

BOARD OF COMMISSIONERS AGENDA

COUNTY BOARD ROOM
GOVERNMENT CENTER, RED WING

NOVEMBER 3, 2020 9:00 A.M.

VIRTUAL MEETING NOTICE

"Due to concerns surrounding the spread of COVID-19, it has been determined that in-person meetings or meetings conducted under Minn. Stat. 13D.02 a are not practical or prudent. Therefore, meetings that are governed by the Open Meeting Law will temporarily be conducted by telephone or other electronic means pursuant to Minn. Stat. 13D.021."

"The Goodhue County Board of Commissioners will be conducting a Committee of the Whole Meeting pursuant to this section on November 3, 2020 at 9:00 a.m. in the County Board Room. The County Administrator and/or County Attorney will be present at the meeting location. All County Commissioners attending will appear by telephone or other electronic means. The public may monitor the meeting from a remote site by logging into https://global.gotomeeting.com/join/213760261 or calling 1877 309 2073 any time during the meeting." Access Code: 213-760-261

PLEDGE OF ALLEGIANCE

Disclosures of Interest

Review and approve the previous board meeting minutes.

Documents:

Oct 20, 2020.pdf

Review and approve the county board agenda

Review and approve the following items on the consent agenda:

1. Approve Bridge No L5391 Rehabilitation Agreement.

Documents:

Br L5391 Rehabilitation Agreement_CF.pdf

2. Approve Community Solar Garden Subscription Amendment.

Documents:

Solar Garden Subscription Amendment.pdf

3. Approve Contract Employment Agreement for 2020 Audit Services.

Documents:

Contract Employment Agreement for 2020 Audit Services.pdf

4. Approve DNR Snowmobile Trail Grant.

Documents:

DNR Snowmobile Trail Grant Memo 11-3-2020.pdf

 $5. \ \ \mbox{Approve Final of 2020 Concrete Paving Contract SAP 025-621-013}.$

Documents:

Final SAP 025-621-013.pdf

6. Approve Public Works ADA Transition Plan.

Documents:

ADA Transition Plan.pdf

7. Approve Tobacco License Annual Renewal.

Documents:

2020-21Tobacco License Renewal to Board.pdf

8. Approve Liquor Licenses Annual Renewals

Documents:

2020-21 Renewal Letter to Board.pdf

REGULAR AGENDA

Health and Human Services Director's Report

1. Public Hearing- Tobacco Licensing Ordinance

Documents:

Request for Board Action.pdf
Notice of Public Hearing.pdf
Tobacco Retailer Ordinance Powerpoint.pdf
2020 GOODHUE COUNTY - SUMMARY of Tobacco Retail Ordinance Revisions.pdf
2020 GOODHUE COUNTY Tobacco Retailer Ordinance_Updated to Meet State
Standards.pdf

Sheriff's Reports

1. Public Hearing- Drone Policy

Documents:

Drone Policy.pdf

Finance Director's Report

1. Set Sale Resolution for Series 2020A Bonds

Documents:

Set Sale Resolution for Series 2020A Bonds Memo.pdf Set Sale Resolution for Solid Waste 2020A Bonds.pdf

2. Municipal Advisory Agreement with Northland Securities Documents:

Municipal Advisory Agreement with Northland Securities.pdf

3. Engagement Letter with CLA for 2020 Audit Services Documents:

Engagement Letter with CLA for 2020 Audit Services.pdf

4. 3rd Quarter Financial Report

Documents:

3rd Quarter Report 2020.pdf

Commissioner Correspondence

 Zumbro 1 Watership 1 Plan Organizational Structure Documents:

GreaterZumbro_Comprehensive_Watershed.pdf

For Your Information

1. Project Status Report.

Documents:

Project Status Report 03Nov20.pdf

County Board Committee Reports

New and Old Business

Review & Approve County Claims

Documents:

County Claims 11-3-20.pdf

ADJOURN

BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN OCTOBER 20, 2020

The Goodhue County Board of Commissioners met on Tuesday, October 20, 2020, at 9:00 a.m. by virtual meeting with the County Administrator appearing from the County Board Room of the Government Center, Red Wing, MN with Commissioners Anderson, Majerus, Nesseth, Drotos and Flanders all present and appearing by virtual meeting.

C/Drotos asked if there were any disclosures of interest. There were none.

- Moved by C/Anderson, seconded by C/Nesseth, and carried to approve the October 6, 2020, County Board Minutes.
- Moved by C/Flanders, seconded by C/Anderson, and carried to approve the October 20, 2020, County Board Agenda as amended:
 - County Administrator requested to remove the Extension Director's report for today and reschedule it for a different day.
- Moved by C/Anderson, seconded by C/Flanders, and carried to approve the following items on the consent agenda:
 - 1. Approve the Approve Award of Bridge Rehabilitation Project SP 025-597-006.
 - 2. Approve Sale of Public Works Items.
 - 3. Approve the Appointment of Connie Rude to Goodhue County Extension Committee.

FINANCE DIRECTOR'S REPORT

Series 2020 A Finance Plan. On August 18, 2020, the County Board approved the Solid Waste Designation Ordinance and as one of the requirements to be accepted in the States Closed Landfill Program, the county must pay an estimated sum of \$2,770,000. Therefore, staff recommended the board approve the proposed Financial Plan for Financial Consultant Northland Securities to pursue with the schedule for the issuance of bonds.

C/Nesseth commented that this was a bad decision for the people of his district and would not support it.

Moved by C/Anderson, seconded by C/Drotos, and carried (4-1-0) with C/Nesseth dissenting to approve the proposed Series 2020 A Finance Plan.

Goodhue County CARES Act Funding Program Update. Finance Director, Brian Anderson, updated the board on the CARES Act Funding Program approved previously by the board. Staff was given direction to return in November with a need number from the school districts.

COMMITTEE REPORTS:

C/Drotos	•
C/Nesseth	One Watershed Plan update.
C/Anderson	•
C/Majerus	•
C/Flanders	•
Administrator Arneson	•

Review and Approve the County Claims

Moved by C/Nesseth, seconded by C/Flanders, and carried to approve to pay the County claims in the amount of 01-General Revenue \$654,818.77, 03-Public Works \$2,205,601.12, 11- Human Service Fund \$22,288.73, 12- GC Family Services Collaborative \$14.95, 21-ISTS \$00, 25- EDA \$3,227.50, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$73,136.78, 35-Debt Services \$00, 40-County Ditch \$00, 61-Waste Management \$20,317.37, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$00, 81-Settlement \$5,536.77, in the total amount of \$2,984,941.99.

BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN OCTOBER 20, 2020

Adjourn

Moved by C/Anderson, seconded by C/Nesseth, and carried to approve to adjourn the October 20, 2020, County Board Meeting.

SCOTT O. ARNESON
COUNTY ADMINISTRATOR

PAUL DROTOS, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

MINUTE

- 1. Approved the October 6, 2020 County Board Meeting Minutes. (Motion carried 5-0)
- 2. Approve the October 20, 2020 County Board Meeting Agenda as amended. (Motion carried 5-0)
- 3. Approved the Consent Agenda as amended. (Motion carried 5-0)
- 4. Approved to the Series 2020 A Financial Plan. (Motion carried 5-0)
- 5. Approved the county claims. (Motion carried 5-0)
- 6. Approved to adjourn the October 20, 2020 County Board Meeting. (Motion carried 5-0)

Greg Isakson, P.E.



Public Works Director / County Engineer Goodhue County Public Works Department

> 2140 Pioneer Road Red Wing, MN 55066 Office (651) 385-3025

TO: Honorable County Commissioners

Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director / County Engineer

RE: 03 Nov 20 County Board Meeting – **CONSENT AGENDA**

Approve L5391 Bridge Rehabilitation Agreement

Date: 28 Oct 20

Summary

Request approval of the attached agreement with the City of Cannon Falls detailing the roles and responsibilities of the City and the County related to the rehabilitation of structure L5391 on 3rd Avenue in the City of Cannon Falls.

Background

The construction costs for the rehabilitation of the historic truss bridge in Cannon Falls will be covered by Federal funds, special State tax dollars, and local investment from the City. Goodhue County's role is primarily as fiscal agent. Construction administration and inspection will be performed by SRF Consulting Group, Inc. through its engineering services agreement with the City. The City of Cannon Falls has signed this agreement.

Alternatives

- Enter into the agreement and continue with the process.
- Revise the agreement, renegotiate with the City, and then approve it.
- > Do not enter into the agreement at this time and cancel this project.

Recommendations

It is the recommendation of staff that the Goodhue County Board approve the agreement and continue the process to rehabilitate this structure.

AGREEMENT

This **AGREEMENT** by and between the City of Cannon Falls, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the City, and the County of Goodhue, a political subdivision of the State of Minnesota, hereinafter referred to as the County.

WITNESSETH:

WHEREAS, the City desires to rehabilitate bridge L5391 utilizing State of Minnesota and Federal Funds; and

WHEREAS, the County is designated by the State to be the Agent of the State for the purpose of conveying State and/or Federal funding to the City; and

WHEREAS, the County, as an Agent, is responsible for administrating the project, receiving funding from the State of Minnesota and making the Contract payments to the Contractor and the Consultant.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. Minnesota Motor Vehicle Lease Sales Tax (MVLST) and Federal Aid funding is allocated by the Minnesota Department of Transportation (Mn/DOT) for the bridge rehabilitation project, now known as SP 025-597-006.
- 2. The County shall administer the construction contract for the rehabilitation of bridge L5391 on 3rd Avenue in Cannon Falls, including but not limited to the advertising, letting of bids, negotiation change orders and supplemental agreements, and making payments to the Contractor.
- 3. County construction technicians are available to establish a survey benchmark and perform other minor construction survey or inspection work at the current charge out rate for the employees and equipment used.
- 4. The City through its Consultant (SRF) shall be responsible for construction project management and inspection under the direction of a professional engineer, registered and licensed by the State of Minnesota. This includes but is not limited to: contract administration and documentation; construction engineering and inspection; construction design support; material testing; coating inspection; repairing as-built drawings; repair plan modifications; load rating updates; historian construction monitoring and other incidental related tasks.
- 5. The City is responsible for the first \$10,000 of 'bridge approach' costs.
- 6. The County will apply for MVLST funds to cover the initial construction project management and inspection costs in excess of \$10,000 (mentioned in paragraph 4) and to cover the initial 'bridge approach' costs in excess of \$10,000 (mentioned in paragraph 5). Federal Bridge funds and MVLST are available to cover the original bid costs of the construction project and the consultant's fees (above the \$20,000 mentioned above) and all funding will flow from the State to the County for payment to the construction contractor and to the Consultant.

Bridge No. L5391 Rehabilitation City of Cannon Falls SP 025-597-006

- 7. In summary, the City is responsible for the initial \$10,000 of the above mentioned construction project management and inspection costs, the initial \$10,000 of the 'bridge approach' costs, any work performed by the County's Engineering Technicians, and any other costs of this project not covered by the current State and Federal programs.
- 8. Once the MVLST grant is approved and the project begins, the County will bill the City for the initial \$10,000 of the construction project management and inspection costs and the initial \$10,000 for 'bridge approach' work. The City shall make payment to the County within 30 days. The monies transferred to the County account shall so state in the records of the County of Goodhue.
- 9. All aspects of application for Minnesota State Transportation Funds and grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of such funds is the sole property of the County, to use as the County shall see fit.
- 10. The City agrees to indemnify and hold harmless the County and all of the County's agents and employees from any and all claims, demands, actions and courses of action of whatever nature or character arising out of the performance of the work described in this Agreement and the City further agrees to defend the County at its sole cost and expense in any action or proceeding commenced for the purpose of asserting any claim which may arise as a result of the performance to this agreement.
- 11. The County as agent for the City under this Agreement may make changes in the plans on the character of the work and may enter into, for and on behalf of the City, Change Orders and/or Supplemental Agreements with the Contractor for the performance of any extra work or work occasioned by any necessary advantages, or desirable change in plans or construction, if unforeseen circumstances require said action on the part of the County to complete the project. The County will work with the State to acquire addition Federal Bridge and/or MVLST funding, but the availability of those funds is unknown at this time, and if not available, the payment for said work shall be the responsibility of the City.

IN WITNESS WHEREOF, the parties hereto h	ave hereunto set their hands and seals.
Recommended for Approval: Greg Isakson, Goodhue County Engineer	20 Oct 2020 Date
CITY OF CANNON FALLS, MINNESOTA (Seal)	By John Attaff
	Its My Admint
	Date 10-22-2 2
THE COUNTY OF GOODHUE, MINNESO	ΓΑ
(Seal)	ByChair, Board of County Commissioners
	Attest

Date _____

Approved as to Form and Execution:

Carol Lee, Assistant Goodhue	County Attorney
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Date

Greg Isakson, P.E.



Public Works Director / County Engineer Goodhue County Public Works Department

> 2140 Pioneer Road Red Wing, MN 55066 Office (651) 385-3025

TO: Honorable County Commissioners

Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 03 Nov 20 County Board Meeting - CONSENT AGENDA ITEM

Community Solar Garden Subscription Amendment

Date: 28 Oct 20

Summary

It is requested that the County Board approve the following amendment to the County's agreement as a subscriber to a Community Solar Garden with Nokomis Energy.

Background

On 08 Aug 19 the County Board entered into an agreement as a subscriber to a Community Solar Garden with Nokomis Energy. This agreement provides a credit discount of \$0.01 below Xcel's bill for 1,500,000 kWh of the annual power purchased for the LEC building. This agreement ties the County's Xcel account for the LEC's power to Nokomis, and the County cannot enter into any other power supply agreements related to this account.

So far, this agreement has saved the County over \$8,000 since the agreement went into effect last April.

Nokomis informed staff that they are building additional solar gardens in Goodhue County and adjacent counties. Goodhue County can becomes a subscriber to one or several of these new solar gardens.

Subscribers are allowed to allocate up to 120% of the annual load in their account. By approving the attached addendum to the original subscription agreement with Nokomis, the County could contract for an additional 926,208 kWh of power, which could save (approximately) another \$9,262 per year for 25 years. Total annual savings from the LEC account could surpass \$24,000 annually.

The County is not limited to using only the Xcel account for the LEC building. Any and all of the County's Xcel electrical bill accounts can be used in this program. Total annual savings could surpass \$33,000 annually.

Approving this agreement this is a two-step process. If the Board decides to move forward with this amendment as Step 1, the issue will return for the Board to approve agreements to specific gardens. As a note, the County signed up for power from four separate gardens for the initial 1.5M kWh of power tied to the LEC account.

Options:

- The Board could use solar gardens to supply all of the County's power purchased from Xcel. By doing so, the County will be locked into receiving power from the solar gardens and could not take advantage of any newer, better technology that could be available for a period of 25 years for each solar garden subscription.
- ➤ The Board could sign the amendment for more than 120% of the power consumed in the LEC building, but less than the total of all of the power purchased from Xcel.
- ➤ The Board could sign the amendment and increase the use of solar gardens to cover 120% of the power consumed in the LEC building.
- ➤ The Board could request an amendment for less than 120% of the total power consumed in the LEC building.
- > The Board could take no action on this issue.

Recommendations:

Based on the ease of using solar gardens so far, the lack of risk, and actual savings received, combined with the Board's discussions in the past about not being tied to only today's solar garden technology, it is recommended that the Board authorize the County Board Chair to sign the attached amendment to the solar garden subscription with Nokomis for 120% of the power consumed in the LEC building.

FIRST AMENDMENT TO SUBSCRIPTION AGREEMENT

Goodhue County and Nokomis Energy LLC hereby amend that certain Subscription Agreement between the parties, dated August 15, 2019, as follows:

1) Section 1. Exclusive Allocation is amended to read:

Xcel Account No:	Premise No:	Address	Load
			Allocation *
51-4345908-1	302977741	430 W 6 th St, Red Wing, MN 55066	120%

By their signatures below, the parties agree to the foregoing Amendment.

Goodhue County

Nokomis Energy LLC

NAME:

ITS:

ITS:

DATE:

DATE:



Brian J. Anderson

Director of Finance and Tax Payer Services Goodhue County Finance & Taxpayer Services

> Brian.anderson@co.goodhue.mn.us 509 W. Fifth St. Red Wing, MN 55066 Phone (651) 385-3032

TO:

County Board of Commissioners

FROM:

Brian J. Anderson, Director of Finance and Tax Payer Services

SUBJECT:

Contract Employment Agreement for 2020 Audit Services

DATE:

November 3rd, 2020

Background:

The Finance Controller has always played in central role in leading the County's annual audit process. With the recent resignation of the Finance Controller who performed most of the audit work, the County will rely on its auditing firm, Clifton Larson Allen (CLA), to perform more of the audit duties than in recent years. Therefore, the 2020 Audit will present more challenges to fill in some of those voids where CLA can't and staff may not have the time. With that, staff is recommending the hiring of consultant Fran Windschitl to assist on an as-needed basis with the 2020 Audit.

Discussion:

Mr. Windschitl is a Certified Public Accountant and the former Rice County Auditor/Treasurer where he is still contracted with to perform their investment duties. In addition, Mr. Windschitl has also worked for the Office of the State Auditors Department where he performed many audits for counties up in the Brainerd lakes area. Mr. Windschitl has work with CLA in the past and is familiar with many of their staff including our principal auditor, Doug Host. Mr. Windschitl is also very familiar with our payroll system, ADP, and our accounting system, IFS. Mr. Windschitl is well known in our region and comes highly recommended by our County Administrator Scott Arneson.

As per the Agreement, Mr. Windschitl would perform his duties as an employee so he is indemnified under the County's liability insurance and will work on an as-needed basis and his base rate to assist with the Audit will be \$90/hr.

Recommendation:

Staff recommends for the Board to approve the Contract Employment Agreement for 2020 Audit Services with Fran Windschitl on an as-needed basis.

GOODHUE COUNTY BOARD OF COMMISSIONERS

CONTRACT EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November, 2020, (hereinafter referred to as the "Agreement") is made and entered into by and between Goodhue County, a Minnesota municipal corporation (hereinafter referred to as the "County") and Fran Windschitl (hereinafter referred to as the "Employee").

RECITALS

- **WHEREAS,** the County wishes to retain the services of the Employee as a contractor for an interim period of time for the purposes of performing audit related duties in support of the Finance Department of the County; and
- **WHEREAS,** the parties wish to set forth the terms and conditions of their relationship in this Agreement in order to assure the requisite flexibility to enable the Employee to function as a contractor with the County; and
- **NOW, THEREFORE,** in consideration of the mutual covenants set forth in this agreement, County and Employee agree as follows:
- Section 1. Contract. Employee shall be contracted by the County as Employee commencing on or about November 3rd, 2020.
- Section 2. <u>Duties</u>. The duties of the Employee's position shall be to perform, make written recommendations, and review work pertaining to the County's upcoming 2020 Audit in conjunction with providing any assistance needed in completion of the CAFR.
- Section 3. Discharge of Duties. The Employee shall be paid an hourly wage for all work performed as a contractor. The discharge of Employee's duties as a contractor allows them the ability to set their own schedule and work within the scope of responsibilities set forth in this agreement. The Finance Director will direct and oversee all work of the Employee.
- Section 4. Compensation. In exchange for the performance of the duties under this Agreement, Employee will be compensated at the rate of \$90.00 per hour for such services. Employee's compensation shall be subject to standard federal and state income tax withholdings, FICA and Medicare deductions, but excluding PERA deductions if appropriate. Employee agrees they shall not be entitled to any group insurance benefits, paid holidays, vacation, sick leave, severance, or County retirement benefits, and will not apply for unemployment after the 2020 Audit have been completed.
- Section 5. Compliance with Laws and Regulations. In providing services hereunder, Employee shall abide by all statures, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the County to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

Section 6. Term. This Agreement shall be for a term commencing November 3rd, 2020, and shall continue until completion of duties, unless terminated by one or both of the parties as set forth in this Agreement.

<u>Section 7</u>. <u>Indemnification.</u> The County shall defend and indemnify the Employee pursuant to Minnesota Statutes 466.07 and 465.76. In addition, the County shall defend, hold harmless, and indemnify Employee from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the Employee was action in the performance of the duties of the position.

<u>Section 8.</u> <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the County and the Employee, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

Section 9. Severability. The parties covenant and agree that the provisions herein are reasonable and not known to be in any violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

Date: N	November 3, 2020
GOOI	DHUE COUNTY
By:	M. C
	Mr. Scott Arneson
Its:	Administrator
Date:	
EMPL	OYEE
By	
J	Mr. Fran Windschitl
Its:	Contract Employee
Date:	



Brian J. Anderson Director of Finance and Tax Payer Services Goodhue County Finance & Taxpayer Services

Brian.anderson@co.goodhue.mn.us 509 W. Fifth St. Red Wing, MN 55066 Phone (651) 385-3032

TO: County Board of Commissioners

FROM: Brian J. Anderson, Director of Finance and Tax Payer Services

SUBJECT: MN DNR Snowmobile Trail Grant

DATE: November 3rd, 2020

Discussion:

Goodhue County has been the legal sponsor for funding from the DNR for maintenance of trails performed by various local snowmobile clubs. For many years annual approval was requested in order for the county to be the pass through entity for these grants or other snowmobile related funding. In February of 2015 the Board passed a five year resolution to support this relationship and the resolution expires this spring. The attachment is identical to the previous resolution extending the arrangement for another five years, through spring of 2025.

Recommendation:

I recommend the Board approve the attached resolution.

GOODHUE COUNTY BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS GOODHUE COUNTY, MINNESOTA

November 3, 2020

BE IT RESOLVED that Goodhue County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance of snow, ski and other trails managed by the Goodhue County Trail Association and the Cannon Valley Trail effective from 1/1/2021 through the end of the snowmobile season in the spring of 2025.

BE IT FURTHER RESOLVED that upon approval of its application by the state, Goodhue County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED that the Chairman of the Goodhue County Board and the Goodhue County Administrator are authorized to sign such an agreement with the Department of Natural Resources.

BE IT FURTHER RESOLVED that Auditor/Treasurer is hereby authorized to serve as the fiscal agent for the above referenced project.

District to the SEMMCHRA.

State	of Minnesota	
County of Goodhue		I, Scott Arneson, duly appointed, qualified and County
		Administrator of the County of Goodhue, State of Minnesota, do
Anderson	Yes No	hereby certify that I have compared the foregoing copy of a
Drotos	Yes No	resolution with the original minutes of the proceedings of the Board
Flanders	Yes No	of County commissioners, Goodhue County, Minnesota at their
Nesseth	Yes No	session held on the 3 rd day of November 2020, no on file in my office,
Majerus	Yes No	and have found the same to be a true and correct copy thereof.
		Witness my hand and official seal at Red Wing, Minnesota, this

3rd day of November 2020.

Cook Associated

Scott Arneson County Administrator

GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS 1st District 1121 West 4th Street Red Wing, MN 55066 BRAD ANDERSON 2nd District 10679 375TH St. Way Cannon Falls, MN 55009 BARNEY NESSETH 3rd District 41595 County 8 Blvd Zumbrota, MN 55992 JASON MAJERUS 4th District 39111 County 2 Blvd. Goodhue, MN 55027

PAUL DROTOS 5th District 1825 Twin Bluff Rd Red Wing, MN 55066





Deputy Director – Assistant Engineer Goodhue County Public Works Department

> 2140 Pioneer Road Red Wing, MN 55066 Office (651) 385.3025

TO: Honorable County Commissioners

Scott Arneson, County Administrator

FROM: Jess Greenwood, Deputy Director-Assistant Engineer

RE: 03 Nov 20 County Board Meeting - Consent Agenda

FINAL - Request approval of Contract SAP 025-621-013

CSAH 21 CONCRETE PAVING

Date: 28 Oct 20

Summary

It is requested that the County Board approve the attached resolution to accept and approve final payment disbursement of contract SAP 025-621-013 Concrete Paving including a change order adding bituminous paving for Hay Creek Township.

Background

This contract was for concrete paving 4.690 mi. on CSAH 21, and bituminous shouldering, for the 2020 construction season. The contractor for this project was Croell, Inc. of New Hampton, IA

The original contract was to mill and reclaim the bituminous surface, concrete pave the driving lanes, and place bituminous shoulders on CSAH 21 between Eagle Ridge Dr and TH 61.

Work commenced on 13 May 20 and was completed, with the exception of turf establishment, 17 July 20. Final completion date was 17 Aug 20. The original contract amount was \$4,839,193.05; revised contract amount was \$4,856,991.59; final contract amount is \$4,853,553.45. Final payment to the contractor is \$234,937.87. The completed revised contract amount is 0.01% less than the revised contract amount.

Alternatives

None.

Recommendations

It is the recommendation of staff that the County Board approves the attached resolution and finalizes this contract.

BOARD OF COUNTY COMMISSIONERS GOODHUE COUNTY, MINNESOTA

Date: 03 November 2020

WHEREAS, Contract No. 62113, SAP 025-621-013 Concrete Paving, has in all things been completed, and the County Board being fully advised in the premises; and,

WHEREAS, documentation for the project has been finalized, and final payment to the contractor, Croell, Inc. is \$234,937.87;

NOW, THEREFORE, BE IT RESOLVED, that the Goodhue County Board of Commissioners does hereby accept said completed project for and on behalf of the County of Goodhue and authorize final payment as specified herein.

State of Minnesota County of Goodhue

		I, Scott Arneson, duly appointed, qualified and County Administrator
Yes	No	of the County of Goodhue, State of Minnesota, do hereby certify that I have
Yes	No	compared the foregoing copy of a resolution with the original minutes of the
Yes	No	proceedings of the Board of County Commissioners, Goodhue County,
Yes	No	Minnesota at their session held on the 3 rd day of November 2020, now on file
Yes	No	in my office, and have found the same to be a true and correct copy thereof.
	Yes Yes	Yes No Yes No Yes No

Witness my hand and official seal at Red Wing, Minnesota, this 3rd day of November 2020.

Scott Arneson **County Administrator**

Greg Isakson, P.E.



Public Works Director/County Engineer Goodhue County Public Works Department

> 2140 Pioneer Road Red Wing, MN 55066 Office (651) 385-3025

TO: Honorable County Commissioners

Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 03 Nov 20 County Board Meeting – **CONSENT AGENDA**

ADA Transition Plan - Final

Date: 28 Oct 20

Summary

It is requested that the County Board approve the attached Goodhue County Public Works (GCPW) Americans with Disabilities Act (ADA) Transition Plan.

Background

In order to remain eligible for Federal Highway funding, all County Public Works/Highway Departments are required by the Federal Highway Administration to have a plan to implement the Federal ADA requirements on transportation infrastructure, known as an ADA Transition Plan.

A presentation was given by Stonebrooke Engineering in a Committee of the Whole on 20 Oct 20 discussing a draft ADA Transition Plan for Goodhue County Public Works. The ADA Transition Plan outlines a strategy for implementing ADA requirements on GCPW's infrastructure, and addresses modifications to that are necessary to provide equal access to individuals with disabilities. This planning process begins with an evaluation of current ADA features on the county transportation infrastructure such as curb ramps, rectangular rapid flashing beacons, and traffic control signal systems. If there are curb ramps, rectangular rapid flashing beacons, traffic control signal systems, or other ADA features on a section of highway that the County is improving through an overlay, repaving, or a full reconstruction project, these ADA features will be analyzed and brought up to current guidelines in that project.

The plan also identifies an ADA Coordinator whom the public can contact and a procedure to evaluate and potentially implement a modification to a Public Works policy, practice, program, or access issue at a Public Works facility.

Alternatives

- Revise the plan before adoption.
- Approve the plan as presented.

Recommendation

It is the recommendation of staff that the County Board approves the attached ADA Transition Plan.



Goodhue County Public Works ADA Transition Plan

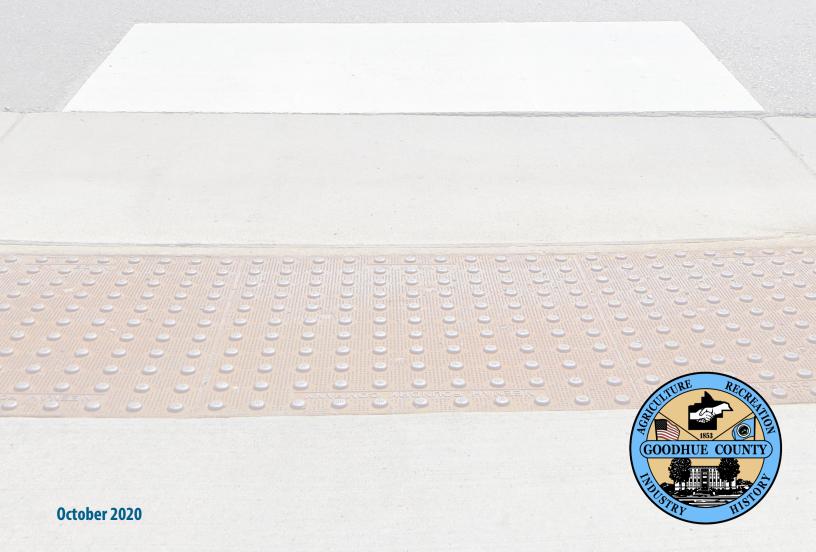


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INTRODUCTION

Transition Plan Need and Purpose

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

- Ι. **Employment**
- II. State and local government services
- III. Public accommodations
- IV. **Telecommunications**
- ٧. Miscellaneous Provisions

Appendix A of this document includes a glossary of ADA terms that may be used in this document. Title II of ADA pertains to the programs, activities and services public entities provide. As a provider of public transportation services and programs, Goodhue County Public Works (GCPW) must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." (42 USC. Sec. 12132; 28 CFR. Sec. 35.130)

As required by Title II of ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150, GCPW has conducted a self-evaluation of its facilities within public rights-of-way and has developed this Transition Plan for public rights-of-way detailing how the organization will ensure that all of those facilities are accessible to all individuals. This document has been created to specifically cover accessibility within the public rights-of-way and does not include information on other County programs, practices, or building facilities not related to public rights-of-way.

ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Acts of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law





apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of the ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Agency Requirements

Under Title II, Goodhue County must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 CFR Sec. 35.150).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability [28 CFR Sec. 35.130 (a)].
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result [28 CFR Sec. 35.130(b) (7)].
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective [28 CFR Sec. 35.130(b)(iv) & (d)].
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others [28 CFR Sec. 35.160(a)].
- Must designate at least one responsible employee to coordinate ADA compliance [28 CFR Sec. 35.107(a)]. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals [28 CFR Sec. 35.107(a)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [28 CFR Sec. 35.106].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [28 CFR Sec. 35.107(b)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.





SELF-EVALUATION CONDITION ASSESSMENT

Overview

Goodhue County Public Works is required, under Title II of the Americans with Disabilities Act (ADA) and <u>28 CFR 35.105</u>, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the County implements these policies.

The goal of the self-evaluation is to verify that, in implementing the County's policies and practices, the County's Public Works is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation includes consideration of curb ramps and rectangular rapid flashing beacon (RRFB) and traffic control signal systems that are located within the County rights-of-way. It also included the Cannon Valley Trail crossings of public roadways. County Public Works Building Facilities infrastructure consisting of the Public Works Building, Recycling Facility, and the Kenyon Highway Outshop were evaluated. Barriers to public accessibility are identified in the self-evaluation. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan. Addressing these barriers will involve making reasonable accommodations and physical modifications.

Summary

In 2019, Goodhue County Public Works conducted an inventory of pedestrian facilities within its public rights-of-way consisting of the following facilities:

- Pedestrian Ramps at county highway crossings that include trail or sidewalk facilities.
- Rectangular Rapid Flashing Beacon (RRFB) Systems
- Traffic Control Signal System
- Pedestrian Ramps at Cannon Valley Trail Crossings of roadways under another jurisdiction.

A total of 258 pedestrian ramps were inventoried in County right-of-way using aerial imaging.

A total of 37 pedestrian ramps were inventoried on Cannon Valley Trail of roadway under other jurisdiction using aerial imaging.

Three RRFB systems and one traffic control signal system were inventoried in the County rights-of-way using aerial imagery.





The public areas of three building facilities were evaluated in the following categories for accessibility:

Accessible Site: Parking Spaces, Drop Off Zones, Walkways, Ramps Handrails, Curb Ramps Accessible Buildings: Stairs, Lifts, Elevators, Handrails, Doorways, Door Approaches, Corridors

Accessible Spaces: Restrooms, Conference Rooms, Meeting Areas

Accessible Elements: Telephone, Drinking Fountains, Counters, Desks, Libraries.

Maps showing the locations of facilities in the rights-of-way that were assessed and a summary of the evaluation for all facilities is included in **Appendix B**.

POLICIES AND PRACTICES

Previous Practices

Since the adoption of the ADA, Goodhue County Public Works has striven to provide accessible pedestrian features as part of its Highway Construction Plan (HCP) projects. As additional information was made available as to the methods of providing accessible pedestrian features, the GCPW has updated their procedures to accommodate these methods. Recently, more standardized design and construction methods have evolved. GCPW has improved their understanding of available options and ability to assess the feasibility of implementing accessibility improvements through training on accessible features.

Since the adoption of the ADA, Goodhue County Public Works has striven to provide accessible features as part of the its capital improvement building projects. The MN Building Code, which sets forth requirements for building facilities, addresses ADA accessibility requirements at the time of construction or of major remodeling of county building facilities. The 2015 MN Accessibility code, part of the MN Building code, provides updated standardized design requirements for accessibility in MN that are required as part of building facility construction projects.





Policy

Goodhue County Public Works is committed to providing equal access to all its public programs, services, and activities for citizens with disabilities.

GCPW will inspect, inventory, and plan for any required improvements to facilities located in its public rights-of-way, to ensure compliance with the ADA. The goal is to continue to provide accessible pedestrian design features as part of the HCP projects. GCPW has established ADA design standards and procedures as detailed in **Appendix C**. These standards and procedures will be kept up to date with nationwide and local best management practices.

GCPW will coordinate with external agencies as necessary to ensure that all new or altered facilities within the GCPW jurisdiction are ADA compliant to the maximum extent feasible.

Maintenance of pedestrian facilities within the county's public rights-of-way will continue to follow the policies and practices set forth by the County. In general, the cities are responsible for snow removal operations for pedestrian facilities along county highways within each city.

Goodhue County Public Works will inspect, inventory and plan for any required improvements to its building facilities to ensure compliance with the ADA. The goal is to continue to provide accessible design features as part of the County capital improvement building projects. The County will follow established ADA design requirements detailed in the most current version of the 2015 MN Accessibility Code.

Pedestrian facilities providing access to county public works buildings will be maintained to ensure accessibility; to the extent feasible, when the buildings are open for public use.

Goodhue County Public Works will consider and respond to all accessibility improvement requests. Requests should be sent to the ADA Coordinator as specified in **Appendix D**. All accessibility improvements that have been deemed reasonable will be scheduled consistent with highway and county building facility priorities.

ADA COORDINATOR

In accordance with <u>28 CFR 35.107(a)</u>, GCPW has identified an ADA Title II Coordinator to oversee GCPW policies and procedures. It is the responsibility of the ADA Coordinator to implement this policy. Contact information for this individual is listed in **Appendix D**.





IMPROVEMENT SCHEDULE

Priority Areas

Goodhue County is committed to making investments to improve accessibility in the County.

A systematic approach to providing accessibility will be taken to absorb the cost into the County's Public Works budget for improvements to the public rights-of-way. Goodhue County reviews its priorities for the HCP which include pedestrian facilities on an annual basis. Specific ADA accessibility improvements will be considered in context of the HCP, the condition of pedestrian facilities and their proximity to specific higher pedestrian volume generating land uses such as schools, government offices and medical facilities, as well as from the receipt of public comments.

Public Works buildings' accessibility improvements will be addressed in the county capital improvement plan (CIP) for building projects or as part of operational budgets. Projects to be included will consider current conditions, ease of providing reasonable accommodations, as well as the receipt of public comments and resource constraints

The Public Works building parking lot was not evaluated as it was being reconstructed to comply with ADA requirements when the evaluation was done for facilities included in this plan.

County staff currently addresses building accessibility challenges through a variety of means. Reasonable accommodation examples include ensuring meetings and events are scheduled in accessible facilities and providing a table for a writing surface where there is a lack of accessible customer service counters.

Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

External Agency Coordination

Many other agencies are responsible for pedestrian facilities within the jurisdiction of Goodhue County, including the Minnesota Department of Transportation (MNDOT), the Cannon Valley Trail Joint Powers Authority, Cities, and Townships. GCPW will coordinate with these agencies to assist in the facilitation of the elimination of accessibility barriers along their routes and/or associated with their services located in County highway rights-of-way.





Schedule Goals

GCPW has set the following schedule goals for improving the accessibility of its pedestrian facilities within the County jurisdiction:

- Any pedestrian facility that has been identified as out of compliance or in need of maintenance shall be addressed by GCPW staff as they deem appropriate in a timely fashion
- Any pedestrian facilities identified as an existing hazard or compliance issue that GCPW staff believes needs to be addressed shall be incorporated into a project in the HCP.
- After 5 years, improvements identified in the County HCP will be ADA Compliant.

The schedule for major Public Works buildings improvements will be determined as part of the overall County CIP process.

IMPLEMENTATION SCHEDULE

Methodology

GCPW will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled HCP projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method includes standalone sidewalk and ADA accessibility improvement projects. These projects will be incorporated into the HCP on a case by case basis as determined by GCPW staff or may be completed by internal County forces or cities who maintain the facilities. The HCP includes a schedule and budget for projects.

Goodhue County will utilize two methods for upgrading building facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled capital improvement plan building projects. Building facilities impacted by these projects will be upgraded to meet current ADA accessibility standards to the extent feasible. The second method includes standalone ADA accessibility improvement projects. These projects will be incorporated into the CIP on a case by case basis as determined by County staff or may be completed by internal County staff or contractors.



PUBLIC OUTREACH

GCPW recognizes that public participation is an important component in the development of this plan. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of Goodhue County. Materials from public outreach activities are included in **Appendix F**.

Public outreach for the creation of this document consisted of the following activities:

- County Board ADA Transition Plan public meeting October 20, 2020
- County Facebook posting/feedback request
- No formal comments were submitted from the publi.
- The County's ADA Title II Coordinator will continue to be available for questions or discussion.

GRIEVANCE PROCEDURE

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities in regard to the ADA. This public notice is provided in **Appendix E**. If users of Goodhue County Public Works facilities and services believe the County has not provided reasonable accommodation, they have the right to file a grievance.

In accordance with <u>28 CFR 35.107(b)</u>, GCPW has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. This grievance procedure is outlined in **Appendix G**, with a Complaint Form in **Appendix H**. The complaint form can also be found on the County's website <u>www.co.goodhue.mn.us</u>.

MONITOR THE PROGRESS

This document, including the Appendices, will be updated as conditions within the County evolve. For plan updates, a public comment period will be established to continue the public outreach regarding the ADA accessibility of Public Works facilities.





APPENDICES

- **Glossary of Terms** A.
- B. Self-Evaluation
- C. Agency ADA Design Standards and Procedures
- D. ADA Coordinator
- E. ADA Public Notice
- F. Public Outreach Materials
- **G.** Grievance Procedure
- H. Complaint Form



Appendix A – Glossary of Terms

2015 MN Accessibility Code: The MN Building Code that specifically addresses ADA requirements for building projects and sites in Minnesota.

ADA Transition Plan: Goodhue County's Public Works transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Five-Year Highway Construction Plan, and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibro-tactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Detectable Warning: A surface feature of truncated domes built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice



Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration

Highway Construction Plan (HCP): The five-year plan for funding construction projects on the County's transportation system.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Public Rights-of-Way Accessible Guidelines* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right-of-way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

GCPW: Goodhue County Public Works



Appendix B – Self-Evaluation

Goodhue County is committed to making investments to improve accessibility within the County public rights-of-way. A systematic approach to providing accessibility will be taken to absorb the cost into the County Public Works budget for improvements to the public right-of-way.

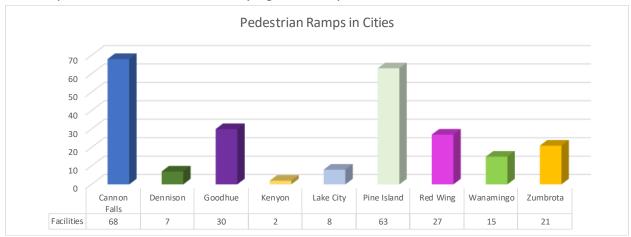
Maps showing the locations and a summary of the inventory is included on the following pages.

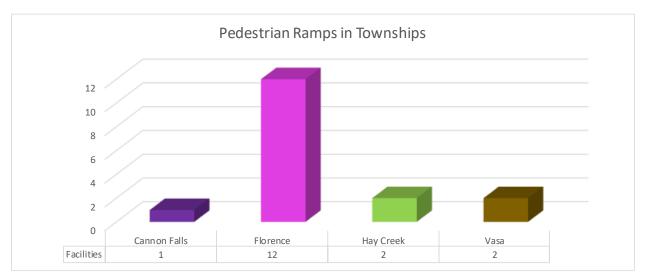
Pedestrian Ramps in County Right-of-Way

Two hundred and fifty-eight pedestrian ramps were inventoried in County rights-of-way using available aerial imaging. Of these, 103 have detectable warnings (truncated domes) with the remaining 155 without detectable warnings.



The following charts provide a breakdown of the numbers of pedestrian ramps in cities and townships located in Goodhue County rights-of-way.





Rectangular Rapid Flashing Beacon (RRFB) Systems in County Right-of-Way

Three Rectangular Rapid Flashing Beacon (RRFB) systems were inventoried using available aerial imaging.

- City of Red Wing 1 RRFB system
- City of Wanamingo 1 RRFB system
- Wanamingo Township 1 RRFB system

County Traffic Signal System in County Right-of-Way

• City of Red Wing – 1 Traffic Signal system

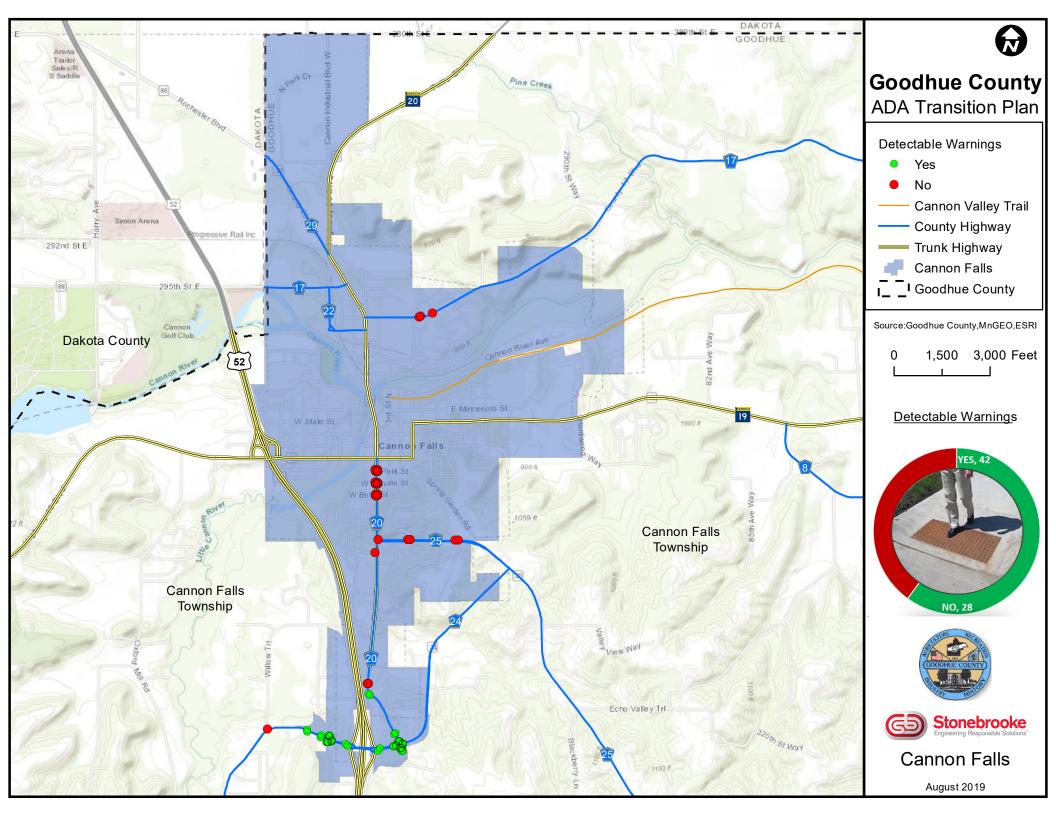


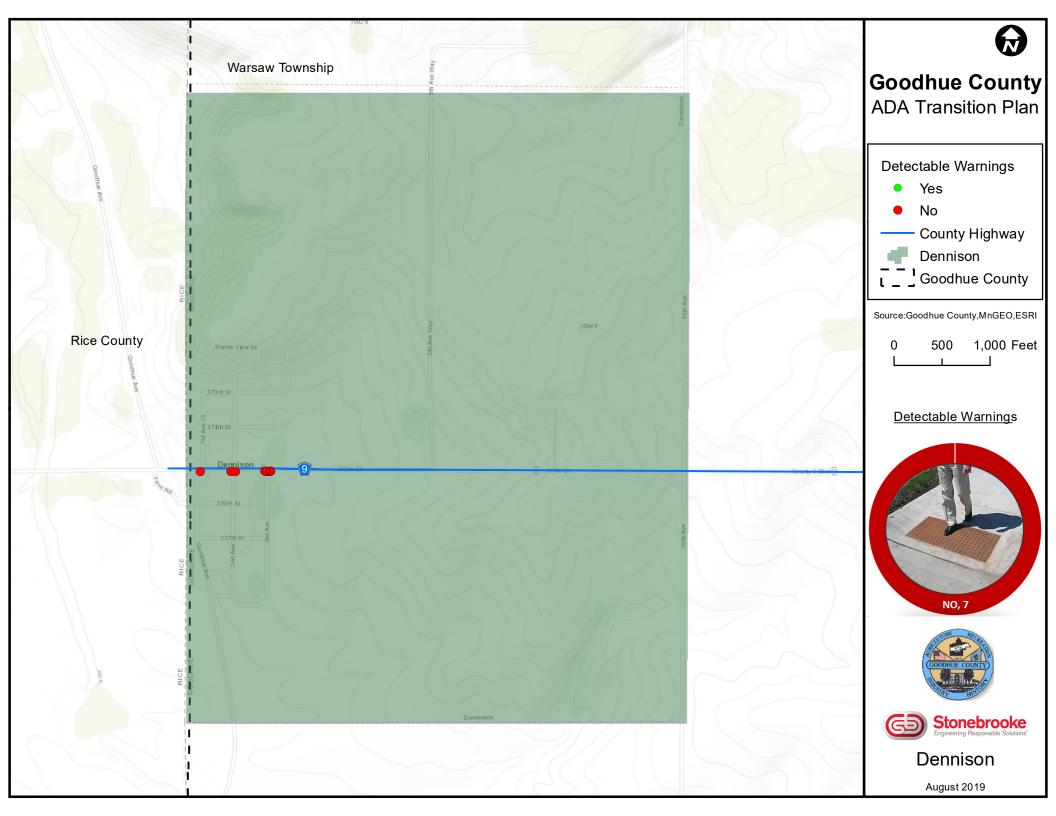


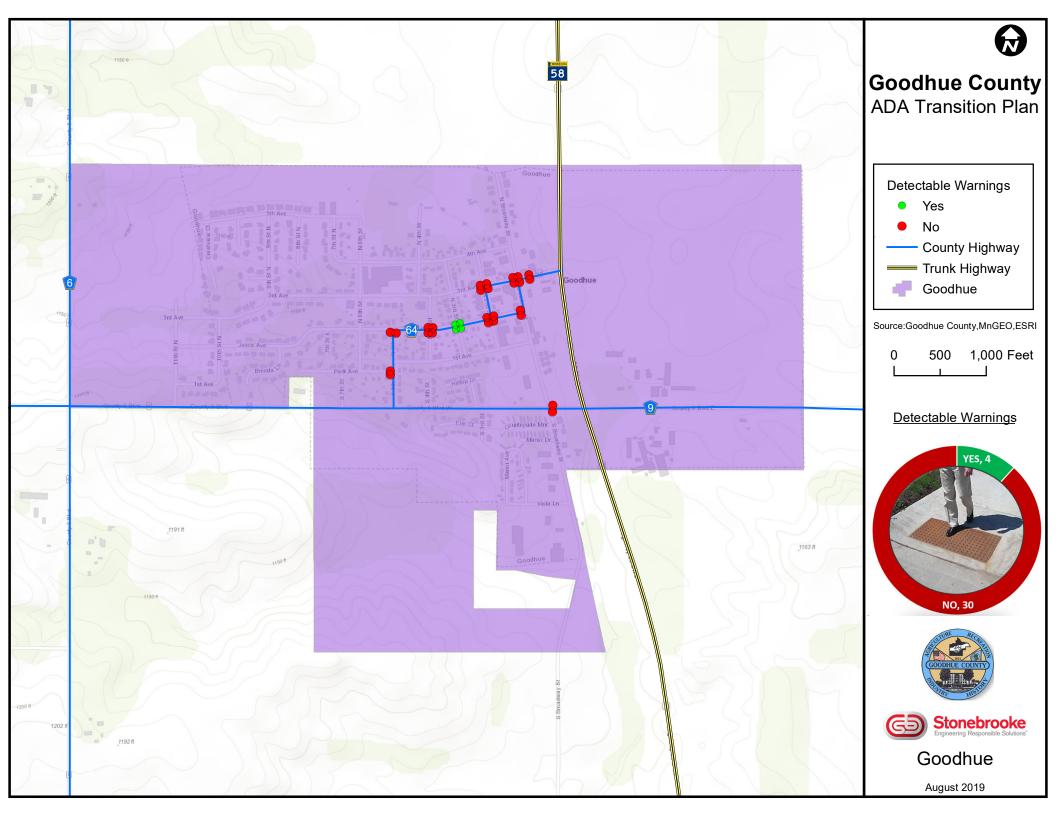
Pedestrian Ramps on Cannon Valley Trail in Right-of-Way other than County

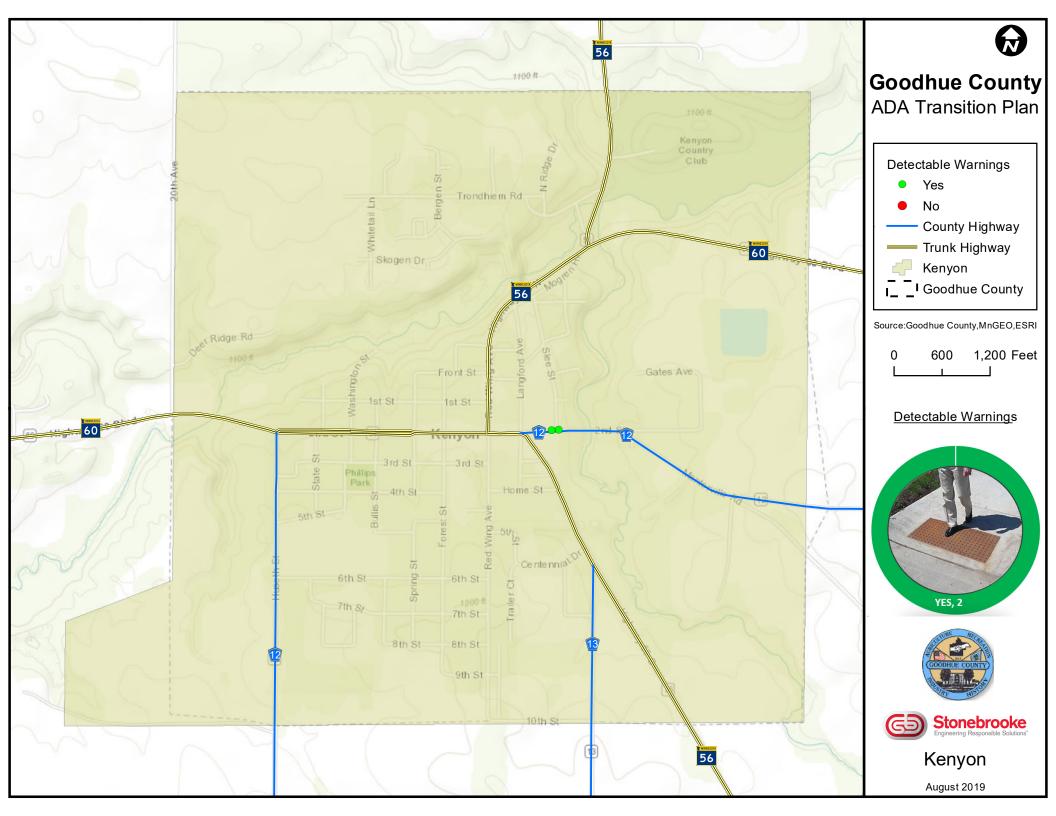
Thirty seven pedestrian ramps locations where the Cannon Valley Trail crosses roadways under non-county jurisdiction were inventoried. Of these thirty seven ramps, two have truncated domes, with the remaining thirty five without detectable warnings.

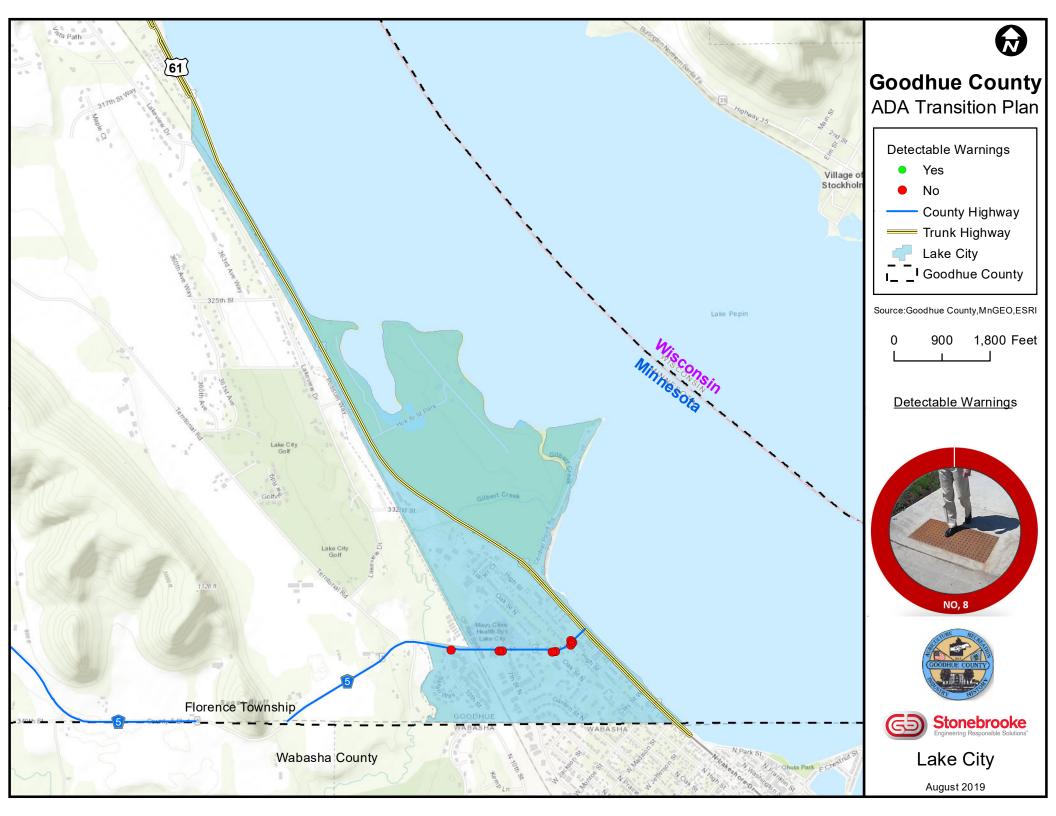


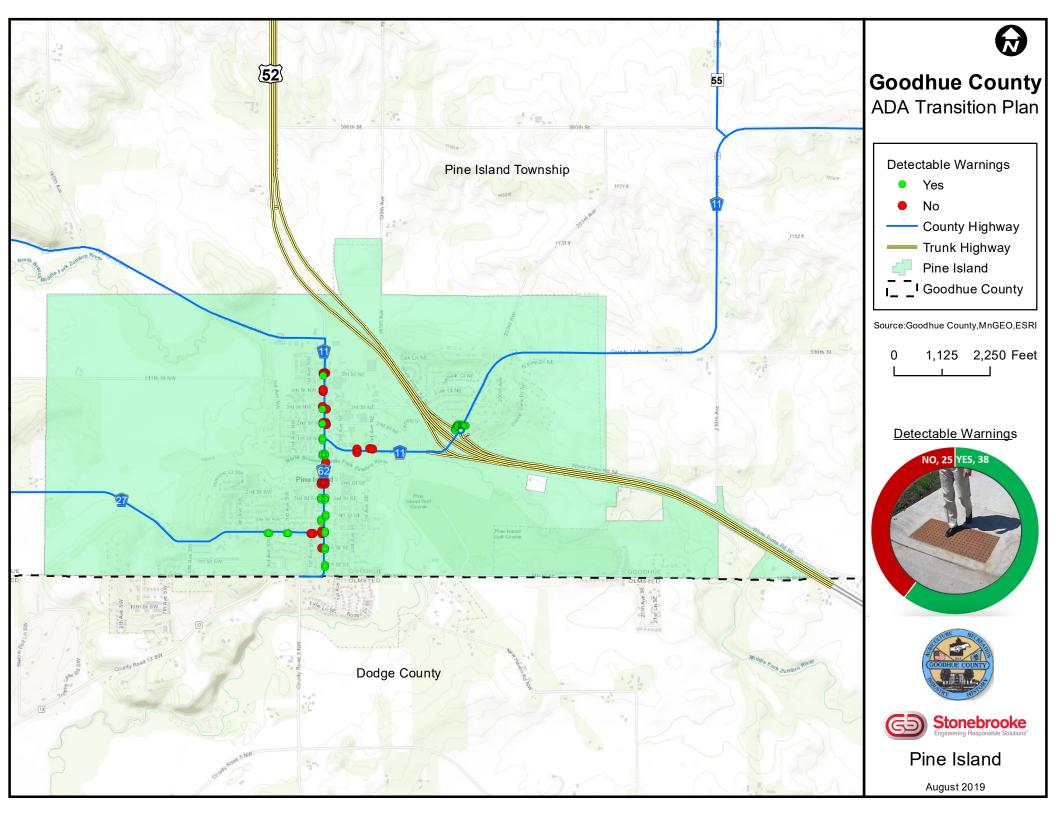


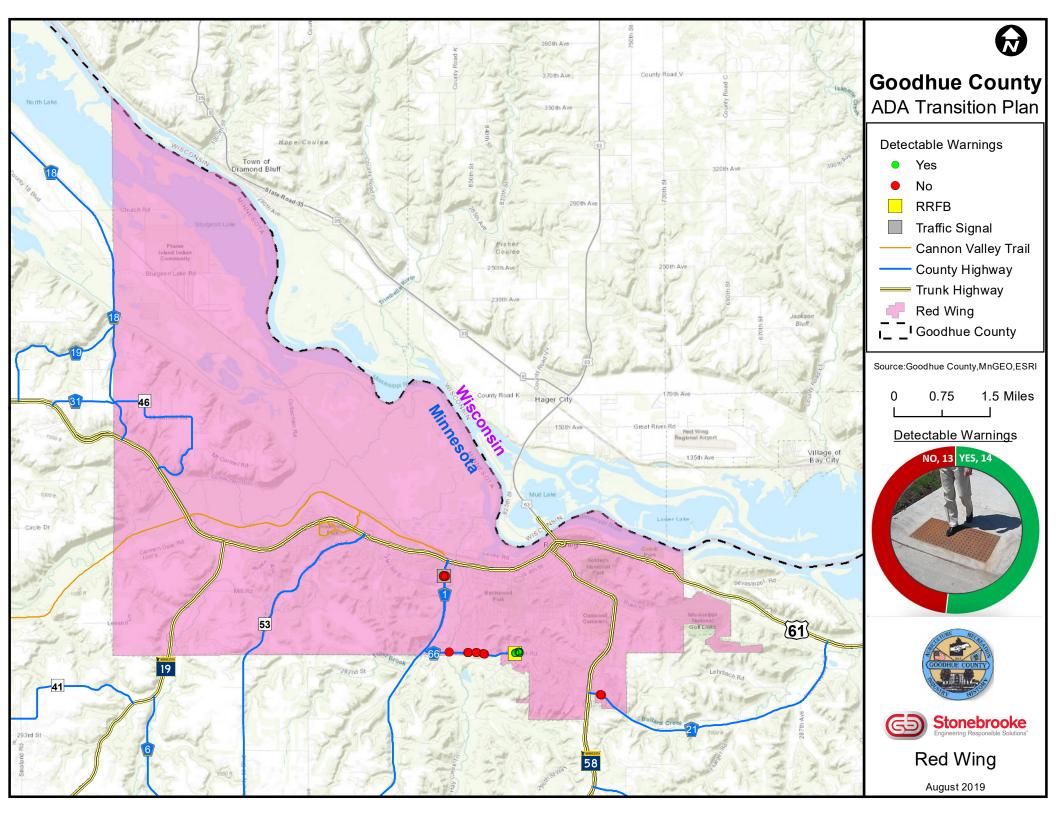


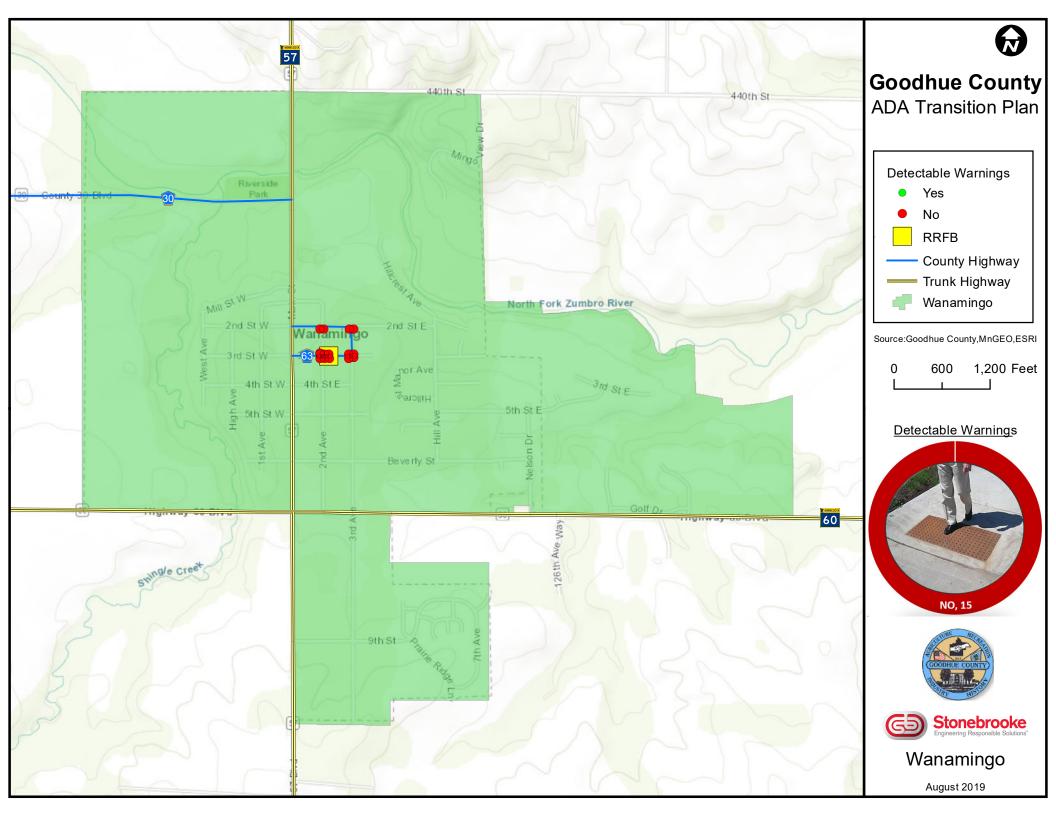


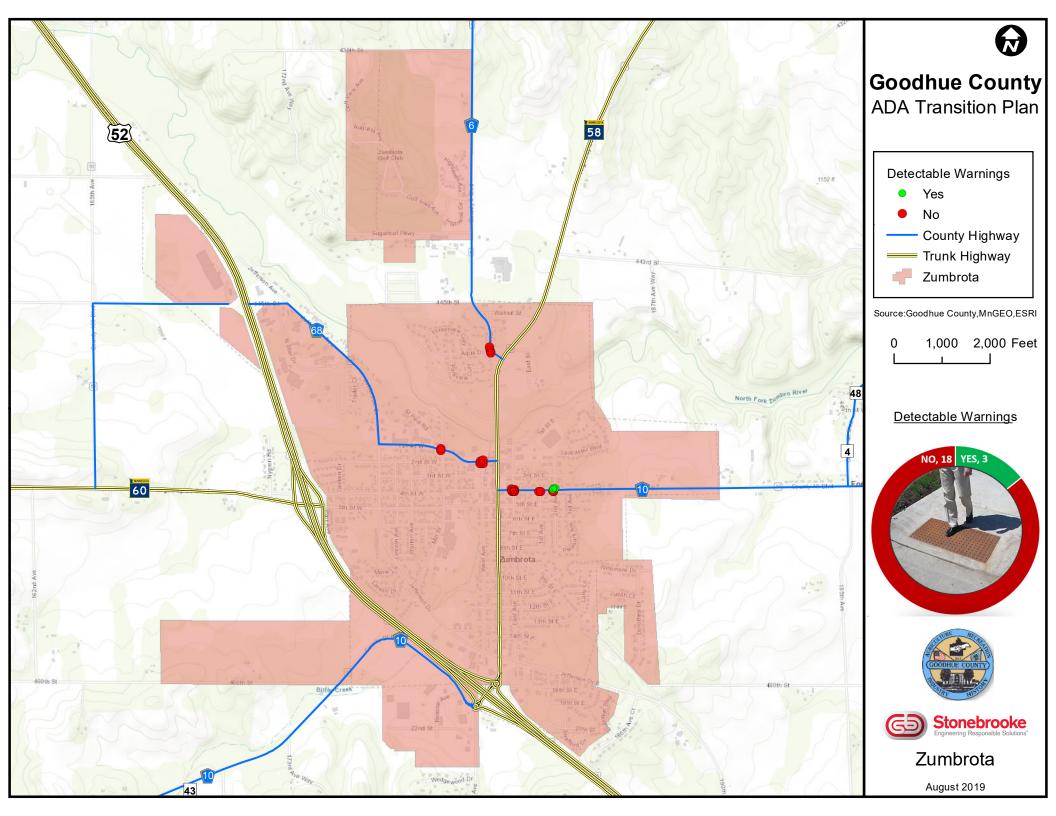


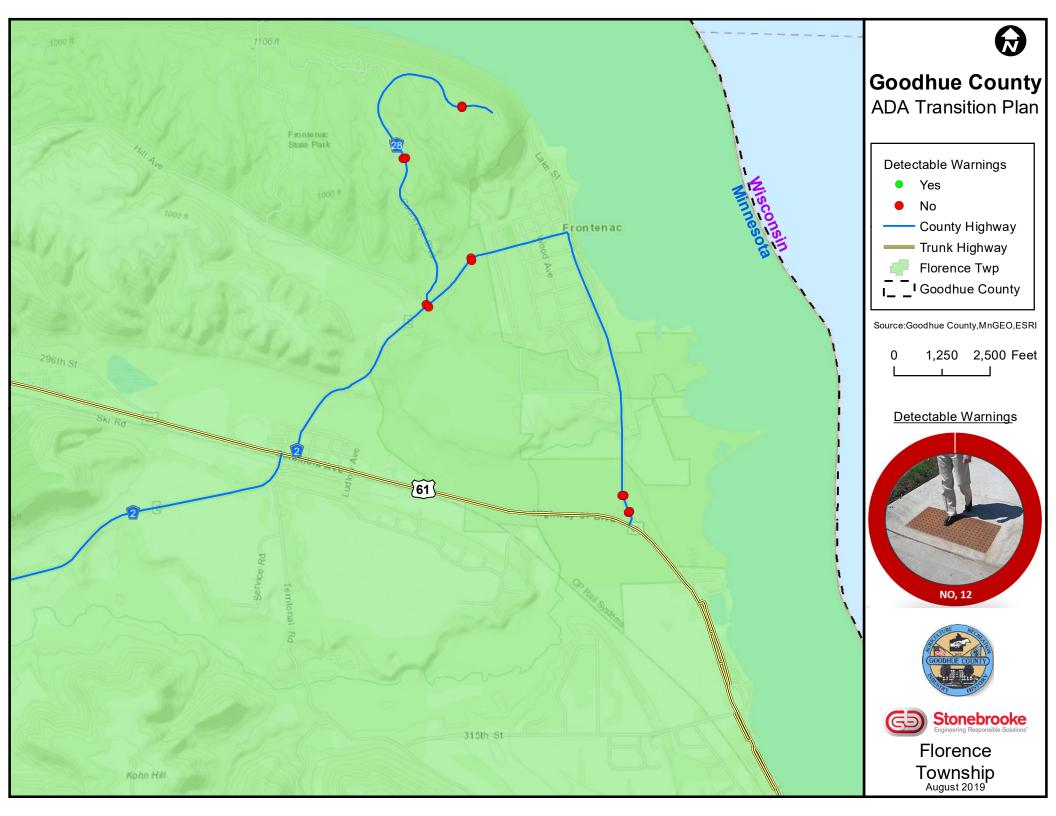


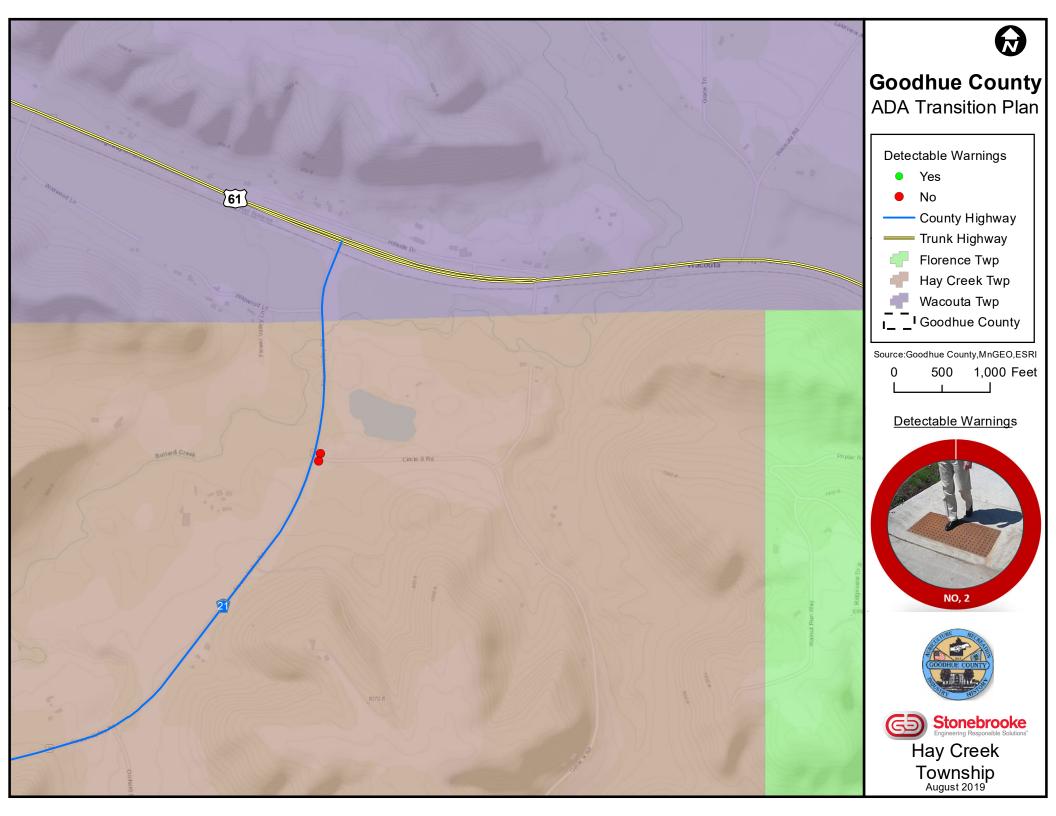


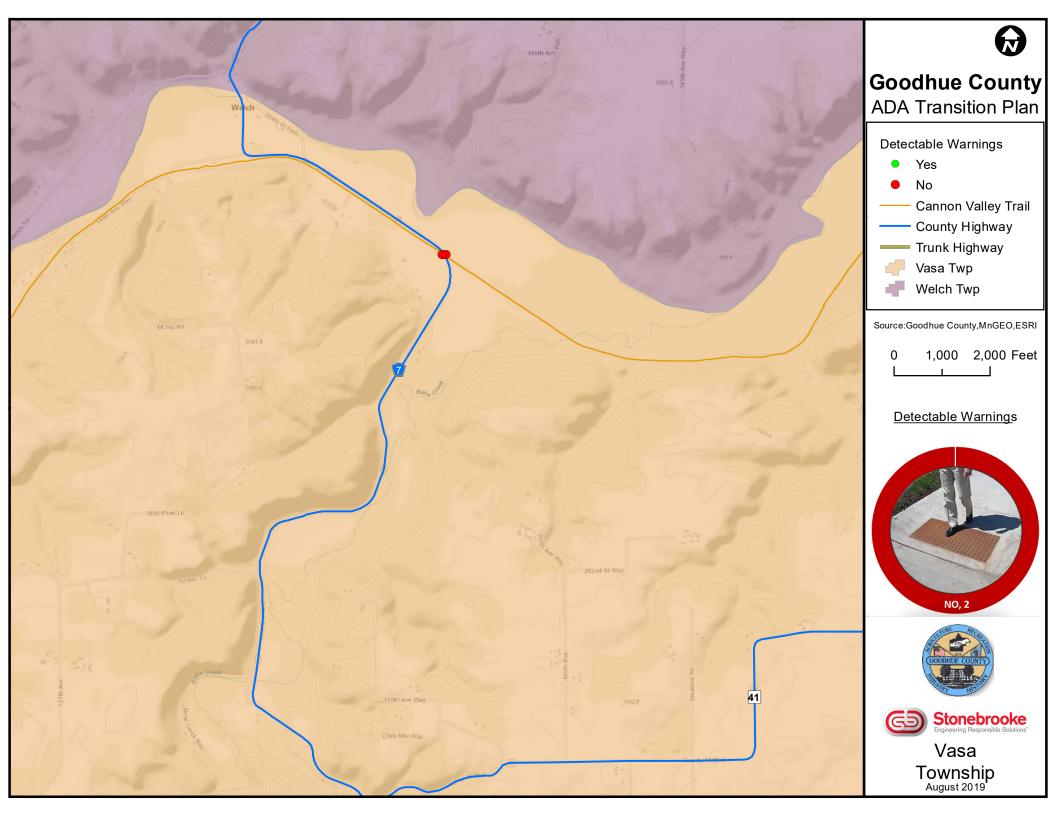


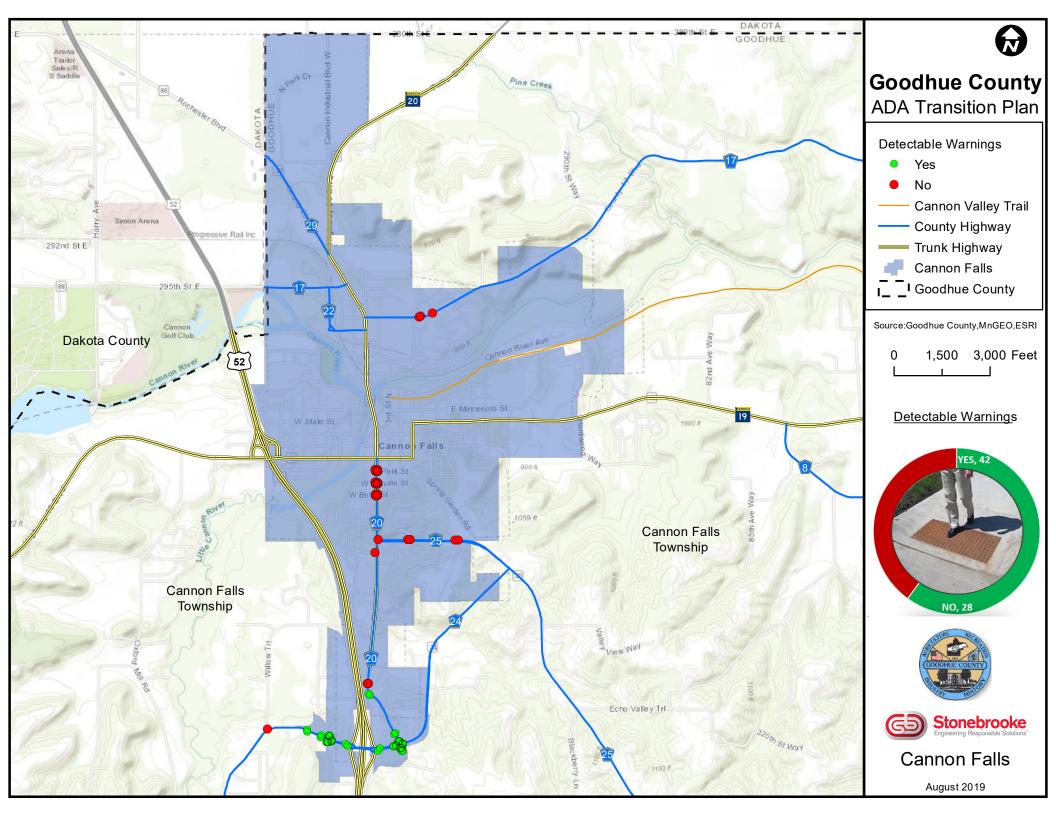












County Public Works - Building Assessment Summary

The assessment of the public service areas of the building facilities was done to determine areas where improvements or reasonable accommodation strategies may be necessary to maintain accessibility to county services. The summary below **notes only areas where compliance with current codes is not strictly met** and generally does not distinguish between compliance requirements at the time facilities were constructed and the building code changes that have occurred since that time.

1. Public Works Building

Site Accessibility

The parking lot was being reconstructed when the evaluation was completed so no assessment of parking, drop off zone, walkways and curb ramps was completed.

Interior Accessibility

• Doorways (Entrance and Interior)

Entrance – Eleven Assessment Items

Interior – Two Assessment Items

• Corridors - Thirteen Assessment Items

Item 4. If there are level changes of the floor between ¼ inch and ½ inch in height, are they beveled? NO

Item 5. Are all levels of the floor which are more than ½ inch above the main floor accessible by ramp lift or elevator? NO

Item 8. Do signs indicating restrooms, room numbers and names have both raised characters and Braille? NO

Item 11. Do public use counters have a section of the counter that is at least 36 inches wide and no more than 36 inches above the floor? NO

Spaces

Toilet Room – Male and Female; Twenty-seven Assessment Items.

Item 5. Is the toilet area measured from the wall next to the toilet, a minimum of 60 inches wide? NO

Item 7. Is the flush valve located on the wide side of the toilet area mounted no more than 48 inches above the floor? (If mounted above the grab bar, the flush valve must be at least 12 inches above the grab bar but no more than 48 inches above the floor.) NO

Item 12. Is the toilet paper dispenser mounted below the horizontal grab bar? NO



*Item 13. If there are two or more toilet compartments in a room, is there an ambulatory accessible compartment measuring 36 inches wide provided in addition to the wheelchair accessible compartment? NO

Item 22. Is the plumbing insulated or otherwise covered so there are no sharp of abrasive edges exposed? NO

Item 25. Is there at least one of each type of accessory (soap dispenser, towel dispenser, etc.) mounted such that the operating mechanism is no more than 48 inches above the floor? NO

Item 27. Does the toilet room have adequate space to allow a 5-foot diameter circle (to allow a wheelchair to turn 180 degrees)? NO

*This is a new requirement per the 2015 MN State Accessibility Code

Drinking Fountain - Nine Assessment Items

Item 4. Is the spout mounted no more than 36 inches above the floor? NO

Item 9. If only one drinking fountain per floor, does it have both a high and low spout? NO

Item 10._Does the drinking fountain protrude more than 4 inches from the wall between 27 inches and 80 inches above the floor? YES

2. Recycling Facility

Site Accessibility

Items 1 -15. Designated parking and accessible parking spaces are not provided. While this facility if largely a drop off area without designated spaces; a designated accessible parking space meeting all ADA requirements should be provided near the office area which is open to the public.

Interior Accessibility

• Doorways (Entrance and Interior)

Entrance – Eleven Assessment Items

5. Is the threshold no more than ½ inch in height? NO

Interior – Two Assessment Items

• Corridors

Item 3. If the corridor is less than 5 feet wide, are there passing spaces at least 5 feet by 5 feet located at intervals not exceeding 200 feet? NO

Item 8. Do signs indicating restrooms, room numbers and names have both raised characters and Braille? NO





Item 11. Do public use counters have a section of the counter that is at least 36 inches wide and no more than 36 inches above the floor? NO

Spaces

Toilet Room – Unisex; Twenty-seven Assessment Items.

Item 5. Does the toilet area have a minimum of 48 inches of clear floor space from the front of the toilet bowl to the compartment/room wall.? NO

*Item 12. If there are two or more toilet compartments in a room, is there an ambulatory accessible compartment measuring 36 inches wide provided in addition to the wheelchair accessible compartment? NO

Item 21. Is the plumbing insulated or otherwise covered so there are no sharp of abrasive edges exposed? NO

Item 26. Does the toilet room have adequate space to allow a 5-foot diameter circle (to allow a wheelchair to turn 180 degrees)? NO

*This is a new requirement per the 2015 MN State Accessibility Code

Drinking Fountain - Nine Assessment Items

Item 9. If only one drinking fountain per floor, does it have both a high and low spout? NO

Item 10. Does the drinking fountain protrude more than 4 inches from the wall between 27 inches and 80 inches above the floor? YES

3. Kenyon Highway Outshop

The purpose of evaluating the Kenyon Outshop is due to usage by the public as a voting site for public elections. The facility's primary use is as a highway shop for equipment and materials interior storage. It is assumed that highway equipment, tools and other supplies are cleared from the area used for voting by the public. The voting set up was not in place so could not be evaluated.

Site Accessibility

Items 1 -15. Designated parking and accessible parking spaces are not provided. Designated accessible parking spaces meeting all ADA requirements should be provided near the door used by the public during elections should be provided.

Interior Accessibility

• Doorways (Entrance and Interior)

Entrance – Eleven Assessment Items

Item 5. Is the threshold no more than ½ inch in height? NO





Interior – Two Assessment Items

• Corridors - Thirteen Assessment Items

Item 8. Do signs indicating restrooms, room numbers and names have both raised characters and Braille? NO

Item 12. Do objects protruding from walls between 27 and 80 inches above the floor project no more than 4 inches. NO

Spaces

Toilet Room – Unisex; Twenty-seven assessment items.

Item 11. Is the toilet paper dispenser mounted properly below the horizontal grab bar? NO

Item 17. Does the knee clearance extend at least 8 inches back from the front edge? NO

Item 18. Is there a toe clearance that extends at least 17 inches back from the front edge at a height of 9 inches above the floor? NO

Item 26. Does the toilet room have adequate space to allow a 5-foot diameter circle (to allow a wheelchair to turn 180 degrees)? NO

• Drinking Fountain - Nine Assessment Items

Item 7 - Do 50% of the drinking fountains per floor have a spout height between 38 inches and 43 inches? NO

Item 9 - If only one drinking fountain per floor, does it have both a high and low spout? NO

Item 10. Does the drinking fountain protrude more than 4 inches from the wall between 27 inches and 80 inches above the floor? YES

Appendix C – Agency ADA Design Standards and Procedures

Design Standards

GCPW generally follows the guidelines identified in the *Public Rights-of-Way Accessible Guidelines (PROWAG)* most recent version, when practical and feasible.

The County follows the 2015 MN Accessibility Code or most current Code for ADA building improvements.

Design Procedures

Intersection Corners

GCPW intends to construct or upgrade curb ramps to achieve compliance as part of its HCP. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted, and those intersection corners will remain on the transition plan. As opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of County staff.

Sidewalks / Trails

GCPW will coordinate with cities; who are generally responsible for sidewalks and trails located within county right-of-way, to evaluate and construct or upgrade sidewalks and trails to achieve compliance as part of the HCP. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted, and those segments will remain on the transition plan. As opportunities arise, those segments shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of County staff.

Rectangular Rapid Flashing Beacons and Traffic Control Signal Systems

GCPW will attempt to upgrade and construct RRFB systems and construct new traffic control signal systems to achieve compliance as part of the HCP. There may be limitations which make it technically infeasible for individual RRFB and traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted, and those locations will remain on the transition plan. As opportunities arise, those locations shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not,





each RRFB and traffic signal control system shall be made as compliant as possible in accordance with the judgment of County staff.

Building Design

Goodhue County follows Minnesota requirements for capital improvement building facility designs which typically require plans and specifications to be designed and approved by professional architects and engineers licensed by the State of Minnesota. For older building remodeling projects, there may be limitations which make it technically infeasible to achieve full compliance within the scope of any project. Those limitations will be noted and will remain on the transition plan. As future projects or opportunities arise, bringing those items into compliance shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each building shall be made as compliant as possible in accordance with the judgment of County staff.

Curb Ramps Corners on Pedestrian Access Routes to County Building Facilities

Goodhue County intends to construct or upgrade curb ramps to achieve compliance as part of its capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted, and those corners will remain on the transition plan. As future projects or opportunities arise, those corners shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each corner shall be made as compliant as possible in accordance with the judgment of County staff.

Sidewalks on Pedestrian Access Routes to County Building Facilities

Goodhue County will evaluate and attempt to construct or upgrade sidewalks and to achieve compliance as part of capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks to achieve full accessibility within the scope of any project. Those limitations will be noted, and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, every sidewalk shall be made as compliant as possible in accordance with the judgment of County staff.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.





Appendix D – ADA Coordinator Contact Information

Goodhue County Highway Department

ADA Title II & Implementation Coordinator

Greg Isakson, P.E. Name:

Or current County Engineer/Director

Address: Goodhue County Public Works

2140 Pioneer Road Red Wing, MN 55066

Phone: 651.385.3025

E mail: greg.isakson@co.goodhue.mn.us

Appendix E – ADA Public Notice

As part of the ADA requirements the County has posted the following notice outlining its ADA requirements:

Public Notice

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, the Goodhue County Public Works (GCPW) will not discriminate against qualified individuals with disabilities on the basis of disability in County services, programs, or activities.

Employment: The GCPW does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The GCPW will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the GCPW's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The GCPW will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in GCPW offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the GCPW, should contact the office of the ADA Coordinator (see **Appendix D**) as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the GCPW to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

The GCPW will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Appendix F – Public Outreach Material

The following pages are the PowerPoint presentation presented at the October 20, 2020 County Board public meeting and posted on the County Public Works Facebook Page.













Goodhue County Public Works ADA Transition Plan





What is an ADA Transition Plan?

- The Americans with Disabilities Act (ADA), enacted on July 26, 1990
- Prohibits discrimination based on disabilities
- Requires access to all public facilities, including pedestrian facilities such as sidewalks and crossings







ADA Transition Plan Requirements

- Access to all public facilities
- Modification of policies that deny equal access
- Effective communication procedures
- An ADA Coordinator
- Public notice of requirements
- Grievance process







Public Works - ADA Criteria

- All new highway construction & reconstruction projects will conform to current ADA guidelines
- Building improvements will comply with the 2015 MN Accessibility Code (ADA Building Code)



 Public requests will be evaluated and responded to by County staff





Public Works - ADA Goals

 After 5 years, items identified in the Highway Construction Plan will be ADA-Compliant



 After 20 years, 80% of accessibility features within the County Highway rightof way will be ADA compliant





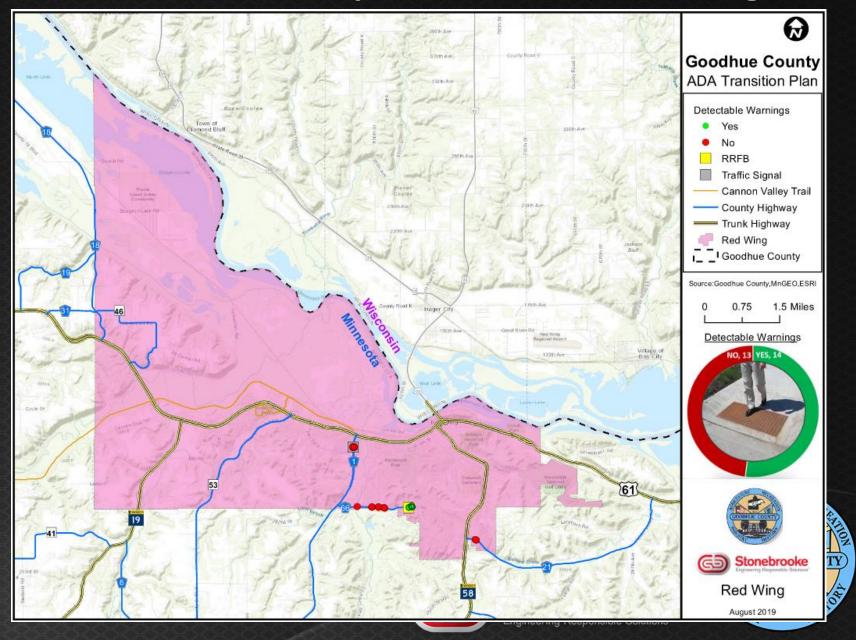
Public Works - Self Evaluation

- 258 pedestrian ramps within County highway right-of-way
- 3 rectangular rapid flashing beacon (RRFB) systems within the County highway right-of-way
- 1 traffic signal system within County highway right-of-way
- Public Works buildings public areas

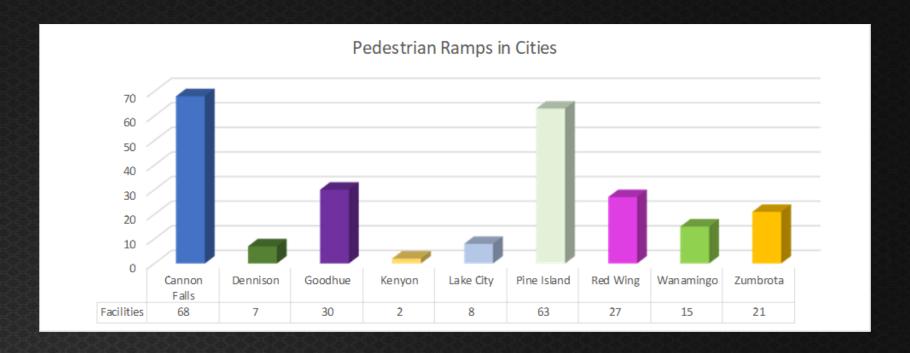




Pedestrian Ramp Locations – Red Wing



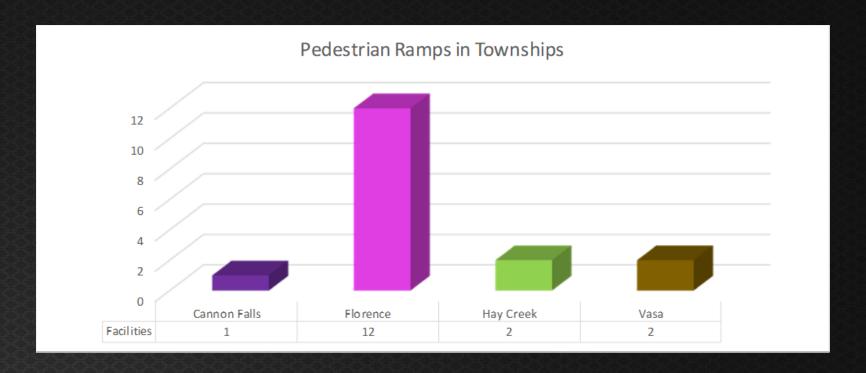
Pedestrian Ramp Locations







Pedestrian Ramp Locations







Next Steps

- Posted on County Facebook page
 - Draft Plan
 - PowerPoint presentation
 - Public comments requested

Finalize plan including public comments

Present to County Board for approval





Questions?









Appendix G – Grievance Procedure

Prior to filing a grievance, the public is strongly encouraged to contact the GCPW ADA Coordinator to discuss any concerns regarding County Public Works facilities. The GCPW ADA Coordinator role is designed to provide a point of contact for the public to address concerns. It is anticipated that most concerns identified will be able to be resolved by the ADA coordinator. Contact information for the GCPW ADA coordinator can be found in **Appendix D** of this document.

Goodhue County Public Rights-of-Way

Grievance Procedure under The Americans With Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Goodhue County Public Works. County rules and regulations govern employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or their designee as soon as possible but no later than 60 calendar days after the alleged violation to the ADA Coordinator. Contact information can be found in **Appendix D** of this document.

Within fifteen working days after receipt of the complaint, the ADA Coordinator or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen working days of the meeting, the ADA Coordinator or their designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, or audio tape. The response will explain the position of the County and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or their designee does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 30 calendar days after receipt of the response to the County Administrator or her/his designee.



Within thirty calendar days after receipt of the appeal, the County Administrator or her/his designee will meet with the complainant to discuss the complaint and possible resolutions. Within thirty calendar days after the meeting, the County Administrator or her/his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or their designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the County in accordance with state and federal law.

Goodhue County Public Rights-of-Way Grievance Procedure

Those wishing to file a formal written grievance with Goodhue County Public Works may do so by one of the following methods:

• Internet

Visit the Goodhue County website at www.co.goodhue.mn.us and click the link to the ADA Complaint Form. A copy of The ADA Complaint Form is included with this document in **Appendix H**.

• <u>Telephone</u>

Contact the ADA Coordinator as specified in **Appendix D** to submit an oral complaint. The ADA Coordinator will prepare and submit the complaint form on behalf of the person filing the grievance.

Paper Submittal

Contact the ADA Coordinator as specified in **Appendix D** to request a paper copy of the complaint form, complete the form, and submit it to the ADA Coordinator.

The ADA Complaint Form will ask for the following information:

- The name, address, telephone number, and email address for the person filing the grievance
- The name, address, telephone number, and email address for the person alleging an ADA violation (if different than the person filing the grievance)
- A description and location of the alleged violation and the nature of a remedy sought, if known by the complainant.
- If the complainant has filed the same complaint or grievance with the United States Department of Justice (DOJ), another federal or state civil rights agency, a court, or others, the name of the agency or court where the complainant filed it and the filing date.



If the grievance filed does not concern a Goodhue County Public Works facility, GCPW will work with the complainant to contact the agency that has jurisdiction.

A GCPW staff person will conduct an investigation necessary to determine the validity of the alleged violation. As a part of the investigation, the staff person may conduct an engineering study to help determine the response. The staff person will take advantage of department resources and use engineering judgment, data collected, and any information submitted by the citizen to develop a conclusion. A staff person will be available to meet with the complainant to discuss the matter as a part of the investigation and resolution of the matter. The GCPW will document each resolution of a filed complaint and retain such documentation in the department's ADA Complaint file in accordance with state and federal law.

GCPW will consider all specific complaints within its context or setting. Furthermore, the County will consider many varying circumstances including: 1) the nature of the access to services, programs, or facilities at issue; 2) the specific nature of the disability; 3) the essential eligibility requirements for participation; 4) the health and safety of others: and 5) the degree to which an accommodation would constitute a fundamental alteration to the program, service, or facility, or cause an undue hardship to Goodhue County.

Accordingly, the resolution by GCPW of any one complaint does not constitute a precedent upon which the County is bound or upon which other complaining parties may rely.

File Maintenance

GCPW shall maintain ADA Complaint files in accordance with state and federal law.

Complaints on Title II violations may also be filed with the DOJ within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the Department of Justice (DOJ). The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice Civil Rights Division

950 Pennsylvania Avenue, N.W. Disability Rights Section - NYAV Washington, D.C. 20530 www.ada.gov

(800) 514-0301 (voice – toll free)

(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.





Appendix H – Complaint Form

See the following two pages for the complaint form.

Goodhue County Public Rights-of-Way Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 Discrimination Complaint Form

The public is strongly encouraged to contact the ADA Coordinator to discuss any concerns regarding County Public Works transportation facilities prior to starting the grievance process. It is anticipated most accessibility issues, once identified, will be satisfactorily resolved by the ADA Coordinator without the need for completion of the formal complaint form.

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the ADA Coordinator as specified in Appendix D . Attach additional sheets if necessary.
Complainant Name: Street Address: City, State and Zip Code: Telephone (Home): Telephone (Business):
Person Discriminated Against: (if other than the complainant) Address: City, State, and Zip Code: Telephone (Home/Business or Both):
Government, or organization, or institution which you believe has discriminated:
Name: Street Address: City: County:

State and Zip Code: Telephone Number:

When was the issue discovered/when did the problem occur? (Date):

Describe the issue in detail, providing the name(s) where possible of the individuals who have been contacted. (Add additional pages if necessary):





Have prior efforts been made to resolve this complaint through the grievance procedure?						
Yes		No				
If Yes: what is the status of the grievance?						
Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court?						
Yes		No				
If Yes: A	Agency	or Cour	rt:			
Contact Person: Street Address: City, State, and Zip Code: Telephone Number:						
Date Fil	led:					
Do you intend to file with another agency or court?						
Yes		No				
If Yes: A	Agency (or Cour	rt:			
Address	s:					
Telepho	one Nur	mber:				
Signatu	re:					
Date:						

Return to: ADA Coordinator as specified in **Appendix D**.





NOTICE OF RIGHTS

In accordance with the Minnesota Government Data Practices Act, Goodhue County Public Works is required to inform you of your rights as they pertain to the private information collected from you. Your personal information we collect from you is private. Access to this information is available only to you and the agency collecting the information and other statutorily authorized agencies, unless you or a court authorizes its release.

The Minnesota Government Data Practices Act requires that you be informed that the following information, which you are asked to provide, is considered private.

The purpose and intended use of the requested information is:

To assist Goodhue County staff and designees to evaluate and respond to accessibility concerns within the public right-of-way.

Authorized persons or agencies with whom this information may be shared include:

Goodhue County officials, staff or designee(s)

Furnishing the above information is voluntary, but refusal to supply the requested information will mean:

Goodhue County staff may be unable to respond to or evaluate your request.

MINN. STAT. §13.04(2)9999

Brian J. Anderson



Finance Director Goodhue County Finance & Taxpayer Services

Brian.Anderson@co.goodhue.mn.us 509 W. Fifth St Red Wing, MN 55066 Phone (651) 385-3043 Fax (651) 267-4878

To: Board of Commissioners

From: Brian Anderson, Finance Director

Date: November 3, 2020

RE: Tobacco License Annual Renewal

We request the County Board of Commissioners to approve the below application for an annual tobacco license renewal for the following establishment, contingent on review and approval from the County Sheriff and County Attorney.

1. 61 Express, 33971 Highway 61 Blvd, Frontenac, MN 55026

This license will run from December 1, 2020 thru November 30, 2021.

GOODHUE COUNTY BOARD OF COMMISSIONERS

Brian J. Anderson



Director of Finance & Tax Payer Services Goodhue County Finance & Taxpayer Services

> Brian.Anderson@co.goodhue.mn.us 509 W. Fifth St Red Wing, MN 55066 Phone (651) 385-3043 Fax (651) 267-4878

To: Board of Commissioners

From: Brian Anderson, Finance Director

Date: November 3, 2020

RE: Liquor Licenses Annual Renewals

We request the County Board of Commissioners approve the applications for annual renewal of Liquor Licenses for the following establishments, contingent upon approval from the County Sheriff, County Attorney, and the State Liquor Control Commissioner.

<u>Establishment:</u> <u>Liquor License:</u>
1. B Wells Bar On Sale & Sunday

30106 Scandinavia Ave Frontenac, MN 55026

2. Hay Creek Campground On Sale & Sunday

31655 Highway 58 Blvd Red Wing, MN 55066

3. Mt Frontenac Golf Clubhouse On Sale & Sunday

32420 Ski Rd

Frontenac, MN 55026

4. Welch Village Ski Area (2 locations) On Sale & Sunday

26685 Co 7 Blvd Welch, MN 55089

5. Cannon River Inn On & Off Sale & Sunday

26374 Cty 7 Blvd Welch, MN 55089

GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS 1st District 1121 West 4TH St Red Wing, MN 55066 BRAD ANDERSON 2nd District 10679 375TH St. Way Cannon Falls, MN 55009 BARNEY NESSETH 3rd District 41595 County 8 Blvd Zumbrota, MN 55992 JASON MAJERUS 4th District 39111 County 2 Blvd. Goodhue, MN 55027

PAUL DROTOS 5th District 1825 Twin Bluff Rd Red Wing, MN 55066 6. Lake City Golf Course 33587 Lakeview Dr Lake City, MN 55041

On Sale & Sunday

7. 61 Express 33971 Hwy 61 Blvd Frontenac, MN 55026 Off Sale

Licenses will run from December 1, 2020 thru November 30, 2021.

GOODHUE COUNTY BOARD OF COMMISSIONERS

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	11/3/2020	Staff Lead:	Ruth Greenslade	
Consent Agenda:	∐Yes ⊠ No	Attachments:	⊠ Yes □ No	
Action Requested:	Tobacco Licensing Ordinance Public Hearing & Adopt Revised Ordinance			

BACKGROUND:

Goodhue County's tobacco retailer licensing ordinance was updated in 1999. There is a need to update this, matching our local ordinance and enforcement with recently updated state and federal laws.

- 1. In late December 2019, President Trump signed legislation to amend the Federal Food, Drug, and Cosmetic Act, and raised the federal minimum age of sale of tobacco products from 18 to 21.
- 2. On August 1, 2020, The Minnesota Tobacco 21 law went into effect that will ensure implementation, compliance and enforcement of a commercial tobacco sale age of 21 years old. The state law:
 - Raises the minimum legal sales age for commercial tobacco products to 21;
 - Increases retailer penalties for furnishing or selling to persons under 21;
 - Eliminates criminal penalties for underage possession, use, or purchase (PUP) violations, allowing only non-monetary, civil penalties for underage use of false identification to purchase or attempt to purchase;
 - Updates compliance check protocols to require decoys to be between 17-20 years of age;
 - Narrows the adult-only store exceptions for self-service and sampling, allowing these
 activities only in stores that prohibit entry by anyone under the age of 21, have an entrance
 directly to the outside, and derive at least 90 percent of gross revenue from license products;
 - Requires retailers to check photo identification to verify the age of anyone under 30;
 - Requires Minimum Legal Sales Age (MLSA) signage at every licensed retail location; and
 - Updates the definition of electronic delivery devices, providing broader coverage than federal law.

Our ordinance currently applies to retailers in Bellechester, Frontenac, Hay Creek, Welch, and unincorporated areas. The cities of Cannon Falls, Dennison, Goodhue, Kenyon, Pine Island, Red Wing, Wanamingo, and Zumbrota have ordinances for tobacco retailers within their city limits.

To further ensure implementation, compliance and enforcement—which takes place at the county level—Goodhue County needs to update our ordinance to align with state and federal law. These ordinance changes have been reviewed the Public Health Law Center and the Goodhue County Attorney's Office.

A summary of Goodhue County Health and Human Services staff work on this topic over the years:

- **February 2014**: Gina Johnson, Clearway Minnesota Grant Coordinator, presented survey results of a 4-county phone survey of public support for updating/revising tobacco ordinances such as ordinance #1014.14. Goodhue County Health and Human Services received ClearWay Minnesota grant funding from 2005-2017 for various tobacco prevention efforts.
- 2015: County Board approved an increase to the Goodhue County tobacco licensing fee.
- May 2017: Gina Johnson provided an update on the Goodhue County tobacco ordinance, including recommended changes from our Attorney's office. No action was taken at this time. Our ClearWay funding then ended, and part of our Statewide Health Improvement Partnership (SHIP) funding was redirected for our Live Well Goodhue County Coordinator to work on tobacco prevention.
- **November 2018**: David Anderson, Live Well Goodhue County Coordinator, again shared information on the current state of our tobacco ordinance and options to strengthen it, including raising the minimum age to purchase tobacco products to 21. The Board requested staff to engage with our communities to learn if any cities were planning to raise the minimum age to 21.
- March 2019: Public Health Law Center (PHLC) reviewed our ordinance and recommended updated language to meet the minimum tobacco sales restrictions required by state and federal laws. The PHLC also recommended additional language and format changes to improve the clarity of our policy.
- June 2019: HHS staff met with our Attorney and Sheriff staff to review recommended updates.
- April-December 2019: David Anderson has given presentations to service clubs and community
 groups, and attended Parent-Teacher Conferences in Red Wing and Fall Activity Registration
 night in Kenyon-Wanamingo. Informational City Council presentations occurred in Kenyon, Pine
 Island, Red Wing and Wanamingo and Zumbrota.
- **November 2019**: David Anderson presented to HHS Board. HHS Board recommended County Board move forward with minimum updates and requested a COW for more local feedback about youth penalties.
- **February 2020**: David Anderson presented to the Committee of the Whole. Information was provided on purchase, use, and possession penalties for youth. After this COW, the legislature did pass changes which went into effect August 1, 2020, which eliminate purchase, use, and possession penalties for youth.
- March 2020-present: Ruth Greenslade presented to a meeting of local city administrators about moving forward to update city tobacco retail ordinances in March just before the stay at home order. Since state law had not yet been passed, the intent was to raise the minimum sales age to 21 consistently in all the city ordinances. David Anderson continues to communicate with and work with cities to update their ordinances to match the Minnesota Tobacco 21 law, which went into effect August 1, 2020 (see above).
- **September 2020**: Public Health Law Center and Goodhue County Attorney's Office again reviewed recommended revisions to ensure consistency with the recent changes in state law.
- October 2020: County board scheduled a public hearing for 11/3 and notice was published.

RECOMMENDATION:

It is recommended that staff present the following power point before the public hearing to give background information about the ordinance, and then open up the hearing and allow the public to give their input.

It is the recommendation of staff that the County Board approve the draft of Tobacco Retailer Licensing Ordinance #1014.14 as written and presented.

NOTICE OF PUBLIC HEARING Goodhue County Board of Commissioners Tuesday, November 3, 2020 at 9:00

am

VIRTUAL MEETING NOTICE

"Due to concerns surrounding the spread of COVID-19, it has been determined that in-person meetings or meetings conducted under Minn. Stat. 13D.02a are not practical or prudent. Therefore, meetings that are governed by the Open Meeting Law will temporarily be conducted by telephone or other electronic means pursuant to Minn. Stat. 13D.021."

Goodhue County Board Commissioners will conduct a public meeting pursuant to this section on November 3, 2020 at 9:00 a.m. via GoToMeeting platform. The board and staff will attend the meeting via GoToMeeting by video or phone. The public is welcome to monitor the meeting by logging https://global.gotomeeting.com/join/21 3760261 or calling 1 877 309 2073 beginning at 8:50 a.m. or any time during the meeting. Access Code: 213-760-261

Public Comments: Interested persons must submit comments by phone, in writing, or via email by noon on Monday, November 2, 2020. To submit your comments please contact David Anderson at 651-385-6148, by david.anderson@co.goodhue.mn.us or mail them to him at Goodhue County Health and Human Services- Healthy Communities Division at 426 West Avenue, Red Wing, MN 55066 Comments received by this deadline will be read into the record during the public hearing, including name and address.

PUBLIC HEARING: Tobacco Licensing Ordinance

Goodhue County's tobacco retailer licensing ordinance was updated in 1999. There is a need to update this. matching our local ordinance and enforcement with recently updated state and federal laws. Our ordinance currently applies to retailers in Bellechester, Frontenac, Hay Creek, Welch, and unincorporated areas. The cities of Cannon Falls, Dennison, Goodhue, Kenyon, Pine Island, Red Wing, Wanamingo, and Zumbrota have ordinances for tobacco retailers within their city limits. To further ensure implementation, compliance and enforcement-which takes place at the county level- Goodhue County needs to update our ordinance to align with state and federal law.

(Oct. 17, 2020) 2863129



Tobacco Retailer Ordinance

County Board Meeting—Public Hearing
Tuesday, November 3, 2020
David Anderson, Live Well Goodhue County Co-Coordinator



Background

- Last update 1999
- Only applies to a few retailer(s) in Goodhue County –most covered by City ordinances
- Tobacco products and state & federal laws have changed greatly in the last 20 years
- Previous presentations by HHS staff and feedback received from the GCHHS Board
- Public Health Law Center recommendations
- November 2019: HHS Board recommended County Board move forward with update of ordinance to align with state and federal policies
- February 2020: Committee of the Whole discussion of federal updates and Purchase, Use and Possession (PUP) Provisions. Committee requested scheduling a public hearing.
- August 2020: New state law in effect including T21 and removing PUP Provisions.

Overview

- Changes in State and Federal Law since 1999
 - Summary of updates
 - Recent changes with Tobacco 21
 - Recent changes with Purchase, use, and possession (PUP) provisions
 - School Policy Options
- Recommended revisions include updates to meet the <u>minimum</u> tobacco sales restrictions required by state and federal laws and some additional language and format changes

Summary - Adding definition of "Electronic Delivery Device" - Adding definition of "Indoor Area" - Updating "Moveable Place of Business" to include klosks - Adding definition of "Tobacco" - Adding semoking (including all forms of smoking, marijuana, synthetics, and e-cigs) with indoor area of any licensed establishment (Section 400, Subd. 9) - Prohibiting since or nominal cost samples (Section 400, Subd. 10) - Prohibiting free or nominal cost samples (Section 400, Subd. 10) - Prohibiting sales to persons under legal age (Section 800) including new requirements above verification and signage consistent with the recent 2020 state law changes - Updating the wording of the exception allowing self-service sales in tobacco shops, to add language "derive at least 90 percent of their revenue from tobacco" (Section 1000) - Adding Section 1100 requiring child-resistant packaging for electronic delivery device fluid - Requiring in Section 1300 that underage persons are used in compliance checks - Requiring two compliance checks to include persons at least 17 but under 21 (Section 1300) - Removing underage purchase, use, and possession provisions (Sections 1400, 1500, and consistent with 2020 changes in state law.

Summary of the updates to meet the minimum tobacco sales restrictions required by state and federal laws:

- 1. Adding Section 200 to establish the where in the county this ordinance applies and to clarify that retailers who obtain licenses from a city are not required to obtain a license from the county as
- Updating Definitions (Section 300)
 - Adding definition of "Child-resistant Packaging"
 - Adding definition of "Electronic Delivery Device"
- Prohibiting smoking (including all forms of smoking, marijuana, synthetics, and e-cigs) within the
- Prohibiting sales to persons under legal age (Section 800) including new requirements about age
- Updating the wording of the exception allowing self-service sales in tobacco shops, to add state
- Adding Section 1100 requiring child-resistant packaging for electronic delivery device fluid

- . Removing underage purchase, use, and possession provisions (Sections 1400, 1500, and 1600), consistent with 2020 changes in state law.
- Offering alternative penalties for use of false identification by persons under 18 in Section 1600. Subd. 4., consistent with 2020 changes in state law. These penalties would include non-criminal. non-monetary civil penalties including classes, diversion programs, community service, etc.
- 13. Setting new minimum fines and a longer lookback period, and specifically allowing for revocation after the 3rd violation (Section 1600), consistent with the 2020 changes in state law.
 - 1" violation: \$75 300
 - 2nd violation: \$300 600
 - 3⁻¹ violation: \$350 1000
 - Within lookback period of 34 36 months.

Summary of additional language and format changes:

- 1. Changing Section 600, 700, and 1500 subsections from "A., B., C., etc." to "Subd. 1, Subd. 2" and other changes to format (adding some underlining where it was missing, etc.) for consistency
- 2. Correcting a couple spelling errors
- Renaming ordinance and updating preamble and Purpose (Section 100).
 - Focusing on retailers
 - Discussing all tobacco products.
 - Adding that sales to persons under 21 are a violation of Federal and state law
 - Using lowercase "o" for "ordains" and "ordinance" in preamble.
- Updating Definitions (Section 300)
 - Alphabetizing the definitions.
 - Removing unnecessary definition "Individually packaged"
 - Removing unnecessary definition "minor"
 - Removing unnecessary definition "Person"
 - Adding a missing comma in definition of "Vending Machine"

GCHHS UPDATED 10/1/2020

- Giving more information about "Compliance Checks"
- Updating "Loosies" to include all tobacco products and clarifying, based on feedback from many communities, that prohibiting "Loosies" prohibits the sale of product removed from packaging (not including individually packaged premium cigars)
- Clarifying "Indoor Area" definition by adding, "A standard window screen (0.011 gauge with an eighteen (18) by sixteen (16) mesh count) is not considered a wall"
- Updating "Retail Establishment" with a few more common examples.
- Clarifying definition of "Self-Service Merchandising" to more simply/dearly define the term.
- Updating "Smoking" to include all forms of smoking, marijuana, synthetics, and e-cigs.
- Updating "Tobacco Related Devices" to include wraps and new tobacco products.
- 5. Clarifying the language prohibiting free or nominal cost samples (Section 400, Subd. 10) to include "free donation" is prohibited even outside of the retail setting
- Adding provision to Section 600 for denial of license to applicants with suspended license to sell.
- 7. Removing redundant provision in Section 700 repeating prohibition of unlicensed sales
- 8. Removing redundant provisions in Section 700 repeating prohibition of vending and self-service
- Simplifying the language in Self-Service Sales (Section 1000) consistent with simplified definition. Giving more procedural clarity about hearings (red underline text) in Section 1300, Subd. 2 and 4.
 - Subd. 2 Hearings, if a person accused of violating this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. A hearing must be requested within thirty (30) days of the issuance of a citation or it shall be deemed waived. The County Administrator or other designated County officer shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least 10 business days prior to the
 - Subd. 4 Decision. A decision will be issued by the hearing officer within 10 business days. of the hearing. If the hearing officer determines that a violation of this ordinance did occur. that decision, along with the hearing officers reasons for finding a violation and the penalty to be imposed under Section 1400 of this ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator by in-person delivery or mail as soon as oracticable. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator by in-person delivery or mail as soon as practicable. The decision of the hearing officer is final, subject to an appeal as described in Subd. 5 of this
- 11. Adding flexibility by making the issuance of a criminal penalty to persons over 18 optional (Section
- 12. Renaming Section 1600, Subd. 2 "Employees and Other Individuals" (previously just "Other
- Adding exceptions for religious, spiritual, or cultural use of tobacco in Section 1700 Subd. 1.
- Adding reasonable reliance on proof of age as an affirmative defense in Section 1700 Subd. 2.
- Updating effective date as needed (Section 1900).
- Renumbering all sections and subdivisions as needed.

GCHHS UPDATED 10/1/2020

Most recent updates



Federal T21

December 21, 2019 - It is now illegal for a retailer to sell any tobacco product

 including cigarettes, cigars and e-cigarettes – to anyone under 21.

State T21

May 16, 2020 – Minnesota becomes the 25th state to adopt Tobacco 21.

Updated State Policy – in effect August 2020

- State law removed penalties for underage possession, use and purchase (under age 21) of tobacco products.
- Allows alternative penalties (like diversion program) for people caught using a fake ID
 - Local communities design and administer alternative penalties
 - Also could include: tobacco-free education; tobacco cessation programs; notice to schools, and parents or guardians; community service; and court diversion program.



Purchase, Use, and Possession (PUP) in Goodhue County

Before August 2020

- Tobacco purchase, use, or possession under age 18
 - Minors often given option for diversion program before a ticket is submitted to Court
 - \$50 fine

Under new state law

- Tobacco purchase, use, or possession under age 21
 - No ticket
 - No fine
 - Schools/parents determine consequences
- Tobacco purchase with fake ID under age 21
 - Diversion program
 - No fine

Purchase, Use, and Possession options for schools

- Confiscate tobacco product
- Notify parent
- Student meeting with a chemical health educator
- Required Tobacco Education/ Diversion Program
- Provide tobacco cessation information
- Student meeting with a chemical health educator, with parent
- Community service

- In Goodhue County As of February 2020
 - Most used punitive measures
 - suspension
 - refer to law enforcement
 - Some also have prevention programs
 - Codes of Student Conduct say purchase, use and possession is a violation of the district's tobacco policies and is unacceptable behavior subject to disciplinary action by the school district

Recommended Revisions (see attachment)

GOODHUE COUNTY TOBACCO LICENSING ORDINANCE Ordinance #1014.14

The County Board of Goodhue County ordains and establishes an ordinance relating to the sale of tobacco, tobacco products, tobacco related devices, electronic delivery devices, and nicotine or lobeliz delivery devices in the County.

Section 100. Purpose

Because the County recognizes that many retailers sell tobacco, tobacco products, tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices to persons under the age of 21; and because sales to persons under the age of 21 are a violation of Federal and state law; and because studies have shown that most people who use commercial tobacco products begin before they have reached the age of 21 years and that those persons who reach the age of 21 years without having started using commercial tobacco products are significantly less likely to ever begin; and because the use of commercial tobacco products has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this ordinance shall be intended to regulate the sale of tobacco, tobacco products, tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery devices for the purpose of enforcing and furthering existing laws and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to use commercial tobacco products as stated in Minn. Stat.§

Section 200. Applicability and Jurisdiction

This ordinance governs the licensing and regulation of the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotime or lobelia delivery products in the unorganized territory of Goodhue County and in any city or town located in Goodhue County that does not license and regulate retail sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotime or lobelia delivery products in conformance with the minimum requirements of Minn. Stat. § 461. Retail establishments licensed by a city or town are not required to obtain a second license for the same location under this ordinance.

Section 300. Definitions and Interpretations

Except as may otherwise be provided or clearly implied by context,

all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given to them:

Subd. 1 Child-resistant Packaging. "Child-resistant-packaging" shall mean packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Subd. 2 Compliance Checks. "Compliance Checks" shall mean the system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying the requirements of this ordinance. Compliance checks involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products. Compliance checks may be conducted by the county or other units of government for aducational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to licensed products.

Subd. 3 Electronic Delivery Device. "Electronic delivery device" shall mean any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption though inhalation of aerosol or vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other nedical purposes, and is being marketed and sold solely for that approved purpose.

Subd. 4 Indoor Area. "Indoor area" shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an eighteen (18) by sixteen

Next Steps

- 1. Questions & Answers
- 2. Public Hearing
- 3. Motion

Summary of the updates to meet the <u>minimum</u> tobacco sales restrictions required by state and federal laws:

- 1. Adding Section 200 to establish the where in the county this ordinance applies and to clarify that retailers who obtain licenses from a city are not required to obtain a license from the county as well.
- 2. Updating Definitions (Section 300)
 - Adding definition of "Child-resistant Packaging"
 - o Adding definition of "Electronic Delivery Device"
 - Adding definition of "Indoor Area"
 - Updating "Moveable Place of Business" to include kiosks
 - o Adding definition of "Tobacco"
- 3. Prohibiting smoking (including all forms of smoking, marijuana, synthetics, and e-cigs) within the indoor area of any licensed establishment (Section 400, Subd. 9)
- 4. Prohibiting free or nominal cost samples (Section 400, Subd. 10)
- 5. Prohibiting sales to persons under legal age (Section 800) including new requirements about age verification and signage consistent with the recent 2020 state law changes
- 6. Updating the wording of the exception allowing self-service sales in tobacco shops, to add state language "derive at least 90 percent of their revenue from tobacco" (Section 1000)
- 7. Adding Section 1100 requiring child-resistant packaging for electronic delivery device fluid
- 8. Requiring in Section 1300 that underage persons are used in compliance checks
- 9. Requiring two compliance checks per year (Section 1300)
- 10. Requiring compliance checks to include persons at least 17 but under 21 (Section 1300)
- 11. Removing underage purchase, use, and possession provisions (Sections 1400, 1500, and 1600), consistent with 2020 changes in state law.
- 12. Offering alternative penalties for use of false identification by persons under 18 in Section 1600, Subd. 4., consistent with 2020 changes in state law. These penalties would include non-criminal, non-monetary civil penalties including classes, diversion programs, community service, etc.
- 13. Setting new minimum fines and a longer lookback period, and specifically allowing for revocation after the 3rd violation (Section 1600), consistent with the 2020 changes in state law.

1st violation: \$75 300
 2nd violation: \$200 600

o 3rd violation: \$250 1000

Within lookback period of 24 36 months

Summary of additional language and format changes:

- 1. Changing Section 600, 700, and 1500 subsections from "A., B., C., etc." to "Subd. 1, Subd. 2" and other changes to format (adding some underlining where it was missing, etc.) for consistency
- 2. Correcting a couple spelling errors
- 3. Renaming ordinance and updating preamble and Purpose (Section 100)
 - Focusing on retailers
 - Discussing all tobacco products
 - Adding that sales to persons under 21 are a violation of Federal and state law
 - o Using lowercase "o" for "ordains" and "ordinance" in preamble
- 4. Updating Definitions (Section 300)
 - Alphabetizing the definitions
 - o Removing unnecessary definition "Individually packaged"
 - o Removing unnecessary definition "minor"
 - o Removing unnecessary definition "Person"
 - Adding a missing comma in definition of "Vending Machine"

- o Giving more information about "Compliance Checks"
- Updating "Loosies" to include all tobacco products and clarifying, based on feedback from many communities, that prohibiting "Loosies" prohibits the sale of product removed from packaging (not including individually packaged premium cigars)
- Clarifying "Indoor Area" definition by adding, "A standard window screen (0.011 gauge with an eighteen (18) by sixteen (16) mesh count) is not considered a wall"
- o Updating "Retail Establishment" with a few more common examples
- Clarifying definition of "Self-Service Merchandising" to more simply/clearly define the term
- Updating "Smoking" to include all forms of smoking, marijuana, synthetics, and e-cigs
- o Updating "Tobacco Related Devices" to include wraps and new tobacco products
- 5. Clarifying the language prohibiting free or nominal cost samples (Section 400, Subd. 10) to include "free donation" is prohibited even outside of the retail setting
- 6. Adding provision to Section 600 for denial of license to applicants with suspended license to sell
- 7. Removing redundant provision in Section 700 repeating prohibition of unlicensed sales
- 8. Removing redundant provisions in Section 700 repeating prohibition of vending and self-service
- 9. Simplifying the language in Self-Service Sales (Section 1000) consistent with simplified definition
- 10. Giving more procedural clarity about hearings (red underline text) in Section 1300, Subd. 2 and 4
 - Subd. 2 Hearings. If a person accused of violating this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. A hearing must be requested within thirty (30) days of the issuance of a citation or it shall be deemed waived. The County Administrator or other designated County officer shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least 10 business days prior to the hearing.
 - Subd. 4 Decision. A decision will be issued by the hearing officer within 10 business days of the hearing. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officers reasons for finding a violation and the penalty to be imposed under Section 1400 of this ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator by in-person delivery or mail as soon as practicable. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator by in-person delivery or mail as soon as practicable. The decision of the hearing officer is final, subject to an appeal as described in Subd. 5 of this section.
- 11. Adding flexibility by making the issuance of a criminal penalty to persons over 18 optional (Section 1400, Subd. 6)
- 12. Renaming Section 1600, Subd. 2 "Employees and Other Individuals" (previously just "Other Individuals")
- 13. Adding exceptions for religious, spiritual, or cultural use of tobacco in Section 1700 Subd. 1
- 14. Adding reasonable reliance on proof of age as an affirmative defense in Section 1700 Subd. 2
- 15. Updating effective date as needed (Section 1900)
- 16. Renumbering all sections and subdivisions as needed

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Section 200. Applicability and Jurisdiction

This ordinance governs the licensing and regulation of the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products in the unorganized territory of Goodhue County and in any city or town located in Goodhue County that does not license and regulate retail sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products in conformance with the minimum requirements of Minn. Stat. § 461. Retail establishments licensed by a city or town are not required to obtain a second license for the same location under this ordinance.

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- all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given to them:
 - Subd. 1 Child-resistant Packaging. "Child-resistant-packaging" shall mean packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.
 - Subd. 2 Compliance Checks. "Compliance Checks" shall mean the system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying the requirements of this ordinance. Compliance checks involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products. Compliance checks may be conducted by the county or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to licensed products.
 - Subd. 3 Electronic Delivery Device. "Electronic delivery device" shall mean any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption though inhalation of aerosol or vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.
 - Subd. 4 Indoor Area. "Indoor area" shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard window screen (0.011 gauge with an eighteen (18) by sixteen

- (16) mesh count) is not considered a wall.
- <u>Subd. 5 Licensed Products.</u> "Licensed Products" shall mean any tobacco or tobacco product, tobacco related device, electronic delivery device, or nicotine or lobelia delivery product.
- Subd. 6 Loosies. "Loosies" shall mean the common term used to refer to single cigarettes, cigars, and any other licensed products that have been removed from their original retail packaging and offered for sale. LOOSIES does not include premium cigars that are hand-constructed, have a wrapper made entirely from whole tobacco leaf, and have a filler and binder made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor.
- Subd. 8 Moveable Place of Business. "Moveable Place of Business" shall refer to any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.
- Subd. 9 Nicotine or Lobelia Delivery Device. "Nicotine or lobelia delivery device" shall mean any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.
- Subd. 10 Retail Establishment. "Retail Establishment" shall mean any place of business where licensed product area available for sale to the general public. Retail establishments shall include, but not be limited to grocery, tobacco products shops, convenience stores, gasoline service stations, bars, and restaurants.
- <u>Subd. 11 Sale.</u> A "sale" shall mean any transfer of goods for money, trade, barter, or other consideration.
- Subd. 12 Self-Service Merchandising. "Self-Service Merchandising" shall mean the open display of licensed products in a retail establishment in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employee and where a physical exchange of the licensed product from the licensee or the licensee's employee to the customer is not required in order to access the licensed products.

Subd. 13 Smoking. "Smoking" shall mean inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product, containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic that is intended for inhalation. Smoking shall also mean carrying or using an activated electronic delivery device.

Subd. 14 Tobacco. "Tobacco" shall mean any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. TOBACCO does not include any product that has been approved by the U.S. Food and Drug Administration for sale as a tobaccocessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Subd. 15 Tobacco Related Devices. "Tobacco related devices" shall mean any rolling papers, wraps, pipes, ashtrays, or other device intentionally designed or intended to be used with tobacco products. Tobacco related devices shall include components of tobacco related devices or tobacco products, which may be marketed or sold separately. Tobacco related devices may or may not contain tobacco.

Subd. 16 Vending Machine. "Vending Machine" shall mean any mechanical, electric or electronic, or other type of device, which dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase licensed products.

Section 400. License.

No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the County. Persons or retail establishments validly licensed by a town or city to sell licensed products in compliance with Minn. Stat. § 461, are not required to obtain a second license for the same location under this ordinance.

<u>Subd. 1 Application.</u> An application for a license to sell licensed products shall be made on a form provided by the County. The application shall contain the full name of the

- applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the County deems necessary. A completed application shall be filed with the County Administrator for action at the next regularly scheduled County Board meeting. If the County Administrator shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.
- Subd. 2 Action. The County Board may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the County Board shall approve the license, the County Administrator shall issue the license to the applicant. If the CountyBoard denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the decision.
- <u>Subd. 3 Term.</u> All licenses issued under this ordinance shall be valid for one calendar year from the date of issue.
- <u>Subd. 4 Revocation or Suspension.</u> Any license issued under this ordinance may be revoked or suspended as provided in the Violations and Penalties section of this ordinance.
- <u>Subd. 5 License Not Transferable.</u> All licenses issued under this ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be allowed.
- Subd. 6 Moveable Place of Business. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this ordinance.
- <u>Subd. 7 Display.</u> All licenses shall be posted and displayed in plain view of the general public on the licensed premise.
- <u>Subd. 8 Renewals.</u> The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license. The issuance of a license issued under this ordinance shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
- Subd. 9 Smoking. Smoking is not be permitted and no person

shall smoke within the indoor area of any establishment with a retail tobacco license.

<u>Subd. 10 Sampling.</u> No person shall distribute samples of any licensed product free of charge or at nominal cost. The distribution of licensed products as a free donation is prohibited.

Section 500. Fees.

No license shall be issued under this ordinance until the appropriate license fee shall be paid in full. The fee for a license under this ordinance shall be set in accordance with a fee schedule adopted by the County Board. Said fee schedule may be amended from time to time by action of the County Board.

Section 600. Basis for Denial of License.

The following shall be grounds for denying the issuance or renewal of a license under this ordinance:

- Subd. 1. The applicant or proposed licensee is under the age of 21 years.
- <u>Subd. 2.</u> The applicant has been convicted within the past five years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to licensed products.
- $\underline{\text{Subd. 3.}}$ The applicant has had a license to sell licensed products suspended or revoked within the preceding twelve months of the date of application.
- Subd. 4. The applicant fails to provide any information

required on the application, or provides false or misleading information.

<u>Subd. 5.</u> The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation, from holding such a license.

Except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the County must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Section.

Section 700. Prohibited Sales.

It shall be a violation of this ordinance for any person to sell or offer to sell any licensed products:

- Subd. 1. By means of loosies as defined in section 300.
- <u>Subd. 2.</u> Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.
- <u>Subd. 3.</u> By any other means, to any other person, or in any other manner or form prohibited by Federal, State, or other local law, ordinance provision, or other regulation.

Section 800. Legal Age.

No person shall sell any licensed product to any person under the age of 21.

- <u>Subd. 1. Age Verification.</u> Licensees must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
- <u>Subd. 2. Signage.</u> Notice of the legal sales age, age verification requirement, and possible penalties for underage sales must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the county, must be posted in a manner that is

clearly visible to anyone who is or is considering making a purchase.

Section 900. Vending Machines.

It shall be unlawful for any person licensed under this ordinance to allow the sale of licensed products by the means of a vending machine unless persons under the age of 21 are at all times prohibited from entering the licensed establishment.

Section 1000. Self-Service Sales.

It shall be unlawful for a licensee under this ordinance to allow the sale of licensed products by means of self-service displays. All licensed products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public. Any retailer selling licensed products at the time this ordinance is adopted must comply with this section within 90 days of the effective date of this ordinance.

Section 1100. Liquid Packaging.

No person shall sell or offer to sell any liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request by the county, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

Section 1200. Responsibility.

All licensees under this ordinance shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the county from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, State or Federal law, or other applicable law or regulation.

Section 1300. Compliance Checks and Inspections.

All licensed premises shall be open to inspection by the local law enforcement, Goodhue County Sheriff's Department, the county or its designee during regular business hours. From time to time, but at least twice per year, the county shall conduct a compliance checks. In accordance with state law, the county will conduct a compliance check that involves the participation of a person at least 17 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase licensed products. Prior written consent from a parent or guardian is required for any person under

the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel.

Section 1400. Violations.

- <u>Subd. 1 Notice.</u> Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation, the penalty to be imposed, and which shall inform the alleged violator of his or her right to be heard on the accusation.
- Subd. 2 Hearings. If a person accused of violating this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. A hearing must be requested within thirty (30) days of the issuance of a citation or it shall be deemed waived. The County Administrator or other designated County officer shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least 10 business days prior to the hearing.
- <u>Subd. 3 Hearing Officer.</u> The County Board or other person(s) designated by the County Board shall serve as the hearing officer.
- Subd. 4 Decision. A decision will be issued by the hearing officer within 10 business days of the hearing. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officers reasons for finding a violation and the penalty to be imposed under Section 1400 of this ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator by in-person delivery or mail as soon as practicable. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator by in-person delivery or mail as soon as practicable. The decision of the hearing officer is final, subject to an appeal as described in Subd. 5 of this section.
- <u>Subd. 5 Appeals.</u> Appeals of any decision made by the hearing officer shall be filed, within thirty (30) days of the decision of the hearing officer, in the district court for the jurisdiction of the county in which the alleged violation occurred.
- <u>Subd. 6 Misdemeanor.</u> Any person over the age of 21 years or retailer who violates any of the provisions of this ordinance may be subject to a misdemeanor.

Subd. 7 Continued Violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Section 1500. Other Prohibited Acts.

Unless otherwise provided, the following acts shall be violations of this chapter:

Subd. 1 Use of false identification. It shall be a violation of this chapter for any person under the age of 21 to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Section 1600. Administrative Penalties.

Subd. 1 Licensees. Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative fine of \$300 for a first violation of this ordinance; \$600 for a second offense at the same licensed premises within a thirty=six month period; and \$1000 for a third or subsequent offense at the same location within a thirty-six month period. In addition, after the third offense, the license shall be suspended for not less than seven days and may be revoked.

Subd. 2 Employees and Other Individuals. Individuals 21 years of age and older found to be in violation of this ordinance shall be charged an administrative fee of \$50.

Subd. 3 Suspension or Revocation. Any violation of this ordinance may be grounds for suspension or revocation of a license. The County Board may attach reasonable conditions to the reinstatement of a suspended or revoked license. There shall be no license fee refund upon suspension or revocation of a license.

Subd. 4 Person under the Age of 21. Persons under the age of 21 who use false identification to purchase or attempt to purchase licensed products shall only be subject non-criminal, non-monetary civil penalties, including tobaccorelated education classes, diversion programs, community services, or another penalty that the county believes will be appropriate and effective. The County Board shall consult with interested parties of the courts, educators, parents, guardians, and the violating person under the age of 21 to determine an appropriate penalty under this section. The penalty may be established by ordinance and amended from time

to time.

<u>Subd. 5 Statutory Penalties.</u> If the administrative penalties authorized to be imposed by Minn. Stat. § 461.12, as it may be amended from time to time, differ from those established in this section, then the statutory penalties shall prevail.

Section 1700. Exceptions and Defenses.

Subd. 1 Religious, Spiritual, or Cultural Ceremonies or Practices. Nothing in this ordinance prevents the providing of tobacco or tobacco-related devices to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

<u>Subd. 2. Reasonable Reliance.</u> It is an affirmative defense to a violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 1800. Severability and Savings Clause.

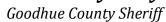
If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or effect the validity and enforceability of any other section or provision of this ordinance.

Section 1900. Effective Date. This ordinance shall take effect
###.

Passed by a majority vote of all members of the Goodhue County Board of Commissioners this ### day of ###, ###.

 $\frac{\#\#\#}{}$, Chair Goodhue County Board of Commissioners

Marty Kelly





430 West 6th Street Red Wing, MN 55066 Office (651) 267.2600 Dispatch (651) 385.3155

NOTICE OF PUBLIC HEARING

Goodhue County Board of Commissioners

Tuesday, November 3, 2020 at 9:00 am

Virtual Meeting Notice

"Due to concerns surrounding the spread of COVID-19, it has been determined that in-person meetings or meetings conducted under Minn. Stat. 13D.02a are not practical or prudent. Therefore, meetings that are governed by the Open Meeting Law will temporarily be conducted by telephone or other electronic means pursuant to Minn. Stat. 13D.021." Goodhue County Board of Commissioners will conduct a public meeting pursuant to this section on November 3, 2020 at 9:00 a.m. via GoToMeeting platform. The board and staff will attend the meeting via GoToMeeting by video or phone. The public is welcome to monitor the meeting by logging into https://global.gotomeeting.com/join/213760261 or calling 1877 309 2073 beginning at 8:50 a.m. or any time during the meeting. Access Code: 213-760-261

<u>Public Comments:</u> Interested persons must submit comments in writing, or via email by noon on Monday, November 2, 2020. Submit your comments at sheriff.web@co.goodhue.mn.us or mail them to Goodhue County Sheriff's Office Attention: UAV Policy 430 West 6th Street Red Wing, MN 55066. Comments received by this deadline will be read into the record during the public hearing, including name and address.

PUBLIC HEARING: Unmanned Aerial Vehicle policy

New Minnesota Statute Section 626.19 Subd. 9 and amended Minnesota Statues Section 13.82 established guidelines for the use of the "Unmanned Aerial Vehicle" or "UAV" and all the storage, retrieval and dissemination of images and data captures by the UAV.

The Goodhue County Sheriff's Office has had a drone program and policy since 2017. We currently have three Federal Aviation Administration (FAA) trained pilots who have completed their mandatory flight training and three aircraft. One of the aircraft has visual Forward-Looking Infrared (FLIR) capabilities. The use of the UAV are utilized to help search for missing persons, document property damage of natural disasters, document serious crashes and complex crime scenes.

The Sheriff's Office UAV (Drone) Policy is provided at the following link: https://www.co.goodhue.mn.us/DocumentCenter/View/20604/Drone-Policy

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION CENTER 651.267.2804 CIVIL DIVISION 651.267.2601

RECORDS DIVISION 651-267-2700 EMERGENCY MANAGEMENT 651.267.2639 EMERGENCY COMMUNICATIONS 651.385.3155

Policy **614**

Goodhue County Sheriff's Office

Goodhue Cnty SO Policy Manual

Unmanned Aerial System (UAS) Operations

614.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

614.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned Aerial System (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

614.2 POLICY

Unmanned aerial systems may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

614.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

614.4 PROGRAM COORDINATOR

The Sheriff will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.
- Ensuring that all authorized operators and required observers have completed all required FAA and office-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents.

Goodhue County Sheriff's Office

Goodhue Cnty SO Policy Manual

Unmanned Aerial System (UAS) Operations

Deployment of a UAS shall require written authorization of the Sheriff or the authorized designee, depending on the type of mission.

- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS, including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are
 accessed, maintained, stored, and retrieved in a manner that ensures its integrity as
 evidence, including strict adherence to chain of custody requirements. Electronic trails,
 including encryption, authenticity certificates, and date and time stamping, shall be
 used as appropriate to preserve individual rights and to ensure the authenticity and
 maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Sheriff.
- Developing protocols for reviewing and approving requests for use of the office UAS by government entities (Minn. Stat. § 626.19).
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Posting the office policies and procedures regarding the use of UAV on the office website, as applicable (Minn. Stat. § 626.19).
- Reviewing the program and UAS use for compliance with Minn. Stat. § 626.19.

614.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy

Goodhue County Sheriff's Office

Goodhue Cnty SO Policy Manual

Unmanned Aerial System (UAS) Operations

interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted during daylight hours, and a UAS should not be flown over populated areas without FAA approval.

Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- (h) Over a public area for deputy training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

614.5.1 DOCUMENTATION REQUIRED

Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number
- (b) A factual basis for the use of a UAS
- (c) The applicable exception, unless a warrant was obtained

614.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

Goodhue County Sheriff's Office

Goodhue Cnty SO Policy Manual

Unmanned Aerial System (UAS) Operations

The UAS shall not be weaponized (Minn. Stat. § 626.19).

614.6.1 ADDITIONAL PROHIBITIONS

Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

614.7 RETENTION OF UAS DATA

The Records Division supervisor shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).





Director of Finance and Tax Payer Services Goodhue County Finance & Taxpayer Services

> Brian.anderson@co.goodhue.mn.us 509 W. Fifth St. Red Wing, MN 55066 Phone (651) 385-3032

TO:

County Board of Commissioners

FROM:

Brian J. Anderson, Director of Finance and Tax Payer Services

SUBJECT:

Set Sale Resolution for Series 2020A

DATE:

November 3, 2020

Background:

At the October 20th County Board meeting, the Board approved for the Series 2020A Financial Plan to proceed with the process for issuing debt for the Solid Waste Program. As per the schedule that was presented and discussed at the meeting, the Board will now be asked to approve a Set Sale Resolution for issuing the Series 2020A bonds along with a Municipal Advisory Agreement which authorizes Northland Securities to act as Goodhue's municipal advisor on this issuance.

Discussion:

The Goodhue County Finance Director and Mr. George Eilertson had a chance to review any possible refinancing opportunities within the County's current debt structure. Unfortunately, we didn't see any feasible opportunities as the next two call dates were also very close to their maturity date which doesn't allow for any savings when refinancing.

However, Mr. Eilertson will attend the meeting to review the two items as follows along with our current debt structure and issuance schedules.

- 1. Set Sale Resolution for Series 2020A Bonds
- 2. Municipal Advisory Agreement with Northland Securities

Recommendation:

Staff recommends the Board approve the Sale Set Sale Resolution for Series 2020A Bonds and the Municipal Advisory Agreement with Northland Securities.

GOODHUE COUNTY BOARD OF COMMISSIONERS

Goodhue County, Minnesota Outstanding Debt as of 10/1/20

Bond Issue	Dated Date	Call Date	Final Maturity	Original Principal	Outstanding Principal	Callable Principal	Coupons on Callable Maturities	Comments
G.O. Capital Improvement Plan Bonds, Series 2012A	9/18/2012	2/1/2021	2/1/2023	\$5,065,000	\$1,290,000	\$865,000	1.70-1.85%	Financed capital improvement projects within the County identified in the 2012-2017 CIP.
Taxable G.O. Capital Improvement Plan Bonds, Series 2012B (QECBs)	9/18/2012	Subject to Extraordinary Redemption only	2/1/2027	\$1,295,000	\$1,295,000	N/A	3.45%	The County has been making annual payments of \$99,615.38 to the sinking fund to be used towards the final payment due on February 1, 2027.
G.O. Capital Improvement Plan Bonds, Series 2014A	9/1/2014	2/1/2022	2/1/2025	\$7,760,000	\$3,925,000	\$2,400,000	2.25-2.50%	Financed highway improvements within the County.
G.O. Capital Improvement Plan Bonds, Series 2015A	3/31/2015	2/1/2023	2/1/2030	\$10,720,000	000'066'6\$	\$9,400,000	3.00%	Remodeling of the Citizens Building and other projects identified in the 2015-2019 CIP
Housing Development Gross Revenue Refunding Bonds (Goodhue Co. Apartment Projects), Series 2016A	6/23/2016	1/1/2025	1/1/2031	\$1,260,000	\$840,000	\$405,000	2.50-3.20%	SEMMCHRA - Payable from Housing Revenues
Housing Development Gross Revenue Refunding Bonds (Goodhue Co. G.O., Goodhue Co. Apartment Projects), Series 2016B	6/23/2016	1/1/2025	1/1/2031	\$2,765,000	\$2,105,000	\$1,210,000	2.00-3.00%	SEMMCHRA - Primarily payable from Housing Revenues. Additionally secured by the full faith and credit of the County.



GOODHUE COUNTY MINNESOTA, MINNESOTA GENERAL OBLIGATION SOLID WASTE BONDS, SERIES 2020A PROPOSED SCHEDULE OF EVENTS

The following checklist of items denotes each milestone activity as well as the members of the finance team who will have the responsibility to complete it. *Please note this proposed timetable assumes regularly scheduled County Board meetings.*

		Oct	tober 20	020	an an an in the	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	a production of the second	Nov	ember :	2020	alle programme	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

		Dec	ember 2	2020		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

15		Jan	uary 2	021		Mark.
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Action	Responsible Party
October 20	Finance Plan Presented to County Board	Northland
October 20	Send Request for Rating	Northland
November 3	Set Sale Resolution Adopted	County Board Action, Northland, Bond Counsel
November 4	Preliminary Official Statement Sent to County for Sign Off	Northland, County
Week of November 2 or November 9	Rating Call	Northland, County, Rating Agency
November 20	Rating Received	Northland, County, Rating Agency
November 25	Awarding Resolution sent to County	Northland, Bond Counsel
November 30	Sale Date – 10:00 a.m.	Northland
December 1	Adopt Awarding Resolution and Sign Proposal Form	County Board Action, Northland, Bond Counsel
December 29	Closing on the Bonds (Proceeds Available)	Northland, County Staff, Bond Counsel



Goodhue County, Minnesota

\$2,770,000 General Obligation Solid Waste Bonds, Series 2020A (Preliminary Aa2 Rates as of 10/27/20 plus 0.10%)

Sources & Uses

Dated 12/29/2020 | Delivered 12/29/2020

Sources Of Funds	
Par Amount of Bonds	\$2,770,000.00
Additional required Equity contribution	25,145.17
Total Sources	\$2,795,145.17
Uses Of Funds	
Deposit to Project Construction Fund	2,700,000.00
Costs of Issuance	35,500.00
Total Underwriter's Discount (1.100%)	30,470.00
Deposit to Capitalized Interest (CIF) Fund	25,145.17
Rounding Amount	4,030.00
Total Uses	\$2.795.145.17

Goodhue County, Minnesota

\$2,770,000 General Obligation Solid Waste Bonds, Series 2020A (Preliminary Aa2 Rates as of 10/27/20 plus 0.10%)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/29/2020		-	_	-	-
08/01/2021	-	-	13,598.92	13,598.92	-
02/01/2022	-	-	11,546.25	11,546.25	25,145.17
08/01/2022	-	-	11,546.25	11,546.25	,
02/01/2023	270,000.00	0.350%	11,546.25	281,546.25	293,092.50
08/01/2023	-	-	11,073.75	11,073.75	-
02/01/2024	270,000.00	0.400%	11,073.75	281,073.75	292,147.50
08/01/2024	· <u>-</u>	-	10,533.75	10,533.75	-
02/01/2025	270,000.00	0.450%	10,533.75	280,533.75	291,067.50
08/01/2025	-	-	9,926.25	9,926.25	-
02/01/2026	275,000.00	0.550%	9,926.25	284,926.25	294,852.50
08/01/2026	· -	-	9,170.00	9,170.00	-
02/01/2027	275,000.00	0.700%	9,170.00	284,170.00	293,340.00
08/01/2027	, <u>-</u>	-	8,207.50	8,207.50	, · .
02/01/2028	275,000.00	0.850%	8,207.50	283,207.50	291,415.00
08/01/2028	-	-	7,038.75	7,038.75	-
02/01/2029	280,000.00	1.000%	7,038.75	287,038.75	294,077.50
08/01/2029	, <u>.</u>	-	5,638.75	5,638.75	
02/01/2030	280,000.00	1.150%	5,638,75	285,638.75	291,277.50
08/01/2030	· -	-	4,028.75	4,028.75	
02/01/2031	285,000.00	1.250%	4,028.75	289,028.75	293,057.50
08/01/2031	-	_	2,247.50	2,247.50	,
02/01/2032	290,000.00	1.550%	2,247.50	292,247.50	294,495.00
Total	\$2,770,000.00	_	\$183,967.67	\$2,953,967.67	-
Date And Term S	tunatuna				
Dated Dated	tructure				12/29/2020
Delivery Date	****		·		12/29/2020
First available call date	۵				12/27/2020
Call Price					-
Yield Statistics					
Bond Year Dollars					S18,426,22
Average Life					6.652 Years
Average Coupon					0.9984015%
Mark of the orange	7)				
Net Interest Cost (NIC					1.1637636%
True Interest Cost (TI					1.1664739%
All Inclusive Cost (AIC	C)				1.3708788%
IRS Form 8038					
Net Interest Cost (NIC					1.1637636%
Weighted Average Ma	aturity				6.652 Years
Bond Yield for Arbitra					0.052 1003

2020A GO Solid Waste Bond | Solid Waste | 10/27/2020 | 12:34 PM

Extract of Minutes of Meeting of the Board of Commissioners of Goodhue County, Minnesota

Purs	suant to	due call ar	nd noti	ice there	eof a reg	gular	mee	eting o	t the Boai	d of Cor	nmıs	sioners of
Goodhue C	County,	Minnesota,	was	held b	y telepl	hone	or	other	electronic	means,	on	Tuesday,
November 3	3, 2020,	commencing	g at 9:0	00 a.m.	The tele	confe	renc	e was	held in acc	ordance v	with l	Minnesota
Statutes, Se	ection 13	D.021 and p	oursuar	nt to [Re	esolution	No.		adopt	ed on			, 2020] [a
declaration	by the _			on				, 2020].			
The	e followii	ng commissi	ioners	were pro	esent:							
and the follo	owing we	ere absent:										
			***		***	:		*	**			
Con	nmission	er	intı	oduced	the follo	wing	resol	lution a	nd moved	its adoptic	on:	

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION SOLID WASTE BONDS, SERIES 2020A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$2,770,000

BE IT RESOLVED By the Board of Commissioners (the "Board") of Goodhue County, Minnesota (the "County") as follows:

1. Authorization. It is hereby determined that:

- (a) The County is authorized by Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 400.101, as amended (the "Act"), to provide funds for the acquisition or betterment of solid waste facilities, closure, postclosure, and contingency costs, related transmission facilities, or property or property rights for the facilities, for responses, as defined in Minnesota Statutes, Section 115B.02, as amended, to releases from closed solid waste facilities, or for refunding any outstanding bonds issued for any such purpose, and may pledge to the payment of the bonds and the interest thereon, its full faith, credit, and taxing powers, or the proceeds of any designated tax levies, or the gross or net revenues or charges to be derived from any facility operated by or for the county, or any combination thereof.
- (b) The County has determined to issue general obligation bonds to pay the Minnesota Pollution Control Agency to enter the County's landfill into the Closed Landfill Program (the "Project").
- (c) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Solid Waste Bonds, Series 2020A (the "Bonds"), in the proposed aggregate principal amount of \$2,770,000, pursuant to the Act, in order to finance the Project.
- (d) The County is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the County has retained an independent municipal advisor in connection with such sale.
- 4. <u>Sale of Bonds</u>. To provide monies to finance the Project, the County will therefore issue and sell Bonds in the proposed aggregate principal amount of \$2,770,000, which amount is subject to adjustment in accordance with the official Notice of Sale (the "Notice of Sale"). The Bonds will be issued, sold and delivered in accordance with the Notice of Sale attached hereto as EXHIBIT A.
- 5. <u>Authority of Municipal Advisor</u>. Northland Securities, Inc. (the "Municipal Advisor") is authorized and directed to negotiate the sale of the Bonds in accordance with the Notice of Sale. The Board of Commissioners of the County will meet at 9:00 a.m. on Tuesday, December 1, 2020, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.
- 6. <u>Authority of Bond Counsel</u>. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

7.	Covenants.	In the resolution	awarding the	sale of the	Bonds, t	the Board	will set fo	orth the
covenants and u	ındertakings	required by the A	ct.					

8. <u>Official Statement</u>. In connection with the sale of the Bonds, the officers or employees of the County are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner
, and upon vote being taken thereon the following commissioners voted in favor of the
motion:
and the following voted against:
whereupon the resolution was declared duly passed and adopted.

EXHIBIT A NOTICE OF SALE

NOTICE OF SALE

$$2,770,000^*$ GENERAL OBLIGATION SOLID WASTE BONDS, SERIES 2020A

GOODHUE COUNTY, MINNESOTA (Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as "bids") will be opened by the County Director of Finance and Taxpayer Services or designee, on Monday, November 30, 2020 at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the County's "Municipal Advisor"), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the Board of Supervisors at its meeting at the County Offices beginning Tuesday, December 1, 2020 at 9:00 A.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918.
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4945, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY[™], or its successor, in the manner described below, until 10:30 A.M., CT, on Monday, November 30, 2020. Proposals may be submitted electronically via PARITY[™] or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY[™], or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY[™], or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the County nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITYTM or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the County through U.S. Bank National Association, St. Paul, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The County will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be December 29, 2020)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Section 400.101 and Chapter 475. Proceeds will be used to pay the Minnesota Pollution Control Agency for the cost to enter the County's landfill into the Closed Landfill Program and to pay costs associated with the issuance of the Bonds. The Bonds are payable from ad valorem taxes on all taxable property within the County. The full faith and credit of the County is pledged to their payment and the County has validly obligated itself to levy additional ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2021, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$270,000	2028	\$275,000
2024	270,000	2029	280,000
2025	270,000	2030	285,000
2026	270,000	2031	285,000
2027	275,000	2032	290,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's Municipal Advisor and any notice or report to be provided to the County may be provided to the County's Municipal Advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall promptly so advise the winning bidder. The County may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the "Hold-the-Offering-Price Rule"). Bids will **not** be subject to cancellation in the event that the County determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the <u>earlier</u> of the following:

- (1) the close of the fifth (5th) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the "10% Test"), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The County acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer

that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such thirdparty distribution agreement, as applicable, (A) to comply with the Hold-the-Offering-Price Rule, if applicable if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds that to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or brokerdealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Notes: Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) "public" means any person other than an underwriter or a related party,
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) "sale date" means the date that the Bonds are awarded by the County to the winning bidder.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the County and shall be at the sole discretion of the County. The successful bidder may not withdraw or modify its Proposal once submitted to the County for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on February 1, 2029 through 2032 are subject to redemption and prepayment at the option of the County on February 1, 2028 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the County and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty-five days after award, subject to an approving legal opinion by Kennedy & Graven, Chartered, Bond Counsel. The legal opinion will be paid by the County and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$2,739,530 (98.90%) and accrued interest on the principal sum of \$2,770,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Brian Anderson, Director of Finance & Taxpayer Services Goodhue County Courthouse 509 W. 5th Street Red Wing, MN 55066

A good faith deposit (the "Deposit") in the amount of \$55,400 in the form of a federal wire transfer (payable to the order of the County) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the County may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The County will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the County. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The County's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The County will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the County determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The County will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the County, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The County will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the County has requested and received a rating on the Bonds from a rating agency, the County will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The County reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: November 3, 2020	BY	0

RDER OF THE GOODHUE COUNTY BOARD OF SUPERVISORS

/s/ Brian Anderson
County Director of Finance & Taxpayer Services

Additional information may be obtained from: Northland Securities, Inc. 150 South 5th Street, Suite 3300 Minneapolis, Minnesota 55402 Telephone No.: 612-851-5900

EXHIBIT A

(ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED)

["Purchaser"] "Underwriting Series 2020A	ndersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the ["Representative," on behalf of itself and other underwriters listed below (collectively, the Group")], with respect to the sale and issuance of the General Obligation Solid Waste Bonds, (the "Bonds"), issued by Goodhue County, Minnesota (the "Issuer"), in the original aggregate nt of \$, certifies as follows:
1.	Reasonably Expected Initial Offering Price.
(a)	As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by

[Underwriting Group] in formulating its bid to purchase the Bonds. Attached hereto as EXHIBIT B is a true and correct copy of the bid provided by the [Purchaser] [Underwriting Group] to purchase the Bonds.

(b) The [Purchaser] [Underwriting Group] was not given the opportunity to review other bids prior to

the [Purchaser] [Underwriting Group] are the prices listed in EXHIBIT A attached hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices of the Maturities of the Bonds used by the [Purchaser]

- (c) The bid submitted by the [Purchaser] [Underwriting Group] constituted a firm offer to purchase the Bonds.
- (d) Capitalized terms that are used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

2.	Purchase Price.	The [Purchaser] [F	Representative]	acknowledges	that it is purchasing	the Bonds
for an aggregate	e purchase price o	of \$	(par amoun	t of Bonds of \$, plus ori	ginal issue
premium of \$_	, less origi	nal issue discount o	of \$,	less [a Purchase	er's] [an underwriter's	s] discount
of \$).						

- 3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$______ in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated. [The [Purchaser] [Representative] has paid to [NAME OF INSURER] the sum of \$______ as a premium for an insurance policy for the Bonds.]
- 4. <u>Representations.</u> The representations set forth in this Certificate of Purchaser (the "Certificate") are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Bonds, Form 8038-G (Rev. September 2018), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

submitting its bid.

- (a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate means, with respect to a purchaser of the Bonds, if the Underwriter and the

purchaser are subject, directly or indirectly, to (i) more than fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than fifty percent (50%) common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

- (c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 1, 2020.
- (d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]

Ву		
Name		
Its		
EVIIIDIT A		

[Account Members:]

EXHIBIT A

EXPECTED OFFERING PRICES

EXHIBIT B

COPY OF PURCHASER'S BID

(ISSUE PRICE CERTIFICATE – HOLD THE OFFERING PRICE)

The undersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the ["Purchaser"] ["Representative," on behalf of itself and other underwriters listed below (collectively, the "Underwriting Group"))], with respect to the sale and issuance of the General Obligation Solid Waste Bonds, Series 2020A (the "Bonds"), by Goodhue County, Minnesota (the "Issuer"), in the original aggregate principal amount of \$_______, certifies as follows:

- 1. <u>Initial Offering Price for the Bonds.</u>
- (a) The [Purchaser] [Underwriting Group] offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in EXHIBIT A attached hereto (the "Initial Offering

Prices"). A copy of the pricing wire or equivalent communication for the Bonds is attached hereto as EXHIBIT A. Capitalized terms used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

(b) As set forth in the Notice of Sale and the bid award, the [Purchaser has] [members of the Underwriting Group have] agreed in writing that, (i) for each Maturity of the Bonds, [it] [they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. <u>Purchase Price</u> . The [Purchas	ser] [Representative] acknowledges that i	t is purchasing the Bonds
for an aggregate purchase price of \$	(par amount of Bonds of \$, plus original issue
premium of \$, less original issue disco	ount of \$, less [a Purchaser's] [a	an underwriter's] discount
of \$).		

- 3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$______ in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated.
- 4. <u>Representations</u>. The representations set forth in this Certificate of Purchaser (the "Certificate") are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Bonds, Form 8038-G (Rev. September 2018), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

- (a) "Holding Period" means, with respect to each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the [Purchaser has] [Underwriters have] sold at least ten percent (10%) of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.
- (b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate means, with respect to a purchaser of the Bonds, if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than fifty percent (50%) common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).
- (d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 1, 2020.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]
By
Name
Its

[Account Members]

EXHIBIT A

INITIAL OFFERING PRICES OF THE BONDS AND PRICING WIRE OR EQUIVALENT COMMUNICATION

STATE OF MINNESOTA)
COUNTY OF GOODHUE)

I, the undersigned, being the duly qualified and acting County Administrator of Goodhue County, Minnesota (the "County"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners of the County held on Tuesday, November 3, 2020, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the issuance and sale of the County's General Obligation Solid Waste Bonds, Series 2020A, in the proposed aggregate principal amount of \$2,770,000.

WITNESS My hand as County Administrator and the corporate seal of the County this _____ day of November, 2020.

County Administrator Goodhue County, Minnesota

(SEAL)

MUNICIPAL ADVISORY SERVICE AGREEMENT BY AND BETWEEN GOODHUE COUNTY, MINNESOTA AND NORTHLAND SECURITIES, INC.

This Agreement made and entered into by and between Goodhue County, Minnesota (hereinafter "County") and Northland Securities, Inc., of Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the County desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Solid Waste Bonds, Series 2020A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website (www.msrb.org) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the County and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the County as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the County with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

- 1. Assist County officials to define the scope and the objectives for the Debt.
- 2. Investigate and consider reasonably feasible financing alternatives.
- 3. Assist the County in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

- 4. Prepare a schedule of events related to the issuance process.
- 5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
- 6. Attend meetings of the County Board and other project and bond issue related meetings as needed and as requested.

Bond Sale

- 1. Assist the County with the preparation, review and approval of the preliminary official statement (POS).
- 2. Assist the County and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
- 3. Prepare and submit application for bond rating(s) and assist the County with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the County with preparing and conducting the rating call or other presentation.
- 4. Assist the County in receiving the bids, compute the accuracy of the bids received, and recommend to the County the most favorable bid for award.
- 5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

- 1. Assist the County with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
- 2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
- 3. Furnish to the County a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$18,500. The fee due to NSI shall be payable by the County upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The County agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- County staff expenses.
- Airfare and lodging expenses of one NSI official and County officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.

- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the County under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

CONFLICTS OF INTEREST

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the County in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the County. In executing this Agreement, the County acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The County is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect County staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The County can find information about these forms and accessing information related to NSI at www.sec.gov/municipal/oms-edgar-links.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the County and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the County or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 3rd day of November, 2020.

Northland Securities, Inc.	
By:Clifton Schultz, Managing Director	
Goodhue County, Minnesota	
By:	
Its:	





Director of Finance and Tax Payer Services Goodhue County Finance & Taxpayer Services

Brian.anderson@co.goodhue.mn.us 509 W. Fifth St. Red Wing, MN 55066 Phone (651) 385-3032

TO:

County Board of Commissioners

FROM:

Brian J. Anderson, Director of Finance and Tax Payer Services

SUBJECT:

Engagement Letter with CLA for 2020 Audit Services

DATE:

November 3rd, 2020

Background:

The Engagement Letter with the County's Audit Firm, Clifton Larson Allen LLP (CLA), is an annual agreement with the County for which services will be starting relatively soon.

Discussion:

The 2020 Audit will present a few more challenges as the Finance Controller has always played in central role in leading the County's annual audit process. However, with the recent resignation of the Finance Controller who performed most of the audit work, the County will rely on its auditing firm to perform more of the audit duties than in recent years.

As previously stated in the 2019 Engagement Letter which the Board approved, the fees for the 2020 Audit are \$60,000 and the list of services are outlined in the Agreement along with the preparation engagement letter as attached. For the Audit performance items that are managements' responsibilities, I will oversee and review the Audit with assistance from County staff and consultant, Fran Windschitl,

Recommendation:

Staff recommends for the Board to approve the annual Engagement Letter with CLA for 2020 Audit Services.

GOODHUE COUNTY BOARD OF COMMISSIONERS



October 19, 2020

County Board of Commissioners and Management Goodhue County 509 West 5th St Red Wing, MN 55066

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Goodhue County ("you," "your," or "the entity") for the year ended December 31, 2020.

Douglas P. Host is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Goodhue County, as of and for the year ended December 31, 2020, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

- 1. Management's discussion and analysis.
- 2. Budgetary comparison schedules.
- 3. OPEB schedule.
- 4. Pension schedules.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

- 1. Combining and individual fund statements.
- 2. Schedule of expenditures of federal awards.
- 3. Supporting schedules, as applicable.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other



procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for

our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the December 31, 2020 engagement should approximate \$60,000 (\$57,143 for the audit and \$2,857 for the technology fee) for the audit, entering the information in the Data Collection Form SF-SAC and for creating the single audit reporting package. These fees include auditing two major programs for single audit purposes. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will provide you with detailed explanations for additional billings. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Goodhue County and CLA have entered into a HIPAA Business Associate Agreement (BAA) as attached hereto dated December 5, 2017.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Goodhue County's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

October 19, 2020 Goodhue County Page 12

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Douglas P. Host

Douglas P. Host, CPA

Principal 218-825-2948

doug.host@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Goodhue County.

authorized governance signature:
itle:
Pate:
authorized management signature:
itle:
Pate:



CliftonLarsonAllen LLP
PO Box 648, Brainerd, MN 56401-0648
14275 Golf Course Drive, Suite 300
Baxter, MN 56425-8674
218-828-0100 | fax 218-828-9503
CLAconnect.com

October 7, 2020

Goodhue County 509 West 5th Street Red Wing, Minnesota 55066

We are pleased to confirm our understanding of the terms and objectives of our engagement to prepare financial statements and the nature and limitations of the preparation and other accounting services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Goodhue County ("you," "your," or "the entity") for the year ended December 31, 2020.

Doug Host is responsible for the performance of the preparation engagement.

Preparation services

We can prepare if requested by the county, from the information you provide, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Goodhue County, as of December 31, 2020.

Nonattest services

We can also provide the following non-attest services if requested by the county:

- Preparation of net pension liability, and related deferred inflows and deferred outflows amounts based on the MN PERA reports for the year ended December 31, 2020.
- Preparation of the OPEB liability, and related deferred inflows and deferred outflows amounts based on the GASB 75 actuarial study for the year ended December 31, 2020.
- Preparation of the salaries payable spreadsheets, by fund, based on Goodhue County payroll reports for the year ended December 31, 2020.
- Preparation of the compensated absences supporting spreadsheets based on Goodhue County payroll reports for the year ended December 31, 2020.
- Preparation of the prepaid items spreadsheet with amounts as of December 31, 2020 for reporting in the county's financial statements.
- Preparation of the fund balance lead sheet with applicable restrictions, commitments and assignments, based off of the county's general ledger accounts for the year ended December 31, 2020.
- Other items as requested by the county.



Consulting/training services

We can provide ongoing accounting and financial reporting training/guidance to county staff as needed, if requested by the county. This can include information related to the county's comprehensive annual financial report, journal entries, spreadsheet preparation, coordination of information obtained from outside sources (i.e. actuaries, PERA, etc...).

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the county's basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB who considers it to be an essential part of the financial reporting and for placing the basic financial statements in an appropriate operational, economic, and historical context. The supplementary information other than RSI will be prepared from information that is the representation of management. We will not audit or review the RSI or the supplementary information other than RSI, and accordingly we will not express an opinion or provide any assurance on such information.

Engagement objective

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.

Our responsibilities

We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement limitations

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that we may not identify as a result of misrepresentations made to us by you.

Management responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- f. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the county with whom we determine it necessary to communicate.

Engagement administration and other matters

A list of information we expect to need for our engagement and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the Minnesota Office of the State Auditor for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any confidential, proprietary, or privileged information of the county to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Management is responsible for authorizing the predecessor accountant to allow us to review the predecessor's workpapers and to respond fully to our inquiries, thereby providing us with information to assist us in planning and performing the engagement. You will be responsible for any fees billed by the predecessor accountant related to our review of their workpapers and our inquiries.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver the financial statements prepared under this agreement to you, regardless of whether any CLA party provides other services for you relating to the preparation engagement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Fees

Our fees for these preparation, non-attest and consulting/training services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal, administrative and technology/support charges. The fees for this assistance will be billed at the individual's standard hourly rates, less a 20% discount. The total amount billed to the county for these services is dependent upon the extent of assistance requested. CLA can work with the county to identify the specific items/assistance requested and once this is agreed upon, a more precise estimate of total costs can be provided to the county. The fees also assume cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not provided you with the prepared financial statements. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

October 7, 2020 Goodhue County Page 6

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to prepare your financial statements, and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Douglas P. Host, CPA

Douglas P. Host

Principal 218-825-2948

Doug.host@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Goodhue County.

uthorized governance signature:
itle:
ate:
uthorized management signature:
itle:
ate:



BOARD OF COMMISSIONERS

FY 2020 3rd Quarter Financial Report

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Revenues 1
Revenues by type, comparing current year budget vs. actuals and current year vs. prior year actuals. Includes explanations for significant variances.
Expenses
Expenses by type, comparing current year budget vs. actuals and current year vs. prior year actuals. Includes explanations for significant variances.
Fund Balance 3
Shows summary changes in fund balances by fund for the current year. Includes five-year trends for fund balance by fund and in total, and revenues/expense totals. Also includes five-year history details for general fund, including by category and analysis of unassigned fund balance of subsequent year operating expense budget.
Capital Plan4
Capital spending for the current year vs. budget, by department. Also includes five-year history of budget vs. actual by department and information on related fund balance.
Investments5
Summary of cash and investments by type and five-year trend of investment income and related earnings rates.

3rd Quarter Financial Report - Revenues

BUDGET VS. ACTUALS	2020	2020	Percent of		
	Budget	Actual	Budget	2019 %'s	
Taxes & Penalties	\$ 40,143,347	\$ 22,426,252	56%	56%	1
Licenses & Permits	485,168	432,845	89%	82%	
Intergovernmental	27,738,034	25,579,654	92%	79%	
Charges for Services	3,991,065	3,347,118	84%	84%	
Fines & Forfeitures	14,300	7,712	54%	72%	
Gifts & Contributions	18,000	17,741	99%	210%	
Interest	700,530	577,020	82%	204%	В
Other Revenues & Financing Sources	5,334,693	1,982,036	37%	70%	C
Transfers In	953,641	278,518	29%	159%	
Total Revenues	\$ 79,378,778	\$ 54,648,896	69%	66%	1
Planned Use of Fund Balance	\$ 2,552,794				
Adjusted Revenues	\$ 81,931,572	•			

					1
<u>2019 VS. 2020</u>	2019	2020	Over/(Under)	,	
	 Actual	Actual	Prior Year (\$)	Prior Year (%)	
Taxes & Penalties	\$ 21,329,143	\$ 22,426,252	\$ 1,097,109	5%	G
Licenses & Permits	383,894	432,845	48,951	13%	
Intergovernmental	15,947,357	25,579,654	9,632,297	60%	D
Charges for Services	3,429,906	3,347,118	(82,788)	-2%	
Fines & Forfeitures	9,037	7,712	(1,325)	-15%	
Gifts & Contributions	27,379	17,741	(9,638)	-35%	
Interest	714,942	577,020	(137,922)	-19%	В
Other Revenues & Financing Sources	1,952,092	1,982,036	29,944	2%	
Transfers In	78,460	278,518	200,058	255%	Ε
Total Revenues	\$ 43,872,210	\$ 54,648,896	\$ 10,776,686	25%	
	 				1

EXPLANATION SECTION

- A Not used Q3 2020
- **B** \$350k increase in budget vs. 2019 to reflect actual investment management and performance. Actual amounts received are down \$137.9k (19%) from the prior year due to declining interest rates during the public health and related economic crisis. See Investments tab for further details.
- C \$3M budgeted for landfill closure bond proceeds; debt not yet issued as of Q3
- D Increase in highway user tax funds for road maintenance and construction projects. Amounts are dependent on project plan and actual work completed. Coronavirus Relief Funds in 2020.
- G Increase in Local Option Sales Tax (LOST) proceeds of \$684k tax started in 2019, first payment not received until March 2019 (Note: amounts received during the pandemic period in 2020 have so far been consistent with the same months in 2019)

3rd Quarter Financial Report - Expenses

BUDGET VS. ACTUALS	2020	2020	Percent of		
	 Budget	Actual	Budget	2019 %'s	
Public Assistance	\$ 6,341,546	\$ 4,554,930	72%	81%	1
Personnel Services	34,935,110	23,985,260	69%	71%	
Services & Charges	26,399,966	13,326,161	50%	56%	
Supplies & Materials	2,582,495	1,656,470	64%	75%	
Capital Outlay	3,469,297	1,434,108	41%	90%	
Debt Service	2,034,429	1,821,046	90%	95%	
Other Expenses	2,252,580	4,472,813	199%	142%	A
Transfers Out	948,641	283,106	30%	159%	
Total Expenses	\$ 78,964,064	\$ 51,533,894	65%	70%	1
Future Fund Balance	\$ 2,967,508				
Adjusted Expenses	\$ 81,931,572	•			

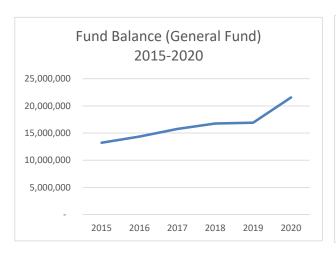
2019 VS. 2020	2	019	2020	C	over/(Under)	Over/(Under)	
	Ad	ctual	Actual	Р	rior Year (\$)	Prior Year (%)
Public Assistance	\$ 4,	771,213	\$ 4,554,93	30 \$	(216,283)	-5%	1
Personnel Services	23,	872,215	23,985,26	60	113,045	0%	
Services & Charges	8,	533,801	13,326,16	31	4,792,360	56%	В
Supplies & Materials	1,	814,533	1,656,47	70	(158,063)	-9%	
Capital Outlay	1,	892,786	1,434,10	08	(458,678)	-24%	
Debt Service	1,	833,067	1,821,04	46	(12,021)	-1%	
Other Expenses	3,	403,987	4,472,8	13	1,068,826	31%	Α
Transfers Out		78,460	283,10	06	204,646	261%	
Total Expenses	\$ 46,	200,062	\$ 51,533,89	94 \$	5,333,832	12%	1

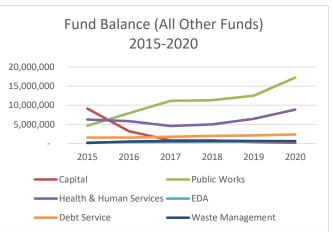
EXPLANATION SECTION

A \$1.9M distribution for SCHA capital contribution in 2019, offset by 2020 expense for pass-through of CVT bridge replacement grant funds to the CVT organization (See notes for Intergovernmental Revenue on the Revenues page).
 B Increase in public works road maintenance and construction expenses. Amounts budgeted and spent fluctuate based on project plan and actual project work completed.

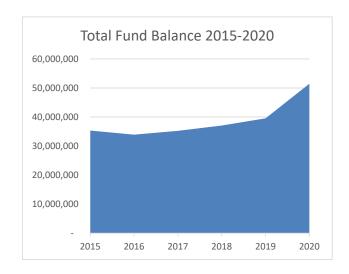
3rd Quarter Financial Report - Fund Balance (Cash Basis)

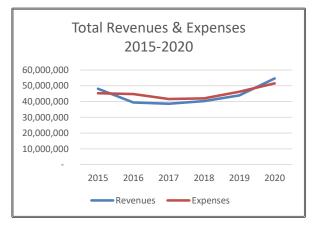
	2019 Balance			2020 Balance
	(12/31/19)	2020 Revenues	2020 Expenses	(9/30/20)
General	22,068,515	21,700,709	22,212,728	21,556,496
Capital	933,454	1,152,476	1,863,698	222,232
Public Works	12,600,521	16,799,799	12,175,027	17,225,293
Health & Human Services	8,378,147	13,308,262	12,821,723	8,864,686
EDA	492,104	107,019	51,420	547,703
Debt Service	3,083,710	1,119,436	1,821,046	2,382,100
Waste Management	789,598	461,195	588,252	662,541
	48,346,049	54,648,896	51,533,894	51,461,051
Prior Year	41,890,505	43,872,200	46,200,026	39,562,679





2019: Start of Local Option Sales Tax - Public Works





2015: \$10M bond issue

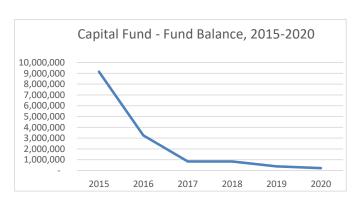
2019: \$1.9M SCHA capital contribution

3rd Quarter Financial Report - Capital Plan

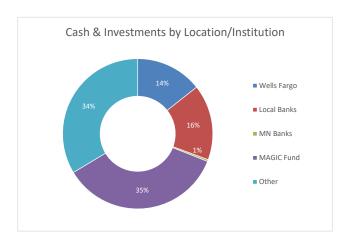
2020 CAPITAL PLAN REPORT - SUMMARY										
				Capital						
			C	arryovers &						
		Budget	В	onding Plan		Final		Amount		Budget
Through Q3		Request	Α	djustments		Budget		Expended		Balance
2020	\$	2,876,560	\$	430,883	\$	3,307,443	\$	1,861,866	\$	1,445,577
2019	\$	2,819,135	\$	61,454	\$	2,880,589	\$	1,857,953	\$	1,022,636
2018	\$	1,263,021	\$	120,426	\$	1,383,447	\$	985,980	\$	397,467
2017	\$	2,059,241	\$	1,017,698	\$	3,076,939	\$	2,461,832	\$	615,107
2016	\$	1,034,972	\$	5,181,398	\$	6,216,370	\$	2,901,237	\$	3,315,133
2015	\$	1,583,046	\$	10,853,182	\$	12,436,228	\$	3,594,182	\$	8,842,046

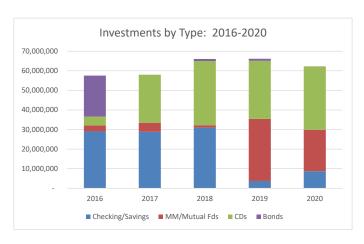
	2020	2019	2020	2020	2020
	Budget	Capital	Final	Amount	Budget
	Request	Carryovers	Budget	Expended	Balance
Administration	552		552	-	552
Attorney	8,400	30,000	38,400	34,239	4,161
Courts	3,700		3,700	3,274	426
Elections		18,000	18,000	-	18,000
Extension	2,266		2,266	2,188	78
Facilities Maintenance	572,674	248,607	821,281	388,208	433,073
Finance & Taxpayer Services	4,950		4,950	7,065	(2,115)
Fleet	25,000		25,000	20,099	4,901
Health & Human Services	4,432		4,432	3,767	665
Information Technology	281,253	53,100	334,353	263,893	70,460
Planning/Building/Zoning/EH	4,995		4,995	-	4,995
Public Works	1,014,400	33,475	1,047,875	571,210	476,665
Sheriff:			-		-
ADC	33,400		33,400	11,462	21,938
Civil/Patrol Division	806,888	4,769	811,657	459,438	352,219
Seasonal B&W		932	932	932	0
Surveyor/GIS	39,450		39,450	-	39,450
Waste Management	74,200	42,000	116,200	96,091	20,109
Total Capital Plan Budget	\$ 2,876,560	\$ 430,883	\$ 3,307,443	\$ 1,861,866	\$ 1,445,577
Future Fund Balance	-				
Other Financing Sources	(769,500)		(769,500)		(769,500)
Total Capital Plan Levy	\$ 2,107,060	\$ 430,883	\$ 2,537,943	\$ 1,861,866	\$ 676,077

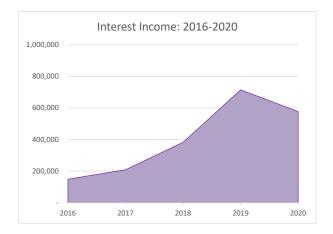
	20	20 Summary
2020 Balance Forward	\$	933,452
Funding Sources:		
Tax Settlement & Related Aids		1,102,890
Sale of Capital Assets (net)		47,755
Energy Rebates		
Other Reimbursements		
Transfers: Other Revenue Sources		
2020 Plan Purchases		(1,861,866)
9/30/2020	\$	222,231



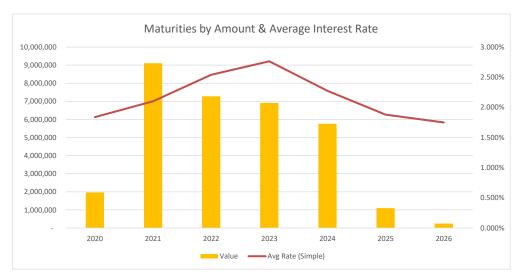
3rd Quarter Financial Report - Investments







Yields	MAGIC	,	
9/30/xx	Fund	CDs	Ckg/Svgs
2016	0.55%	0.78%	0.00%
2017	1.09%	1.70%	0.00%
2018	2.07%	1.88%	0.00%
2019	2.14%	2.36%	1.82%
2020	0.13%	2.27%	0.01%



Weighted Average Maturity Date for CDs is 9/15/2022

GREATER ZUMBRO RIVER COMPREHENSIVE WATERSHED MANAGEMENT PLAN JOINT POWERS AGREEMENT

This Agreement is made and entered into by and between:

The Counties of <u>Dodge</u>, <u>Olmsted</u>, <u>Goodhue</u>, <u>Wabasha</u>, <u>and Rice</u> by and through their respective County Board of Commissioners, and

The <u>Dodge</u>, <u>Olmsted</u>, <u>Goodhue</u>, <u>Wabasha</u>, <u>and Rice</u> Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The <u>Bear Valley</u> Watershed District, by and through their respective Board of Managers, and

The City of Rochester, by and through their City Council;

Collectively referred to as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the City of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to control or eliminate stormwater pollution along with soil erosion and sedimentation within the boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to implement the Greater Zumbro River Comprehensive Watershed Management Plan to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve and conserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Minnesota Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B,

103C, or 103D, to serve as substitutes for one another or be replaced with a comprehensive watershed management plan."

WHEREAS, it is understood by all the parties to this Agreement that the Greater Zumbro River Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Greater Zumbro Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose of the Agreement: The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Greater Zumbro River Watershed Planning area (see Attachment A with a map of the planning area) on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the Greater Zumbro River Comprehensive Watershed Management Plan while providing assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants.

This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the parties "may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised." Minnesota Statues § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources.

Darties signi	ng this agreeme	at will be co	loctively	referred to as	
r ai ties sigili	ing tims agreeine	IL WIII DE CC	Juccuvciy	referred to as	

- 2. **Term:** This Agreement is effective upon signature of all Parties, in consideration of the Minnesota Board of Water and Soil Resources (BWSR) operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.
- 3. Adding Additional Parties: A qualifying party within the Greater Zumbro River Watershed Planning area desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Advisory Committee to join the Greater Zumbro River Comprehensive Watershed Management Plan. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Advisory Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Advisory Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. Any party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants the Greater Zumbro River Comprehensive Watershed Management Plan has at the time of the party's notice to leave membership, and is obligated until the grant has expired or has been closed out.

5. General Provisions:

- a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.
- b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and does not create any liability or exposure of one party for the acts or omissions of any other party.
- c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. Records Retention and Data Practices: The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes §138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. The records retention will follow the Fiscal Agent's schedule. At the time this agreement expires, all records will be turned over to the Fiscal Agent for continued retention. (See 7. e. and 8. e.)
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Termination:** This Agreement will remain in full force and effect until canceled by all parties, unless otherwise terminated in accordance with other provisions of this Agreement. The parties

- acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been Terminated.
- g. Addition to, alteration of, or repeal of any part of this Memorandum of Agreement can be introduced by the Policy Advisory Committee at any meeting. Upon a thirty (30) days advance written notice of the proposed change given to each party of the agreement, the Policy Advisory Committee by a majority of the twelve members Policy Advisory Committee, can enact the addition, alteration or repeal of this Memorandum of Agreement.

6. Administration:

- a. **Establishment of Committees for Implementation of the Greater Zumbro River Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The parties agree to establish, under this Agreement, a Policy Advisory Committee, a Technical Advisory Committee, and a Local Implementation Work Group.
 - i. The Policy Advisory Committee: The parties agree to establish a Policy Advisory Committee for the purpose of implementing the Greater Zumbro River Comprehensive Watershed Management Plan. The Policy Advisory Committee will operate cooperatively and collaboratively, but not as a separate entity. Each governing entity agrees to appoint one representative, who must be an elected or appointed member of each governing entity to the Policy Advisory Committee. Each governing entity may choose to appoint one alternate to serve on the Policy Advisory Committee in the absence of the appointed member. Policy Advisory Committee members agree to keep their respective governing entities regularly informed on the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. Each representative shall have one vote, subject to the authority delegated by their respective governing entity. The Policy Advisory Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Advisory Committee will follow the bylaws adopted, and have the power to modify the bylaws. The Policy Advisory Committee will meet as needed, but no less than bi-annually, to advise implementation of the Greater Zumbro River Watershed Management workplan. Each member of the Policy Advisory Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in all matters relevant to the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan, including but not limited to, the recommendation to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Advisory Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Greater Zumbro River

Comprehensive Watershed Management Plan, revenues and expenses for the ensuing calendar years, and shall be presented to the respective governing entities that are represented on the Policy Advisory Committee.

- ii. The Local Implementation Work Group: The parties agree to establish a Local Implementation Work Group, which shall consist of, but not limited to, local staff, including local county water planners, local watershed district staff, local SWCD staff, and local city staff, for the purposes of logistical, and day-to-day decision-making in the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Greater Zumbro River Comprehensive Watershed Management Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Advisory Committee for review. The Local Implementation Workgroup will meet as needed.
- iii. The Technical Advisory Committee: The Policy Advisory Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Greater Zumbro River Comprehensive Watershed Management Plan. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts for the state's main water agencies, and/or plan review agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.
- 7. **Implementation of the Plan.** The Parties agree to adopt and begin implementation of the Greater Zumbro River Comprehensive Watershed Management Plan within 120 days of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
- 8. **Fiscal Agent:** The Policy Advisory Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent for each source of funding received. The appointed Fiscal Agent agrees to:
 - a. Accept all responsibilities associated with any grant agreements executed by the party for the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.
 - b. Perform financial transactions as part of any executed grant agreements, and contract implementation.
 - c. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant.
 - d. Provide the Policy Advisory Committee with the records necessary to describe the financial condition of the grant agreement.

- e. Include the grant information on the Fiscal Agent's website.
- f. Retain fiscal records consistent with the Fiscal Agent's records retention schedule (See 5. c.).
- 9. **Plan Administration**: The Policy Advisory Committee shall appoint, annually, one of the parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-to-day administrative work of the Greater Zumbro River Comprehensive Watershed Management Plan.
 - a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Greater Zumbro River Comprehensive Watershed Management Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated.
 - b. Provide the Policy Advisory Committee with the records necessary to describe the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.
 - c. Provide for proper public notice of all meetings.
 - d. Ensure that minutes of all Policy Advisory Committee meetings are recorded and made available in a timely manner to the Policy Advisory Committee and maintain a file of all approved minutes including corrections and changes.
 - e. Retain records consistent with the Day to Day Contact's records retention schedule until termination of the agreement (at that time, records will be turned over to the Fiscal Agent) (See 5. c.).
 - f. Perform any other duties to keep the Policy Advisory Committee, the Technical Advisory Committee, and the Local Implementation Workgroup informed about the implementation of the Greater Zumbro River Comprehensive Watershed Management Plan.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Dodge County

Jim Elmquist or successor County Administrator 721 Main St. N.

Mantorville, MN 55955 Telephone: (507) 635-6239

Goodhue County

Scott Arneson or successor County Administrator

509 W. 5th St

Red Wing, MN 55066 Telephone: (651) 385-3001

Olmsted County

Heidi Welsch or successor County Administrator

151 4th St SE

Rochester, MN 55904 Telephone: (507) 328-7967

Rice County

Sara Folsted or successor County Administrator 320 Third Street NW Faribault, MN 55021 Telephone: (507) 332-6100

Wabasha County

Brian Buhmann or successor County Administrator 625 Jefferson Ave Wabasha, MN 55981 Telephone: (651) 565-3073

Bear Valley Watershed District

Paul Huneke or successor Watershed District Board Member 254090 Co 16 Blvd

Goodhue, MN 55027 Telephone: (651) 923-4937 <u>Dodge Soil and Water Conservation District</u>

Adam King or successor District Manager 916 2nd St. S.E.

Dodge Center, MN 55927 Telephone: (507) 374-6364

Goodhue Soil and Water Conservation District

Glen Roberson or successor

District Manager

104 E 3rd Ave PO Box 335 Goodhue, MN 55027 Telephone: (651) 923-5286

Olmsted Soil and Water Conservation District

Skip Langer or successor District Manager

2122 Campus Drive SE, Suite 200

Rochester, MN 55904 Telephone: (507) 328-7070

Rice Soil and Water Conservation District

Steve Pahs or successor District Manager 1810 30th St NW Faribault, MN 55021 Telephone: (507) 332-5408

Wabasha Soil and Water Conservation District

Terri Peters or successor District Manager

611 Broadway Ave. Suite 10

Wabasha, MN 55981

Telephone: (651) 565-4673

City of Rochester

Steve Rymer or successor

City Administrator 201 4th Street SE Rochester, MN 55904

Telephone: (507) 328-2000

PARTNE	R: DODGE COUNTY		
APPRO\	/ED:		
BY:			
	Board Chair	Date	
BY:	County Administrator	Date	
	county Administrator	butc	
ADDDO	VED AS TO FORM		
APPRO	VED AS TO FORIVI		
BY:	County Attornoy	Data	
	County Attorney	Date	

PARTNER: DODGE SOIL AND WATER CONSERVATION DISTRICT

	District Manager

PARTNE	ER: GOODHUE COUNTY		
APPRO\	/ED:		
BY:			
	Board Chair	Date	
BY:			
	County Administrator	Date	
APPRO	VED AS TO FORM		
BY:			
	County Attorney	Date	

PARTNER: GOODHUE SOIL AND WATER CONSERVATION DISTRICT

Board Chair	Date	
District Manager	Date	

PARTN	ER: OLMSTED COUNTY		
APPRO	VED:		
BY:			
	Board Chair	Date	
BY:			
	County Administrator	Date	
APPRO	OVED AS TO FORM		
BY:			-
	County Attorney	Date	

PARTNER: OLMSTED SOIL AND WATER CONSERVATION DISTRICT

Board Chair	Date	
District Manager	Date	

IN TEST	TIMONY WHEREOF the Parties h	ave duly executed this agreement by their duly authorized officers.
PARTNE	ER: RICE COUNTY	
APPRO	VED:	
BY:		
	Board Chair	Date
BY:		
	County Administrator	Date
APPRO'	VED AS TO FORM	
BY:		
	County Attorney	Date

PARTNER: RICE SOIL AND WATER CONSERVATION DISTRICT

Board Chair	Date	
 District Manager	Date	

PARTN	ER: WABASHA COUNTY		
APPRO	OVED:		
BY:			_
	Board Chair	Date	
BY:			_
	County Administrator	Date	
APPRO	OVED AS TO FORM		
BY:			
	County Attorney	Date	

PARTNER: WABASHA SOIL AND WATER CONSERVATION DISTRICT

Board Chair	Date	
District Manager	Date	

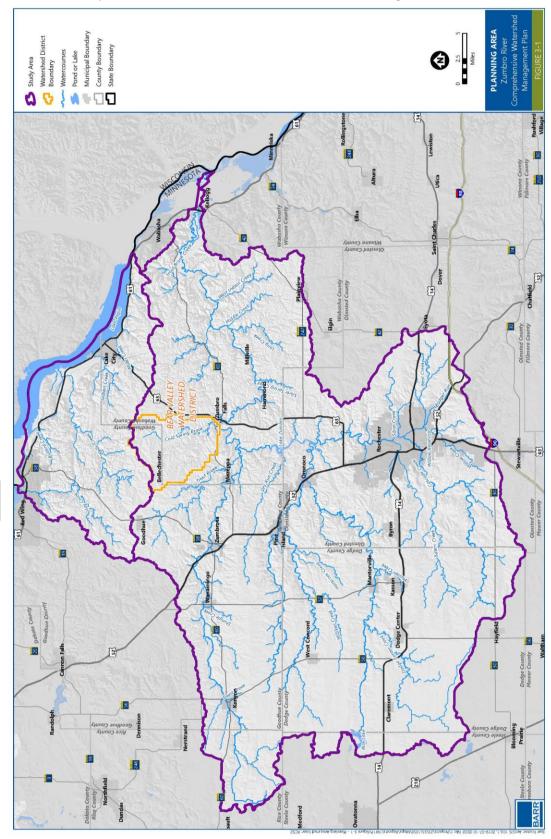
IN TESTIMONY	WHEREOF the Parties have duly executed this ago	reement by their duly authorized o	officers.
PARTNER: BEA	AR VALLEY WATERSHED DISTRICT		
APPROVED:			
BY:			
Preside	ent of the Watershed District Board	Date	
ATTEST:			
	Secretary of the Watershed District Board	Date	
BY:			

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

PARTNER: CITY OF ROCHESTER

APPR	OVED:		
BY:			
	Mayor	Date	
BY:			
	City Administrator	Date	

Map of the Greater Zumbro River Watershed Planning Area



Goodhue County Public Works Project Status Report for November 03, 2020

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Bidding	
3 rd Street Cannon Falls	Bridge L5391 Bridge Rehabilitation	Bids opened on September 22 nd . Project conditionally awarded based on agreement with City of Cannon Falls.
	Road Construction	
CSAH 27 & Leon Twp.	2020 Box Culverts CSAH 27 & Leon	Project awarded to Fitzgerald Excavating. Construction began October 14 th on the Leon Twp. box culvert.
Various	2020 Bituminous Paving CSAH 14, CSAH 64, Kenyon Shop Parking Lot	Construction completed. Need to final.
CSAH 21	Concrete Paving RW High School – TH 61	Contract to be finaled at the 03Nov20 Board meeting.
CSAH 6	Grading TH 58 – 435 th Street	Grading activities on the north portion of the project are nearing completion. Work on the southerly portion in progress.
Various	HSIP: Chevron Installation	All work has been completed.
	Maintenance Department	
Various	Ditch Mowing	Work in progress.
GCPW Shops	Haul De-Icing Sand	Work in progress
GCPW Shops	Dress Tandems for Winter Weather	Work in progress.
Various	Brushing and Tree Trimming	Work in progress.

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Planning & Studies	
St Paul - Chicago	Great River Rail Commission	Agenda item to change name at 08 Aug 19 Board meeting. Working on a second train between the Twin Cities and Chicago. River route remains the preferred alternative. Commission will continue both its public rail advocacy and to comment on MnDOT's river route process.
Red Rock Corridor	Commuter Rail Planning (RRC Commission)	The Commission determined Bus Rapid Transit to be the best alternative and has adopted the Final Report. An implementation plan for a future extension of the Bus Rapid Transit (BRT) line to Hastings is in various stages of planning.
Zip Rail Rochester – Twin Cities	High Speed Rail Planning (OCRRA & Mn/DOT)	MnDOT announced their project is "shelved" and no further public work is to be done. A Tier 1 EIS was not completed. A private firm analyzed the feasibility of a zip rail along the same alignment, but their work was non-public and no communication has been made by them for some time.
TH 63	Mississippi River Bridge @ Red Wing (Mn/DOT)	Construction is underway, traffic is using the new bridge and demolition of the old bridge has begun. Completion is slated for 2020.

The following is a summary of the claims to be reviewed and approved at the November 03, 2020 board meeting:

01	General Fund	\$ 1,419,921.26
03	Public Works	\$ 720,968.96
11	Human Service Fund	\$ 141,130.82
12	GC Family Services Collaborative	\$ -
21	ISTS	\$ -
25	EDA	\$ 2,500.00
30	Capital Improvement	\$ -
31	Capital Equipment	\$ -
34	Capital Equipment	\$ 508,928.47
35	Debt Service	\$ 1,850.00
40	County Ditch	\$ -
61	Waste Management	\$ 27,008.85
62	Recycling Center	\$ -
63	HHW	\$ -
72	Other Agency	\$ 264,952.97
81	Settlement	\$ 6,432,282.87
	Totals	\$ 9,519,544.20

GROSS PAYROLL

(including Employer Related Tax Payments)

Period Ending		Paid Date	Amount
10/2/2020		10/15/2020	\$ 1,056,845.74
Checks (WFXX,WFXX-ACH)		\$ 7,726,833.73	
EFT (Manual Warrants)		\$ 1,792,710.47	
	Total:	\$ 9,519,544.20	

4:23:00PM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

Final Total...

	<u>Description</u>	Account Number	<u>Invoice #</u>	<u>PO #</u>
Warr # Vendor # Vendor Name	Amount OBO#	On-Behalf-of-Name	From Date	To Date
12005 4239 Southeast Service Cooperative				
	6,446.50 Retirees & COBRA	A 10/2020 01-000-000-9001-2020	200902319478	0
	204,018.00 Health Ins 10/2020	01-000-000-9002-2020	200902319478	0
	2,412.00 Health Ins 10/2020	S. Betcher 01-803-000-0000-6153	200902319478	0
	36,611.50 Health Ins 10/2020	03-000-000-9002-2020	200902319478	0
	125,738.00 Health Ins 10/2020	11-000-000-9002-2020	200902319478	0
	11,864.50 Health Ins 10/2020	61-000-000-9002-2020	200902319478	0
Warrant # 12005 Total	387,090.50 Date 10/1/2020			

Transactions

387,090.50

4:23:00PM

Goodhue County



Warr# \	/endor#
---------	---------

RECAP BY FUND	<u>FUND</u>	<u>AMOUNT</u>		<u>NAME</u>
	1	212,876.50		County General Revenue
	3	36,611.50		County Road and Bridge
	11	125,738.00		Health & Human Service Fund
	61	11,864.50		Waste Management Facilities
		387 090 50	TOTAL	

9:02:45AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

					<u>Description</u>	Account Nu	<u>ımber</u> <u>Invoic</u>	<u>PO#</u>
Warr# V	<u>/endor#</u> <u>Vendor Na</u>	<u>ame</u>		<u>Amount</u>	OBO#	On-Behalf-of-Name	<u>Fro</u>	m Date <u>To Date</u>
12007	11872 Intellicents							
				985.71	Consultant Fee 10/	2020 01-061-000-00	000-6278 647	0
				111.95	Consultant Fee 10/	2020 11-420-600-00	010-6283 647	0
				43.05	Consultant Fee 10/	2020 11-420-640-00	010-6283 647	0
				154.99	Consultant Fee 10/	2020 11-430-700-00	010-6283 647	0
				43.05	Consultant Fee 10/	2020 11-479-478-00	000-6283 647	0
				77.50	Consultant Fee 10/	2020 11-479-479-00	000-6283 647	0
	Warrant #	12007	Total	1,416.25	Date 10/15/2020			
			Final Total	1.416.25	6 7	Transactions		

9:02:45AM

Goodhue County



Page 2

Warr # Vendor #

RECAP BY FUND	<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
	1	985.71	County General Revenue
	11	430.54	Health & Human Service Fund
		1 416 25 TOTAL	

PONCELET 10/15/2020

8:52:52AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

				<u>Description</u>		<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
Warr # Vendor # Vendor Nar			<u>Amount</u>	OBO#	On-Behalf-o	<u>f-Nam</u> e	From Date	To Date
12008 11506 Alerus Financi	aı							
			19,805.31	10/15/20 Payroll-C	CO HSA Contri	01-000-000-2504-2005		0
			3,217.29	10/15/20 Payroll-C	CO HSA Contri	03-000-000-2504-2005		0
			11,798.42	10/15/20 Payroll-C	CO HSA Contri	11-000-000-2504-2005		0
			578.85	10/15/20 Payroll-C	CO HSA Contri	61-000-000-2504-2005		0
Warrant #	12008	Total	35,399.87	Date 10/15/2020				
	Fina	ıl Total	35,399.87	4	Transactions			

PONCELET 10/15/2020

8:52:52AM

Goodhue County



Warr # V	endor#
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RECAP BY FUND	<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
	1	19,805.31	County General Revenue
	3	3,217.29	County Road and Bridge
	11	11,798.42	Health & Human Service Fund
	61	578.85	Waste Management Facilities
		35 399 87 TOTA	AL .

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

Manadan II	Vander Name			A	<u>Description</u>	Account Number		<u>PO#</u> <u>Tx</u>
	Vendor Name			<u>Amount</u>	OBO# On-Behalf-of-N	<u>lame</u>	<u>From Date</u>	To Date
10529	ADP, LLC			6,183.41	Payroll Proc 9/4-9/18/20	01-061-000-0000-6279	565910991	N
	Warrant #	453125	Total	6,183.41				
1353	Ag Partners Coop			100.15-	Fuel Discount Kyn	03-340-000-0000-6565	815618	N
1353				1,907.86	Diesel Kyn 1001.5g	03-340-000-0000-6565	815618	N
	Warrant #	453126	Total	1,807.71				
904	Anchor Promotions			1,019.79	Badge Sticker 10/13/20	01-201-000-0000-6883		N
	Warrant #	453127	Total	1,019.79				
	Applied Concepts In	ic		310.50	#2024 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
7384				310.50	#2025 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
7384				310.50	#2026 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
7384				310.50	#2027 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
7384				310.50	#2028 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
7384				310.50	#2030 Pwr/Ant Cables 9/23/20	34-201-000-0000-6663	372560	N
	Warrant #	453128	Total	1,863.00				
14407	Baartman/Chris & M	lelissa		4,041.17	CARES-Permit 20-004	01-003-000-0000-6892		N
	Warrant #	453129	Total	4,041.17				
3030	Bank Of Zumbrota			1,308.00	30.012.0400 Overpmt	81-850-000-0000-2102	012478	N
	Warrant #	453130	Total	1,308.00				
9329	Bevcomm			37.16	PI Office Phone 10/20	01-201-000-0000-6201	12620978	N
	Warrant #	453131	Total	37.16				
14406	Bigelow Homes			2,120.37	CARES-Permit 20-K063	01-003-000-0000-6892		N
	Warrant #	453132	Total	2,120.37				• •
12574	BSN Sports			434.20	Uniform Shirts: Ofc Staff 9/19	01-201-000-0000-6453	910026872	N
	Warrant #	453133	Total	434.20				
14411	Cannon Veterinary	Services LTD		96.00	28.024.0400 Overpmt	81-850-000-0000-2102		N
	Warrant #	453134	Total	96.00				
11439	Century Link			1.62	PRI 10/2020	01-025-000-0000-6201	612 E31-0215	N
11439				1.62	PRI 10/2020	01-025-000-0000-6201	612 E10-0569	N
11439				0.25	PS/ALI 10/2020	01-025-000-0000-6201	612 E31-0008	N
11439				61.11	PS/ALI 10/2020	01-063-000-0000-6201	612 E31-0008	N
11439				398.42	PRI 10/2020	01-063-000-0000-6201	612 E10-0569	N

Goodhue County



WARRANT REGISTER
Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

					Description		Account Number	Invoice #	<u>PO # Tx</u>
Vendor#	Vendor Name			<u>Amount</u>	OBO#	On-Behalf-of-N	lame	From Date	To Date
11439	Century Link			398.42	PRI 10/2020		01-063-000-0000-6201	612 E31-0215	N
11439				66.00	LEC/Sandhill Circuit 10)/2020	01-210-000-0000-6201	612 E31-8008	N
11439				5.10	PS/ALI 10/2020		11-420-600-0010-6201	612 E31-0008	N
11439				33.27	PRI 10/2020		11-420-600-0010-6201	612 E31-0215	N
11439				33.27	PRI 10/2020		11-420-600-0010-6201	612 E10-0569	N
11439				10.55	PRI 10/2020		11-420-640-0010-6201	612 E10-0569	N
11439				10.55	PRI 10/2020		11-420-640-0010-6201	612 E31-0215	N
11439				1.62	PS/ALI 10/2020		11-420-640-0010-6201	612 E31-0008	N
11439				6.47	PS/ALI 10/2020		11-430-700-0010-6201	612 E31-0008	N
11439				42.19	PRI 10/2020		11-430-700-0010-6201	612 E31-0215	N
11439				42.19	PRI 10/2020		11-430-700-0010-6201	612 E10-0569	Ν
11439				11.36	PRI 10/2020		11-479-478-0000-6201	612 E10-0569	N
11439				11.36	PRI 10/2020		11-479-478-0000-6201	612 E31-0215	N
11439				1.74	PS/ALI 10/2020		11-479-478-0000-6201	612 E31-0008	N
11439				27.59	PRI 10/2020		11-479-479-0000-6201	612 E10-0569	N
11439				4.23	PS/ALI 10/2020		11-479-479-0000-6201	612 E31-0008	N
11439				27.59	PRI 10/2020		11-479-479-0000-6201	612 E31-0215	N
	Warrant #	453135	Total	1,196.52					
11020	Century Link (Phoe	nix)		625.85	Long Distance 10/2020)	01-063-000-0000-6201	160484039	N
11020				40.84	Court Admin 10/2020		01-063-000-0000-6201	160484039	N
11020				55.08	Police 10/2020		01-063-000-0000-6201	160484039	N
11020				36.08	PubDef 10/2020		01-063-000-0000-6201	160484039	N
11020				201.60	Welfare IMU 10/2020		11-420-600-0010-6201	160484039	N
11020				60.00	Welfare Child Supp 10	/2020	11-420-640-0010-6201	160484039	N
11020				150.56	Welfare Soc Svc 10/20	20	11-430-700-0010-6201	160484039	N
11020				79.07	PHS 10/2020		11-479-478-0000-6201	160484039	N
11020				184.49	PHS 10/2020		11-479-479-0000-6201	160484039	N
	Warrant #	453136	Total	1,433.57					
12768	Dell Marketing Lp			2,427.54	2 Precision 3630 TwrW	/rkst 9/14	34-103-000-0000-6480	10426216157	N
12768				2,427.54	2 Precision 3630 TwrW	/rkst 9/14	34-127-000-0000-6480	10426216157	N
	Warrant #	453137	Total	4,855.08					
4329	Dodge Of Burnsville	Э		22,031.00	2C4RDGBGXLR23712	21	01-003-000-0000-6663	N44027	N
4329				23,821.00	2C4RDGBGXLR25555	54	01-003-000-0000-6663	N44034	N
4329				23,821.00	2C4RDGBG8LR23921	0	01-003-000-0000-6663	N44039	N
4329				23,726.00	2C4RDGBG8LR25555	3	01-003-000-0000-6663	N44038	N
	Warrant #	453138	Total	93,399.00					- •

Goodhue County



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	Vendor Name Esri Inc Warrant #	453139	Total	Amount 35,000.00 15,000.00 50,000.00	Description OBO# On-Behalf-or ELA Agreement 20-21 ELA Agreement 20-21	Account Number f-Name 01-101-103-0000-6268 01-105-000-0000-6268	Invoice # From Date 93827609 93827609	PO# Tx To Date N N
14412	Estrem/Nels Warrant #	453140	Total	1,705.00 1,705.00	62.200.0190 Overpmt	81-850-000-0000-2102		N
10469	Finance & Comme Warrant #	rce, Inc 453141	Total	162.84 162.84	Notice Term of Par Rights 9/18	01-011-000-0000-6277	744823731	N
14420	Forged Inc Warrant #	453142	Total	968.57 968.57	Role Players: ERT Trng 10/2020	01-201-000-0000-6283	10.13.2020	N
14415	Franks/Angela Warrant #	453143	Total	104.56 104.56	55.245.0120 Overpmt	81-850-000-0000-2102		N
3266	Frontier Communic	ation 453144	Total	117.53 117.53	Phone: Wnmgo Office 10/4-11/3/	01-201-000-0000-6201	50482424970202	N
4958 4958 4958	Gadient Brothers C	Constr 453145	Total	3,493.13 3,583.13 1,893.01 8,969.27	CARES-Permit 2020-00501 CARES-Permit 2020-00502 CARES-Permit 200304	01-003-000-0000-6892 01-003-000-0000-6892 01-003-000-0000-6892		N N N
11436 11436 11436 11436	Govt Forms and St	upplies 453146	Total	74.04 472.50 1,080.00 540.00 577.50 2,744.04	Freight 8/19 (3,500) AB Secrecy Env 8/19 (6,000) AB Sig Env 8/19 (3,000) AB Return Env 8/19 (3,500) AB Out Mail Env 8/19	01-071-000-0000-6205 01-071-000-0000-6405 01-071-000-0000-6405 01-071-000-0000-6405 01-071-000-0000-6405	0323858 0323858 0323858 0323858 0323858	N N N N
1367 1367	Grover Auto Co Warrant #	453147	Total	31,654.18 32,080.18 63,734.36	1GNEVFKW3LJ315604 1GNEVFKW9LJ168026	01-003-000-0000-6663 01-003-000-0000-6663		N N
5234 5234 5234 5234	HBC Warrant #	453148	Total	199.00 300.00 49.88 148.45 697.33	Dedicated Fiber 10/2020 CF-Aspen Link 10/2-11/1/20 Cable TV 10/2020 Cable TV 10/2020	01-201-000-0000-6340 01-201-000-0000-6340 01-207-240-0000-6340 01-281-280-0000-6340	81677 81677 80387 80389	N N N N
13964	Heartland Tire Sen	vice		612.00 Copyright 201	#1924 Tires (4) 9/16/20 0-2019 Integrated Financial Systo	01-201-000-0000-6303 ems	291387	N

Goodhue County WARRANT REGISTER

Auditor Warrants

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., . , ,	Mandan Nana				<u>Description</u>	0.5.1.16.631	Account Number	Invoice #	<u>PO # Tx</u>
<u>Vendor #</u>	Vendor Name Warrant #	453149	Total	Amount 612.00	<u>OBO#</u>	On-Behalf-of-Na	<u>ame</u>	<u>From Date</u>	To Date
14133	Heritage Title			100.00	52.140.1650 Overpmt		81-850-000-0000-2102		N
	Warrant #	453150	Total	100.00					
14403	Jackson & Associate	es LLC		328,377.00	JUS Roof Payment #1		34-111-000-0000-6669	7502	N
	Warrant #	453151	Total	328,377.00					
14400	James J. Pavek Rev	ocable Trust		6,900.00	Perm ROW 624-016		03-320-000-0000-6311	28-017-3000	N
	Warrant #	453152	Total	6,900.00					
1680	Justice Benefits Inc			88.00	SSI Q320 Claims 9/25/2	20	01-207-000-0000-6278	201703153	N
	Warrant #	453153	Total	88.00					
1461	Kenyon Municipal U	tilities		130.00	Water #44		03-310-000-0000-6508	2006	N
1461				30.00	Water #49		03-310-000-0000-6508	2006	N
1461				105.00	Water 023-002		03-320-000-0000-6301	2006	N
	Warrant #	453154	Total	265.00					
29968	Keys Etc Locksmith	Service		272.00	Rpl Locks 9/17/20		01-201-000-0000-6304	543483	N
	Warrant #	453155	Total	272.00					
2960	Liberty Tire Recyclin	g LLC		2,539.47	Tire Recycling-Landfill		61-398-192-0000-6840	1900503	N
	Warrant #	453156	Total	2,539.47					
5349	License Center			1,459.00	2013 - License & Regis	tration	01-003-000-0000-6663		N
5349				1,605.36	2014- License & Regist	ration	01-003-000-0000-6663		N
5349				1,605.36	2015- License & Regist		01-003-000-0000-6663		N
5349				1,599.19	2016 - License & Regis	tration	01-003-000-0000-6663		N
	Warrant #	453157	Total	6,268.91					
14408	Lohmann/Jason			2,810.29	CARES-Permit 20-0217	,	01-003-000-0000-6892		N
	Warrant #	453158	Total	2,810.29					
14413	Lundstrom/Ross			32.00	32.130.0150 Overpmt		81-850-000-0000-2102		N
	Warrant #	453159	Total	32.00					
11192	MetLife Dental			50.92	Dental Ins: S. Mahn 10/	20	01-000-000-9001-2021		N
11192				15.52 -	Dental Ins:S. Mahn 4/20	0 & 5/20	01-000-000-9001-2021		N
11192				101.86	Dental Ins: G. Schoene	r 10/20	01-000-000-9001-2021		N
11192				50.94 -	Dental Ins:G.Schoener	4 & 5/20	01-000-000-9001-2021		N
11192				31.02	Dental Ins: M. Holst 10/	20	01-000-000-9001-2021		N
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anderson 10/16/2020

9:09:20AM Warrant Form **WFXX** Auditor's Warrants

Goodhue County



WARRANT REGISTER Auditor Warrants

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					<u>Description</u>	Account Number	Invoice #	<u>PO# Tx</u>
Vendor#	Vendor Name			<u>Amount</u>	<u>OBO#</u> On-Beh	<u>alf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
11192	MetLife Dental			15.52 -	Dental Ins: M. Holst 4 & 5/20	01-000-000-9001-2021		N
11192				50.92	Dental Ins: M. Banks 10/20	01-000-000-9001-2021		N
11192					Dental Ins: M. Banks 4 & 5/20	01-000-000-9001-2021		N
11192				31.02	Dental Ins: B. Glover 10/20	01-000-000-9001-2021		N
11192				15.52 -	Dental Ins: B. Glover 4 & 5/20	01-000-000-9001-2021		N
11192				50.92	Dental Ins: J. Adams 10/20	01-000-000-9001-2021		N
11192				25.46-	Dental Ins: J. Adams 4 & 5/20	01-000-000-9001-2021		N
11192				50.92	Dental Ins: R. Glasenapp 10/20	01-000-000-9001-2021		N
11192				25.46 -	Dental Ins:R.Glasenapp 4&5/20	01-000-000-9001-2021		N
11192				50.92	Dental Ins: L.Bryngelson 10/20	01-000-000-9001-2021		N
11192				25.46-	Dental Ins:L.Bryngelson 4&5/20	01-000-000-9001-2021		N
11192				31.02	Dental Ins: J. Sinn 10/20	01-000-000-9001-2021		N
11192				287.36	Dental Ins: A. Hauser 4 & 5/20	01-000-000-9001-2021		N
	Warrant #	453160	Total	537.54				
14416	Miller/Cheryl			11.00	55.060.0010 Overpmt	81-850-000-0000-2102		N
11110	Warrant #	453161	Total	11.00	00.000.00 TO GVOIPING	01 000 000 0000 2102		IN
1581	Milo Peterson Ford	Co Inc		258.78	Tow: Blue Infiniti G35X 10/5	01-201-000-0000-6315	2406	N
	Warrant #	453162	Total	258.78				
7070	NA: NA: to all ife les			F 20	Dania Life. I. Adama 40/00	04 000 000 0004 2022		
	Mn Mutual Life Ins			5.20	Basic Life: J. Adams 10/20	01-000-000-9001-2022		N
7376				44.00	EE Life Ins: J. Adams 10/20	01-000-000-9001-2022		N
7376				0.56	Dpndtnt Life Ins:J.Adams 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: C. Marcus 10/20	01-000-000-9001-2022		N
7376				0.56	Dpndtnt Life Ins:PTrebil 10/20	01-000-000-9001-2022		N
7376				0.56	Dpndtnt Life Ins:CMarcus 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: P. Trebil 10/20	01-000-000-9001-2022		N
7376				34.00	EE Life Ins: D. Landau 10/20	01-000-000-9001-2022		N
7376				5.20	Life Ins: B. Mattson 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life Ins:BSchultz 10/20	01-000-000-9001-2022		N
7376				17.00	Spouse Life: B. Schultz 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: R. Seyffer 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: R. Seyffer 9/20	01-000-000-9001-2022		N
7376				0.56	Dpndtnt Life Ins:DLandau 10/20	01-000-000-9001-2022		N
7376				128.00	Spouse Life: P. Trebil 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: N. Buck 10/20	01-000-000-9001-2022		N
7376				5.20	Basic Life: S. Heitman 10/20	01-000-000-9001-2022		N
7376				34.00	EE Life Ins: S. Heitman 10/20	01-000-000-9001-2022		N

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INTEGRATED FINANCIAL SYSTEMS

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	Vendor Name Mn Mutual Life Ins Warrant #	453163	Total	Amount 5.20 311.24	Description OBO# On-Behalf-of-N Basic Life: D. Landau 10/20	Account Number lame 01-000-000-9001-2022		<u>PO #</u> <u>Tx</u> <u>To Date</u> N
837	Motorola Solutions I Warrant #	nc 453164	Total	99.00 99.00	Remote Microphone 9/23/20	01-201-000-0000-6432	8281030668	N
2864 2864 2864	Office Depot Warrant #	453165	Total	17.39 309.99 53.57 380.95	Packing Tape 9/18 Office Chair: JRustad 9/18 Supplies 9/18	01-121-000-0000-6405 01-121-000-0000-6405 01-121-000-0000-6405	124207808001 124328422001 124328410001	N N N
11013	Office Of MN.IT Ser Warrant #	vices 453166	Total	1,700.00 1,700.00	Mnet Collaberation 9/2020	01-063-000-0000-6301	DV20090361	N
5545	Paul's Industrial Gar Warrant #	age 453167	Total	35.00 35.00	Dumpster 9/28/20	01-201-000-0000-6257	105719	N
14405	Peters/Brian & Sue Warrant #	453168	Total	2,755.41 2,755.41	CARES-Permit 20-0157	01-003-000-0000-6892		N
13790	Peterson/Maryanne Warrant #	453169	Total	59.00 59.00	28.025.0701 Overpmt	81-850-000-0000-2102		N
14409	Poole/Heidi S Warrant #	453170	Total	35.00 35.00	55.860.0080 Overpmt	81-850-000-0000-2102		N
13160	Regents of the University Warrant #	ersity of MN 453171	Total	375.44 375.44	Reimb: 4-H PA KHawkins 8/2020	01-601-000-0000-6284	0300025893	N
6068	River Country Coop Warrant #	erative 453172	Total	11.05 11.05	Unld 5538	03-340-000-0000-6567	294380	N
6685	River Valley Power of Warrant #	& Sport Inc 453173	Total	138.95 138.95	Snowmobile Battery 9/17/20	01-205-235-0000-6304	315345	N
14414	Robertson/Denise Warrant #	453174	Total	220.00 220.00	40.036.2900 Overpmt	81-850-000-0000-2102		N
10300	SeaChange Warrant #	453175	Total	22,465.62 22,465.62	2020 General Ballots 11/3/20	01-071-000-0000-6401	34142	N
13526	Servion Group			627.00	66.480.0100 Overpmt	81-850-000-0000-2102		N

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					<u>Description</u>	Account Number	Invoice #	<u>PO# Tx</u>
Vendor#	Vendor Name			Amount	OBO# On-Behalf-of-N	Name	From Date	To Date
13526	Servion Group			1,412.24	55.939.0100 Overpmt	81-850-000-0000-2102		N
	Warrant #	453176	Total	2,039.24				
5029	Short Elliot Hendrick	son Inc		4,267.18	Monitor RW Lndfl	61-397-000-0000-6283	390221	N
5029				807.26	Monitor Wan Lndfl	61-397-000-0000-6283	393664	N
5029				4,367.20	Monitor RW Lndfl	61-397-000-0000-6283	393665	N
	Warrant #	453177	Total	9,441.64				
3472	Siewert Construction	n Co Inc (Rw)		2,403.85	CARES-Permit 2020-00429	01-003-000-0000-6892		N
	Warrant #	453178	Total	2,403.85				•
14404	Sommer/Nathanael			3,053.33	CARES-Permit 20-0314	01-003-000-0000-6892		N
	Warrant #	453179	Total	3,053.33				•
14419	State of MN			70.00	Civil Process Fee: VMartin 8/5	01-011-000-0000-6277		N
14419				227.70	Welfare of Children Notice 8/1	01-011-000-0000-6277		Ν
14419				160.00	Subpoena Svc:25-JV-20-147 7/28	01-011-000-0000-6277		N
	Warrant #	453180	Total	457.70				
1831	Streichers Inc			1,018.18	B Vest Panel Set/JHanson 10/9	01-201-000-0000-6453	l1457535	N
	Warrant #	453181	Total	1,018.18				
13995	Tactical Install			607.70	Gator Tail Lights/Install 10/7	01-205-000-0000-6669	19	N
	Warrant #	453182	Total	607.70				
14410	Talos Dynamics			3,420.00	Ballistic Shield 9/23/20	34-201-000-0000-6480	GCSO020200923	N
	Warrant #	453183	Total	3,420.00				
14421	Toshiba Business S	olutions USA		57.48	Hlth Unit Copier 10/20	01-207-000-0000-6302	5012226985	N
14421				14.35	HIth Unit Copies 8/20	01-207-000-0000-6302	5012226985	N
	Warrant #	453184	Total	71.83				
2469	Toshiba Financial S	ervices (L.A.)		27.35	Copies 8/2020	01-005-000-0000-6302	5011982417	N
2469				72.41	Copier 10/2020	01-005-000-0000-6302	5011982417	N
2469				27.34	Copies 8/2020	01-031-000-0000-6302	5011982417	N
2469				72.41	Copier 10/2020	01-031-000-0000-6302	5011982417	N
2469				184.76	Copier 10/2020	01-041-000-0000-6302	5011982416	N
2469				74.77	Copies 8/2020	01-041-000-0000-6302	5011982416	N
2469				203.02	Copier 10/2020	01-055-000-0000-6302	5011982409	N
2469				110.11	Copies 8/2020	01-055-000-0000-6302	5011982409	N
2469				72.40	Copier 10/2020	01-061-000-0000-6302	5011982417	N

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Vendor#	Vendor Name			<u>Amount</u>	OBO#	On-Behalf-of-Name	From Date	To Date
2469	Toshiba Financial S	ervices (L.A.)		27.35	Copies 8/2020	01-061-000-0000-6302	5011982417	N
2469				59.75	Copier 10/2020	01-121-000-0000-6302	5011982415	N
2469				5.03	Copies 8/2020	01-121-000-0000-6302	5011982415	N
2469				135.51	Copier 10/20	01-201-000-0000-6302	5011982407	N
2469				12.76	Copies 8/20	01-201-000-0000-6302	5011982407	N
2469				75.86	Patrol Copier 10/20	01-201-000-0000-6302	5011982411	N
2469				2.55	Patrol Copies 8/20	01-201-000-0000-6302	5011982411	N
2469				238.36	Intake Copier 10/20	01-207-000-0000-6302	5011982408	N
2469				94.75	Intake Copies 8/20	01-207-000-0000-6302	5011982408	N
2469				216.93	Admin Copier 10/20	01-207-000-0000-6302	5011982406	N
2469				16.91	Admin Copies 8/20	01-207-000-0000-6302	5011982406	N
2469				244.85	Copier 10/2020	01-255-000-0000-6302	5011982404	N
2469				237.06	Copier 10/2020	01-281-280-0000-6302	5011982405	N
2469				71.10	Copies 8/2020	01-281-280-0000-6302	5011982405	N
2469				190.61	Copier 10/2020	01-601-000-0000-6302	5011982410	N
2469				54.26	Copies 8/2020	01-601-000-0000-6402	5011982410	N
	Warrant #	453185	Total	2,528.21				
6921	Us Bank			500.00	Admin Fee 9/1/20-8/31	/21 2014A 35-821-000-0000-6783	5877171	N
6921				1,350.00	Admin Fee 9/1/20-8/31	/21 2012B 35-821-000-0000-6783	5879703	N
	Warrant #	453186	Total	1,850.00				• •
3418	Verizon Wireless			101.51	Cell Phone 9/3-10/2/20	01-031-000-0000-6202	9864109157	N
3418				40.01	Cell Phone 9/3-10/2/20	01-055-000-0000-6206	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	01-061-000-0000-6202	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	01-063-000-0000-6202	9864109157	N
3418				41.45	Cell Phone 9/3-10/2/20	01-091-000-0000-6202	9864109157	N
3418				41.45	Cell Phone 9/3-10/2/20	01-091-132-0000-6202	9864109157	N
3418				96.44	Cell Phone 9/3-10/2/20	01-103-000-0000-6202	9864109157	N
3418				80.04	Cellular Data 9/3-10/2/2	20 01-103-000-0000-6206	9864109157	N
3418				647.96	Cell Phone 9/3-10/2/20	01-111-000-0000-6202	9864109157	Ν
3418				46.45	Cell Phone 9/3-10/2/20	01-121-000-0000-6202	9864109157	Ν
3418				40.01	Cellular Data 9/3-10/2/2	20 01-121-000-0000-6206	9864109157	Ν
3418				649.99	Hardware-iPhone	01-121-000-0000-6452	9864109157	N
3418				92.90	Cell Phone 9/3-10/2/20	01-127-127-0000-6202	9864109157	N
3418				87.90	Cell Phone 9/3-10/2/20	01-127-129-0000-6202	9864109157	N
3418				1,747.35	Cell Phone 9/3-10/2/20	01-201-000-0000-6202	9864109157	N
3418				1,320.33	Cellular Data 9/3-10/2/2	20 01-201-000-0000-6206	9864109157	N
3418				82.90	Cell Phone 9/3-10/2/20	01-205-000-0000-6202	9864109157	N

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					<u>Description</u>	Account Number	Invoice #	<u>PO# Tx</u>
Vendor#	Vendor Name			<u>Amount</u>	OBO# On-Beha	alf-of-Name	From Date	To Date
3418	Verizon Wireless			80.02	Cellular Data 9/3-10/2/20	01-205-000-0000-6206	9864109157	N
3418				236.06	Cell Phone 9/3-10/2/20	01-207-000-0000-6202	9864109157	N
3418				41.36	Cellular Data 9/3-10/2/20	01-209-000-0000-6206	9864109157	N
3418				207.25	Cell Phone 9/3-10/2/20	01-210-000-0000-6202	9864109157	N
3418				40.05	Cellular Data 9/3-10/2/20	01-210-000-0000-6206	9864109157	N
3418				273.70	Cell Phone 9/3-10/2/20	01-255-000-0000-6202	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	01-281-280-0000-6202	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	01-601-000-0000-6202	9864109157	N
3418				124.35	Cell Phone 9/3-10/2/20	03-310-000-0000-6202	9864109157	N
3418				40.01	Cellular Data 9/3-10/2/20	03-310-000-0000-6202	9864109157	N
3418				278.70	Cell Phone 9/3-10/2/20	03-320-000-0000-6202	9864109157	N
3418				90.04	Cellular Data 9/3-10/2/20	03-320-000-0000-6206	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	03-330-000-0000-6202	9864109157	N
3418				46.45	Cell Phone 9/3-10/2/20	03-340-000-0000-6202	9864109157	N
3418				124.35	Cell Phone 9/3-10/2/20	11-420-600-0010-6202	9864109157	N
3418				134.35	Cell Phone 9/3-10/2/20	11-430-700-0010-6202	9864109157	N
3418				82.90	Cell Phone 9/3-10/2/20	11-466-450-0000-6202	9864109157	N
3418				82.90	Cell Phone 9/3-10/2/20	11-466-462-0000-6202	9864109157	N
3418				41.45	Cell Phone 9/3-10/2/20	11-466-466-0000-6202	9864109157	N
3418				41.45	Cell Phone 9/3-10/2/20	11-467-467-0000-6202	9864109157	N
3418				1.34-	Cell Phone 9/3-10/2/20	11-479-479-0000-6202	9864109157	N
	Warrant #	453187	Total	7,312.99				
9820	Verizon Wireless-V	'SAT		50.00	Cell Phone Dump 10/14/20	01-201-000-0000-6870	20213210793700	N
	Warrant #	453188	Total	50.00				
11465	Wells Fargo Vendo	r Fin Serv		241.89	Copier Lease Nov	03-330-000-0000-6302	5012233970	N
11465	· ·			241.89	Copier Lease Oct	03-330-000-0000-6302	5012233970	N N
	Warrant #	453189	Total	483.78	·			.,
1002	Widseth Smith Noll	tina		1,567.50	Prel Dsn Br L0546 598-022	03-320-000-0000-6281	207132	N
1002	Warrant #	453190	Total	1,567.50	1101 2011 21 200 10 000 022	00 020 000 0000 0201	201 102	IN
73383	Xcel Energy			167.17	Elec: Pnr Rd Storg 8/26-9/27	01-201-000-0000-6251	703350315	N
73383	Acci Energy			326.35	Elec: Pn Isl Rad Twr 8/18-9/17	01-201-000-0000-6251	703350315	N N
73383				340.20	Elec: Cn Fls Rad Twr 8/19-9/20	01-201-000-0000-6251	703350315	N
73383				360.53	Elec: Seymour St 8/26-9/27	01-201-000-0000-6251	703350315	N N
73383				29.21	Gas: Pnr Rd Storg 8/26-9/27	01-201-000-0000-6252	703350315	
73383				358.84	Elec: Aspen Rad Twr 8/26-9/27	01-209-000-0000-6251	703350315	N
73383				28.80	Gas: Aspen Rad Twr 8/26-9/27	01-209-000-0000-6252	703350315	N N
70000					0.2010 Integrated Financial S		10000010	IN

anderson 10/16/2020

9:09:20AM Warrant Form **WFXX** Auditor's Warrants

Goodhue County



WARRANT REGISTER
Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

					<u>Description</u>	Account Number	Invoice #	PO# Tx
Vendor#	Vendor Name			<u>Amount</u>	OBO#	On-Behalf-of-Name	From Date	To Date
73383	Xcel Energy			47.00	St Lts - 66	03-310-000-0000-6251	51-63607118	N
73383				46.57	St Lts - 1	03-310-000-0000-6251	51-63607118	N
73383				30.69	St Lts - 5	03-310-000-0000-6251	51-64100936	N
73383				79.24	St Lts - Bench	03-310-000-0000-6251	51-67548181	N
73383				237.71	Signals - 601 Bench	03-310-000-0000-6251	51-67548181	N
73383				1,662.63	Elec - RW	03-350-000-0000-6251	51-51300497	N
73383				135.00	Elec - RW Shared	03-350-000-0000-6251	51-101960186	N
73383				57.62	Gas - RW	03-350-000-0000-6252	51-53157485	N
73383				25.00	Gas - RW Shared	03-350-000-0000-6252	51-101960186	N
73383				64.81	St Lts - Park	03-521-000-0000-6251	51-46438082	N
73383				16.76	Sec Lt - Park	03-521-000-0000-6251	51-73725269	N
73383				889.44	Elec - Rcy	61-398-192-0000-6251	51-69848451	N
73383				64.95	Elec - Drop Shed	61-398-192-0000-6251	51-69848451	N
73383				63.23	Gas - Rcy	61-398-192-0000-6252	51-69848451	N
	Warrant #	453191	Total	5,031.75				
	Warrant Form	WFXX	Total	667,994.83	248 Tra	nsactions		

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

					<u>Description</u>	Account Number	Invoice #	<u>PO# Tx</u>
Vendor #	Vendor Name	2		<u>Amount</u>	OBO# On-Behalf-	of-Name	From Date	To Date
6193	Advanced Correct	ctional Healthca	are	20,407.34	Medical Contract 11/20	01-207-000-0000-6272	100219	N
6193				3,889.22	Pool/Cap 1/20	01-207-000-0000-6272	100220	N
6193				11.51	Inmate RX: Olmsted 6/20	01-207-000-0000-6272	98037	N
	Warrant #	31843	Total	24,308.07				
12044	American Tower	Corporation		575.00	Frontenac Twr Rent: 10/2020	01-201-000-0000-6342	407663527	N
	Warrant #	31844	Total	575.00				
5050	Community And I	Economic Deve	el Assoc	500,000.00	CARES Act Distribution #4	01-002-000-0000-6895		N
	Warrant #	31845	Total	500,000.00				
10069	Emkat			329.00	Zebra CardStudio Software 9/23	01-201-238-0000-6270	INV6466226	N
10069				329.00	Crd Printer Software 9/23/20	01-201-238-0000-6270	INV6466226	N
10069				267.68	PTC Ribbons 9/5/20	01-201-238-0000-6420	INV6458246	N
	Warrant #	31846	Total	925.68				
3124	Kwik Trip Inc			8.10	KT Sep 2020	01-103-000-0000-6303	278333	N
3124				113.73	KT Sep 2020	01-103-000-0000-6567	278333	N
3124				9.00	KT Sep 2020	01-127-127-0000-6303	278333	N
3124				511.90	KT Sep 2020	01-127-127-0000-6567	278333	N
3124				82.41	KT Sep 2020	01-127-129-0000-6567	278333	N
3124				25.20	KT Sep 2020	01-130-000-0000-6303	278333	N
3124				785.39	KT Sep 2020	01-130-000-0000-6567	278333	N
3124				161.10	KT Sep 2020	01-201-000-0000-6303	278334	N
3124				65.42	KT Sep 2020	01-201-000-0000-6565	278334	N
3124				6,960.45	KT Sep 2020	01-201-000-0000-6567	278334	N
3124				358.78	KT Sep 2020	01-205-000-0000-6565	278334	N
3124				20.26	KT Sep 2020	01-205-000-0000-6567	278334	N
3124				52.66	KT Sep 2020	01-281-280-0000-6567	278334	N
3124				1,626.96	KT Sep 2020	03-340-000-0000-6565	278333	N
3124				98.71	KT Sep 2020	03-340-000-0000-6567	278333	N
	Warrant #	31847	Total	10,880.07				
8820	Mayo Clinic Heal	th System, Red	l Wing	43.00	Drug Test-Banks	03-310-000-0000-6291	700003124	N
8820				43.00	Drug Test - Grimes	61-398-000-0000-6291	700003124	N
8820				43.00	Drug Test - Bade	61-398-000-0000-6291	700003124	N
8820				43.00	Drug Test - DPeterson	61-398-000-0000-6291	700003124	N
	Warrant #	31848	Total	172.00				- •
1727	Red Wing City-Fi	nance		191.49	Evidence Rm Supplies 9/16/20	01-201-000-0000-6420	0048990	N
				Considerate 201	10 2010 Interreted Financial Cu			

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Goodhue County

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WARRANT REGISTER Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

Vendor #	Vendor Name Warrant #	31849	Total	<u>Amount</u> 191.49	Description OBO# On-Behalf-of-	Account Number Name	Invoice # From Date	PO# Tx To Date
10907	RTG Consulting Inc.			480.00	Database U/D: Bldg Permit 9/3	01-101-103-0000-6269	1219	N
10907				360.00	Database U/D: Zoning 9/3	01-101-103-0000-6269	1219	N
10907				750.00	Database U/D: Bldg Permit 9/16	01-101-103-0000-6269	1219	N
10907				270.00	Database U/D: Zoning 9/16	01-101-103-0000-6269	1219	N
10907				30.00	Database Supp:Bldg Permit 9/28	01-101-103-0000-6284		N
	Warrant #	31850	Total	1,890.00				
11982	Summit Food Service	e LLC		446.81	Inmate Laundry 9/12-9/18/20	01-207-000-0000-6366	INV2000091054	N
11982				30.24	Condiments 9/17/20	01-207-000-0000-6463	INV2000091052	N
11982				4,592.62	Inmate Meals 9/12-9/18/20	01-207-000-0000-6463	INV2000091053	N
	Warrant #	31851	Total	5,069.67				
8381	Zumbrota Water & S	Sewer Dept		37.17	Wtr & Swr	03-350-000-0000-6253	8660	N
	Warrant #	31852	Total	37.17				
	Warrant Form	WFXX-ACH	Total	544,049.15	37 Transactions			
		Final	Total	1,212,043.98	285 Transactions			

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Goodhue County

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WARRANT REGISTER
Auditor Warrants

Approved 10/16/2020 Pay Date 10/16/2020

WARRANT RUN INFORMATION		WARRANT <u>FORM</u>	STARTING WARRANT NO.	ENDING WARRANT NO.	DATE OF PAYMENT	DATE OF APPROVAL	PPD <u>COUNT</u>	AMOUNT	CT <u>COUNT</u>	TX <u>AMOUNT</u>
67	667,994.83	WFXX	453125	453191	10/16/2020	10/16/2020				
10	544,049.15	WFXX-ACH	31843	31852	10/16/2020	10/16/2020	0		10	544,049.15
	1,212,043.98	TOTAL								

Goodhue County

WARRANT REGISTER Auditor Warrants

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RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	NAME	ACH AMOUNT		NON-ACH AMOUNT	NON-ACH AMOUNT	
1	835,520.60	County General Revenue	542,114.31		293,406.29		
3	15,869.91	County Road and Bridge	1,805.84		14,064.07		
11	1,450.86	Health & Human Service Fund	-		1,450.86		
34	338,515.08	Capital Plan	-		338,515.08		
35	1,850.00	Debt Service Fund	-		1,850.00		
61	13,127.73	Waste Management Facilities	129.00		12,998.73		
81	5,709.80	Settlement Fund	-		5,709.80		
	1,212,043.98	TOTAL	544,049.15	TOTAL ACH	667,994.83 TOTAL N	ON-ACH	

10:00:41AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

Warr # Vendor # Vendor Name

12011

1358 Wells Fargo Brokerage-Premium Paid

Warrant #

12011

Description OBO#

Account Number On-Behalf-of-Name

Invoice # From Date

<u>PO#</u> To Date

Amount

58.00 Safekeeping Fees 10/2020

01-001-000-0000-6375

0

58.00 Date 10/16/2020

Final Total...

Total

58.00

Transactions

10:00:41AM

Goodhue County



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Warr # Vendor #

RECAP BY FUND <u>FUND</u> <u>AMOUNT</u> <u>NAME</u>

58.00 County General Revenue

58.00 TOTAL

10:24:42AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

		<u>Description</u>	Account Number	Invoice #	<u>PO#</u>
Warr # Vendor # Vendor Name	<u>Amount</u>	OBO# On-Behalf-of-	<u>-Nam</u> e	<u>From Date</u>	<u>To Date</u>
12009 1820 State Of Minnesota-Sales & Use Tax					
	12.39	Receipt Nbr 442791 09/16/2020	01-207-240-0000-5859		0
	3.43	Receipt Nbr 442715 09/11/2020	03-310-000-0000-5934		0
	3.43	Receipt Nbr 442954 09/23/2020	03-310-000-0000-5934		0
	35.31	Receipt Nbr 443138 09/30/2020	03-310-000-0000-5934		0
	-3.54	- Warr Nbr 31652 09/18/2020	61-398-000-0000-6420		0
	17.70	Warr Nbr 31652 09/18/2020	61-398-000-0000-6420		0
	95.22	Warr Nbr 452495 09/04/2020	61-398-000-0000-6561		0
	14.84	Warr Nbr 452495 09/04/2020	61-398-000-0000-6561		0
	13.33	Warr Nbr 452495 09/04/2020	61-398-000-0000-6561		0
	2.29	Warr Nbr 452522 09/04/2020	61-398-000-0000-6562		0
	24.60	Warr Nbr 452695 09/18/2020	61-398-000-0000-6563		0
	0.25	Sales Tax Rounding Adj 10/2020	01-001-000-0000-6850		0
	90.60	S/W Asmt 9/2020	61-000-000-0000-2222		0
	713.15	S/W Mgmt 9/2020	61-000-000-0000-2223		0
Warrant # 12009 Total	1,023.00	Date 10/19/2020			
Final Total	1,023.00	14 Transactions			

10:24:42AM

Goodhue County



Warr#	Vendor	#

RECAP BY FUND	<u>FUND</u>	<u>AMOUNT</u>		<u>NAME</u>
	1	12.64		County General Revenue
	3	42.17		County Road and Bridge
	61	968.19		Waste Management Facilities
		1,023.00	TOTAL	

10:25:03AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

Warr # Vendor # Vendor Name 12010

3796 Department Of Revenue

Description Amount OBO#

Account Number On-Behalf-of-Name

Invoice # From Date

<u>PO#</u> To Date

109,657.00 St Share-Deed Tax 9/2020

72-850-000-0000-2310

0

Warrant #

12010

Total

247,547.47 Date 10/19/2020

137,890.47 St Share-Mtg Tax 9/2020

72-850-000-0000-2311

Final Total...

247,547.47

Transactions

10:25:03AM

Goodhue County



Page 2

Warr # Vendor #

RECAP BY FUND

FUND 72 **AMOUNT**

247,547.47

NAME

Other Agency Funds

247,547.47 TOTAL

ndahlstrom 10/20/2020

8:31:34AM

Goodhue County WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

Page 1

Manual Warrants

Warr # Vendor # Vendor Name 12012 1512 Alliance Benefit Group

> Warrant # 12012

Total

Description OBO# Amount

178.00 Date 10/20/2020

On-Behalf-of-Name

Invoice # From Date

<u>PO#</u> To Date

178.00 COBRA Invoice 9/2020

01-061-000-0000-6278

Account Number

C98573

0

Final Total...

178.00

Transactions

ndahlstrom 10/20/2020

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Goodhue County



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Warr # Vendor #

RECAP BY FUND <u>FUND</u> <u>AMOUNT</u> <u>NAME</u>

178.00 County General Revenue

178.00 TOTAL

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/23/2020 Pay Date 10/23/2020

Vendor#	<u>Vendor Name</u>			Amount	Description OBO# On-Behalf-of-N	Account Number		<u>PO #</u> <u>Tx</u> To Date
	3D Specialties Inc			694.65	Telespar 10'	03-310-000-0000-6504	218705	
13021	3D Opecialities inc			355.40	Breakaways	03-310-000-0000-6504	218705	N N
13021				80.76	Locking Wedges	03-310-000-0000-6504	218705	N
	Warrant #	453265	Total	1,130.81	ŭ ŭ			.,
10575	APG Media of So M	linnesota, LLC		60.95	Annual Subscription	03-330-000-0000-6244	KEN-72036	N
	Warrant #	453266	Total	60.95				
1047	Arnold's Supply Cor	mpany		264.00	Battery/Cable: Flr Scrubr 7/29	01-111-115-0000-6304	632629	N
	Warrant #	453267	Total	264.00				
9828	BCA - MNJIS Section	on		1,100.00	CJDN Connect Fee 7/1-9/30/20	01-209-000-0000-6282	00000627480	N
9828				270.00	CJDN Connect Chg Q320	01-255-000-0000-6382	00000627479	N
	Warrant #	453268	Total	1,370.00				
14428	Bosshard/William			1,545.00	54.136.0280 Overpmt	81-850-000-0000-2102		N
	Warrant #	453269	Total	1,545.00				
7440	Cannon Falls Beaco	on		37.00	Annual Subscription	03-330-000-0000-6244	Subscription91	N
	Warrant #	453270	Total	37.00				
5660	Century Link (AZ)			44,527.47	911 System: 50% Exp 10/2/20	01-209-000-0000-6669	807356	N
	Warrant #	453271	Total	44,527.47				
13168	Childs/Christopher			84.00	55.705.0080 Overpmt	81-850-000-0000-2102		N
	Warrant #	453272	Total	84.00				
14425	Derrick/Roger			1,620.94	CARES-Permit 2020-00481	01-003-000-0000-6892		N
14425				1,620.94	CARES-Permit 2020-00150	01-003-000-0000-6892		Ν
	Warrant #	453273	Total	3,241.88				
12337	Driver and Vehicle S	Services		2,179.56	#2023 Title: Unmkd Sqd 10/20	34-201-000-0000-6663		N
12337				27.00	#2025 Title: Marked Sqd 10/20	34-201-000-0000-6663		N
12337				27.00	#2026 Title: Marked Sqd 10/20	34-201-000-0000-6663		N
12337				27.00	#2028 Title: Marked Sqd 10/20	34-201-000-0000-6663		Ν
	Warrant #	453274	Total	2,260.56				
5573	Emergency Automo	Emergency Automotive Tech		4,682.54	#2029 Emerg Equip 9/30/20	34-201-000-0000-6663	DL08242021C	N
	Warrant #	453275	Total	4,682.54				
7674	Fitzgerald Excavatir	ng And Trucking)	566,226.94	606-020 Est #2	03-320-000-0000-6320	Est #2	N

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/23/2020 Pay Date 10/23/2020

Vendor #	Vendor Name Warrant #	453276	Total	<u>Amount</u> 566,226.94	Description OBO# On-Behalf-of-N	Account Number Name	Invoice # From Date	<u>PO # Tx</u> <u>To Date</u>
3266	Frontier Communication	ation		69.43	Kenyon Phone	03-350-000-0000-6201	123197-2	N
3266				69.99	Kenyon DSL	03-350-000-0000-6209	123197-2	N
	Warrant #	453277	Total	139.42				
4958	Gadient Brothers C	onstruction LLC		3,202.29	CARES-Permit 20-0203	01-003-000-0000-6892		N
	Warrant #	453278	Total	3,202.29				
14429	Goebel/Ronald or E	Emily		70.00	64.320.0010 /0030 Overpmt	81-850-000-0000-2102		N
	Warrant #	453279	Total	70.00				
1331	Goodhue County C	oop Elec Assn		150.17	St Lts #24 - RBW	03-310-000-0000-6251	17064001	N
1331				102.12	St Lts #24 - RBE	03-310-000-0000-6251	17064002	N
1331				48.69	Signs TH56 & 9	03-310-000-0000-6251	17064003	N
1331				64.37	Signs TH 19 & 7	03-310-000-0000-6251	17064004	N
1331				14.00	St Lts #1 - Wt Rock	03-310-000-0000-6251	17064005	N
1331				8.50	St Lts #9 & 7	03-310-000-0000-6251	17064006	N
1331				8.50	St Lts #1 & 7	03-310-000-0000-6251	17064007	N
1331				8.50	St Lts #1 & 8	03-310-000-0000-6251	17064008	N
1331				8.50	St Lts #16 & Wab Co	03-310-000-0000-6251	17064009	N
1331				8.50	St Lts #2 & 5	03-310-000-0000-6251	17064010	N
1331				8.50	St Lts #1 & 8	03-310-000-0000-6251	17064011	N
1331				8.50	St Lts #1 & 30	03-310-000-0000-6251	17064012	N
1331				8.50	St Lts #6 & 9	03-310-000-0000-6251	17064013	N
1331				8.50	St Lts #8 & 9	03-310-000-0000-6251	17064014	N
1331				3.40	St Lts #10 & 11	03-310-000-0000-6251	17064015	N
1331				238.99	Elec-CF	03-350-000-0000-6251	1293002	N
1331				47.09	Elec - Vasa	03-350-000-0000-6251	901293001	N
1331				7.00	Park Light	03-521-000-0000-6251	5862001	N
	Warrant #	453280	Total	752.33				
21220	Goodhue County C	ourt Admin		200.00	Juv Restitution 25-JV-19-196	01-255-250-0000-6850		N
	Warrant #	453281	Total	200.00				
227	Goodhue County R	ecorder (Pw)		22.77	Recording Fee-Pavek Tr Deed	03-320-000-0000-6301	2020-694	N
	Warrant #	453282	Total	22.77				
11436	Govt Forms and Su	pplies		671.16	Marriage/Notary Rec Bks 9/29	01-101-000-0000-6405	0323964	N
	Warrant #	453283	Total	671.16				

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Warrant Form WFXX
Auditor's Warrants

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/23/2020 Pay Date 10/23/2020

	Vendor Name Guardian Fleet Safe Warrant #	ty 453284	Total	Amount 263.96 263.96	Description OBO# On-Behalf-of-N #2022 Verticle Mt/St Cov 10/5	Account Number lame 34-201-000-0000-6663		<u>O#</u> <u>Tx</u> o Date N
8364	Heritage Pet Hospita Warrant #	al 453285	Total	65.00 65.00	Meds: Ambush 9/9/20	01-201-000-0000-6851	217349	N
4058	Hope Haven Inc Warrant #	453286	Total	1,711.62 1,711.62	48 Bundles 48" Lath	03-320-000-0000-6501	CI003984	N
2310	Huebsch Linen Warrant#	453287	Total	93.93 93.93	Uniforms 10/2020	01-111-000-0000-6307	62210	N
3972 3972	Innovative Office So	lutions Llc 453288	Total	2.32 108.93 111.25	Headphone/Headset 10/2/20 Rubberbnds, Post-Its, USB 9/30	01-091-000-0000-6405 01-091-000-0000-6405	IN3121083 IN3119975	N N
6682 6682	Kandiyohi County Sl	neriff 453289	Total	50.00 4.60 54.60	SVC Fee: LScarset 10/9/20 SVC Mileage: LScarset 10/9/20	01-011-000-0000-6277 01-011-000-0000-6277	7505 7505	N N
10140 10140	Lifeline Inc. Warrant #	453290	Total	2,606.16 1,303.09 3,909.25	(2) Defibrillators 10/2/20 Defibrillator 10/2/20	01-201-000-0000-6480 34-207-000-0000-6480	LL-13558 LL-13558	N N
14430	Lloyd/Margaret Warrant#	453291	Total	109.00 109.00	54.260.0220 Overpmt	81-850-000-0000-2102		N
7072	Lockridge Grindal Now Warrant #	auen 453292	Total	1,666.67 1,666.67	Fed Lobby Oct	03-330-000-0000-6278	107627	N
11575	Loffler Companies In Warrant #	nc. 453293	Total	36.61 36.61	Copies 9/1-9/30/20	01-091-000-0000-6302	3535795	N
2112	Mariposa Publishing Warrant #	453294	Total	296.36 296.36	(4) MN 2021 Secr Hndbk 10/7	01-091-000-0000-6452		N
8522	Minnesota Energy R Warrant #	esources Corp 453295	Total	20.25 20.25	Gas: PI Tower 9/10-10/12/20	01-201-000-0000-6252	05045427210000	N
14431	Minnesota First Warrant #	453296	Total	106.00 106.00	55.874.0030 Overpmt	81-850-000-0000-2102		N

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WARRANT REGISTER Auditor Warrants

Approved 10/23/2020 Pay Date 10/23/2020

	Vendor Name Mn Dept Of Finance Warrant #	453297	Total	Amount 3,117.00 334.50 10,300.50 1,536.00 1,140.00 16,428.00	Description OBO# On-Behalf-of- Battered Wmn/Birth Cert 9/2020 RE Assurance Q320 State Surcharges 9/2020 Birth/Death Surchg 9/2020 Birth Cert S/C 9/2020	Account Number Name 72-850-000-0000-2173 72-850-000-0000-2176 72-850-000-0000-2209 72-850-000-0000-2218 72-850-000-0000-2218	Invoice # From Date	PO# Tx To Date N N N N N
6788	Mn Dept Of Health Warrant #	453298	Total	977.50 977.50	Well Cert Q320	72-850-000-0000-2207		N
14432	Niebeling/Mildred Warrant #	453299	Total	297.00 297.00	Abatement 46.018.0700	81-850-000-0000-2101		N
14433	Nilkanth Hospitality I Warrant #	nc 453300	Total	11,308.00 11,308.00	Tax Court 55.438.0020	81-850-000-0000-2101		N
10631	OpenText Inc. Warrant #	453301	Total	1,713.00 1,713.00	Rightfax Support 11/20-10/21	11-420-600-0010-6268	9002060567	N
7813 7813	OSI Environmental Warrant #	453302	Total	100.00 300.00 400.00	Oil Disposal-Wng Filter Disposal-Wng	61-398-192-0000-6839 61-398-192-0000-6839	2087862 2087885	N N
10079 10079	Pine Island Bank Warrant#	453303	Total	26.82 1,350.00 1,376.82	47.024.0500 Overpmt 47.031.0400 Overpmt	81-850-000-0000-2102 81-850-000-0000-2102		N N
14082	Quadient Finance Us		Total	6,040.20 6,040.20	Postage Mtr: GOV 9/18-10/7/20	01-001-000-0000-6203	79000110013016	N
5644	Red Wing Construct Warrant #	ion Co 453305	Total	4,113.00 4,113.00	Wall Constr/Ceil Tile:JUS 9/29	01-111-116-0000-6305	20531-01	N
14076 14076 14076	Rinke Noonan, Ltd Warrant #	453306	Total	1,121.50 1,040.50 260.00 2,422.00	Cty #1 Ditch Mtg 9/1-9/10/20 Cty #1 Ditch Mtg 9/1-9/15/20 Cty #1 Ditch Mtg 9/1/20	01-630-000-0000-6283 01-630-000-0000-6283 01-630-000-0000-6283	318075 318076 318077	N N N
70136 70136	Ripley's Rental And Warrant #	Sales 453307	Total	50.55 59.50 110.05	LP-Blacktop Patching LP-Crack Filling	03-310-000-0000-6508 03-310-000-0000-6512	54281 54091	N N

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Approved 10/23/2020 Pay Date 10/23/2020

	Vendor Name Sargents Nursery II Warrant #	nc 453308	Total	<u>Amount</u> 576.00 576.00	Description OBO# Mulch: GOV 9/7/20 On-Behal	<u>Account Number</u> <u>If-of-Name</u> 01-111-110-0000-6306	Invoice # From Date 11470	PO# Tx To Date N
6450	Staples Advantage			9.49	Post-It Notes 9/28/20	01-127-127-0000-6405	3457605758	NI
6450	Otapies Advantage			98.90	Crd Stock, Envls, etc 9/28/20	01-127-127-0000-6405	3457605757	N N
6450				9.50	Post-It Notes 9/28/20	01-127-128-0000-6405	3457605758	N
6450				98.91	Crd Stock, Envls, etc 9/28/20	01-127-128-0000-6405	3457605757	N
	Warrant #	453309	Total	216.80	, ,			11
8148	Swank Motion Pictu	ures Inc		467.10	Movie License 10/2020-9/2021	01-207-240-0000-6244	346340	N
	Warrant #	453310	Total	467.10				
11772	Tech-One Services	LLC		101.34	Genetec System Batteries 9/17	01-111-110-0000-6305	4058	N
	Warrant #	453311	Total	101.34				
14360	Tenvoorde Ford, In	C.		32,885.56	#2023 Unmarked Transp 9/8	34-201-000-0000-6663	10314	N
14360				32,387.56	#2025 Marked Squad 9/22/20	34-201-000-0000-6663	10309	N
14360				32,387.56	#2026 Marked Squad 10/6/20	34-201-000-0000-6663	10310	N
14360				32,387.56	#2028 Marked Squad 9/22/20	34-201-000-0000-6663	10311	N
	Warrant #	453312	Total	130,048.24				
2384	Terminal Supply Co)		28.04	Electrical Supplies	03-340-000-0000-6420	75447-00	N
2384				65.80	Electrical Supplies	03-340-000-0000-6420	75447-01	N
2384				86.18	Drill Bits	03-340-000-0000-6569	75447-00	N
	Warrant #	453313	Total	180.02				
8773	Traffic Marking Ser	vice Inc		63.66	TM Paint #30 Br Deck Rpr	03-310-000-0000-6321	11580	N
	Warrant #	453314	Total	63.66				
1674	Wells Fargo Banks			1,898.71	Client Analysis 9/2020	01-001-000-0000-6375	20090142757	N
	Warrant #	453315	Total	1,898.71				
1903	West Payment Cen	iter		149.02	Library Plan 10/1-10/31/20	01-091-000-0000-6452	843159734	N
	Warrant #	453316	Total	149.02				
14434	Zanmiller/George o	r Melinda		30.00	37.036.0800 Overpmt	81-850-000-0000-2102		N
	Warrant #	453317	Total	30.00				
7943	Zumbrota Economi	c Developme	nt Authority	2,500.00	2020 2nd 1/2 Abatement	25-700-000-0000-6855		N
	Warrant #	453318	Total	2,500.00				11
	Warrant Form	WFXX	Total	820,350.08	99 Transactions			
				0 : 11004	0.0040 late and 1.55 and 1.10			

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WARRANT REGISTER Auditor Warrants

Approved 10/23/2020 Pay Date 10/23/2020

					<u>Description</u>		Account Number	Invoice #	PO# Tx
Vendor#	Vendor Name			<u>Amount</u>	OBO#	On-Behalf-of-N	<u>lame</u>	From Date	To Date
27100	Allegra			69.58	Drop-off Signs-HHW		61-399-192-0000-6241	8080	N
	Warrant #	31870	Total	69.58					
1/1005	AVIAT US INC			31,855.00	PI Microwave 9/29/20		34-201-000-0000-6669	10034917	NI
14033	Warrant #	31871	Total	31,855.00	1 1 Wildrowave 3/23/20		34-201-000-0000-0009	10054917	N
		0.0		01,000.00					
5050	Community And Eco			250,262.00	CARES Act Distribution	n #6	01-002-000-0000-6895		N
	Warrant #	31872	Total	250,262.00					
1273	Erickson Engineering	g Co LLC		1,388.10	Load Rate Br L5391 - C	CF	03-310-000-0000-6278	13847	N
	Warrant #	31873	Total	1,388.10					
12563	Forum Communication	one Co		189.68	PAC Notice 10/10/20		01-127-128-0000-6242	CL01766206	NI
12303	Warrant #	31874	Total	189.68	FAC Notice 10/10/20		01-127-120-0000-0242	CL01700200	N
1386	Hay Creek Township			850.00	Plow Turnback		03-310-000-0000-6343	2019-2020	N
	Warrant #	31875	Total	850.00					
4111	Hispanic Outreach of	f Goodhue Co	ounty	70.00	Interpreter Services 12/	/11/19	01-255-250-0000-6850	163	N
	Warrant #	31876	Total	70.00					
892	MNCCC			150.00	IFS Enhancement-CAR	RES	01-041-000-0000-6269	2009072	NI
892	WW COO			12,788.00	(200) Adobe Acrobat Pi		01-063-000-0000-6268	2009155	N N
892				438.74	(1) Adobe Photshop 9/2		01-201-000-0000-6268	2009155	N
	Warrant #	31877	Total	13,376.74					
1727	Red Wing City-Finan	ce		259.20	Evidence Rm Supplies	9/16/20	01-201-000-0000-6420	0049092	N
	Warrant #	31878	Total	259.20	Evidence i un eupphee	0/10/20	0.1 20.1 000 0000 0.120	0010002	IN
2442	Riester Refrigeration			371.00	Exhaust Duct Wrk: JUS	8 9/3/20	01-111-116-0000-6305	00088466	N
	Warrant #	31879	Total	371.00					
2084	ROCHESTER SAND	& GRAVEL		1,149.41	Hot Mix-Patching #30		03-310-000-0000-6503	49-24531	N
2084				2,837.64	Hot Mix-Patching #30		03-310-000-0000-6503	49-24560	N
2084				574.42	Hot Mix-Patching #27		03-310-000-0000-6503	49-24616	N
2084				306.92	Hot Mix-Patching #11		03-310-000-0000-6503	49-24616	N
2084	Marrant #	24000	Total	277.50	Hot Mix-Patching #7		03-310-000-0000-6503	49-24616	N
	Warrant #	31880	Total	5,145.89					
2084	ROCHESTER SAND	& GRAVEL		85,741.86	CSAH 30 Br Approach	Rpr	03-310-000-0000-6321	49-24550	N
	Warrant #	31881	Total	85,741.86					

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					<u>Description</u>	Account Number	Invoice #	<u>PO # Tx</u>
Vendor#	Vendor Name			<u>Amount</u>	<u>OBO#</u> <u>On-E</u>	ehalf-of-Name	From Date	To Date
50750	Rs Eden			25.80	Drug Testing 9/30/20	01-255-000-0000-6285	64056	N
	Warrant #	31882	Total	25.80				
11982	Summit Food Servi	ce LLC		446.81	Inmate Laundry 9/19-9/25/20	01-207-000-0000-6366	INV2000091628	N
11982				74.04	Condiments 9/24/20	01-207-000-0000-6463	INV2000091626	N
11982				5,064.10	Inmate Meals 9/19-9/25/20	01-207-000-0000-6463	INV2000091627	N
	Warrant #	31883	Total	5,584.95				
21815	Vogel Gorman & Lo	odermeier Plc		1,650.00	Prof Svc: Richard 8/2020	01-011-000-0000-6271	38416	N
21815				2,100.00	Prof Svc: Adam 8/2020	01-011-000-0000-6271	38418	N
21815				1,650.00	Prof Svc: Richard 9/2020	01-011-000-0000-6271	38417	N
21815				2,100.00	Prof Svc: Adam 9/2020	01-011-000-0000-6271	38419	N
	Warrant #	31884	Total	7,500.00				
1891	Wanamingo City			100.00	Reimb TIF Fee Distr 252 Dece	ert 01-041-000-0000-5476		N
	Warrant #	31885	Total	100.00				
	Warrant Form	WFXX-ACH	Total	402,789.80	27 Transactio	ns		
		Final	Total	1,223,139.88	126 Transactio	ns		

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10/23/2020 10/23/2020

WARRANT R		WARRANT <u>FORM</u>	STARTING WARRANT NO.	ENDING WARRANT NO.	DATE OF PAYMENT	DATE OF <u>APPROVAL</u>	PPD <u>COUNT</u>	AMOUNT	COUNT	TX <u>AMOUNT</u>
54	820,350.08	WFXX	453265	453318	10/23/2020	10/23/2020				
16	402,789.80	WFXX-ACH	31870	31885	10/23/2020	10/23/2020	0		16	402,789.80
	1,223,139.88	TOTAL								

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WARRANT REGISTER Auditor Warrants

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RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>	ACH AMOUNT		NON-ACH AMOUNT	
1	350,484.50	County General Revenue	277,739.37		72,745.13	
3	665,228.09	County Road and Bridge	93,125.85		572,102.24	
11	1,713.00	Health & Human Service Fund	-		1,713.00	
25	2,500.00	Economic Development Authori	-		2,500.00	
34	170,413.39	Capital Plan	31,855.00		138,558.39	
61	469.58	Waste Management Facilities	69.58		400.00	
72	17,405.50	Other Agency Funds	-		17,405.50	
81	14,925.82	Settlement Fund	-		14,925.82	
	1,223,139.88	TOTAL	402,789.80	TOTAL ACH	820,350.08	TOTAL NON-ACH

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Auditor's Warrants

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

WARRANT REGISTER Auditor Warrants

Approved 10/26/2020 Pay Date 10/26/2020

					<u>Description</u>		Account Number	Invoice #	<u>PO # Tx</u>
Vendor#	Vendor Name			<u>Amount</u>	<u>OBO#</u>	On-Behalf-of-N	<u>lame</u>	From Date	To Date
1765	School District 195-l	Randolph		30,212.94	1st Est of Collects 5/21	-10/20	81-850-000-0000-2451		N
	Warrant #	31886	Total	30,212.94					
854	School District 200-l	Hastings		1,372.59	1st Est of Collects 5/21	-10/20	81-850-000-0000-2452		N
	Warrant #	31887	Total	1,372.59					
855	School District 2125	-Triton		2.047.08	1st Est of Collects 5/21	-10/20	81-850-000-0000-2453		N
	Warrant #	31888	Total	2,047.08					IN
4474	School District 2172	Konyon Mmr	200	335.604.61	1st Est of Collects 5/21	10/20	81-850-000-0000-2456		N 1
4474	Warrant #	31889	Total	335,604.61	ist est of Collects 5/2 i	-10/20	61-650-000-0000-2456		N
	vvarrant n	31003	i otai	000,004.01					
856	School District 252-0			•	1st Est of Collects 5/21	-10/20	81-850-000-0000-2454		N
	Warrant #	31890	Total	689,936.78					
858	School District 253-	Goodhue		295,419.72	1st Est of Collects 5/21	-10/20	81-850-000-0000-2455		Ν
	Warrant #	31891	Total	295,419.72					
860	School District 255-l	Pi		307,905.12	1st Est of Collects 5/21	-10/20	81-850-000-0000-2457		N
	Warrant #	31892	Total	307,905.12					11
52275	School District 256-l	D\M		2 654 224 10	1st Est of Collects 5/21	-10/20	81-850-000-0000-2458		NI
32213	Warrant #	31893	Total	2,654,224.19	1St Est of Collects 3/21	-10/20	81-830-000-0000-2438		N
				, ,					
863	School District 2805			•	1st Est of Collects 5/21	-10/20	81-850-000-0000-2460		N
	Warrant #	31894	Total	696,620.13					
864	School District 656-l	Faribault		207.65	1st Est of Collects 5/21	-10/20	81-850-000-0000-2461		Ν
	Warrant #	31895	Total	207.65					
865	School District 659-l	Northfield		27,839.05	1st Est of Collects 5/21	-10/20	81-850-000-0000-2462		N
	Warrant #	31896	Total	27,839.05					
1779	School District 813-l	l ake City		250.260.01	1st Est of Collects 5/21	-10/20	81-850-000-0000-2464		N
1770	Warrant #	31897	Total	250,260.01	131 231 31 33113313 372 1	10/20	01 000 000 0000 2404		IN
	M		T-4-1	,	40 7				
	Warrant Form	WFXX-ACH	Total	5,291,649.87	12 Irar	nsactions			
		Final	Total	5,291,649.87	12 Trar	nsactions			

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Warrant Form WFXX-ACH
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WARRANT R		WARRANT <u>FORM</u>	STARTING WARRANT NO.	ENDING WARRANT NO.	DATE OF PAYMENT	DATE OF APPROVAL	PPE <u>COUNT</u>	AMOUNT	CT <u>COUNT</u>	AMOUNT
12	5,291,649.87 5,291,649.87	WFXX-ACH TOTAL	31886	31897	10/26/2020	10/26/2020	0		12 5	5,291,649.87

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RECAP BY FUND

FUND	<u>AMOUNT</u>	NAME	ACH AMOUNT		NON-ACH AMOUNT	
81	5,291,649.87	Settlement Fund	5,291,649.87		-	
	5,291,649.87	TOTAL	5,291,649.87	TOTAL ACH	- Т	OTAL NON-ACH

PONCELET 10/25/2020

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Goodhue County

WARRANT REGISTER



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Manual Warrants

					<u>Description</u>		Account Number	<u>Invoice #</u>	<u>PO #</u>
Warr# Vendor# Vendo	r Name	<u> </u>		<u>Amount</u>	OBO#	On-Behalf-d	of-Name	From Date	To Date
12013 6067 Mn Dep	t of Reve	nue - State	General Tax						
				1,114,646.19	2020 Current Yr	SGT	81-850-000-0000-2485		0
				5,368.49	Prior Yr SGT		81-850-000-0000-2485		0
				-17.30	- Total Refunds/Al	batements	81-850-000-0000-2485		0
Warr	ant#	12013	Total	1,119,997.38	Date 10/26/2020)			
		Fir	al Total	1,119,997.38	3	Transactions			

PONCELET 10/25/2020

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Goodhue County



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Warr # Vendor #

RECAP BY FUND

FUND 81

AMOUNT 1,119,997.38

NAME

Settlement Fund

1,119,997.38 TOTAL