e. Have no gross misdemeanor or felony detainers or tried detainers that expire after their term of imprisonment;
f. Have no pending criminal charges or holds for other jurisdictions;
g. Have no discipline violations in the past 6 months resulting in segregation and/or extended incarceration;
h. Demonstrate a positive attitude, be physically capable to do the work and physically capable to work in the construction environment without putting themselves or others at risk;
i. Be on level 1 or level 2 minimum-security status;
j. Inmates housed in local or contract correctional facilities must meet any additional eligibility requirements related to residence history in or near the county where the ICWC program is located and must adhere to all rules of conduct for the ICWC program and housing facility and are subject to discipline and/or termination from the program for major rule infractions;

2. Provide supervision and transportation to and from work sites for all inmates in the Program.
3. Provide each inmate with five (5) sets of state issued clothing when transferred to the Program.
4. Make every effort to transport inmates who are removed from the Program back to the appropriate State correctional facility as soon as possible.

3 Payment
3.1 Compensation shall be paid at the rate of Fifty-five Dollars ($55.00) per day per inmate.
3.2 During the time the inmate is in the ICWC program, payments will be for the first day, but not the last day on the program.
3.3 The State shall reimburse the Governmental Unit for approved medical/dental expenses of inmates in the program when these expenses are more than routine medical/dental services provided by the Governmental Unit.
3.4 This agreement does not include any additional reimbursement for travel, subsistence, clothing issue, or other such items.
3.5 Payments shall be made by the State promptly after Governmental Unit’s presentation of invoices for services performed and acceptance of such services by the State’s Authorized Representative. Invoices must be submitted monthly to the State’s Authorized Representative by the seventh working day of each month following the month service is provided. With the final invoice due no later than 30 days following the expiration of the date of the agreement.
3.6 All services provided by Governmental Unit pursuant to this Agreement shall be performed to the satisfaction of the State, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
3.7 Governmental Unit shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

The total obligation of the State under this agreement will not exceed One Hundred Twenty Four Thousand and 00/100 ($124,000.00).

4 Authorized Representatives
The State’s Authorized Representative is Terry Byrne, ICWC Program Director or his successor.

The Governmental Unit’s Authorized Representative is Sheriff Daryl Jensen or his successor.

5 Assignment, Amendments, Waiver, and Contract Complete
5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
5.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification
In the performance of this contract by Governmental Unit, or Governmental Unit’s agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Governmental Units’:
1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.
The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State’s failure to fulfill its obligation under this contract.

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

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

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

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

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

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State’s receiving that notice.
11 Blood Borne Pathogen Notice
Governmental Unit is hereby notified and agrees to assume full responsibility for notifying all of its employees of the remote possibility that they may be at risk for exposure to a blood borne pathogen such as the hepatitis B virus (HBV). Governmental Unit further agrees to provide training for all its employees and to offer vaccinations to those who could reasonable anticipate an exposure resulting from the performance of this Agreement.

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

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

---

1. STATE ENCUMBRANCE VERIFICATION
   Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.
   Signed: [Signature]
   Date: 01/14/17
   CFMS Contract No. A-1216433 / 3-85127

2. GOVERNMENTAL UNIT
   By:________________________
   Title:________________________
   Date:________________________

3. STATE AGENCY
   By:________________________
   (with delegated authority)
   Title:________________________
   Date:________________________

4. COMMISSIONER OF ADMINISTRATION
   As delegated to Materials Management Division
   By:________________________
   Date:________________________

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy
Attachment A

ICWC PROGRAM LEVELS AND PAY PLAN

Note: The duration of each level of the program is independent of the previous level.

Level 1  Trainee is assigned to this level at time of placement.

  Duration:  60 days       Pay:  $1.00 per hour

  Purpose:  Orientation and development of Individual Service Plan.

  Supervision: Off Grounds with crewleader, STS/ICWC supervisor or other corrections staff as approved by the jail and STS/ICWC supervisor.

  Discussion: The ICWC Crew leader will orient trainee and evaluate skills to determine level of competence. An individual service plan will be developed, taking into consideration the trainee’s abilities and expectations for future employment and transition to Work Release or Supervised Release into the community. The service plan will include competency development goals, which will guide progress through higher levels. Service plans may include appropriate activities and services as available at the facility and in the community. Jail case management/program staff develops the service plan with input from the crew leader and the offender.

Level 2  Trainee is assigned to this level upon completion of orientation (Level 1).

  Duration:  Minimum of 90 days     Pay  $1.00 per hour 30 days/$1.25 60 days

  Supervision: Off grounds with crewleader or other correctional staff, or with approved/trained escort (i.e. AA sponsor or volunteer) to attend approved service plan related functions up to two times per week.
Purpose: Initial phases of training and development/implementation of service plan.

Discussion: The ICWC Crew leader will evaluate trainee’s work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 2 for 90 days he may apply for Level 3. Case management staff and the ICWC crew leader will meet to determine the trainee’s eligibility for the next level.

**Level 3**

Trainee is assigned to this level upon successful completion of Level 2.

Duration: 120 days

Pay: $1.25 per hour

Supervision: Unsupervised leave to attend up to one service plan function per week with approval of host facility staff. (ICWC trainees must be at DOC level 1 minimum custody status to apply for unescorted leave.) This is in addition to the escorted leaves allowed under level 2.

Purpose: Advanced training and development of competence; progression to successful completion of service plan goals.

Discussion: The ICWC Crew leader will evaluate trainee’s work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 3 for 120 days he may apply for Level 4.

**Level 4**

Trainee is assigned to this level upon successful completion of Level 3 goals.

Duration: Unlimited

Pay: $1.50 per hour

Purpose: Advanced training and development of competence; successful completion of service plan goals.

Supervision: Escorted and unescorted leave to attend service plan functions as allowed in previous levels 2 and 3, up to two four-personal leaves per month with approval of host facility, and
authorization of the STS/ICWC supervisor. Personal leaves must be highly structured and only allowed when ICWC trainee is within 60 days of transfer to work release or SRD.

Discussion: The ICWC Crew leader will evaluate trainee’s work and will provide weekly progress reports to each trainee. Trainee will identify tentative release goals regarding education, employment, housing and aftercare. Work release plans may be part of the service plan at this time.

RULES RELATING TO THE PAY PLAN

- Holiday Pay - There is no holiday pay for offenders who do not work. Offenders who work a holiday will be paid at their regular rate of pay.

- Overtime
  1. Overtime will not be authorized except in prearranged and/or emergency situations to be determined by STS/ICWC Supervisor.
  2. Overtime will be paid at normal hourly rates.

- No Pay Status - Offenders will always be docked in pay when away from the work area. The basic philosophy is “No work, no pay.” Offenders will only be paid for actual time worked.

- Medical Lay-In - Offenders on medical lay-in will be on “no pay” status. Only offenders who sustain a work-related injury will be paid at their regular rate of pay for the remainder of the day of the injury. Subsequent days of lay-in will result in no pay.

- Pay reductions may be considered for participants not working up to their potential as determined by the crew leader. In such cases, the crew leader will consult with the STS/ICWC supervisor prior to recommending a reduction in an offenders pay level.
AMENDMENT OF COMMUNICATIONS ANTENNA LICENSE

Amendment No. 2 to
License No. L-207

THIS AMENDMENT No. 2 to License No. L-207 is made by and between Fillmore County, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Natural Resources: Region 3.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-207, dated March 7, 2007, involving the use of antenna space on LICENSOR’S tower and space in LICENSOR’S shelter situated on a tract of land in the NW ¼ of the NW ¼ of the NE ¼ of Section 7, Township 102 North, Range 10 Weston referred to herein as the “Communications Facility”, located in the City of Preston, County of Fillmore, Minnesota 55965;

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

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the License No. L-207 effective as of the date set forth hereinafter.

1. RENEWAL TERM  This License shall be renewed for an additional term of five (5) years, commencing July 1, 2017 and continuing through June 30, 2022 (“Renewal Term”) at the same terms and conditions as set forth in the License, except as provided for herein.

2. LICENSE FEE

   2.1 LICENSEE shall pay LICENSOR for each year of the Renewal Term the sum of one thousand five hundred and no/100 dollars ($1,500.00) due and payable by June 30 of each year.

   2.2 All original bills and statements from LICENSOR to LICENSEE shall be mailed or personally delivered to:

       Regional Business Manager
       Department of Natural Resources; Region 3
       1200 Warner Rd
       St Paul MN 55106
2.3 LICENSEE agrees to pay LICENSOR the monthly fee set forth above at the end of each calendar month and mail or deliver said payments to:

    County Administrator
    County of Fillmore
    Fillmore County Courthouse
    Preston MN  55965

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

NO ATTACHMENTS
IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

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

By
Title
Date

LICENSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By

Real Estate and Construction Services

Date

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By
Title
Date

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By
Title
Date

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

By

Date

SWIFT PO

Contract No.
**#21 HP Elitebook 850 G4 Notebook**  
$1,033.00 base + $102.06 Dock + $49.00 optical drive  
Intel i5-7300 2.6 GHz Processor  
15” display  
Win10-Pro => will be enterprise with our image  
8 GB Ram  
256 GB SSD hard drive  
Wireless A,B,G,N,AC  
3 year Warranty  
Docking Station  
*External USB Optical Disk Drive – cost extra*  

**#5 HP EliteDesk 800 G# Small Form Factor Desktop**  
$644.28  
Intel i5-7500 6.4 GHz Processor  
Windows 10 Pro -> Will be enterprise with our image  
8 GB RAM  
500 GB SATA hard drive  
Gigabit Network adapter  
3 Year Parts/Labor Warranty  

**HP TOTAL:**  
$19,450.18  

**#21 Dell Latitude 5580 Laptop**  
$1,025.00 base + $42.59 Optical Drive + 169.99 Dock  
Intel i5-7300 2.6 GHz Processor  
15” Display  
Windows 10 Pro => will be Enterprise with our image  
8 GB RAM  
256 GB SATA SSD Hard Drive  
Wireless A,B,G,N,AC, Bluetooth,  
*External US Optical drive – cost extra*  

**#5 Dell Optiplex 7050 Small Form Factor Desktop**  
$600.00  
Intel i5-7500 3.4 GHz  
Windows 10 Pro => will be Enterprise with our image  
8 GB RAM  
500 GB SATA Hard Drive  
3 Year Warranty  

**DELL Total:**  
$18,829.90
Imaging Quotes:

** All prices reflect Imaging Price Per Machine

** HP **

- Image Load $20 List
- Image Load and Modification $25 List
- Image Build and Load $35 List

** 2 Images would have to be built (One for Desktop and One for Laptop) for all options

** These prices are List Prices. HP Representatives have stated that this amount will not be final cost

** Dell **

- Static Image $8
  - 2 images will be needed (1 for desktop, 1 for laptop) as drivers must be included in image

- Dynamic Image $15
  - Only 1 image required, as OS and drivers for desktop or laptop will be injected in factory during imaging
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PC = 19
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Logitech Logitech PTZ Pro Camera - USB HD 1080p PTZ Video Camera (960-001021) by Logitech
In Stock
Gift options not available. Learn more
Delete  Save for later

ECHOGEAR Full Motion Articulating TV Wall Mount Bracket for most 37-70 inch LED, LCD, OLED and Plasma Flat Screen TVs w/ VESA patterns up to 600 x 400 - 16” Extension - EGLF1-BK by ECHOGEAR
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Samsung Electronics UN55MU6300 55-Inch 4K Ultra HD Smart LED TV (2017 Model) by Samsung
Only 17 left in stock - order soon.
Shipped from: Video & Audio Center
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Polycom SoundStation2 Expandable Conference Phone (2200-16200-001) by Polycom
In Stock
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Subtotal (4 items): $1,946.41

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more.
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.
### Time Schedule for 2018 Budgeting

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 6, 2017</td>
<td>County Coordinator distributes the budget Calendars; Board determines directives and notifies departments to begin preparing their 2018 budgets.</td>
</tr>
<tr>
<td>July 6th</td>
<td>Worksheets and year to date revenues and expenditures through June 30 available either by paper or on-line</td>
</tr>
<tr>
<td>July 6th - July 20th</td>
<td>Departments prepare their budgets.</td>
</tr>
<tr>
<td>July 20th</td>
<td>Deadline for submission of departmental budgets to the County Coordinator.</td>
</tr>
<tr>
<td>July 21st – 24th</td>
<td>Assembly of departmental budgets into a Preliminary County budget.</td>
</tr>
<tr>
<td>July 25th – Sept 5th</td>
<td>Board of County Commissioners considers preliminary budgets, holds conferences with department heads, and makes preliminary budget decisions.</td>
</tr>
</tbody>
</table>
| September 12th or 26th| Board of County Commissioners                                                                   
|                     | - adopts a proposed 2018 county budget;                                                      |
|                     | - adopts the proposed tax levy for taxes payable 2018;                                       |
|                     | - and determines public hearing date for proposed 2018 budget.                               |
|                     | (Must be done on or before September 30, 2017)                                               |
| Nov 27th – Dec 28th | Hearing must be held for proposed budget during a regularly scheduled meeting after 6:00 p.m.                                                   |
| On or before Dec. 29, 2017 | Final 2018 budget and levy adoption                                                                    |