

# BOARD OF COMMISSIONERS AGENDA

COUNTY BOARD ROOM GOVERNMENT CENTER, RED WING

> MAY 4, 2021 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 county board meeting pursuant to this section on May 4, 2021 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/464807573 or calling <u>1 877 568 4106 OR 1 571 317 3129</u> any time during the meeting. Access Code: <u>464-807-573</u>

#### **Pledge of Allegiance**

#### **Disclosures of Interest**

Review and approve previous board meeting minutes.

Documents:

#### April 20.pdf

#### Review and approve the county board agenda

#### Review and approve the following items on the consent agenda:

1. Approve the Application to Conduct Excluded Bingo for Dawnbreakers Kiwanis, Red Wing, for August 10-14, 2021 and August 6-7, 2021.

Documents:

#### Bingo permit.pdf

2. Approve the appointment of Brian Flom to the vacant seat on the County Extension Committee. Consent Agenda Documents:

PURPOSE.pdf

3. Approve 2021 AIS Contracts.

Documents:

CBMay4\_AlSagreement.pdf Delegation Agreement Template - 2021.pdf Goodhue County- 2021 Contract- With Exhibit1.pdf Watercraft Inspection Plan FINAL (1).pdf Waterfront Restoration 2021- Scope of services-quote for purple loosestrife by the root removal-Lake Byllesby.pdf

4. Approve Issuance of Revenue Bonds by the Duluth Economic Development Authority. Documents:

Issuance of Revenue Bonds by Duluth Economic Development Authority.pdf

5. Approve the Probation Caseload/Workload Reduction Grant Agreement.

Documents:

#### Caseload Workload Grant.pdf

6. Approve Wine and Strong Beer License and 3.2% Malt Liquor Applications.

Documents:

#### 2021-22 Wine and Strong Beer and 3.2 Malt Liquor (Renewals).pdf

 Approve the Sentence to Serve (STS) Contract between Goodhue County and the State of MN for 7/1/21-6/30/23.

Documents:

#### STS-State of MN Contract 2021-2023.pdf

#### **Regular Agenda**

#### Land Use Management Director's Report

1. PUBLIC HEARING: Request for Text Amendment to Article 20 Section 7 (Table of Uses) and Article 21 (Agriculture Protection District)

Request, submitted by Trisha Studer (Applicant), to consider proposed text amendment to the Goodhue County Zoning Ordinance to allow "Retreat Centers" as a Conditional/Interim Use in the A-1 (Agriculture Protection) District.

Documents:

#### CBPacket\_Studer.pdf

2. Conditional Use Permit (CUP) Amendment Request for Feedlot Expansion and Construction of an Animal Waste Processing Facility (Voth)

Request, submitted by Bradley Voth (Owner/Operator), for an estimated 219 Animal Unit expansion of an existing 770 Animal Unit dairy Feedlot and construction of an animal waste processing facility for manure separation. Parcel 33.023.0500. 22695 County 9 BLVD Goodhue, MN 55027. The S ½ of the SE ¼ of Section 23 TWP 111 Range 15 in Goodhue Township. A-1 Zoned District.

Documents:

CBPacket\_Voth.pdf

 Conditional Use Permit (CUP) Request for a Utility-Scale Solar Energy System (SES) Request submitted by Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) for a Utility-Scale Photovoltaic Ground 1-Megawatt Solar Energy System (SES) occupying approximately 15.9 acres. Parcel 34.008.0500. TBD Stumpf Lane, Red Wing, MN 55066. The E ½ of the NE ¼ of Section 08 TWP 112 Range 14 in Hay Creek Township. A-2 Zoned District. Documents:

CBPacket\_Stumpf.pdf

#### **Finance Director's Report**

1. 1st Quarter 2021 Report

Documents:

1st Quarter 2021 Report.pdf

#### For Your Information

1. Project Status Report.

Documents:

Project Status Report 04May21.pdf

#### New and Old Business

#### **Review & Approve County Claims**

Documents:

County Claims 5-4-21.pdf

adjourn

## BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN APRIL 20, 2021

The Goodhue County Board of Commissioners met on Tuesday, April 20, 2021, 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, Drotos, Greseth and Flanders all present and appearing by virtual meeting.

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

- <sup>1</sup> Moved by C/Drotos, seconded by C/Greseth, and carried to approve the April 6, 2021, County Board Minutes.
- <sup>2</sup> Moved by C/Flanders, seconded by C/Greseth, and carried to approve the April 20, 2021 County Board Agenda.

Administrator Arneson noted that item #4 was added to the agenda late yesterday due to the fact that it wasn't available when the agenda was originally published.

<sup>3</sup> Moved by C/Majerus, seconded by C/Flanders, and carried to approve the following items on the consent agenda:

C/Majerus requested that item #1 Approve Award of CSAH 24 Grading Contract S.A.P. 025-624-016 be removed for discussion.

- 2. Approve the Emergency Management Preparedness Grant (EMPG) Contract for 2020.
- 3. Approve Bid Process for 2022 Health Insurance.
- 4. Approve submission of Community Project Funding request for county broadband projects.

Approve Award of CSAH 24 Grading Contract S.A.P. 025-624-016. C/Majerus was in favor of awarding to the local company and paying a bit more. He made a motion to Award of CSAH 24 Grading Contract S.A.P. 025-624-016 to Fitzgerlad Construction instead of the low bid. C/Greseth seconded the motion.

Assistant County Attorney Erin Kuester and County Engineer, Greg Isakson recommended the board award the contract to the low bid. C/Majerus withdrew his motion. C/Greseth withdrew his second.

<sup>4</sup> Moved by C/Drotos, seconded by C/Flanders, and carried to approve the award of bid for contract SAP 025-624-016 for grading on CSAH 24 to Northland Grading and Excavating of Northfield, MN with the lowest responsible base bid of \$3,215,000.00; and to allow staff change order authority not to exceed 10% of the approved bid.

## HUMAN RESOURCE DIRECTOR'S REPORT

**Emergency Management Director's Position.** Sheriff Kelly requested the board approve to hire a replacement Emergency Management Director due to a retirement.

<sup>5</sup> Moved by C/Drotos, seconded by C/Flanders, and carried to approve to hire a replacement Emergency Management Director Position.

## **COMMITTEE REPORTS**:

1

C/Drotos	•
C/Greseth	Planning Advisory Committee.
C/Anderson	AMC State Board Meeting.
C/Majerus	•
C/Flanders	•
Administrator Arneson	•

# BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN APRIL 20, 2021

## **Review and Approve the County Claims**

Moved by C/Majerus, seconded by C/Flanders, and carried to approve to pay the County claims in the amount of 01-General Revenue \$494,476.06, 03-Public Works \$727,687.22, 11- Human Service Fund \$138,686.93, 12- GC Family Services Collaborative \$00, 21-ISTS \$00, 25- EDA \$550.00, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$92,403.89, 35-Debt Services \$500.00, 40-County Ditch \$00, 61-Waste Management \$25,445.57, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$00, 81-Settlement \$3,167.73, in the total amount of \$1,482,357.40.

## Adjourn

<sup>7</sup> Moved by C/Drotos, seconded by C/Greseth, and carried to approve to adjourn the April 20, 2021, County Board Meeting.

SCOTT O. ARNESON COUNTY ADMINISTRATOR

BRAD ANDERSON, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

### Minute

- 1. Approved the April 6, 2021 County Board Meeting Minutes. (Motion carried 5-0)
- 2. Approve the April 20, 2020 County Board Meeting Agenda. (Motion carried 5-0)
- 3. Approved the Consent Agenda as amended. (Motion carried 5-0)
- 4. Approved to award contract SAP 025-624-016 for grading on CSAH 24 to Northland Grading and Excavating. (Motion carried 5-0)
- 5. Approved to hire a replacement Emergency Management Director Position. (Motion carried 5-0)
- 6. Approved the county claims. (Motion carried 5-0)
- 7. Approved to adjourn the April 20, 2021 County Board Meeting. (Motion carried 5-0)

### LG240B Application to Conduct Excluded Bingo

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)							
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township						
On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.	On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.						
Print City Name: <u>Red Wing</u>	Print County Name:						
Signature of City Personnel: Ari LWapSon	Signature of County Personnel:						
<u>Hri LWapson</u> Title: <u>City Clerk</u> Date: <u>4-15-2021</u>	Title: Date:						
The city or county must sign before submitting application to the Gambling Control Board.	<b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.) Print Township Name:						
	Signature of Township Officer:						
	Title: Date:						
CHIEF EXECUTIVE OFFICER'S SIGNATURE (requ The information provided in this application is complete and accura							
Chief Executive Officer's Signature:	Date:						
(Signature must be CEO's signature	; designee may not sign)						
Print Name:	•						
MAIL OR FAX APPLICATION & ATTACHMENTS							
Mall or fax application and a copy of your proof of nonprofit status to: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032 An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.	Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to <b>www.mn.gov/gcb</b> and click on <b>Distributors</b> under the <b>LIST OF LICENSEES</b> tab, or call 651-539-1900.						
Questions? Call a Licensing Specialist at 651-539-1900.	This form will be made available in alternative format (i.e. large print, braille) upon request.						

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

An equal opportunity employer

access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Manage-

ment & Budget, and Revenue; Legislative Auditor, national and international gambling regula-

tory agencies; anyone pursuant to court order;

to the information; individuals and agencies for

authorized by state or federal law to have access

other individuals and agencies specifically

### MINNESOTA LAWFUL GAMBLING

# LG240B Application to Conduct Excluded Bingo

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ORGANIZATION INFORMATION	
Organization Name: Dawnbreakers Kiwanis Red Wing	Previous Gambling Permit Number:
Minnesota Tax ID Number, if any:21227576	Federal Employer ID Number (FEIN), if any:
Mailing Address: 624 Pine Street	
City: Red Wing	_ State: MNZip: 55066 County: Goodhue County
Name of Chief Executive Officer (CEO): Kay Kuhlr	nann, President
CEO Daytime Phone: 6517644023	CEO Email: kay.kuhlmann@ci.red-wing.mn.us (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):	
NONPROFIT STATUS	
Type of Nonprofit Organization (check one):         Image: state of the stateo	Veterans Other Nonprofit Organization
Attach a copy of at least <u>one</u> of the following	showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or feder	al employer ID number, as they are not proof of nonprofit status.)
Current calendar year Certificate of Good Don't have a copy? This certificate must	
MN Secretary of State, Business Sen 60 Empire Drive, Suite 100 St. Paul, MN 55103	
	x exemption 501(c) letter in your organization's name Ir federal income tax exempt letter by having an organization officer contact
If your organization falls under a parent of 1. IRS letter showing your parent organi	ional, statewide, or international parent nonprofit organization (charter) organization, attach copies of <u>both</u> of the following: ization is a nonprofit 501(c) organization with a group ruling; and organization recognizing your organization as a subordinate.
EXCLUDED BINGO ACTIVITY	
Has your organization held a bingo event in the cu	rrent calendar year? Yes Y No
If yes, list the dates when bingo was conducted:	
The proposed bingo event will be:	
one of four or fewer bingo events held t	his year. Dates:
conducted on up to 12 consecutive days	in connection with a:
county fair Dates: Augus	st 10-14, 2021
civic celebration Dates: Augus	st 6 & August 7, 2021
Minnesota State Fair Dates:	
Person in charge of bingo event: Kay Kuhmann	Daytime Phone: 651764-4023
Name of premises where bingo will be conducted:	Goodhue County Fairgrounds in Zumbrota and Bay Point Park in RW
Premises street address: 44279 Cty. Rd. 6 Blvd	in Zumbrota and Bay Point Park on Levee Road in Red Wing
City: Zumbrota (Fair) and RW (Civ If township,	township name: County: Goodhue

### PURPOSE/ACTION REQUESTED

Approve appointment of Brian Flom to the vacant seat on the County Extension Committee.

## SUMMARY

The Extension Committee, in partnership with the University of Minnesota, assists in approving programs, establishing budget, and selecting and evaluating professional staff to improve the quality of life and enhance the economy and the environment through education, applied research, and the resources

The membership, terms and functions are set by Minnesota Statute Subdivision 38.36.

Membership: 9 members (at minimum 6 citizens, 2 commissioners, 1 county auditor) Meetings: Quarterly Location: Goodhue County Government Center Term: 3 years Term Limit: N/A

# **Goodhue County Land Use Management**

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

Building | Planning | Zoning Telephone: 651.385.3104 Fax: 651.385.3106



Environmental Health | Land Surveying | GIS Telephone: 651.385.3223 Fax: 651.385.3098

TO: Goodhue County Board of CommissionersFROM: Lisa M. Hanni, LUM Director / County Surveyor / County RecorderDATE: May 4, 2021 County Board Meeting

**RE:** AIS Contracts – Consent Agenda

## Summary:

Request approval of the DNR Delegation Agreement for Aquatic Species inspections (effective upon signature – December 2021).

Request approval of the Watercraft Inspection and Removal services with WaterFront Restoration, LLC. (effective summer 2021).

## **Background:**

Goodhue County and SWCD staff have developed yearly plans for the Aquatic Invasive Species grant. This year we would like to continue to work with the DNR and WaterFront Restoration, LLC to inspect for weeds on boats accessing Lake Byllesby and continue control of invasive Purple Loosestrife plants identified during 2019 lake surveys. We are once again coordinating AIS inspection efforts with Dakota County on the north side of the lake.

The contracts have been provided to the County Attorney's office for review.

WaterFront Restoration, LLC will be hiring employees to perform the inspections and plant removal. They will not be Goodhue County employees.

### DEPARTMENT OF NATURAL RESOURCES

## DELEGATION AGREEMENT Aquatic Invasive Species (AIS) Prevention Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

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

**1. PURPOSE**. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

## 2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;

ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;

iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;

iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and

v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help the prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

**3. LIABILITY**. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This

agreement expires on December 31; \_\_\_\_\_\_. The agreement may be terminated with or without cause by 30-day written notice to the other Party.

**5. ENTIRE AGREEMENT**. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

**6. AMENDMENTS.** This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

**7. NOTICE.** Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

## To DNR:

Watercraft Inspection Program Coordinator Minnesota Department of Natural Resources 500 Lafayette Road, Box 25 St. Paul MN 55155-4025

## **To Governmental Unit:**

Name/Title:	
Governmental Unit:	
Address:	
Address:	

**8. GOVERNING LAW AND VENUE**. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**9. WAIVERS**. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

**10. STATE AUDITS.** Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

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

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_

Title: Director, Division of Ecological and Water Resources

Date:

COMMISSIONER OF ADMINISTRATION

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

GOVERNMENTAL UNIT:	
By:	

Title:

Date: \_\_\_\_\_

## CONTRACT BETWEEN THE COUNTY OF GOODHUE AND WATERFRONT RESTORATION, LLC FOR AQUATIC INVASIVE SPECIES WATERCRAFT INSPECTION SERVICES

This Contract is between County of Goodhue ("County") and Waterfront Restoration, LLC, P.O Box 783, Long Lake MN, 55356, ("Contractor"). Contractor is a Minnesota Limited Liability Company. This Contract uses the word "parties" for both County and Contractor.

WHEREAS, the County requires services for Aquatic Invasive Species Watercraft Inspection Services.

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contact and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 1; and

ACCORDINGLY, the parties agree:

#### 1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract ("Effective Date") and expires on October 12, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

### 2. CONTRACTOR'S OBLIGATIONS

- 2.1. <u>General Description</u>. Contractor shall provide the services generally described in the specification document and Contractor's Proposal (collectively, "Services").
- 2.2. <u>Conformance to Specifications</u>. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. <u>Standard of Care</u>. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. <u>Ability to Perform</u>. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. <u>Changes in Policy or Staff</u>. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. <u>Successors and Assigns</u>. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

#### 3. PAYMENT

- 3.1. <u>Total Cost</u>. County will pay Contractor a total amount not to exceed Twelve Thousand Four Hundred Sixty Three and 00/100 Dollars (\$12,463.00) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. <u>Compensation</u>. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Cost Details of the Contractor's Proposal.

- 3.3. <u>Time of Payment</u>. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. <u>Interest on Late Payments</u>. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. <u>Late Request for Payments</u>. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

### 3.6. Payment for Unauthorized Claims.

- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

### 4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. <u>General</u>. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. <u>Minnesota Law to Govern</u>. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Goodhue County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. <u>Licenses</u>. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

### 5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

#### 6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
  - A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
  - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

### 7. INDEMNIFICATION

- 7.1. <u>General</u>. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegatees', actual or alleged:
  - A. Intentional, willful, or negligent acts or omissions; or
  - B. Actions or omissions that give rise to strict liability; or

C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

- 7.2. <u>Limitations</u>. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. <u>Notice</u>. The parties shall promptly provide Notice in writing and in reasonable detail of:
  - A. Any demand, action, suit, or proceeding against the party providing Notice; or
  - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. <u>Control of Defense and Settlement</u>. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

### 8 INSURANCE

Contractor shall maintain policies of insurance as set forth, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

#### 9. SUBCONTRACTING

- 9.1. <u>Subcontracting Generally Prohibited</u>. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. <u>Permitted Subcontracting</u>. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:
  - A. Contractor shall be responsible for the performance of its subcontractors.
  - B. All subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. <u>Notice to County</u>. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. <u>Payment of Subcontractors</u>. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

#### 10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform, due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

#### 11. DEFAULT

- 11.1. <u>Notice of Default</u>. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. <u>Cure Period</u>. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. <u>Withholding Payment</u>. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

#### 12. TERMINATION

- 12.1. <u>Termination Without Cause</u>. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. <u>Termination for Cause or Material Breach</u>. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
  - A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
  - B. Failure to perform Services or provide payment within the time specified in this Contract;
  - C. Failure to perform any other material provision of this Contract;
  - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
  - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. <u>Termination by County Lack of Funding</u>. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a nonCounty source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. <u>Notice of Termination</u>. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. <u>Duties of Contractor upon Termination</u>. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
  - A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Complete performance of any work that is not discontinued by the Notice of Termination.
  - C. Cooperate with County with any transition of Services.
  - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
  - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
  - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
  - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 12.6. <u>Duties of County upon Termination of the Contract for Cause or Without Cause</u>. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.

#### 12.7. Effect of Termination for Cause or without Cause.

- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

### 13. CONTRACT RIGHTS AND REMEDIES

- 13.1. <u>Rights Cumulative</u>. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. <u>Waiver</u>. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

### 14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:	To the County:
Derek Lee	Samantha Pierret
Account Manager	Planner/Zoning Administrator
PO Box 783	Goodhue County Land Use Management Department
Long Lake, MN 55356	509 West 5th Street,
Telephone: 612-424-8543	Red Wing, MN 55066
Derek@waterfrontrestoration.com	Telephone: 651-385-3103
	samantha.pierret@co.goodhue.mn.us

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

### 15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Ben Brandt Telephone: 612-254-7253 Email Address: Ben@waterfrontrestoration.com County Liaison: Ryan Bechel Telephone: 651-385-3112 Email Address: ryan.bechel@co.goodhue.mn.us

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

### 16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

### 17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

### 18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

#### 19. MERGER

- 19.1. <u>Final Agreement</u>. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 19.2. <u>Exhibits</u>. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

#### Exhibit 1 - Contractor's Proposal dated April 19, 2021

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract.

### 20. CONFIDENTIALITY

- 20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

### 21. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

### 22. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134 Form and Instructions are found at <a href="http://www.revenue.state.mn.us/Forms\_and\_Instructions/ic134.pdf">http://www.revenue.state.mn.us/Forms\_and\_Instructions/ic134.pdf</a>.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

### COUNTY OF GOODHUE

By:

Samantha Pierret, Planner/Zoning Administrator Land Use Management Department 509 West 5th Street, Red Wing, MN 55066

Date of Signature: \_\_\_\_

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)

Derek Lee By:

Derek Lee, Account Manager Waterfront Restoration P.O. Box 783 Long Lake, MN 55356

Date of Signature: 04/19/2021

### COUNTY OF GOODHUE

By:

Scott Arneson, County Administrator Administration Department 509 West 5th Street, Red Wing, MN 55066

Date of Signature: \_\_\_\_\_



Minnesota Department of Natural Resources

Proposal Prepared for: Goodhue County April 19<sup>th</sup>, 2021

# **Executive Summary**

Waterfront Restoration appreciates the opportunity to submit this best value proposal for watercraft inspection and boater education services to aid Goodhue County again in 2021 in preventing the spread of aquatic invasive species.

This proposal presents our approach to ensuring we achieve and exceed your expectations again in 2021 and includes nine sections addressing the following:

Executive Summary	2
About Waterfront Restoration	3
Hiring	4
Onboarding/Training	5
Management	7
Reporting	8
The Best Value to Protect Your Lakes	9
Schedule	10
Investment and Multi-year savings	11
Certificate of Insurance	12

**Best Value Proposal:** All questions outlined in Exhibit 1: <u>http://bit.ly/ExhibitA-WIDP-RFP</u> have been answered and outlined in this proposal.

We recognize that pricing is an important consideration in any bid process. However, there is an important consideration of which to be mindful. Pricing has been requested in the form of an hourly inspector rate. This pricing approach incents other bidders to pay inspectors as little as possible and with little oversight. This approach leads to extremely high turnover, significant challenges finding proper candidates for the role, and a myriad of inspection challenges at your lakes. Respectfully, we suggest selecting the provider who is sensitive to the challenges of proper staffing, training, and inspector management of your lakes.

Waterfront Restoration is committed to ensuring we have the right people working at your lakes and that they are properly trained/managed. Thus, we need to compensate them consistent with market conditions. Doing so helps us, on your behalf, to staff your lakes with reliable, presentable, and professional inspectors that create a positive experience for your boaters while also protecting your lakes.

We invest year after year to maintain an industry-leading watercraft inspections program for Minnesota counties and have refined our processes based on what we have learned from thousands of hours of inspections. These developments, our unique advantages, and our above and beyond service approach ensures that your County is getting maximum value from every inspection dollar spent.

Ultimately, when you hire us, it is our job to ensure you have a successful AIS prevention program that provides you with peace of mind knowing that your lakes are protected by the highest quality professional inspectors available whom help prevent the spread of AIS, keep your County out of the news for the wrong reasons, better educate your boaters, and represent your County in a first – class positive image to the public.

Given the prediction of lingering concern of COVID-19 into 2021, we have developed our *COVID-19 Preparedness Plan* alongside the DNR to ensure a safe boating season in 2021. To better protect inspectors and boaters we have implemented best practices to ensure everyone is protected. Please see this link for details: <u>http://bit.ly/COVIDProtocol-WaterfrontRestoration</u>.

# **About Waterfront Restoration**

## Lakes \* Living \* Legacy

Waterfront Restoration was founded by Tom Suerth in 2003. He was inspired to start the company by his passion for lake preservation. He grew up near a Minnesota lake and saw firsthand the devastation that Eurasian watermilfoil had on it. Today, species like Zebra Mussels, Starry Stonewort, and other AIS are creating high risks of devastating recreational boating, swimming, and fishing in counties throughout the state. Our company's mission is to preserve Minnesota lakes and protect them from all invasive species.



We specialize in providing high-quality, fully managed Level 1 and Level 2 watercraft inspections and boater education services to counties,

associations, and watershed districts throughout the state of Minnesota. We have developed a four-point formula that provides expertise in the recruitment, training, reporting, and management of seasonal staff for aquatic invasive species prevention and control programs. This expertise provides us with the ability to recruit and retain watercraft inspectors who share our passion for lake preservation and professionally represent your County.

Our staff works closely with the Minnesota DNR, counties, watersheds, and lake associations in Minnesota to keep our knowledge current on aquatic invasive species issues and best practices for watercraft inspections.

Clients that have chosen us to protect their lakes see our value beyond a monetary exchange. They see us as their partner in lake protection. Waterfront Restoration is devoted and dedicated to keeping your lakes clean and preventing the spread of AIS. We do that through hiring the right people, providing them with the skills necessary to keep boaters informed and watercrafts thoroughly inspected, and managing them to ensure your expectations are met.

In an industry riddled with unstable small businesses that have one or two full-time staff trying to manage everything, Waterfront Restoration is a financially stable, professional service company with an expert management team that consistently delivers high-quality results for its clients.

We have provided inspector services to the following clients. I encourage you to reach out to any/all of them for a reference.

- Dakota County
- Goodhue County
- Waseca County
- Meeker County
- Blue Earth County
- Scott County
- Christmas Lake Association in Hennepin County
- Lake Francis Association in LeSueur County
- Prior Lake Spring Lake Watershed District
- City of Eden Prairie- Carver County

# Hiring High Quality Inspectors

We recognize that one of the major keys to success with providing inspection services is the inspector hiring process. To ensure inspections are performed properly and your County is professionally represented, we have developed a rigorous candidate screening and evaluation process. It is designed to identify the traits of high performing inspectors. We refer to it as our "above and beyond" approach as it ensures our inspectors are carefully interviewed and selected based on suitability for the role. The impact of this hiring approach is highlighted in an unsolicited comment we received from a county client.



"When interacting with inspectors from Waterfront Restoration, they were far more thorough and friendly than some I've seen in other areas of the state. Some others I've encountered were not friendly at all and really seemed like that was the last thing they wanted to be doing."

*Hiring Process.* The inspector recruiting process begins upon notice of award of the contract. It takes approximately three to eight weeks from contract award to inspector staffing at your lakes. Inspection start dates are also dependent on DNR training session availability as their schedules and class capacities are limited.

Upon notification of contract award, we begin recruiting for the role and hiring inspectors. This process is facilitated by our management team who is highly sensitive to balancing priorities between proper staffing and filling the roles quickly. For Level 1 inspectors, our minimum age requirement is sixteen.

We have developed a weighted interview scoring system to rate the candidates based upon twenty different aspects that we feel are critical to success in the role. Some of the scored qualification aspects include: knowledge of AIS, customer service experience, de-escalation communication experience, attention to detail, and previous inspector experience. If a candidate does not achieve the target score that we established, that person is not hired.

To be considered for hire, a candidate must pass our online customer service test to ensure they have the relationship, speaking, and rapport skills necessary to interact with your boating community. Thus, as your boaters interact with our inspectors, they have a positive experience throughout the inspection process.

While some providers only conduct phone interviews, we conduct in-person or video interviews with every candidate. This helps to select those who represent themselves professionally, and thus, will represent your County professionally.

Prior to hire, every candidate undergoes a criminal background check to identify felony convictions and sexual offender convictions. Candidates with those convictions are not hired.

*Inspector Compensation.* Inspector pay rate is dependent on their qualifications. Once inspectors are hired, they are eligible for participation in our performance-based compensation program which rewards them for outstanding performance. Our qualification and performance compensation approach has helped us attract and retain the best people for the job. It also ensures the County is receiving maximum value on the investment in inspectors.

# **Onboarding/Training**

## Specialized Inspector Skill & Knowledge Development

Those candidates, who complete our rigorous hiring process and are extended an offer, participate in our onboarding and training program. This program is designed to provide inspectors with the knowledge and skills needed to properly protect your lakes and provide an outstanding boater experience during the inspection process. Our clients frequently cite our inspector onboarding and training program as an aspect that sets us apart from the competition.



*Employee Handbook.* Our employee handbook has been refined over sixteen years of employing seasonal staff for AIS control and prevention. It is updated annually by our HR and legal counsel to ensure compliance with all laws. The handbook is specifically tailored to the AIS control and prevention services we provide. A copy of this handbook can be provided for your review upon request.

**Onboarding System.** The backbone of our onboarding process is our HR onboarding technology system. Many small businesses do not have a systemized onboarding process which causes issues such as required forms not being completed by employees timely and conflicts resulting from employees not being aware of policies. Onboarding mistakes lead to problems for the County due to employee disputes, disengagement, or unsatisfactory work performance, and ultimately vacancies at your boat launches. Our system and overall onboarding approach significantly reduce the risk of these issues occurring.

*Inspector Knowledge Development.* The DNR training sessions often do not fully equip inspectors to perform inspections properly. As a result, many counties have experienced issues with their inspectors not performing as expected. Based upon the thousands of inspections we have performed, we developed additional training programs to ensure the inspectors assigned to your County are equipped with the tools to properly provide these services, professionally represent your County to the public, and ensure the inspectors feel comfortable with the transition from the classroom to the field.

After completion of DNR training and prior to deployment in the field, inspectors are guided through our supplemental training class. They participate in a comprehensive program in our online training platform. Each module ends with the required completion of a quiz. This helps to ensure mastery of the content. Waterfront Restoration will ensure the DNR has authorized the employee prior to conducting inspections.

Examples of the modules and instructional videos include:

- Our safety process for handling adverse weather conditions with boaters.
- Boater communication best practices
- Customer service and Verbal de-escalation skills
- Lake/location specific expectations
- Known infestations.
- Watercraft Compendium which includes manufacturing insights to help know where to inspect for AIS.

*Inspector Tools.* Inspectors use digital devices (either a tablet or cellphone) on which DNR software is loaded. Also loaded on each device is AIS inspection procedures, the types of watercrafts that may be encountered at the boat landing, AIS inspection manual from the Minnesota DNR, a copy of Aquatic Nuisance Species (ANS) Inspectors, a contact list for the contractor and County staff that includes phone numbers for the correct personnel at our office, conservation officers, and County staff. During onboarding, inspectors are trained how to use the devices and the software.

As part of the onboarding process, inspectors are provided with the following professional attire:

- Safety vests- with wording of watercraft inspector on it
- Name badge with County name on it
- Double sided signs stating watercraft inspection station
- Backup paper surveys
- Lake boat access case number reference sheet
- First aid kit
- Sanitizer
- Masks

# Management

## Oversight of the process and the inspectors

A key to success with protecting your lakes is our inspector management program. We have six project managers on staff with fifty years of combined experience and are, at a minimum, certified as Level 1 inspectors. They are responsible for overseeing both the process and the inspector team to ensure compliance with regulation and law as well as consistency in the delivery of our services. To ensure current knowledge and skills, this team regularly attends statewide AIS training and conferences.



With six managers on staff, there is always an expert available for inspector questions and to respond to any violations found by inspectors. Managers can be reached by phone, text, and email seven days a week. This access is not only provided to inspectors, but to the County as well. Our managers are tasked with developing relationships with each of our inspectors as this is a key to retention and high job performance of the inspectors.

Our managers are also responsible for monitoring inspector surveys weekly for case number accuracy. They provide inspectors with feedback if there are inaccuracies and then make the corrections to the database with Adam Doll/DNR if necessary. This ensures the County has accurate inspection data for its lakes.

**Random spot checks and regular meetings.** Waterfront Restoration designates a roaming inspector or company manager to regularly meet with and spot check inspectors. The intent of the check/meeting is to ensure inspectors remain highly engaged and their skills stay fresh thus ensuring the highest quality inspection of every watercraft. It also helps identify any poor performers right away instead of letting them do a poor-quality job all season, we can replace them right away.

During the check or meeting the manager provides the inspector with ongoing feedback and training. This includes customer service review, refreshers on boat inspection procedures, and coaching on proper inspection protocol.

*Employee Surveys.* Employees are surveyed monthly via an anonymous online questionnaire. The survey asks questions about how employees feel about company culture, overall performance, and recognition by superiors. Surveys can be accessed via an internal online link.

**Payroll Management.** Waterfront Restoration takes full responsibility for managing and paying of its inspectors. Anyone employed by or working on behalf of our company is a W-2 employee. We collect required W4s and provide W2s. Inspectors are paid hourly and receive payment biweekly with proper withholdings of FICA, FUTA, state unemployment, workers compensation, and state and federal withholding, as required by law.

**Schedule Management.** Waterfront Restoration uses advanced calendar software - to manage scheduling to ensure coverage requests are met. The scheduling system, combined with our management system, ensures coverage when a primary inspector is unable to work a shift. This system ensures shift coverage of planned hours each week. The scheduling system combined with our management system- which works to bring in inspectors as backup to cover if a primary inspector is sick or calls out of- ensures better protection for your lake. There are some cases where some shifts or portions of shifts will not be covered due to unexpected illness/absence, or inclement weather. These shifts will be reallocated to different days/shifts throughout the season so that total season coverage hours meet the City's preferred season total hours. This may require a minority of shifts move to weekdays or extend beyond the anticipated end date.

## **Reporting** Visibility into program performance

A key ingredient in our County partnership recipe is communication. This is an aspect our clients frequently cite as an area of excellence of ours. During implementation, goals and standards are established aligned with your performance expectations.

We provide a series of reports to our clients keeping them apprised of what we see in their lakes with data on which they can take action. These reports also provide visibility into our performance aligned with the established goals and standards.



Continuous documenting and reporting ensures process and protocols are followed. Each day, week, month, and year, our inspectors and management team develop broad-level of visibility into a County's lakes and have insight into ways to better protect them. Through reporting, we keep our clients informed, so action can be taken on it.

*Daily.* We have multiple ways of keeping you in the know of lake happenings including:

- Real-time updates for urgent/important matters. We have managment available by phone/text/email 7 days a week, and especially on weekends to promptly respond/address/resolve any and all urgent issues that may arise or occur.
- GPS live tracking access can be provided to the County to see where our inspectors are deployed at any given time.
- Any new infestations would follow DNR protocol and include the inspector reporting immediately to the Waterfront Restoration project manager, who will then report to the County and the DNR as appropriate. Inspectors will report field developments to their supervisor and if further action or follow-up is needed to communicate with the County official.

*Monthly.* A report is provided, along with your invoice, that includes the following information:

- Trend analyses
- Inspection results
- Summary of spot checks and meeting comments made by the inspectors
- Equipment needs or recommendations
- Number of hours spent on inspections by each employee, at each access, each day
- Number of aquatic invasive species (AIS) identified
- Number of calls to the supervisor, DNR or 911
- Number of boaters referred to a decontamination site for a courtesy or required decontamination
- Number of non-compliant boaters
- Verification that all data on each device was uploaded to the DNR database
- Summary of any inspection data and/or device(s) lost, damaged, stolen, or otherwise made unrecoverable.

**Annually.** At the conclusion of the boating season, an annual report is provided that presents comprehensive and detailed data for each of your lakes (see example in table below). This report provides actionable information that your County can use to take steps to better protect your lakes in future years. We can conduct an annual debrief conference call to review our findings and recommendations for improvement.

# The Best Value to Protect Your Lakes

# WATERFRONT RESTORATION

For counties that want peace of mind knowing that the launches are protected by high quality inspectors who help prevent the spread of AIS, keep you out of the news for the wrong reasons, better educate your boaters, and represent your County in a first – class positive image to the public.

• Higher per hour inspector pay rate with performancebased compensation program. Rewards them for outstanding performance and attracts and retains better people for the job.

• A criminal background check to identify felony convictions and sexual offender convictions. Candidates with those convictions are not hired.

Detailed EOY report

Waterfront-EOYReport

• Video interviews for all candidates- This helps to select those who represent themselves professionally, and thus, will represent your County professionally.

• Attempt to cover/replace shifts if a primary inspector is sick or calls out of.

• Expert 6-person management team- there will always be a manager available by phone/text/email 7 days a week, and especially on weekends to promptly respond/address/resolve all urgent issues.

• Monitor inspector surveys weekly for case number accuracy. Ensures the County has accurate inspection data for its lakes.

Monthly Reports- <u>Monthly-Report</u>

• References from every client we have worked with: Waterfront- References

• After completion of DNR training- additional virtual training classes, safety modules, and online customer service training to ensure they have the relationship, speaking, and rapport skills necessary to interact with boaters. Also, de-escalation scenarios on how to deal with unruly, inpatient, or aggressive boaters. Each training module ends with the completion of a quiz.

• Best chance of having all launches full staffed by fishing opener and achieve 99% coverage of season contract desired hours.

# **Other Contractors**

For counties that want to staff launches with lower pay rate inspectors with limited additional training beside what the DNR provides, and do not need any additional reporting, manager assistance, or boat launch coverage guarantee.

• Low inspector pay rate. Introduces higher risk of turnover mid-season and risk that inspectors will not be available to cover shifts until new inspectors are hired and may have issues finding high quality inspectors.

• No criminal background checks.

Basic EOY report <u>Other-contractors-report</u>

• Phone interviews for candidates.

• Shifts not covered that inspectors call out of= higher risk of introduction of AIS on weekend shifts/busiest times throughout the summer.

- 1-2 managers available most of the time.
- Case numbers not checked.
- No monthly report

• References from only select clients - leave out clients they have bad reviews from.

• DNR training only, no additional online training modules or quizzes.

• No Guarantee on shift coverage or start date for launches being fully staffed with inspectors.

# Schedule

•		0				•		•	Davitatal	Total
Lake Details	Day	Operatio	n Hours	Hours	Start	End		Total weeks	Day total Hrs	Access Hrs
Lake Byllesby Goodhue	Friday	9:30 AM	6:00 PM	8.5	5/21	9/3	16	Total Fridays	136	_
County Park	Saturday	9:30 AM	6:00 PM	8.5	5/15	9/4	17	Total Saturdays	145	_
boat launch	Sunday	9:30 AM	6:00 PM	8.5	5/16	9/5	17	Total Sundays	145	493
(Cannon Falls, MN)- Level 1	Monday	9:30 AM	6:00 PM	8.5			6	Total Weekdays	51	_
inspector	Holidays	9:30 AM	6:00 PM	8.5			2	Memorial, Labor	17	

Scheduling Outline. The following table was used when developing your inspector schedule:

## Launch location.



# **Investment and Multi-year savings**

The best value to protect your lakes.

\$25.28 per hour= 2021 \$26.34 per hour= 2022 \$27.49 per hour= 2023

Or:

The County can lock in a three year pricing rate of **\$24.96** for the 2021-2023 seasons. Saving approximately **\$2,100** over the 3 years as opposed to utilizing a year to year contract.

A multi-year program saves costs and improves the inspection process. There are several other reasons why a multi-year pricing agreement is beneficial to you including:

1. Consistency of quality control for your lake inspections.

2. Locking-in pricing for a longer duration reduces the risk of price increases due to market fluctuation.

3. Allowing your County to have a strategic relationship with us which leads to development of a strong protection process for your lakes.

4. Saves a significant amount of administrative time, burden, effort, and resources annually in go through the board approval process.

5. Recruiting and retaining high-quality inspectors who commit to work for us (and you) for multiple years which improves the quality of the inspection process.

A few important aspects about our pricing:

- 1. You are only billed when inspectors are "clocked-in" at the launch site.
- 2. All overhead costs such as recruiting, company training, DNR training, holiday pay, ongoing management, protocol compliance, technology, software, and reporting are included in the hourly rate.
- 3. Our pricing is fully transparent. The invoices we provide are simply the multiplication of the hours inspectors worked at the launch multiplied by the hourly rate.

Minimum of 450 inspection hours required for rate outlined.

The county will be invoiced monthly, in advance, based upon the expected number of hours to be worked in the next succeeding month (for each month its "Expected Hours"). In the event the actual number of hours worked during any month exceeds the Expected Hours, Waterfront will invoice the county for the additional hours. In the event the actual number of hours worked is less than the Expected Hours, Waterfront will issue to the county a credit note for the excess hours.

# **Certificate of Insurance**

ACORD	CER	TIF	ICATE OF LIA	BILI		JRANC	e [		WHOURYPY) 31/2020
THIS CERTIFICATE IS ISSUED AS A N CERTIFICATE DOES NOT AFFIRMATI' BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder	VELY OF	R NE DOB	GATIVELY AMEND, EXTER ES NOT CONSTITUTE A C RTIFICATE HOLDER.	ND OR A	LTER THE C	OVERAGE A N THE ISSUI	AFFORDED BY THE POL NG IN SURER(S), AUTHO	R. THIS ICIES RIZED	
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INCODUCER	10 010 0			CONTAC NAME:		wanson			
Casualty Assurance of Chaska				<b>IPHONE</b>	(952) 4	48-3800	PAX (A/C, No):		
101 W 3rd St.				E-MAIL ADDRES	Exti:		redpartners.com		
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Chaska			MN 55318		i de la compansión de la compa	National Mutu	DING COVERAGE		NAIC # 15377
INSURED			Mile abara	INSURE		n Insurance Co			35378
Waterfront Restoration LLC				INSURE		r insurance ca	mpany		33376
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Long Lake			MN 55356	INSURE	(F:				
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CLAMS-MADE OCCUR				I			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,	000
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DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	CLES (AC	ORD 1	01, Additional Remarks Schedule,	may be att	acted if more ap	ace is required)			
Certholder is included as an additional insure	d on Ger	neral	Liability. Waiver of Subrogati	on applie	8.				
CERTIFICATE HOLDER		_		CANCE	ELLATION				
Meeker County				THE	EXPIRATION D	ATE THEREOR	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
325 N Sibley Ave				AUTHOR	IZED REPRESE				
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Litchfield			MN 55355	<	Amo	indó	24 Savan	m	_

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# DEPARTMENT OF NATURAL RESOURCES

## Watercraft Inspection Program Plan

Completing this Watercraft Inspection Program Plan fulfills the requirements of section 2.D of the Delegation Agreement. A plan must be submitted before inspectors can be trained and authorized under the Delegation Agreement. Any projects listed under number 6 require DNR approval before implementation.

- 1. Local Government Unit Name \_\_\_\_\_\_
- 2. What is the planned length of your season? Start Date\_\_\_\_\_ End Date\_\_\_\_\_
- 3. How many inspectors do you plan to use for inspections? \_\_\_\_\_\_
- 4. Will you be using a contractor or employment agency to hire inspectors? 
  □ Yes □ No
  - a. If "yes", what is the name of the contractor/agency?
  - b. If "yes" please attach the signed contract to this inspection plan (or return when completed; prior to training).
- 5. Please include a list of all lakes and accesses that you may inspect during the season. Include the lake DOW number to help ensure accuracy (attach a separate sheet identifying additional lakes or accesses if necessary). Please indicate if you need a new case number created for an access.

Lake Name	Access Name	Lake Name	Access Name

- 6. How many decontamination units will you be operating?
  - a. If any of these units are off-site (not at public water accesses), please list the off-site addresses below.
- 7. Are you interested in piloting any new procedures not already included DNR level 1 or level 2 inspection/decontamination protocols? If yes, please provide a short summary below. DNR will need to review and approve anyproposed new procedures before you can start any pilot program that includes procedures not already included in the DNR level 1 or level 2 inspection / decontamination protocols.


Quote ID: LB- 2103A April 27th, 2021 Prepared for: Samantha Pierret Planner/Zoning Administrator Goodhue County By: Derek Lee-Waterfront Restoration- Account Manager Email: Info@waterfrontrestoration.com

Date	Notes			imat Hou			Man r Rate			Estimat	ed Su	btotal	1
6/7-6/13	By the root hand removal- Estimated 5 location sites with ap	proximately 300 above water stem count total	15	-	19	s	115	=	\$	1.725	- 8		
7/19-7/25	Follow up removal at 5	locations	6	_	9	S	115	=	S	690	- \$	1.0	035
	Flat Rate Travel/Mobilization/Equipme	ent/Reporting for 2 visits						=	\$	975	-	,	
		Estimated P	Proje	ct T	lota	1(2 1	visits):	=	\$	3,390	- \$	4,1	95
										ARE ES PROJE			
Estimated man hours	are based on client visual survey completed in August of 201	9. Once contractor arrives they may encounter	highe	r or l	lowe	er dens	sity of p	olants th	an pr	ojected.			
Report summary after	each visit will be provided to client.												
•	se of vegetation according to $MNDNR$ rules and regulations.												
Removal or disturbance of wildlife will not be done by Waterfront Restoration. If a muskrat house or piles of vegetaion indicating potential wildlife food source or inhabitance, operations will work around it but will not expand the agreed upon area. Prior to begining work, it is the responsibility of the client to observe and communicate to Waterfront Restoration any presence of wildlife home or food sources within the proposed removal area.													
	es of vegetion and roots may remain after completion of the otify client upon completion of project via phone. Any addi							~			in this	antim	anto
_	ed end date are subject to change. Notification will be given t		ome a	m exi	iia ci	narge	in additi	on to pi	ices :	specified	in this	estin	nate.
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. I have read and understand the terms of agreement: SIGNATURE:													
	DATE:						nager:						
								-		storation. • NM 552			

Goodhue County: Purple Loosestrife By-The-Root Removal at Lake Byllesby =-29715 23rd Ave Way, Cannon Falls



WATERFRONT



Brian J. Anderson Goodhue County Auditor/Treasurer 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, Goodhue County Auditor/Treasurer
SUBJECT:	Issuance of Revenue Bonds by the Duluth Economic Development Authority
DATE:	May 4 <sup>th</sup> , 2021

## **Background**:

Benedictine Care Centers ("BCC"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, owns and operates a 51-unit assisted living facility and a 65-bed nursing home known as St. Brigid's at Hi Park located at 213 Pioneer Road in Red Wing, Minnesota ("St. Bridgid's"), and a 105-bed nursing home known as Benedictine Health Center at Innsbruck located at 1101 Black Oak Drive in New Brighton, Minnesota, along with several other facilities located in Plainview and Duluth.

Goodhue County previously issued bonds to finance or refinance BCC for their Benedictine Health System Obligated Group 2016 Project.

## **Discussion**:

We have been informed by Bond Counsel to Duluth Economic Development Authority ("DEDA") that Benedictine has requested that DEDA issue the 2021 Bonds to refund the Prior Bonds and other outstanding obligations incurred by affiliates of Benedictine with respect to senior living facilities located in the jurisdictions of the Host Municipalities.

Bond Counsel to DEDA has informed the County that Minnesota Statutes, Section 469.155, subdivision 12 provides that DEDA may issue the 2021 Bonds to refund the Prior Bonds only with the consent of the Prior Bonds Issuer, which is the County.

## **Recommendation**:

Staff recommends approval of the Resolution Consenting to the Issuance of Revenue Bonds by the Duluth Economic Development Authority.

## GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS 1<sup>st</sup> District 1121 West 4<sup>th</sup> Street Red Wing, MN 55066 BRAD ANDERSON 2<sup>nd</sup> District 10679 375<sup>TH</sup> St. Way Cannon Falls, MN 55009 TODD GRESETH 3<sup>rd</sup> District 46804 Hwy 57 Blvd. Wanamingo, MN 55983 JASON MAJERUS 4<sup>th</sup> District 39111 County 2 Blvd. Goodhue, MN 55027 PAUL DROTOS 5<sup>th</sup> District 1825 Twin Bluff Rd Red Wing, MN 55066

An Equal Opportunity Employer

## BENEDICTINE HEALTH SYSTEM OBLIGATED GROUP 2016 PROJECT SUMMARY

Benedictine Care Centers ("BCC"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), owns and operates a 51-unit assisted living facility and a 65-bed nursing home known as St. Brigid's at Hi Park located at 213 Pioneer Road in Red Wing, Minnesota ("St. Bridgid's"), and a 105-bed nursing home known as Benedictine Health Center at Innsbruck located at 1101 Black Oak Drive in New Brighton, Minnesota ("Benedictine Health Center"), along with several other facilities located in Plainview and Duluth, Minnesota, all of which have been financed with the proceeds of revenue obligations (the "Prior Obligations") issued by the Minnesota Agricultural and Economic Development Board.

BCC is in the process of selling its facilities located in Plainview and Duluth and intends to refinance St. Brigid's and Benedictine Health Center using the proceeds of revenue obligations (the "Notes") to be issued by the City of Lauderdale, Minnesota (the "City") and Goodhue County, Minnesota (the "County"). As part of this process, BCC is expected to join an obligated group currently consisting of various affiliates of Benedictine Health System ("BHS"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code. BCC and the other affiliates of BHS (together, the "Borrower"), in addition to using the proceeds of the Notes to refinance St. Brigid's and Benedictine Health Center through the redemption and prepayment of the Prior Obligations, would like to use the proceeds of the Notes to finance the acquisition, construction, and equipping of an expansion to St. Brigid's (the "Expansion Project").

The Borrower is requesting that the City issue a portion of the Notes on a tax-exempt basis in the maximum principal amount of \$10,000,000 and loan such proceeds to the Borrower to refinance all or a portion of St. Bridgid's and Benedictine Health Center, finance all or a portion of the Expansion Project, fund any required reserves, and pay a portion of the costs of issuance of the Notes.

The Borrower is requesting that the County issue a portion of the Notes on a tax-exempt basis in the maximum principal amount of \$9,800,000 and loan such proceeds to the Borrower to refinance all or a portion of St. Bridgid's, finance all or a portion of the Expansion Project, fund any required reserves, and pay a portion of the costs of issuance of the Notes.

Additionally, the Borrower is requesting that approximately \$3,000,000 in taxable Notes be issued by either the City or the County to finance any costs of the Expansion Project or costs of issuance of the Notes that exceed the principal amount of tax-exempt Notes to be issued by the City and the County. The Borrower will work with Piper Jaffray Lending LLC, the proposed servicer of the Notes and lead lender, to determine the final amount of Notes to be issued on a taxable basis and by which municipality. In the meantime, the Borrower is requesting that both the City and the County authorize this additional amount with the understanding that the City and the County are not expected to each issue an additional \$3,000,000.

## **RESOLUTION NO.**

## **GOODHUE COUNTY, MINNESOTA**

## RESOLUTION CONSENTING TO THE ISSUANCE OF REVENUE BONDS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED by the Board of County Commissioners of Goodhue County, Minnesota, as follows:

Section 1. <u>Definitions</u>. The capitalized terms used in this resolution have the meanings assigned below:

<u>2021 Bonds</u>: means DEDA's revenue bonds, proposed to be issued in one or more series in an aggregate maximum principal amount of \$150,000,000.

<u>Authorized Officers</u>: means the Chair and Administrator of the County.

Bond Counsel to DEDA: means Fryberger, Buchanan, Smith & Frederick, P.A.

<u>Benedictine</u>: means Benedictine Health System d/b/a Benedictine, as obligated group agent for the obligated group currently comprised of St. Gertrude's Health Center, City of Lakes Care Center, Steeple Pointe Senior Living Community and Benedictine Care Centers, and the sole corporate member of the Owner/Operator.

<u>County</u>: means Goodhue County, Minnesota.

<u>County Board</u>: means the governing body of the County.

<u>DEDA</u>: means the Duluth Economic Development Authority, Minnesota.

<u>Host Municipalities</u>: means the Cities of Ada, Byron, Crookston, Hastings, Minneapolis, New Brighton, Osseo, Owatonna, Red Wing, Rochester and Shakopee, Minnesota, DEDA and the Port Authority of Winona.

<u>Owner/Operator</u>: means Benedictine Care Centers, an affiliate of Benedictine.

<u>Prior Bonds</u>: means the County's Health Care Facilities Revenue Note (Benedictine Health System Obligated Group), Series 2016B.

Prior Bonds Issuer: means the County.

<u>Project</u>: means the constructing, improving, renovating, furnishing and equipping senior housing and health care facilities at 135 - 213 Pioneer Road, Red Wing, Minnesota, by the Owner/Operator.

## Section 2. <u>General Recitals</u>.

A. The Prior Bonds Issuer previously issued the Prior Bonds to finance or refinance, as applicable, the Project.

B. The Project is owned and operated by the Owner/Operator as a senior living facility.

C. Through its operation of the Project, the Owner/Operator provides health care and senior housing services available to residents within the jurisdiction of the County and in the surrounding area.

D. We have been informed by Bond Counsel to DEDA that Benedictine has requested that DEDA issue the 2021 Bonds to refund the Prior Bonds and other outstanding obligations incurred by affiliates of Benedictine with respect to senior living facilities located in the jurisdictions of the Host Municipalities.

E. Bond Counsel to DEDA has informed the County that Minnesota Statutes, Section 469.155, subdivision 12 provides that DEDA may issue the 2021 Bonds to refund the Prior Bonds only with the consent of the Prior Bonds Issuer, which is the County.

Section 3. <u>Consent</u>. The County consents to the refunding of the Prior Bonds by DEDA, waives any notice of redemption required to be provided to the County, agrees that all documents for the refunding of the Prior Bonds, including any notices and termination documents, may be given and executed without further consent, action or execution by the County and authorizes Benedictine and its officers and agents to take all actions and execute all documents for the refunding and redemption of the Prior Bonds, including any required notices and termination documents.

Section 4. <u>Authorization to Staff</u>. The Authorized Officers and other officers of the County (individually or with one or more other officers of the County or their designees) are authorized and directed to (a) provide a certified copy of this resolution to DEDA or its representatives, along with all proceedings and records of the County relating to the subject matter of this resolution, and any other affidavits and certificates required by DEDA to show the facts relating to the County respecting the subject matter of this resolution, as the facts appear from the books and records in the County's custody and control or as otherwise known to them; and (b) in connection with the Project, the issuance of the 2021 Bonds and the refunding of the Prior Bonds, and on any future date in connection with the 2021 Bonds, take any other action, including holding hearings, or execute other documents, including approvals, consents and certificates, required or deemed appropriate on the request of DEDA or its agents for performance of the County in connection with the subject matter of this resolution.

Adopted May 4, 2021.

## EXTRACT OF MINUTES OF A REGULAR MEETING OF GOODHUE COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the Board of County Commissioners of Goodhue County, Minnesota, was held at the County Board Room, Government Center, 509 West Fifth Street located in Red Wing, Minnesota, on May 4, 2021, at 9:00 a.m.

The following members were present:

and the following members were absent: \_\_\_\_\_

MOTION: Commissioner \_\_\_\_\_ moved to adopt Resolution No. \_\_\_\_\_, entitled "Resolution Consenting to the Issuance of Revenue Bonds by the Duluth Economic Development Authority."

SECOND: Commissioner \_\_\_\_\_

RESULT: On a roll call vote the motion was carried.

Ayes:

Nays:

Not Voting: \_\_\_\_\_

Absent: \_

M: |DOCS|13967|000033|ROL|19N4785.DOCX

STATE OF MINNESOTA ) ) ss. COUNTY OF GOODHUE )

I, the undersigned, the duly qualified and acting County Administrator of Goodhue County, Minnesota (the "Municipality"), do certify that (i) I am the official custodian of the records of the Municipality; and (ii) I have compared the attached copies with the original records of the Municipality:

- a. Resolution Consenting to the Issuance of Revenue Bonds by the Duluth Economic Development Authority and Approving a Cooperation Agreement (the "Resolution"), and
- b. An Extract of Minutes of a meeting of the Governing Body of the Municipality duly called and held May 4, 2021, at which a quorum was present and acting throughout showing attendance by the members of the Governing Body at such meeting and the manner of voting on the Resolution.

I further certify that the attached copies (i) are each a true and correct transcript taken from the records of the Municipality; (ii) have not in any manner been repealed, amended or changed; and (iii) remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as County Administrator of the Municipality, on May 4, 2021.

County Administrator

M: |DOCS|13967|000033|CER|1909163.DOCX



454 W. 6<sup>th</sup> Street Red Wing, MN 55066 Office (651) 267.4900

April 28, 2021

Dear Goodhue County Commissioners,

Enclosed you will find the Probation Caseload/Workload Reduction Grant Agreement requiring approval and signature of Goodhue County as Grantee. This is a biennial grant from the Minnesota Department of Corrections instituted several years ago to alleviate probation caseload overcrowding. The grant amount of \$68,712 for each year of the 2022 -2023 biennium has remained the same.

Respectfully,

Mark Jaeger, Director Goodhue County Court Services

## **GOODHUE COUNTY BOARD OF COMMISSIONERS**

LINDA FLANDERS 1<sup>st</sup> District 1121 W 4<sup>th</sup> St. Red Wing, MN 55066 BRAD ANDERSON 2<sup>nd</sup> District 10679 375<sup>TH</sup> St. Way Cannon Falls, MN 55009 TODD GRESETH 3<sup>rd</sup> District 46804 Hwy 57 Blvd Wanamingo, MN 55992 JASON MAJERUS 4<sup>th</sup> District 39111 Co. 2 Blvd Goodhue, MN 55027 PAUL DROTOS 5<sup>th</sup> District 1825 Twin Bluff Rd Red Wing, MN 55066

An Equal Opportunity Employer



# **Goodhue County Grant Form**

## **Grant Information**

Grant Award: \$137,424 Name of Grant: Caseload/Workload Reduction Grant Sponsoring Agency: State of Minnesota Department of Corrections Grant Period: July 1, 2021 – June 30, 2023

## **Department Information**

Department: Court Services Primary Contact Person: Mark Jaeger Phone number: 651-267-4914

**Purpose:** To provide caseload/workload relief and reduction by partially funding three support staff positions in Court Services. These positions oversee administrative caseloads and assist probation officers with court conditions such as Community Service and Sentence to Service work, restitution collection and referral/monitoring of offender education class completions. This allows probation officers to handle higher caseloads of higher risk and intensity clients.

Restrictions: Cannot be used for new programming.

**Reimbursement** X Payment up front

Match (\$ or in-kind)

Website Address: CFDA # (if Federal Grant): Date sent to Administration:

Board Approval Date (for office use only): \_\_\_\_\_

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

## State Accounting Information:

SWIF'I	Contract No	• _	190370
Swif I	Contract No	• _	190370

PO No.:	3-132519

|--|

## Total Amount of Contract: \$137,424 -- (FY22 - \$68,712 and FY23 - \$68,712)

Category Code: 84101501

Account Code: 441302

Accounting Distribution 1: FY22	Accounting Distribution 2: FY23	Accounting Distribution 3:
Fund: 1000	Fund: 1000	Fund:
AppropID: P7837237	AppropID: P7837237	AppropID:
Fin DeptID: P787210	Fin DeptID: P787210	Fin DeptID:
Project (3000 fund only): Caseload/Workload	Project (3000 fund only): Caseload/Workload	Project (3000 fund only):
Amount: \$68,712	Amount: \$68,712	Amount:
Contract Start Date:	July 1, 2021	

June 30, 2023

**Expiration Date:** 

Contractor/Grantee Name and Address:

Goodhue County Court Services – Justice Center 454 West Sixth Street Red Wing, MN 55066

THIS PAGE OF THE GRANT AGREEMENT CONTAINS PRIVATE INFORMATION. EXCEPT AS DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED OR DISTRIBUTED EXTERNALLY WITHOUT EXPRESS WRITTEN PERMISSION OF THE GRANTEE.

## STATE OF MINNESOTA **GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Department of Corrections, Grants and Subsidies Unit, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108("STATE"), and Goodhue County Government Center, 509 West 5th Street, Red Wing, MN 55066 ("GRANTEE").

### Recitals

- 1. Under Minn. Stat. § 244.22 the STATE is empowered to enter into this grant.
- 2. The STATE is in need of Caseload/Workload programming.
- 3. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the STATE.

### **Terms of Agreement**

#### 1 **Term of Grant Agreement**

- Effective date: July 1, 2021, or the date the STATE obtains all required signatures under Minn. Stat. 1.1 §16C.05, subd. 2, whichever is later. The GRANTEE must not begin work under this grant agreement until this agreement is fully executed and the GRANTEE has been notified by the STATE's Authorized Representative to begin the work.
- Expiration date: June 30, 2023, or the date all obligations have been satisfactorily fulfilled, whichever 1.2 occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant agreement:

8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

#### 2 **Grantee's Duties**

The GRANTEE, who is not a state employee, will:

- provide the programs and services specified in the Grant Application, which is attached as Exhibit A, and 2.1 incorporated into this grant agreement:
- 2.2 minimize administrative costs as a condition of this grant as required by Minn. Stat. § 16B.98, subd. 1; and
- 2.3 Comply with required grants management policies and procedures set forth in Minn. Stat. § 16B.97, subd. 4 (a) (1).

#### 3 Time

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

#### 4 **Consideration and Payment**

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

(a) Compensation. The GRANTEE will be paid:

Fiscal Year 2022 (Year 1)	
\$68,712	Caseload/Workload

2022 02 **T**2\* 1 37 **^** 

Fiscal Year 2025 (Year 2)	
\$68,712	Caseload/Workload

- (b) Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the GRANTEE as a result of this grant agreement will not exceed \$0; provided that the GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The GRANTEE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed \$137,424.
- 4.2 Payment. Payment for expenditure will be made on a reimbursement basis.
  - (a) **Invoices.** The STATE will promptly pay the GRANTEE after the GRANTEE presents a DOC Financial Status Report (FSR) as an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. FSR must be submitted quarterly within 30 days of the end of the reporting period.
  - (b) Adjustments.
    - Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized. At closeout of the grant agreement, the GRANTEE must return to the STATE any unexpended funds that have not been accounted for annually in a financial report.
    - (2) Grant agreements for REAM and Sex Offender Programming will be reviewed for fund usage every six months and if the GRANTEE has not used funds at the expected rate, the grant funding may be reduced accordingly. Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however, GRANTEE must submit a revised budget to the STATE's authorized representative.
    - (3) Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. Decreases and increases in grant awards only apply to competitive funding streams such as Remote Electronic Alcohol Monitoring (REAM) and Sex Offender Programming.

#### 4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
  - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program

- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) (d) above, the State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
  - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

#### 5 Conditions of Payment

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

## 6 Authorized Representative

The STATE's Authorized Representative is **Rubina Khan, Grant Monitor, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108**, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Mark Jaeger**, **Director Goodhue County Court Services**, or **his/her designee or successor**. If the GRANTEE's Authorized Representative changes at any time during this grant agreement, the GRANTEE must immediately notify the STATE in writing.

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#### Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 *Assignment.* The GRANTEE may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the STATE and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 *Amendments.* Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 *Waiver*. If the STATE fails to enforce any provision of this grant agreement, that failure does not waive the provision or the STATE's right to enforce it.
- 7.4 *Grant Agreement Complete.* This grant agreement contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

#### 8 Liability

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

#### 9 State Audits

Under Minn. Stat. § 16B.98, subd. 8, the GRANTEE's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the STATE and/or the STATE Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all STATE and program retention requirements, whichever is later.

#### 10 Government Data Practices

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

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

## 11 Workers' Compensation

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

#### 12 Publicity and Endorsement

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

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12.2 **Endorsement**. The GRANTEE must not claim that the STATE endorses its products or services.

### 13 Governing Law, Jurisdiction, and Venue

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

### 14 Termination

- 14.1 **Termination by the State.** The STATE may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The STATE may immediately terminate this grant agreement if the STATE finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding**. The STATE may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the Grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

## 15 Data Disclosure

Pursuant to Minn. Stat. § 270.65, subd. 3 and other applicable law, the GRANTEE consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of STATE obligations. These identification numbers may be used in the enforcement of federal and STATE tax laws which could result in action requiring the GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

## 16 Reporting Requirements

The GRANTEE must submit a Quarterly Data Report along with the FSR when required by a grant.

## 17 Program Evaluation

STATE shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of GRANTEE, which may include a site visit of GRANTEE or contact with other agencies in GRANTEE's service area, interviews with paid or volunteer staff and/or contact with service recipients of GRANTEE. STATE reserves the right to request additional information from GRANTEE to carry out its evaluation.

#### **APPROVED:**

#### 1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as

required by Minn. Stat. §§16A.15 and 16C.05

Signed	Mary Myc	к	
Date	37157202	Î.	
Encumber SWIFT Co	ed: ontract/PO No.	c-190370	PO 3-132519

#### 2. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

Ву	Mark Jacger					
Title	Director,	Goodhue	County	Court	Serv	ices
Date	3/23/2021					

Ву		· · · ·		1.1.1
	Sec. Sec. 4			
Title		. •		
Date			•	

#### 3. STATE AGENCY:

Agency signatory approves grant agreement

Ву	Courtis Jurnklin	
Title	Deputy Commissioner	
Date	4/21/2021	

Distribution: DOC Financial Services Unit GRANTEE STATE's Authorized Representative

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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: May 4<sup>th</sup>, 2021

RE: Wine and Strong Beer License and 3.2% Malt Liquor Applications (Renewals)

We request the County Board of Commissioners approve these applications for a Wine and Strong Beer License and a 3.2% Malt Liquor License for the following establishments, contingent upon approval from the County Sheriff, County Attorney, and State Liquor Control Commissioner.

Establishment:

 Jennifer Reiman Good The Bleu Dog Cafe 14689 Welch Trail Welch, MN 55089

Establishment: 1. Richard Ellingson B. Wells Bar 30106 Scandinavia St Frontenac, MN 55026 <u>Liquor License:</u> On Sale Wine & Strong Beer (Renewal) Welch Township

<u>3.2% Malt Liquor License:</u> Off Sale (Renewal) Florence Township

Wine and Strong Beer License runs thru November 30, 2021. 3.2% Malt Liquor License runs thru June 30, 2022.

## **GOODHUE COUNTY BOARD OF COMMISSIONERS**

LINDA FLANDERS 1<sup>st</sup> District 1121 W. 4<sup>th</sup> Street Red Wing, MN 55066 BRAD ANDERSON 2<sup>nd</sup> District 10679 375<sup>TH</sup> St. Way Cannon Falls, MN 55009 BARNEY NESSETH 3<sup>rd</sup> District 41595 County 8 Blvd Zumbrota, MN 55992 JASON MAJERUS 4<sup>th</sup> District 39111 County 2 Blvd. Goodhue, MN 55027 PAUL DROTOS 5<sup>th</sup> District 1825 Twin Bluff Rd Red Wing, MN 55066

An Equal Opportunity Employer

**Marty Kelly** Goodhue County Sheriff



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

TO:	Goodhue County Commissioners
FROM:	Kristine Holst, Sheriff Accountant
DATE:	April 29, 2021
RE:	Sentence to Serve Contract Renewal with the State of MN

## <u>SUMMARY</u>

The State of Minnesota Sentence to Service contract is coming due for renewal as of June 30<sup>th</sup>, 2021. The renewal agreement is for the fiscal 2-year period starting July 1<sup>st</sup>, 2021 and ending on June 30<sup>th</sup>, 2023.

## BACKGROUND

Goodhue County has entered into this Sentence to Serve agreement with the State of Minnesota for several years. The services provided have been of great benefit to the county and individual communities and townships within Goodhue County on several levels including monetary savings, manpower provided and public relations.

Total cost for the State STS contract is \$509,296.90. This represents a 3.5% increase from fiscal year 2021 to fiscal year 2022 and another 3.5% increase from fiscal year 2022 to fiscal year 2023 due to salary increases and insurance cost increases of STS crew leaders.

This State of MN STS contract will be contingent to the approval of the STS contract between Goodhue County and the City of Red Wing. As in the past, the City of Red Wing will be expected to pay 25% of the total State STS contract, which is \$127,324.20. The City of Red Wing contract has been submitted to them and we are waiting for approval from the City Council.

Goodhue County also receives revenues to offset the State STS contract for work performed for other cities, townships, fair boards and school districts.

The State of MN contract and the City of Red Wing contract have been reviewed by the Goodhue County Attorney.

## RECOMMENDATION

Respectfully request the Goodhue County Board of Commissioners approve renewing the State of MN Sentence to Serve contract for 7/1/21-6/30/23 contingent the approval of the City of Red Wing Sentence to Service contract.

## **OFFICE OF THE GOODHUE COUNTY SHERIFF**

ADULT DETENTION CENTER 651.267.2804

CIVIL DIVISION 651.267.2601 RECORDS DIVISION 651-267-2600 EMERGENCY MANAGEMENT 651.267.2639 EMERGENCY COMMUNICATIONS 651.385.3155

An Equal Opportunity Employer



# **State of Minnesota**

## **Income Contract**

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Goodhue County, 509 W. 5th Street, Red Wing, MN 55066 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

#### Recitals

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

Accordingly, the Parties agree as follows:

#### Contract

#### 1. Term of Contract

- 1.1 *Effective date*: July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. State's Duties

The State will:

2.1 Provide 3 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hour's crew leaders spend for daily preparation and communication.

2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:

- a. Total number of offenders served
- b. Total number of offenders completing STS obligation
- c. Number of offenders exiting prematurely

- d. Total number of hours worked by STS offenders
- e. Dollar benefit of STS labor at \$10.00 per hour and estimated market value of projects completed
- f. Description of work completed
- 2.3 Divide the work of offender crews proportionate to funding participation between States's referred projects and Purchaser's referred projects, some of which may be performed outside the Purchaser's jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

## 3. Purchaser's Duties

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

- 3.2 Obtain all necessary permits or licenses or special authority for all Purchaser's referred projects.
- 3.3 Identify non-dangerous offenders who are sentenced or authorized by the court to do community work service in lieu of a jail sentence, a fine, as a sole sanction, or eligible pursuant to other provisions in state law.

## 4. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed FY22-23 total below as its 75% share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser's share of the crew leader includes time scheduled for training, vacation, sick leave, and holidays. The State share of the cost is 25%.

4.2 Terms of payment: Payment shall be made by the Purchaser to the State. Payments are due on or before dates listed below:

Payment Due	7/30/2021	1/1/2022	7/1/2022	1/1/2023	FY22-23 Total
Amount Due	\$125,124.90	\$125,124.90	\$129,523.55	\$129,523.55	\$509,296.90

## \*See payment detail on page 4.

### 5. Authorized Representative

The **State's** Authorized Representative is: (or his/her successor)

Jenny McMahon 608 Main Street Red Wing, MN 55066 jenny.mcmahon@state.mn.us 651-301-7208 The **Purchaser's** Authorized Representative is: (or his/her successor)

Heather Stephens 430 W 6<sup>th</sup> St Red Wing, MN 55066 <u>Heather.stephens@co.goodhue.mn.us</u>

651-267-2828

### 6. Assignment, Amendments, Waiver, and Contract Complete.

- 6.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 6.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 6.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 6.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

## 7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

#### 8. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

## 9. Publicity and Endorsement.

- 9.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 9.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

## 10. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purhcaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

## 11. Governing Law, Jurisdiction, and Venue.

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

## 12. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

Type Crews		FY20 Total	FY21 Total	FY20-21 Total
100% 1.00		\$100,099.92	\$103,618.84	\$ 203,718.76
75% 2.00		\$150,149.88	\$155,428.26	\$ 305,578.14
Grand Total		\$250,249.80	\$ 259,047.10	\$509,296.90
Payments		2@ \$125,124.90	2@ \$129,523.55	

## Crew county cost payment detail

## Signatures

## 1. Purchaser

Ву	Ву
Signature	Signature
Print Name	Print Name
Title:	Title:
Date:	Date:

Ву		Ву
	_	
Signature		Signature
	-	
Print Name		Print Name
Title:		Title:
Date:		Date:

## 2. STATE AGENCY (With delegated authority)

Ву
Signature
Curtis Shanklin
Print Name
Title: Deputy Commissioner
Date:

## 3. COMMISSIONER OF ADMINISTRATION (As delegated to Materials Management Division)

Ву
Signature
Print Name
Title:
Date:

Admin ID

# **Goodhue County Land Use Management**

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning Telephone: 651.385.3104 Fax: 651.385.3106



County Surveyor / Recorder

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To:County BoardFrom:Land Use ManagementMeeting Date:May 4, 2021Report date:April 26, 2021

# <u>PUBLIC HEARING: Request for Text Amendment to Article 20 Section 7 (Table of Uses) and Article 21 (Agriculture Protection District)</u>

Request, submitted by Trisha Studer (Applicant), to consider proposed text amendment to the Goodhue County Zoning Ordinance to allow "Retreat Centers" as a Conditional/Interim Use in the A1 (Agriculture Protection) District.

## **Attachments:**

Application and Submitted Narrative Article 20 "Table of Uses" A-1 District and Retreat Center Zoning Ordinance Language April 19, 2021 DRAFT Planning Commission Meeting Minutes <u>Goodhue County Zoning Ordinance</u>

## Summary:

The Applicant, Trisha Studer, has submitted a Zoning Ordinance Text Amendment request to modify Goodhue County Zoning Ordinance language to allow "Retreat Centers" as a Conditional/Interim Use in the A1 District. "Retreat Centers" are a defined use within the Zoning Ordinance and are identified as a Conditional/Interim use within the A2 (General Agriculture) and A3 (Urban Fringe) Districts.

Retreat Centers were added to the Goodhue County Zoning Ordinance as a Conditional/Interim use in the A2 and A3 Districts in 2006. At that time, the County Board and Planning Commission held extensive discussions and public hearings on Retreat Centers' Performance Standards and permitting procedures. In 2006 it was noted by staff that Retreat Centers were not proposed as a use in the A1 District to maintain the District for "…more intensive agricultural uses".

In 2017 the Planning Commission and County Board reviewed and revised Retreat Centers' Performance Standards and added a definition for Retreat Centers to the Zoning Ordinance. There was no discussion at that time regarding permitting the use in the A1 District.

All CUPs/IUPs require Township acknowledgement, Planning Commission review/recommendation and County Board approval. Staff reviews each CUP/IUP request and prepares a report evaluating each proposal, including an assessment of surrounding land uses and the transportation network. The Text Amendment request appears reasonable and in harmony with the Goodhue County Comprehensive Plan objectives to preserve and maintain agricultural land and uses while also supporting a diverse economy that allows for tourism-related businesses.

## PAC UPDATE:

The Planning Advisory Commission considered the Text Amendment request at their April 19, 2021 meeting. Discussion consisted of maintaining the Agricultural Protection District for intensive agricultural uses which may disrupt a Retreat Center's operations. While staff recommended approval of the Text Amendment, the PAC has recommended the County Board of Commissioners DENY the Applicant's request to allow Retreat Centers as a Conditional/Interim Use in the A-1

District to maintain prime agriculture land for intensive agricultural operations noting that Retreat Centers are Conditional/Interim Uses in A2 and A3 Districts.

Staff has provided the definitions for Retreat Centers and Educational Farm Retreats and will bring these definitions to the Planning Commission at their May 2021 meeting. Educational Farm Retreats are a Conditional/Interim Use in the A1 District and are permitted within owner-occupied dwellings on operating farms. A Retreat Center is not an owner-occupied structure and is not considered a permanent dwelling. Activities at a Retreat Center may occur during a single day or may be overnight stays lasting no longer than two weeks.

## PAC Recommendation:

The Planning Advisory Commission recommends the County Board

- Adopt the staff report into the record;
- Accept the testimony, exhibits, and other evidence presented into the record; and

**DENY** the Applicant's text amendment request for Retreat Centers to be included in the A1, Agriculture Protection District, as a Conditional/Interim Use in order to preserve the A1 District for intensive agriculture operations and direct Retreat Centers to A2 or A3 Districts.

Alternatively, the County Board could approve staff's original recommendation to the Applicant's text amendment request:

## **Staff Recommendation 1:**

LUM Staff recommends the County Board of Commissioners

- adopt the staff report into the record;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

**APPROVE** the Applicant's text amendment request for Retreat Centers to be included in the A1, Agriculture Protection District, as a Conditional/Interim Use.

## Staff Recommendation 2:

The County Board may consider directing staff and the Planning Advisory Commission to review the differences between Educational Farm Retreats and Retreat Centers to see if the uses should be combined or if there should be other modifications.

Firefox

## RECEIVED

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Zoning	Ordinance A	Amendment
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## APPLICATION FOR Land Use Management Text Amendment

APPLICANT OR AUTHORIZED AGENT'S NAME:		
Trisha Studer		
APPLICANT'S ADDRESS	TELEPHONE	
51506 210th Avenue		
Pine Island, NN 55963	EMAIL:	
Pine Island, MN 55965		
CONTACT FOR PROJECT INFORMATION		
ADDRESS:	TELEBUIDHE	Sante as Above
ADDHE22:	TELEPHONE	
	EMAIL:	
	and the second sec	
Amendment to Subdivision Ordinance Article:	, Section:	
<ul> <li>Amendment to Subdivision Ordinance Article:</li> <li>Amendment to Zoning Ordinance Article:</li> </ul>	Section:7	table of uses
Amendment to Zoning Ordinance Article:		
] Other:		
* emailed as a pdf 3/23/2021		

1. Stated reason for amendment(s) requested:

2. Compatibility of proposed ordinance amendment(s) with the Goodhue County Comprehensive Plan:

**3.** Provide proposed amended text and statements outlining any perceived effects the proposed amendment(s) may have on other areas of the Ordinance:

4. Provide any additional information that will assist the Planning Advisory Commission and the County Board in reviewing your request:

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

1. The information presented is true and correct to the best of my knowledge.

If I am unable to be present at the meeting where my request is decided, I agree to accept the Notice of Decision by USPS mail.
 Other information or applications may be required.

Signature:	tustra stude	Date: 3-23.202
Print name:	Trisha Studen	owner or authorized agent

## **Application for Text Amendment**

Applicant's Name: Trisha Studer Address: 51506 210th Avenue, Pine Island MN 55963 Phone Number: 507.513.0731 Email: trishafireflyfarm@gmail.com

- 1. **Stated reason for amendment requested:** We would like the Zoning Ordinance Table of Uses (Article 20 Section 7) to allow Retreat Centers as a Conditional Use in the A-1 Zoning District. This would give us the option of applying for a C.U.P. for a Retreat Center in the existing house on the property.
- 2. Compatibility of proposed ordinance amendment with the Goodhue County Comprehensive Plan: It is our understanding that the current zoning not allowing Retreat Centers is to protect the agricultural land. This property has no agricultural potential as it consists of woods and a building site. We plan on preserving the woods by leaving them in their natural habitat. Our proposed retreat center would only affect the actual house that is on the property.
- 3. Provide proposed amended text and statements outlining any perceived effects of the proposed amendment may have on other areas of the **Ordinance:** When considering the reasoning behind the current Zoning that does not allow for Retreat Centers, it is likely to protect agricultural land. We feel that in this situation, the property does not lend itself to any agricultural potential and we are confident that by allowing us to use the existing home for a Retreat Center, we will not be interfering with the original goal of the Ordinance. I have hosted over 65 retreats for paper crafters (scrapbookers and card-makers) in the last 10 years and can assure the board that the majority of guests will arrive to the retreat center on a Thursday/Friday where their vehicle will remain parked until they leave on Sunday/ Monday. We do not anticipate an increase in traffic around the property with the exception of a few vehicles leaving the property during their stay to go to Pine Island for groceries and/or a restaurant visit. Guests will use the driveway on the property to arrive and leave and perhaps for a few errands in Pine Island. We would also anticipate that guests may walk around the property for exercise/fresh air, but feel very confident that none of this will effect any agricultural areas that border our property.
- **4. Provide any additional information that will assist the Planning Advisory Commission and the County Board in reviewing your request:** In 2017, we (my husband and I) purchased the property at 51525 210th Avenue, which is directly across from the 51506 property. In June of 2017, we opened a retail space in the existing house that focuses on paper-crafting, DIY crafts, and seasonal gifts. We also host classes and events. We have had no issues with our business and have the support of our neighbors and community. We have also provided additional

revenue/taxes for our community over the last 4 years in amounts that I am very proud of. In the Fall of 2018 we were granted a CUP to build a retreat center on the 51525 property with complete support from the Pine Island Township. We had hoped to build our retreat center in 2020, but Covid put a halt to those plans. The property at 51506 went on the market in November of 2020 and we soon realized that this would be a perfect location for our retreat center as the amount of square footage we need is already existing and we would not need to build on the 51525 property. With the cost of building materials in the current economy, it makes much more sense to use the 51506 property (which we have owned since early March) and we feel confident that the Township would support our retreat center there as well. The proposed Retreat Center will not interfere with any of the agricultural land that borders the property. Thank you for your time and consideration.

## GOODHUE COUNTY ZONING ORDINANCE Table of Uses

Use	A-1	A-2	A-3	<b>R-1</b>	CS
Residential					
Single-Family Dwelling	Р	Р	Р	Р	Р
Two, Three, Or Four Family Dwellings	NP	NP	NP	Р	NP
Accessory Dwelling Unit (ADU) (Art. 11 § 31)	Р	Р	Р	Р	Р
Residential Accessory Buildings ≥ 7,200ft <sup>2</sup> (Art. 11 § 6)	C/I	C/I	C/I	NP	C/I
Mobile Home Park (Art. 16)	NP	NP	NP	C/I	NP
Agricultural					
Feedlots (Art.13)					
New Feedlot (Art.13)	Р	Р	NP	NP	NP
New Feedlot outside of Farmyard (Art.13)	C/I	C/I	NP	NP	NP
Feedlot expansion up to ≤ 100 Animal Units (Art.13)	P	P	Р	NP	NP
Feedlot expansion to ≥ 300 Animal Units (Art.13)	Р	C/I	NP	NP	NP
Feedlot expansion to ≥ 500 Animal Units (Art.13)	C/I	C/I	NP	NP	NP
Animal waste storage structure ≥ 500,000 gallons (lagoon system, earthen basin, or associated					
structure [pit]) (Art.13)	C/I	C/I	C/I	NP	NP
Agricultural Operations (including tree farms) (Art.11 § 24)	Р	Р	Р	NP	Р
Farm Market/On-farm market/Roadside Stand < $2400$ ft <sup>2</sup> (Art. 11 § 29)	P	P	P	NP	NP
Farm Market/On-farm market/Roadside Stand > $2400$ ft <sup>2</sup> (Art. 11 § 29)	C/I	C/I	C/I	NP	NP
Plant Nurseries & Sales	P	P	P	NP	NP
Farm Wineries < 10,000ft <sup>2</sup> (Art. 11 § 27)	P	Р	P	NP	NP
Farm Wineries > 10,000 $ft^2$ (Art. 11 § 27)	C/I	C/I	C/I	NP	NP
Temporary/Seasonal Off-Site Roadside Produce Stands	C/I	C/I	NP	NP	C/I
Education Farm Retreat (Art. 11 § 14)	C/I	C/I	C/I	NP	NP
Non-Agricutlural Uses Associated W/Agritourism (Art. 11 § 30)	C/I	C/I	C/I	NP	NP
1 Animal Unit per acre on a minimum 1-acre parcel				Ι	
Agricultural Tourism Accessory Uses (Art. 11 § 28) (including, but not limited to, barn dances, corn			_		
mazes, gift shops, petting farms, sleigh/hay rides, vineyard harvest festivals)	Р	Р	Р	NP	NP
Commercial					
Home Businesses - Tier 1 (Art.11 § 12)	Р	Р	Р	Р	Р
Home Businesses - Tier 2 (Art.11 § 12)	P	P	P	Ī	Ī
Home Businesses - Tier 3 (Art.11 § 12)	Ī	Ī	Ī	NP	NP
Commercial Kennel/Raising of fur-bearing animals (Art.11 § 26)	C/I	C/I	C/I <sup>bc</sup>	NP	NP
Commercial/Industrial Uses primarily intended to serve Ag. Community	C/I	C/I	C/I <sup>bc</sup>	NP	NP
Boarding or Rooming Houses as an accessory use	C/I	C/I	C/I <sup>bc</sup>	C/I	NP
Bed and Breakfast Inn (Art.11 § 13)	C/I	C/I	C/I <sup>bc</sup>	C/I C/I	NP
Contractors Yard (Art.11 § 33)	C/I	C/I	C/I	NP	NP
Veterinary Clinic	C/I	C/I	NP	NP	NP
Industrial					
Mining, Quarrying, Excavating/Filling (Art.14)	Р	Р	NP	NP	NP
Junk/Salvage Reclamation Yard (Art.11 § 10)	C/I	C/I	NP	NP	NP
a. Accessory buildings > $500$ f <sup>2</sup> shall be $\ge 100$ f from any lot line and $\ge 200$ f from the nea b. Any mining, excavating, or filling of land for these uses shall be by conditional u			111	111	111

c. Accessory structures and uses customarily incidental to this use shall be by conditional use (Art.23 § 3 subd. 11) KEY: P = PERMITTED NP = NOT PERMITTED C = CONDITIONAL USE PERMIT I = INTERIM USE PERMIT

## GOODHUE COUNTY ZONING ORDINANCE Table of Uses

Use	<b>A-1</b>	A-2	A-3	<b>R-1</b>	CS
Recreational					
Public Stable	C/I	C/I	C/I	NP	NP
Park/Recreational Area (operated by a governmental agency)	C/I	C/I	C/I <sup>bc</sup>	NP	NP
Park/Recreational Area	ŃP	ŃP	NP	C/I	C/I
Hunting Club/Shooting Preserve	C/I	C/I	NP	NP	NP
Campground &/or RV Site (Art.16 § 7)	C/I	C/I	C/I	NP	NP
Park Manager's Residence (1 per campground/RV park w/ ≥ 30 campsites)	NP	C/I	C/I	NP	NP
Commercial Outdoor Recreation Facilities (including, but not limited to, Golf Courses/Driving Ranges,	0/7		abc	NTD	NTR
Tennis Courts, Skiing, Swimming Pools, Park Facilities)	C/I	C/I	C/I <sup>abc</sup>	NP	NP
Commercial Outdoor Recreation Health Facilities	NP	C/I	NP	NP	NP
Commercial Outdoor Recreation Storage Structure (size & location to be approved by the Planning			ha		
Advisory Commission)	NP	NP	C/I <sup>bc</sup>	NP	NP
Retreat Centers (Art.11 § 25)	<del>NP</del> C/I	C/I	C/I	NP	NP
Institutional					
Community Building	C/I	C/I	C/I <sup>bc</sup>	C/I	C/I <sup>bc</sup>
Church	C/I	C/I	C/I <sup>bc</sup>	C/I	C/I <sup>bc</sup>
Cemetery	C/I	C/I	C/I <sup>bc</sup>	NP	NP
Memorial Garden	C/I	C/I	NP	NP	NP
Public School	C/I	C/I	C/I <sup>bc</sup>	C/I	NP
Private School	C/I	C/I	C/I <sup>bc</sup>	ŃP	NP
Nursery School	C/I	C/I	C/I <sup>bc</sup>	NP	NP
Funeral Home	NP	NP	C/I <sup>bc</sup>	NP	NP
Hospital, Sanitarium, Philanthropic/Eleemosynary Institutions (except correctional institutions, animal	NP	NP	c (rbc	NP	NP
hospitals)	NP	NP	C/I <sup>bc</sup>	NP	NP
Miscellaneous					
WECS (Non-Commercial Micro) (Art. 18)	Р	Р	Р	Р	Р
WECS (Non-Commercial) (Art. 18)	Р	Р	C/I	NP	NP
WECS (Commercial) (Art. 18)	C/I	C/I	NP	NP	NP
WECS (Meteorological Tower) (Art. 18)	P	P	C/I	NP	NP
SES (Utility Scale) (Art. 19)	C/I	C/I	C/I	NP	NP
SES (Commercial Scale) (Art. 19)	Р	Р	P	Р	Р
SES (Residential Scale) (Art. 19)	Р	Р	P	Р	Р
Aircraft Landing Fields & Facilities	C/I	C/I	NP	NP	NP
Sanitary Landfills/Sewage Disposal Works	C/I	NP	NP	NP	NP
Non-agricultural Lagoons (In accordance w/ MPCA regulations)	C/I	NP	NP	NP	NP
Migratory Labor Camp	C/I	C/I	NP	NP	NP
Commercial Radio Towers/TV Towers/Transmitters	C/I	C/I	C/I	NP	C/I

KEY: P = PERMITTED NP = NOT PERMITTED C = CONDITIONAL USE PERMIT I = INTERIM USE PERMIT

**RETREAT CENTER.** A private facility or facilities oriented to using the natural features and outdoor character of the area to offer professional, educational, recreational or religious meetings, seminars, workshops, or gatherings which may provide meals, temporary lodging, and passive recreation for visitors and may include multiple related uses managed as one operation.

**RIGHT-OF-WAY.** A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, and other similar uses.

**RIGHT-OF-WAY LINES.** The lines that form the boundaries of a right-of-way.

**ROTOR.** See Article 18 (WECS)

ROTOR BLADES. See Article 18 (WECS)

ROTOR DIAMETER. See Article 18 (WECS)

**SCREENED.** When a structure is built or placed on a lot or vegetation is planted such that when the structure is built, it is visually inconspicuous as viewed from the river during the summer months. Visually inconspicuous means difficult to see or not readily noticeable in summer months as viewed from the river.

**SENSITIVE AREAS.** Shoreland, Floodplains, wetlands, bluff impact zones, bluff protection areas, and the Cannon River Recreational and Scenic Districts.

**SETBACK.** The minimum horizontal distance between a structure or sewage treatment system and the ordinary high water level or between a structure or sewage treatment system, toe or top of a bluff, bluffline, road, highway or property line.

SES (SOLAR ENERGY SYSTEM). See Article 19 (SES)

**SES, GRID-INERTIE.** See Article 19 (SES)

SES, GROUND MOUNTED. See Article 19 (SES)

**SES, COMMERCIAL.** See Article 19 (SES)

**SES, OFF-GRID.** See Article 19 (SES)

SES, RESIDENTIAL. See Article 19 (SES)

SES, UTILITY SCALE. See Article 19 (SES)

SES, UTILITY-SCALED. See Article 19 (SES)

**SEWAGE TREATMENT SYSTEM.** A septic tank and soil absorption system or other individual or cluster type sewage treatment system as described and regulated in Section 5.8 of this Ordinance.

**SEWER SYSTEM.** Pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

**SHORELAND.** Land located within the following distances from public waters: 1) One thousand (1,000) feet from the ordinary high water level of a lake, pond, or flowage; and 2) three hundred (300) feet from a river or stream or the landward extension of a floodplain designated by this Ordinance on such a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by natural topographic divides which may extend landward from the waters for lesser distances and when approved by the Commissioner of the Department of Natural Resources, and the County Commissioners.

- Subd. 3. **AGRICULTURAL OPERATION NOT A NUISANCE.** An agricultural operation which continues without interruption or change shall not become a private nuisance if the operation was not a nuisance at its established date of operation. The provisions of this subdivision do not apply:
  - A. To a condition or injury which results from the negligent or improper operation of an agricultural operation or from operations contrary to commonly accepted agricultural practices.
  - B. To applicable State or local laws, ordinances, rules or permits.
  - C. When an agricultural operation causes injury or direct threat or injury to the health or safety of any person.
  - D. To the pollution of, or change in the condition of, waters of the State or the water flow of waters on the lands of any person;
  - E. To an animal feedlot facility of one thousand (1,000) or more animal units.

## SECTION 25. RETREAT CENTERS

- Subd. 1. The following standards shall apply to all Retreat Centers:
  - A. A proposed schedule of events and any proposed special events, which consist of any events not part of the normal operating schedule.
  - B. Contact information for caretaker(s) on duty and on site and the times they are present.
  - C. Provide a general floor plan indicating the units to be used for the retreat center (in which the public may have access).
  - D. Maps identifying property limits shall be provided to guests.
  - E. The PAC may require installation of property boundary indicator signs along property boundary lines in accordance with Goodhue County Ordinance Sign regulations.
  - F. Retreat units shall not be converted into permanent dwelling units, unless an application is approved showing that the units meet the requirements of the Zoning Ordinance, Building Code, and Environmental Health regulations.
  - G. The maximum stay of the occupants shall not exceed two weeks, unless otherwise established by the IUP/CUP.
  - H. Allow periodic inspections by the Land Use Management Department, Environmental Health Department, and Fire Marshall.
  - I. Any existing buildings in which the public may have access shall obtain all applicable Building Code approvals prior to being utilized as part of a Retreat Center.
  - J. Proof of liability insurance for the structures, property, occupants, visitors, and events shall be maintained.
  - K. Adequate off-street parking shall be provided.
  - L. Maximum capacity shall not exceed 50 guests.

M. Proof of a compliant septic system shall be required as part of the application.

## SECTION 26. KENNELS

- Subd. 1. Application and standards. In addition to the other requirements, the application for conditional use permit shall be accompanied by 25 copies of the plans, which indicate or address the following:
  - A. The stated purpose for the kennel;
  - B. The species and maximum number of animals that will be at the site (include all animals over the age of 28 weeks on the property);
  - C. All animals at the property must have current vaccinations. Records need to be kept on-site, or at an identified veterinarian office, and produced immediately upon request;
  - D. Location and size of all existing and proposed physical improvements such as buildings, landscaping, parking areas, etc.;
  - E. Location of existing or proposed indoor/outdoor runs;
  - F. Plans for sanitary sewage disposal, water systems (natural or manmade), and utilities servicing the site;
  - G. Show the existing and proposed surface drainage;
  - H. Existing or proposed location for overhead lighting;
  - I. Location and width of all streets abutting the site;
  - J. The kennel facility must have proper heating, cooling, ventilation and lighting:
    - 1. Confinement areas must be maintained at a temperature suitable for the animal involved.
    - 2. An indoor confinement area must be ventilated. Drafts, odors, and moisture condensation must be minimized. Auxiliary ventilation, such as exhaust fans, vents, and air conditioning, must be used when the ambient temperature rises to a level that may endanger the health of the animal.
    - 3. An indoor confinement area must have at least eight hours of illumination sufficient to permit routine inspection and cleaning.
  - K. The kennel construction material must be impervious to water and odor and easily cleanable;
  - L. A manure management plan describing manure pick up and disposal;
  - M. All structures shall require a building permit;
  - N. Existing buildings used as any part of the kennel (in which the public may have access) must pass building code inspections prior to it being utilized by the kennel;
  - O. Any licenses or permits required by Environmental Health including but not limited to: water supply and septic systems.

dwelling shall be allowed to become permanent, nor shall it give rise to a right to create a separate building site.

**DWELLING, REPLACEMENT SITE.** A site currently occupied by a legally established existing dwelling, whether habitable or uninhabitable, that may be continued as a dwelling site, regardless of the maximum density standard of the applicable zoning district.

**EDUCATIONAL FARM RETREAT.** An educational farm retreat shall be construed to mean any dwelling occupied in such a manner that certain rooms in excess of those used by members of the family, as herein provided, and occupied as a home or family unit, are rented with cooking facilities, to the public for compensation and catering primarily to the traveling public. The purpose of the Educational Farm Retreat is to provide a lodging experience that provides an opportunity for guests to learn about the operations of a working farm.

**EDUCATIONAL FARM RETREAT UNIT.** Educational farm retreat room in a grouping to include not more than two bedrooms, kitchen or kitchenette, and bathroom.

**EQUAL DEGREE OF ENCROACHMENT.** A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

**EMPLOYEE, NON-RESIDENT.** Persons employed by a home business not residing within the principal dwelling.

**ESSENTIAL SERVICES.** These uses include poles, towers, telephone booths, wires, cables, conduits, vaults, pipes, mains, pipelines, laterals, stations, substations or other associated or similar transmitting distributing or regulating facilities of a public utility.

**EXCAVATION.** See Article 14 (Mineral Extraction)

**EXTRACTIVE USE.** The use of land for surface or sub-subsurface removal of sand, gravel, rock, industrial minerals, other non-metallic minerals, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51.

FAA. See Article 17 (WCF)

FALL ZONE. See Article 18 (WECS)

FCC. See Article 17 (WCF)

**FAMILY.** A family is any number of persons living together in a room or rooms comprising of single housekeeping unit and related by blood, marriage, adoption, or any unrelated person who resides therein as though a member of the family including the domestic employees thereof. Any group of persons not so related but inhabiting a single house, shall for the purpose of this Ordinance, be considered to constitute one family for each five (5) persons, exclusive of domestic employees, contained in each such group.

**FARM.** Real estate consisting of at least forty (40) acres with a minimum of at least twenty (20) acres cropland. Smaller acreage shall qualify as a farm if at least fifty (50) percent of the total net family income of the owner is derived from agricultural production in the preceding two tax years.

A. A tree farm would qualify if registered with the State of Minnesota and has forty (40) acres of tree coverage.

**FARM MARKET/ON-FARM MARKET/ROADSIDE STAND**. Means the sale of agricultural products or value-added agricultural products directly to the
# **SECTION 14. EDUCATIONAL FARM RETREAT**

Conditionally permitted in A-1, A-2, and A-3. The following standards shall apply to all Educational Farm Retreat:

- Subd. 1. They must be part of an owner occupied single family dwelling.
- Subd. 2. Maximum length of stay for guests shall be limited to two weeks.
- Subd. 3. No more than two Educational Farm Retreat units shall be permitted per property.
- Subd. 4. That Educational Farm Retreat units may not be converted into permanent dwelling units.
- Subd. 5. Owner must show proof of liability insurance.
- Subd. 6. An annual inspection by the Fire Marshall and Public Health Services must be performed.
- Subd. 7. The property must have adequate parking.
- Subd. 8. The farm owner/operator must provide an educational and interpretive program to educate guests on the farm operations.

# SECTION 15. OFF-STREET LOADING AND UNLOADING REQUIREMENTS

On the premises with every building, structure or part thereof, erected and occupied for manufacturing, storage, shopping center, laundry or other uses similarly involving receipt or distribution of vehicles or materials or merchandise, there shall be provided and maintained on the site adequate space for the required number of ten (10) foot by twenty-five (25) foot berths.

- Subd. 1. For Educational and Religious Uses. One (1) berth for each building containing ten thousand (10,000) square feet of gross floor area to two hundred thousand (200,000) square feet of gross floor area, plus one/each additional two hundred thousand (200,000) square feet of gross floor area.
- Subd. 2. For Health and Medical Institutions. One (1) berth for each building containing ten thousand (10,000) square feet to one hundred thousand (100,000) square feet plus one/each additional one hundred thousand (100,000) square feet.
- Subd. 3. Commercial. One (1) berth for each building containing forty thousand (40,000) square feet.
- Subd. 4. Industrial. One (1) berth for each building containing forty thousand (40,000) square feet. Two (2) berths each building containing forty thousand (40,000) square feet to one hundred thousand (100,000) square feet.

# SECTION 16. OFF-STREET PARKING REQUIREMENTS

In all zoning districts, off-street parking facilities for the storage of self-propelled motor vehicles for the use of occupants, employees, and patrons of the buildings or structures hereafter erected, altered or extended after the effective date of this Ordinance shall be provided and maintained as herein prescribed.

Subd. 1. In the case of a use not specifically mentioned, the requirements for off-street parking facilities for a use which is so mentioned and which said use is similar, shall apply.

# **Goodhue County Land Use Management**

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning Telephone: 651.385.3104 Fax: 651.385.3106



County Surveyor / Recorder

Environmental Health | Land Surveying | GIS Telephone: 651.385.3223 Fax: 651.385.3098

To: County Board From: Land Use Management Meeting Date: May 4, 2021 Report date: April 27, 2021

#### <u>CONSIDER: CUP Request for Feedlot Expansion and Construction of an Animal Waste</u> <u>Processing Facility (Voth)</u>

Request, submitted by Bradley Voth (Owner/Operator), for an estimated 219 Animal Unit expansion of an existing 770 Animal Unit dairy Feedlot and construction of an animal waste processing facility for manure separation.

#### **Application Information:**

Applicant: Bradley Voth (owner/operator) Address of zoning request: 22695 CTY 9 BLVD, Goodhue, MN 55027 Parcel(s): 33.023.0500 Abbreviated Legal: The S ½ of the SE ¼ of Section 23 TWP 111 Range 15 in Goodhue Township Zoning District: A1 (Agriculture Protection District)

#### Attachments and links:

Application and submitted project summary (excerpt of submitted materials; full submittal available from LUM Department upon request) April 19, 2021 DRAFT Planning Commission Meeting Minutes Site Map(s) Feedlot Officer Odor OFFSET calculations (Kelsey Petit) Existing CUP: 13-CU05 Goodhue County Zoning Ordinance (GCZO): http://www.co.goodhue.mn.us/DocumentCenter/View/2428

#### **Background:**

The Applicant is requesting to amend their existing CUP (13-CU05) to construct a 128ft x 130ft free stall barn addition and a 70ft x 120ft manure processing facility. The planned expansion and processing facility will allow the family farming operation to increase labor and operational efficiencies as well as improve on-site manure management.

The 219 Animal Unit expansion occurred on the property sometime between 2016 and 2021 therefore, the request for Animal Unit expansion is an after-the-fact request. The additional 218 head of cattle has expanded the operation to an aggregate total of 989 Animal Units. The proposed free stall barn addition would house cattle already on the property.

The Applicant is also proposing to construct a 70ft x 120ft manure processing facility to separate manure from used bedding to create a recycled bedding product. This product would be used for the animals on-site.

The Goodhue County Zoning Ordinance (GCZO) requires CUP approval for all Feedlots exceeding 500 Animal Units in the A1 District and any proposed structures for the treatment of animal wastes.

#### **Goodhue County Zoning Ordinance: Article 4 Conditional/Interim Uses**

No CUP/IUP shall be recommended by the County Planning Commission unless said Commission specifies facts in their findings for each case which establish the proposed CUP/IUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, will not

substantially diminish and impair property values within the immediate vicinity, will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area, that adequate measures have been, or will be, taken to provide utilities, access roads, drainage, and other necessary facilities, to provide sufficient off-street parking and loading space, to control offensive odor, fumes, dust, noise, and vibration so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

#### **Project Summary:**

#### **Property Information:**

- The 80-acre property includes a dwelling, a registered feedlot, and tilled cropland.
- The parcel and all adjacent properties are zoned A1. Surrounding land uses are primarily agricultural (feedlots and row-crop agriculture). The immediate area has a low density of residential uses.
- Site access is via a "U-shaped" crushed aggregate driveway located off County 9 BLVD (blacktop surface) on the south side of the property. Emergency vehicle access appears adequate to service the property.

#### **Feedlot Facilities:**

The Applicant is proposing to construct a 128ft x 130ft free stall barn addition. There are 6
existing cattle barns that were permitted with the previous CUP approval. Additional facilities
include feed and grain storage silos and bunkers, supply sheds and utility buildings, manure
lagoon (4.8 million gallon capacity) and earthen manure storage areas.

#### Animal Units/Setbacks:

 The Applicant is requesting after-the-fact approval to add 218 head of cattle, producing a total of 989 Animal Units as shown below (new Animal Units shown in red). The numbers crossed out below are from the Applicant's 2013 Feedlot Conditional Use Permit application which was approved for an aggregate of 770 Animal Units. The operation is currently registered with the County Feedlot Officer for 950.4 Animal Units.

Animal Type	A.U. Factor	# of Animals	Animal Units
One mature cow (whether milked or dry)		•	
over 1,000 lbs.	1.4	<del>529</del> 694	<del>740.6</del> 971.6
under 1,000 lbs.	1.0		
one Heifer	0.7	13	9.1
one Calf	0.2	0.2 40	
	Tot	al Animal Units	<del>740.6</del> 988.7

- New construction on existing Feedlots is required to meet a 91% Odor Annoyance-Free Rating distance (as determined by the Odor OFFSET Evaluation Model) to existing dwellings.

The nearest dwelling is approximately 1,005 feet east of the proposed free stall barn addition and approximately 1,300 feet east of the proposed manure processing facility (Philip Evers).

The proposed free stall barn and manure processing facility meet all Odor Annoyance-Free Rating distance requirements.

- The Feedlot expansion is 1.75 miles east of the City of Goodhue. The City of Goodhue does not require a 99% Odor Annoyance-Free Rating distance for new construction on existing feedlots as other municipalities in the County do.
- There are currently 6 dwellings located in section 23. As an A1 zone, a maximum of 4 dwellings are allowed in the section so there is no more dwelling density available in the section. The sections to the north, south, east and west are also "full" A1 zoned sections. New dwellings cannot be located within 1,000-feet or 94% Odor Annoyance-Free Rating distance (as determined by the Odor OFFSET Evaluation Model) to existing Feedlot operations.

• The proposed Feedlot expansion is sited to comply with all other setback standards of the GCZO including property lines, wells, septic systems, Shoreland, Floodplains, sinkholes, and Blufflands. The site is not located within an abandoned quarry.

#### **Drainage/Landscaping:**

- The site has relatively limited topographic relief with slopes ranging from 2-6% in the project areas. The landscape drains generally towards the northwest towards an existing waterway.
- A National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan (SWPPP) will be required for the project. Under the NPDES permit, the facility will be required to comply with the federal effluent limitations, which includes providing containment of all manure, litter, and process wastewater for up to a 25-year, 24-hour rainfall event.
- Goodhue County Soil and Water Conservation District Technician/Water Planner Beau Kennedy reviewed the Applicant's submittal and the following is a summary of his comments:

The building [manure processing facility] is proposed immediately west of the manure storage lagoon and appears like it will avoid the waterway completely. If their plans change I'd recommend maintaining the width, depth, seed and mulch etc.

#### Nutrient/Waste Management:

- There is an existing 4.8 million gallon earthen manure storage lagoon on-site with approximately 8 months of storage capacity. This lagoon is located within the Odor-Annoyance Free Rating distance from neighboring dwellings. The Applicant is aware that any increases to the capacity of the lagoon would require a variance application. There are also 3 barns with manure pack storage capacity ranging from 2 to 4 months on-site.
- The proposed manure processing facility could separate manure from used bedding which can be washed and extracted to produce soft bedding or the facility could reuse separated sand bedding. The process will result in less manure needing to be stored in the lagoon on-site.

The manure processing facility and barn addition are being designed by MSA Professional Services, a licensed engineering firm.

- The Applicant has an existing manure management plan that will be updated to address the addition and manure processing facility.
- An Emergency Response Plan is required as part of an NPDES permit submittal.
- An Animal Mortality Plan will be completed with the Applicant's NPDES permit.

#### **County Feedlot Officer Comments:**

Goodhue County Feedlot Officer Kelsey Petit reviewed the Application and provided the following comments:

With the manure management planner Voth's displayed, if practiced correctly Voths will take all protective measures to meet state and county requirements to provide sufficient protection of water resources. The manure management planner if used appropriately meets all of the nutrient necessities to ensure they utilize the nutrients properly and meet the requirements of Goodhue County. In addition, Voths have land application spreading agreements with a number of people in the area.

The proposed manure processing facility separates the manure from the used bedding. One process is to produce a soft odorless bedding that used to be manure and the other process is to recycle and safely reuse the separated sand bedding. Both processes are sustainable and re-use the recycled product to reduce the amount of manure stored in the lagoon.

#### **Township Information:**

 Goodhue Township endorsed acknowledgement of the Freestall and Manure Separator buildings. No specific comments or conditions were noted on the application.

#### PAC Discussion and Staff Updates:

• The original application for Feedlot expansion included a phased growth plan of the Feedlot operation to the year 2032. Staff only presented phases 1 and 2 to the PAC as proper engineering,

manure management plans and MPCA approval was not provided for future phases. The Planning Commission elected to recommend approval of the staff prepared item for phases 1 and 2 which was submitted with all appropriate information for the freestall barn and manure processing facility, and was consistent with the Township approval.

Staff held a discussion with the Voths and their engineer Andrew Skwor, Kelsey Petit and MPCA representative Mark Gernes after the meeting. Mr. Gernes explained the MPCA permitting process and that feedlot expansions over 1000 animal units within a 3 year period (3 years previous and 3 years forward) must complete an Environmental Assessment Worksheet (EAW). County staff noted that the County Zoning Ordinance requires any projects that require an EAW must obtain EAW approval prior to applying with the County. The Voths subsequently withdrew the pages of their application which contained the phased expansions above what was presented to the Planning Advisory Commission and a revised application is submitted for County Board review.

#### PAC Findings of Fact:

- 1. The proposed Feedlot expansion and manure processing facility does not appear injurious to the use and enjoyment of properties in the immediate vicinity for uses already permitted, nor would it substantially diminish and impair property values in the immediate vicinity. The use is located in an A1 (Agriculture Protection District) zone which was intended to allow for large-scale farming operations. There is also low residential density in the surrounding area which limits the potential for future land-use conflicts. The proposal appears harmonious with the established uses in the vicinity which include primarily cropland and animal agriculture operations.
- 2. The Feedlot expansion and manure processing facility are not anticipated to impede the normal and orderly development or improvement of surrounding vacant property for uses predominant to the area. The proposal meets or exceeds all setback and development standards of the Goodhue County Zoning Ordinance and appears compatible with adjacent land uses. The site is currently at the requested 989 AU capacity.
- 3. A review of the Applicant's submitted project summary indicates adequate utilities, access roads, drainage, and other necessary facilities are available to accommodate the proposed use.
- 4. The submitted plans identify means to provide sufficient off-street parking and loading space to serve the proposed use and meet the Goodhue County Zoning Ordinance's parking requirements.
- 5. The submitted plans detail adequate measures to prevent or control offensive odor, fumes, dust, noise, and vibration so that none of these will constitute a nuisance. The Applicant's plans also appear capable of controlling lights in such a manner that no disturbance to neighboring properties will result.

#### Planning Commission Recommendation:

The Planning Advisory Commission recommends the County Board

- adopt the staff report into the record;
- adopt the findings of fact;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

Recommend the County Board of Commissioners **APPROVE** the request for CUP amendment, submitted by Bradley Voth (Owner/Operator), to expand an existing dairy Feedlot to an aggregate 989 Animal Units and allow the construction of a manure processing facility. Subject to the following conditions:

- 1. The Feedlot shall be constructed according to submitted plans, specifications, and narrative unless modified by a condition of this CUP;
- 2. Applicant shall obtain Building Permit approvals from the Goodhue County Land Use Management Department prior to establishing the use;
- 3. Compliance with Goodhue County Zoning Ordinance including, but not limited to, Article 21 (Agriculture Protection District) and Article 13 (Confined Feedlot Regulations);
- 4. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations.

# MSA Memo

To:Goodhue CountyFrom:MSA Professional ServicesSubject:Application for CUP and Variance: Voth DairyDate:March 24, 2021 (rev Apr 26,2021)

Parcel Number: 330230500 Property Address: 22695 COUNTY 9 BLVD Class: AG DWELLING Tax District: GOODHUE TWP 253 Zoning: A1 Acres: 160.0 Owner Name: BRADLEY W VOTH Sec-Twp-Rng: 23-111-015 Brief Legal Description: Sect-23 Twp-111 Range-015 160.00 AC DOC# 562682 SE1/4 SEC 23-111-15 3.2AC M OR L HWY EASE ID# 33-0000-18600

**Conditional Use Permit**- The request is for an amendment to an existing conditional use permit for a feedlot over 500 animal units in the A-1 Agricultural Protection District.

Attachments and links: Application and project summary Site Map(s) Existing CUP Feedlot Officer Review and Odor OFFSET calculations (Kelsey Petit) The land spreading agreements and manure management plan ASAP (and before April 19, 2021) Engineered plans for manure processing facility (70'x120') and free stall barn addition (128'x130').

Background:

The Applicants have an existing Feedlot registration and Conditional Use Permit (CUP) on their multigenerational family dairy farm. They are requesting to amend their CUP to improve operational efficiency.

The proposed facility is located on a 160 acre parcel (Section 23, Goodhue Township) which currently includes a Dairy Farm operation for up to 770 Animal Units and 4.5 million Gallon Storage pit that

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received CUP approval in May 2013 (was an existing registered/approved feedlot prior to 2013). A conditional use permit is required for "any new or expanding feedlot that meets or exceeds 500 animal units" in an A-1 zoning.\_Voth (owner/operators) are requesting an amendment to the CUP to Increase family business in phases.

CUP objective: Build a manure processing facility and freestall barn addition in 2021. Increase family business in phases over a span of multiple years.

Established in 1877, Voth Dairy is a family-owned dairy business that has been passed down by proud farmers for six generations. We employ 10 hardworking employees that help us care for our animals, assist with milking, feeding, handling, and seasonal field work.

Animal agriculture is important to global food, nutrition, and economic security. Animal manure is a valuable resource when handled responsibly. Sustainable management of animal manure requires multiprong approaches and holds several benefits both to the farmers and the public. We are excited to be implementing new sustainable animal manure management strategies and practices at Voth Dairy.



2016 storm damage: In July 2016 our farm was heavily impacted by a windstorm. Destroying our machine shed, shop, corner of our home, commodity feed storage, and hoop barn that housed our dairy cows. It took many hard-working years to build what we had so it was tough to see what the storm had done to our farm.

Thankfully, we had great help from our local community and neighbors. While we were walking our farm in shock of the damage, neighbors were pulling into our yard with their trucks with cattle trailers, excavators, skid loaders, and bringing their families to help clean up the mess and get the cows milked. Since we had lost a housing facility for our dairy cows that needed to be milked and not many construction months left in the year, we did not have much time. We simply rebuilt a mirror image of our existing free stall barn in replacement of the hoop barn to get operational again.

This year our goal is to build an on-site facility that creates a recycled product to use as bedding for our cows. To achieve this, we will use a manure processing facility that separates the manure from the used bedding. One processing method is to take advantage of the significant amount of undigested fiber that is left in the manure. The undigested fiber can be washed and extracted to produce a soft odorless bedding. Another processing method is to recycle and safely reuse the separated sand bedding. Both methods separate the liquid from the bedding product, which will be used to flush the manure out of the pipe from the freestall barn and can be continually reused. These processes not only allow us to create recycled bedding products for our cows to create high-quality milk, but also reduces the amount of manure stored in our lagoon. We are also proposing to build an addition onto our freestall barn to relocate our existing milking herd into a new facility and out of the outdated one.

As the years go on we can see continued growth and success with interest from multiple family members wanting to continue the dairy farm for generations to come. New growth allows us to remove outdated facilities with new utility efficient buildings and invest in new farm technologies. This creates a better work environment for our employees, provides a better lifestyle and comfort for our dairy cows, and improves practices like manure management.

#### Other Information:

Estimated 1000' to southwest to dwelling (land spreading agreement) Parcels: 330260300 Acres 11.9 Owner Name NORRIS THOMFORDE Address 22520 COUNTY 9 BLVD City GOODHUE

Estimated 1000' east to dwelling (registered Feedlot)

Parcels: 330240500 Acres 157.0 Owner Name PHILIP E EVERS Address 23089 COUNTY 9 BLVD City Goodhue

Estimated 1690' south east to dwelling (registered feedlot)

Parcels: 330250100 Acres 155.0 Owner Name PHILIP E EVERS Tax Address 23216 COUNTY 9 BLVD City Goodhue

Estimated 1780' west to dwelling Parcels: 330230800 Acres 4.5 Owner Name JOHN & JANICE HOLST TRUST Address 37874 COUNTY 4 BLVD City GOODHUE

Goodhue Township has signed the Zoning Application Summary Form, indicating their approval of the request.

Beau Kennedy, Water Planner, Wetland Administrator has supplied some initial direction and will receive the plans for final review in coordination with Goodhue County.

Kelsey Petit, the county feedlot officer, has supplied an 95% Odor Annoyance-Free Rating at a distance of 1000 ft. for phase one (1) and two (2) of the expansion.

Odo	re From Fo	adlate Sa	thack Estin	mation Tool		OFFSET Ver 2.0	
Ouo	15 I I UII I C	eulois de	Dack Loth			University of Minnesota	
	Farm Name	Voth D	1	1/21/2017			
Add	dress or County	Goi	odhue	Clear	All		
	Evaluator	K. Petit G	oodhue Cfo			OFFSET	
	Date	2/24/2021				Annoyance-free	4
						95%	
So	urce Edge to Nea	rest Neighbor (ft)	1000				
		Property Line (ft)	80				
		Property Line (ft)	80				
Buildi		Property Line (ft)	80	_			
-	Source Edge to	Property Line (ft) Width (ft)	80 Length (ft)	# of Similar Sources	Total Area (sqft)	Control Technology	% air treate
-	Source Edge to ing Sources ilding Type			#-of Similar Sources	Total Area (sqft) 78400	Control Technology	

MPCA permitting, MPCA Environmental Specialist Mark Gernes: If/when the operation exceeds 1000 Animal units, the registration, permitting, and inspections will be primarily handled by the MPCA. Under the NPDES permit, the Farm will be required to comply with the federal effluent limitations, which include the requirement that the feedlot be designed and operated to contain all manure, litter, and process wastewater including the runoff and direct precipitation from a 25-year, 24-hour rainfall event. The permit will contain requirements, conditions, or schedules for achieving compliance with discharge standards and requirements, management of animal manure, and construction and operation of animal holding areas and manure storage areas. An Emergency Response Plan and a manure management plan are required as part of an NPDES permit submittal.

The proposal includes:

e	1 2021: Increase Ani	mai Units to 989	AU,
		2021 HERD SIZE	2021 AU'S
	Milking Cows	660	924
	Dry Cows	34	47.6
	Springing Heifers	13	9.1
	Calves	40	8.0
	TOTALS		988.7

1. Phase 1 2021: Increase Animal Units to 989 AU,

2. Phase 2 2021: Build a manure processing facility (70'x120') and Free stall barn addition (128'x130') with coordination with SWCD for site design.



Conditional use permit:

#### **PROJECT SUMMARY**

- 1. Description of purpose and planned scope of operations (including retail/wholesale activities). Continue to be a successful Family run Dairy Operation
- 2. Planned use of existing buildings and proposed new structures associated with the proposal. New Barn for dry and milking cows and manure storage
- 3. Proposed number of non-resident employees. Estimated 15-20 non-family employees from the community
- 4. The operation with continue operating as it has for the past 150+ years; estimated hours of operation are predominantly to be 4:00AM-6:30 PM daily.
- 5. Planned maximum capacity/occupancy. See site plan
- 6. Traffic generation and congestion, loading and unloading areas, and site access. Traffic generally exits the site to County Blvd 9, see site plan
- 7. Off-street parking provisions (number of spaces, location, and surface materials). See site plan
- Proposed solid waste disposal provisions. See site plan
- 9. Proposed sanitary sewage disposal systems, potable water systems, and utility services. See site plan
- 10. Existing and proposed exterior lighting.
- See site plan
- 11. Existing and proposed exterior signage.

Any future signs will be in conformance with Goodhue County Sign Ordinance standards, see site plan.

- 12. Existing and proposed exterior storage. See site plan
- 13. Proposed safety and security measures.
  - Emergency Management Plans are regularly updated
- 14. Adequacy of accessibility for emergency services to the site.Any emergency service vehicles has full and easy access to all structures on the site
- 15. Potential for generation of noise, odor, or dust and proposed mitigation measures. The farm will follow all MPCA rules and guidelines and will have completed a NPDES permit.
- 16. Anticipated landscaping, grading, excavation, filling, and vegetation removal activities. The farm will follow all MPCA rules and guidelines and will have completed a NPDES permit. Site will be excavated per engineering plans included in the Storm Water Pollution Prevention Plan as a part of the NPDES permitting by the MPCA.
- 17. Existing and proposed surface-water drainage provisions. See map and will be addressed through the construction plans.
- 18. Description of food and liquor preparation, serving, and handling provisions. None
- 19. Provide any other such information you feel is essential to the review of your proposal:

- The proposed Feedlot and manure storage expansion does not appear injurious to the use and enjoyment of properties in the immediate vicinity for uses already permitted, nor would it substantially diminish and impair property values in the immediate vicinity. The use is located in an A1 (Agriculture Protection) zone which was intended to allow for large-scale farming operations. There is also very low residential density in the surrounding area which limits the potential for future land-use conflicts. The proposal appears harmonious with the established uses in the vicinity which include primarily cropland and animal agriculture operations.
- A number of the closest neighboring property owners and dwelling have manure spreading agreement with Voth Dairy.
- The Feedlot expansion and liquid manure storage pits are not anticipated to impede the normal and orderly development or improvement of surrounding vacant property for uses predominant to the area. The first phase of proposal meets or exceeds all setback and development standards of the Goodhue County Zoning Ordinance and appears compatible with adjacent land uses. Possible additional phases of the expansion of manure storage exceed the 91% Odor Annoyance-Free Rating distance to minimize odor or fume impacts to non-related surrounding landowners and a request has been made for a variance to Goodhue County's Odor offset limit of 91%.
- The project utilities, access roads, drainage, and other necessary facilities are available to accommodate the proposed use.
- The submitted plans identify means to provide sufficient off-street parking and loading space to serve the proposed use and meet the Goodhue County Zoning Ordinance's parking requirements.
- The submitted plans detail adequate measures to prevent or control offensive odor, fumes, dust, noise, and vibration so that none of these will constitute a nuisance. The applicant's plans also appear capable of controlling lights in such a manner that no disturbance to neighboring properties will result.

**Request for Variance**, submitted by Voth Dairy, to Article 13 (Confined Feedlot Regulations) setback standards to allow an expansion of an existing feedlot to be within 91% odor annoyance-free rating as determined by the OFFSET model of an existing dwelling. Goodhue County Zoning Ordinance ARTICLE 13 CONFINED FEEDLOT REGULATIONS Subd. 7 New construction on existing feedlots shall meet a 91% odor annoyance free rating distance, as determined by the OFFSET odor evaluation model, to a dwelling other than those designated as an accessory to a feedlot or the feedlot operator's dwelling.

Background: Allow the Voth Family Dairy facility phase 1 and 2 are in conformance with the Goodhue County Zoning Ordinance 91% odor annoyance free rating, but possible future additional liquid storage maybe needed to allow for the best manure management plan (MMP) to ensure they utilize the nutrients properly: not only to protect water quality but to also ensure they are minimizing their costs for commercial fertilizers. This additional storage area will slightly exceed the 91% odor annoyance-free rating. The applicants feel they need to know that they have local permitting approval –before- they proceed with engineering additional storage and routing the waterway; two important, but costly parts of their future plans.

1) Harmony with the general purposes and intent of the official control:

The purpose of the A1 district is to maintain, conserve and enhance agricultural lands which are historically valuable for crop production, pasture land, and natural habitat for plant and animal life. This district is intended to encourage long-term agricultural uses and preserve prime agricultural farmland by restricting the location and density of nonfarm dwellings and other non-farm land uses. Reciprocal feedlot setbacks between feedlots and dwellings are intended to decrease conflict between residential and agricultural uses. The nearest dwelling is located approximately 1000 feet south west of the proposed feedlot location. The Applicant's variance request appears harmonious with the purpose and intent of the official controls.

- 2) The variances request is consistent with the adopted Comprehensive Plan: The Comprehensive Plan prioritizes agricultural land uses over dwellings to protect farmland and decrease conflict between residential and agricultural uses. The proposed variance is not likely to produce conflict among residential and agricultural uses. The occupant of the nearest neighboring dwellings are registered feed lots and/or have land spreading agreements for Voth manure. Any future occupants of the dwelling will have the opportunity to be informed of the presence of a feedlot in the area prior to purchasing the property. The request appears consistent with the adopted comprehensive plan.
- 3) There are "practical difficulties" in complying with the official control (the applicant proposes to use the property in a reasonable manner not permitted by an official control, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality):

The property comprises 160 acres and is a conforming lot size in the A1 district (2-acre minimum).

The new barn and manure storage would be located adjacent to the existing farmyard, allowing the greatest distance to existing dwellings.

The existing and new structures meet all required setbacks from property lines. All livestock buildings are required to be at least 100 feet from property lines in the A1 Zoning District

The Applicant's request to expand an existing registered feedlot is a reasonable use of property in the A1 District.

The property has been historically used for animal agriculture and has infrastructure available to raise livestock.

The property and existing feedlot configuration existed prior to the establishment of the current zoning standards for OFFSET Rating. The additional storage will allow the farm to maintain and implement additional conservation practices as a part of their comprehensive nutrient management plan.

A review of the existing development pattern in the vicinity reveals very low-density residential development among predominantly agricultural uses (feedlots and row-crop agriculture). The request for variance appears unlikely to alter the essential character of the locality.

4) No variance may be granted that would allow any use that is not allowed in the zoning district in which the subject property is located.

Feedlots are a permissible use in the A1 district. The request does not constitute a use variance.

	Print
TOWNSHIP ZONING APPLICATION Goodhue County	TOWNSHIP NAME GOOD Parcel # 33.023.0500
APPLICANT INFORMATION	
Last Name Voth	First Bradley M.L. W
Street Address 22695 Co. 9	Blvd Phone
City Goodhue	State MN ZIP 55027
Email Address	
Township	Section 23
PROJECT INFORMATION	
Site Address 22695 Ca 9 BI	ud Goodhus MN 55027
Zoning District A-1 Lot Size	Structure Dimensions see affeched
Type of Project Ag Buildings	Proposed Use Freestall & Manure Separator
Structure Type Dood Replacement	? YES 🗌 NO 🗶
Variance #	Conditional Use Permit # <u>Amendment to</u> an existing CUP
GPS Coordinates	

#### DISCLAIMER AND SIGNATURE

I hereby apply for a zoning permit and I acknowledge that the information above is complete and accurate, that the work will be in conformance with the ordinances and codes of Goodhue County. The applicant also understands by signing this application he / she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of Goodhue County. This permit may be suspended or revoked if the permit has been issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation of Goodhue County. All provisions of law and ordinances governing this type of work will be complied with whether specified herein of not

Signature TOWNSHIP APPROVAL

Date 3-8-21

I hereby certify that the above described project has been approved by the Township Board, and the structure and use will meet all Township Codes and Ordinances if constructed as indicated.

Signature

Brenda L. Hinsch

Title Clerk Date 3/18/20-21

Signature

Title

Date

Application fee\_\_\_\_\_

Receipt Number

Application fee has been sent in the mail to Goodhue County LUM 3/26/2021

# **Odors From Feedlots Setback Estimation Tool**



Voth D	airy Farm
Goodh	ue County
K.	Petit
4/7/2021	

OFFSET Ver 2.0 University of Minnesota 1/21/2017 OFFSET Annoyance-free 98%

Source Edge to Nearest Neighbor (ft)	1,005
Source Edge to Property Line (ft)	80

#### **Building Sources**

Building Type		Width (ft)	Length (ft)	# of Similar Sources	Total Area (sqft)	Control Technology	% air treated
Dairy - free stall		128	130	1	16640	None	
User added		70	120	1	8400	None	
None					0	None	
None					0	None	
None					0	None	
None					0	None	
None					0	Biofilter	

Clear All

#### **AREA SOURCES**

Source Description S		Shape		Width (ft) (or Dia)	Length (ft)	Area (sqft)	Control Technology
Steel or concrete tank	٠	Rectangle				0	None
None		Rectangle				0	None
None		Rectangle				0	None
None		Rectangle				0	None
None		Rectangle				0	None
None		Rectangle				0	None
None		Rectangle				0	None

ces						
Add Source Type Name of Source						
echnology						

Area Sources	
Add a Source	Туре
Name of Source	
Odor Flux (ou/s/m2)	
H2S Flux (ug/s/m2)	
NH3 Flux (ug/s/m2)	
Documentation	
Documentation	
Documentation	
Documentation	
Add Control Tec	chnology
	chnology
Add Control Tec	chnology
Add Control Tec Name of technology	chnology
Add Control Tec Name of technology Odor reduction (%)	chnology
Add Control Tec Name of technology Odor reduction (%) H2S reduction (%)	chnology

# **OFFSET Summary and Results**

OFFSET Ver 2.0

University of Minnesota

Farm Name	Voth Dairy Farm
County	Goodhue County
Evaluator	K. Petit
Date	4/7/2021

Source Characteristics Summary					Flux Ra	ates (with o	control tech	nology)	Source Er	nission Rate	es*
	Similar	Emit Area		Percent	Odor	OFFSET		Ammonia	Odor	H2S	Ammonia
	Sources	sq ft	Туре	Treated	ou/s/m2	OER	ug/s/m2	ug/s/m2	ou/s	ug/s	ug/s
Buildings								-			
Dairy - free stall	1	16640	None	0%	1.8	6.0	0.7	31.0	2846	1083	47948
User added	1	8400	None	0%	0.0	0	0.0	0.0	0	0	0
Area Sources											
Steel or concrete tank		0	None		30.0	28	38.0	194.0	0	0	0
									*includes cor	trol technolo	gies

Site Emissions	
Total Site Area (ft2)	25,040
Total Odor Emission Factor (TOEF)	10
Total Site H2S Emissions (mg/s)	1
Total Site H2S Emission AVERAGE (lbs/day)	0
Total Site H2S Emission MAX (lbs/day)	0
Total Site H2S Emissions (tons/yr)	0
Total Site Ammonia Emissions (mg/s)	48
Total Site Ammonia Emission AVERAGE (lbs/day)	9
Total Site Ammonia Emissions MAX (lbs/day)	18
Total Site Ammonia Emissions (tons/yr)	2

Source Edge to Nearest Neighbor (ft)	1005
OFFSET Annoyance-free frequency	98%



Certified, Filed, and or Recorded on: August 29, 2013 9:19 AM Signed Deputy LISA M HANNI GOODHUE COUNTY RECORDER Fee Amount: \$46.00

#### STATE OF MINNESOTA COUNTY OF GOODHUE

44

PLANNING ADVISORY COMMITTEE BOARD OF COMMISSIONERS CONDITIONAL USE PERMIT PROCEEDINGS FILE NO. 13-CU05

In the matter of: Bradley Voth Conditional Use Permit

A request for a Conditional Use Permit submitted by Bradley Voth for up to 770 animal units, a freestall cattle barn, and a 4.5 million gallon storage pit at an existing animal feedlot in the A-1 Agricultural Protection District in Section 23, Goodhue Township for approval.

The above-entitled matter came to be heard before the Goodhue County Planning Advisory Committee on the 20<sup>th</sup> day of May, 2013 on a petition for a conditional use permit pursuant to Goodhue County Zoning Ordinance.

PROPERTY ADDRESS: 22695 County 9 Boulevard, Goodhue, MN 55027

PARCLE NO. 330230500

LEGAL DESCRIPTION: See Attached document.

IT IS RECOMMENDED to the Goodhue County Board of Commissioners that the conditional use permit be approved for up to 770 animal units, a freestall cattle barn, and a 4.5 million gallon storage pit at an existing animal feedlot on Parcel 330230500, located in the A-1 Agricultural Protection District in part of SE ¼ of Section 23 in T111N R15W, Goodhue Township and be in conformance with all applicable Goodhue County Zoning regulations, subject to the following conditions:

- 1. Compliance with Goodhue County Zoning Ordinance Article 13 (Confined Feedlot Regulations).
- 2. Submittal of the following information to the Zoning Administrator:
  - a. All necessary state and federal permits.
  - b. Soils map.
- 3. Construction and operation of Voth Dairy shall be in conformance with the plans and descriptive information included with the conditional use permit submitted to the County on 19 April 2013.

Date signed:

8-19-2013

Richard Bauer, Chairperson Goodhue County Planning Advisory Commission

The above entitled matter came to be heard before the Goodhue County Board of Commissioners on the 4<sup>th</sup> day of June, 2013 on a petition for a conditional use permit pursuant to Goodhue County Zoning Ordinance. The honorable Board of Commissioners have APPROVED the Conditional Use Permit with the following conditions and recognized the findings of fact as presented in the staff report:

- Compliance with Goodhue County Zoning Ordinance Article 13 (Confined Feedlot Regulations).
- 2. Submittal of the following information to the Zoning Administrator:
  - a. All necessary state and federal permits.
  - b. Soils map.
- Construction and operation of Voth Dairy shall be in conformance with the plans and descriptive information included with the conditional use permit submitted to the County on 19 April 2013.

IT IS ORDERED that the conditional use permit for up to 770 animal units, a freestall cattle barn, and a 4.5 million gallon storage pit at an existing animal feedlot on Parcel 330230500, located in the A-1 Agricultural Protection District in part of SE ¼ of Section 23 in T111N R15W, Goodhue Township be APPROVED with the conditions stated above.

8/19/13 Date signed:

Dan Rechtzigel, Chairperson Goodhue County Board of Commissioners

STATE OF MINNESOTA ) ) ss. COUNTY OF GOODHUE )

LAND USE MANAGEMENT DEPARTMENT

I, Michael Wozniak, AICP, Planner/Zoning Administrator for Goodhue County, do hereby certify that I have compared the foregoing copy and Order this conditional use permit with the original record thereof preserved in my office, and have found the same to be correct and true transcript of the whole thereof.

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	651-923-5286 Ext 4	, ,						t Program
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t

#### Number of animals at the facility

If you currently do not maintain animals at the site, list the date that you last had animals (mm/dd/yyyy):

Enter in column C the maximum number of animals that you have maintained (standing herd or flock size) at the facility at any given time in the past five years.

Then calculate the animal units in column D by multiplying the value in column C by the value in column B.

Α	B	C	D
Animal type	Animal unit factor	Maximum number (head) maintained at anytime in past 5 years	Animal Units (B x C)
Dairy - mature cow (milked or dry) over 1,000 lbs.	1.4	616	862.4
Dairy - mature cow (milked or dry) under 1,000 lbs.	1.0		
Dairy heifer	0.7	112	78.4
Dairy caif	0,2	48	9.6
Beef - slaughter steer or stock cow	1.0		
Beef - feeder cattle (stocker or backgrounding) or helfer	0.7		
Beef cow and calf pair	1.2		
Beef calf	0.2		1.1.2
Veal calf	0,2		
Swine over 300 pounds	0.4		
Swine – between 55 and 300 pounds	0.3		
Swine - under 55 pounds (and separated from sow)	0.05		
Horse	1.0		
Sheep or lamb	0.1	A-1	
Chickens - all sizes with liquid manure system	0.033		
Chickens - broiler 5 lbs. and over - dry manure system	0.005		
Chickens - broiler under 5 lbs dry manure system	0.003		
Chickens - layers 5 lbs. and over - dry manure system	0.005		
Chickens – layers under 5 lbs. – dry manure system	0.003		
Turkeys – over 5 lbs.	0.018		
Turkeys – under 5 lbs.	0.005		
Ducks dry manure system	0.01		
Ducks – liquid manure system	0.01		
Other animals (not listed above - specify in space below):			
			Total AU 950.4

Signature (person completing the form) and Submittal

Bradler Vot Print name: Signature: spad

Title: C Date:

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# MAP 01: PROPERTY OVERVIEW



# PLANNING COMMISSION

Public Hearing April 19, 2021

Bradley Voth (Owner/Operator) A1 Zoned District

S 1/2 of the SE 1/4 Section 23 TWP 111 Range 15 in Goodhue Township

Request for an estimated 219 AU expansion of an existing 770 AU Feedlot and construction of an animal waste processing facility for manure separation



2020 Aerial Imagery Map Created April, 2021 by LUM

# MAP 02: VICINITY MAP



### PLANNING COMMISSION

Public Hearing April 19, 2021

Bradley Voth (Owner/Operator) A1 Zoned District

S 1/2 of the SE 1/4 Section 23 TWP 111 Range 15 in Goodhue Township

Request for an estimated 219 AU expansion of an existing 770 AU Feedlot and construction of an animal waste processing facility for manure separation



DATA DISCLAIMER: Goodhue County assumes NO liability for the accuracy or completeness of this map OR responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse. Goodhue County Copyright 2021. N

2020 Aerial Imagery Map Created April, 2021 by LUM

# MAP 03: ELEVATIONS



# PLANNING COMMISSION

Public Hearing April 19, 2021

Bradley Voth (Owner/Operator) A1 Zoned District

S 1/2 of the SE 1/4 Section 23 TWP 111 Range 15 in Goodhue Township

Request for an estimated 219 AU expansion of an existing 770 AU Feedlot and construction of an animal waste processing facility for manure separation



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2020 Aerial Imagery Map Created April, 2021 by LUM

# 2021 Planned Farmstead Site Map



#### March 6, 2021



0	0.03	1:2,400 0.06	0.11 mi
ĕ	0.00 	₩ ₩	
0	0.04	0.09	0.18 km

# **Goodhue County Land Use Management**

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning Telephone: 651.385.3104 Fax: 651.385.3106



County Surveyor / Recorder

Environmental Health | Land Surveying | GIS Telephone: 651.385.3223 Fax: 651.385.3098

To: County Board From: Land Use Management Meeting Date: May 4, 2021 Report date: April 21, 2021

#### **CONSIDER: Request for CUP for a Utility-Scale Solar Energy System (SES)**

Request, submitted by Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) for a Utility-Scale Photovoltaic Ground 1-Megawatt Solar Energy System (SES) occupying approximately 15.9 acres.

#### **Application Information:**

Applicant: Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) Address of zoning request: TBD Stumpf Lane, Red Wing, MN 55066 Parcel(s): 34.008.0500 Abbreviated Legal: The E ½ of the NE ¼ of Section 08 TWP 112 Range 14 in Hay Creek Township Zoning District: A-2 (Agricultural District)

#### **Attachments and links:**

Applications and submitted project summary (excerpt of materials; full submittal available upon request) Site Map(s) April 19, 2021 Planning Commission DRAFT meeting minutes Goodhue County Zoning Ordinance (GCZO): http://www.co.goodhue.mn.us/DocumentCenter/View/2428

#### **Background:**

The Applicant has submitted a CUP request to construct and operate a 1 Megawatt (MW) photovoltaic (PV) utility-scale solar garden on approximately 15.9-acres of leased land located in Goodhue Township that is owned by Frederick Stumpf. The project would be developed in conjunction with the State of Minnesota Solar Garden program and Xcel Energy's Solar Rewards Community Program. The program allows developers to design, permit, own, and operate solar energy systems and sell the generated power directly to consumers. Upon completion, the Solar Garden would connect to Xcel Energy's distribution grid and generate up to 1 MW of energy annually over the next 25 years.

Per Goodhue County regulations, Solar Energy Systems (SES) that are the primary use of the land and are designed to primarily provide energy to off-site users or export to the wholesale market may be conditionally permitted as a "Utility-Scale SES" within the County's A2 zoned districts.

#### Goodhue County Zoning Ordinance: Article 4 Conditional/Interim Uses

No CUP/IUP shall be recommended by the County Planning Commission unless said Commission specifies facts in their findings for each case which establish the proposed CUP/IUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, will not substantially diminish and impair property values within the immediate vicinity, will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area, that adequate measures have been, or will be, taken to provide utilities, access roads, drainage, and other necessary facilities, to provide sufficient off-street parking and loading space, to control offensive odor, fumes, dust, noise, and vibration so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

#### <u>Project Summary:</u> Property Information:

- The 15.9-acre (approximate) area to be leased by the Applicant is situated on a 109.06-acre parcel owned by Frederick Stumpf. The proposed lease area and several acres of the property is currently used for row-crop agriculture. Additional land, north of the proposed solar facility, consists of forested land and blufflands (slopes greater than 30%).
- Adjacent land uses include primarily row-crop and animal agriculture (Feedlots) and mediumdensity residential. The nearest residence is located approximately 1,142 feet from the proposed array to the northeast (Larry Stumpf). The City of Red Wing City limits are approximately 0.75 miles to the north.
- Adjacent zoning districts are all A-2 (General Agriculture District)

#### **Solar Array:**

• The solar array is proposed to include 3,600 (400W) single-axis tracker panels installed in 36 rows spaced 20-feet apart. Steel and aluminum racks will hold up the solar panels, reaching 14 feet above grade at the maximum tilt configuration.

The racking will be installed with piles that are anchored into the ground to an appropriate depth based on soil and geotechnical analysis.

The solar array will interconnect to the power grid via a pad-mounted transformer in the center of the project area, facilitating connection to an existing Xcel Energy circuit.

- The project area is located approximately 0.5 miles from County 5 BLVD (blacktop surface) on Stumpf Lane (aggregate surface).
- A 16-foot wide crushed aggregate access drive will be installed for direct access to this site from Stumpf Lane. Hay Creek Township, road authority for Stumpf Lane, has reviewed the proposed site access and recommended approval of the project.

A recorded ingress/egress easement is not required for the property given the site is to be leased and all land to be crossed to access the site will remain under common ownership.

A separate fire number will be required for the site. Emergency vehicle access appears adequate to service the facility.

- Ample space exists within the project area to provide off-street parking, turnaround, unloading, and storage space for workers and materials during the construction phase.
- Once constructed, traffic to the site would be limited to periodic visits by maintenance and landscaping personnel to perform routine maintenance, in addition to any unplanned maintenance.
- The solar garden is sited to comply with all GCZO setback requirements for Solar Energy Systems.

#### Landscaping/Drainage:

- The site slopes generally from northeast to southwest with stormwater runoff draining towards the lower areas in the southwest corner of the parcel.
- A preliminary grading and erosion control plan has been provided for this project. The plan notes
  that stormwater management will include the use of best management practices and perimeter
  control devices (silt fencing/biologs) to prevent erosion until the site is re-vegetated. An area for
  an infiltration basin is shown on submitted plans. No wetland or Bluffland features have been
  identified within the project area.

Beau Kennedy (Goodhue SWCD District Manager) reviewed the proposal and offered the following comments:

WCA TEP reviewed the wetland report last month. We will be sending out an official wetland determination on April 6<sup>th</sup>, 2021 which will state that no wetlands are present in the project area. There are some steep slopes present on site that should be taken into consideration when developing the erosion control plan. The double row of silt fence is a good start (as shown on

page 35 of the SWPPP). There is an existing grassed waterway in the center of the project area that flows to the SW. Maintaining the grasses in the waterway during and after construction will help reduce erosion when the site becomes disturbed during construction. Seeding plan looks good if implemented properly. I'm guessing a dormant seeding will be necessary based on their construction schedule, or a final seeding in summer of 2022. Temporary seeding (cover crop) should be seeded immediately following construction as described in the SWPPP.

- An erosion control/stormwater management plan is customarily submitted for administrative review at the time of building permit application. An NPDES (National Pollutant Discharge Elimination System) and SWPPP will be required for this project and will need to be submitted by the Applicant prior to Building Permit approvals.
- There is little vegetative screening existing at the site. Topographic relief does provide some screening from neighboring properties. The Applicant has noted that they are willing to provide screening south of the proposed site to screen the project from the adjacent Right-of-Way. The Planning Commission did not recommend any screening of the proposed SES. The County Board of Commissioners should consider whether any screening of the proposed SES is warranted.
- Apart from the meter pad (typically less than 500 square feet), the area within the project boundary will be seeded with a pollinator seed mix and native grass mix.
- A 6-foot tall chain link fence with three strands of barbed wire on top will be constructed around the perimeter of the project area for security.
- Construction is expected to last approximately 5 weeks and is anticipated to begin in summer of 2021.

#### Maintenance/Decommissioning:

- The project is subject to issuance of a Building Permit and must be constructed according to applicable building code requirements. The project will be inspected by County Building Inspections Staff and the State Electrical Inspector. In addition, Planning and Zoning Staff will inspect the project upon completion to ensure conformance with applicable zoning requirements.
- The Applicant has prepared a Decommissioning Agreement between Novel Energy and Frederick Stumpf. The plan includes the removal of all of the solar arrays, cables, electrical components, accessory structures, fencing, roads, and other ancillary facilities owned by the solar garden and the establishment of a financial security.
- Per GCZO Article 19, the Applicant may be required to provide a financial surety at up to 125% of the estimated decommissioning cost. The County has not typically exercised the right to financial assurance requirements for similar solar installations. The County Board should consider if the County should require financial assurance to cover anticipated decommissioning costs.

#### Hay Creek Township:

- Hay Creek Township considered the solar garden proposal at their March 1, 2021 meeting and voted to recommend the Goodhue County Board approve the CUP application for a solar garden on the Stumpf property.
- A Township Zoning Approval permit will need to be acquired by the Applicant as part of the Building Permit submittal package.

#### PAC Findings of Fact:

- 1. The proposed Solar Garden does not appear injurious to the use and enjoyment of properties in the immediate vicinity for uses already permitted, nor would it substantially diminish and impair property values in the immediate vicinity. The Solar Garden is located within a primarily agricultural area with two existing Solar Gardens directly west of the site that have been functioning and been installed without record of complaints from neighboring residences.
- 2. The establishment of the proposed Solar Garden is not anticipated to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area. The use is proposed to meet all development standards of the Goodhue County Zoning Ordinance and it does not appear incompatible with adjacent land uses.
- 3. A review of the Applicant's submitted project summary indicates adequate utilities, access roads,

drainage, and other necessary facilities are available or will be provided to accommodate the proposed use.

- 4. The submitted plans identify means to provide sufficient off-street parking and loading space to serve the proposed use and meet the Goodhue County Zoning Ordinance's parking requirements.
- 5. The submitted plans detail adequate measures to prevent or control offensive odor, fumes, dust, noise, and vibration so that none of these will constitute a nuisance.

#### PAC Recommendation:

The Planning Advisory Commission recommends the County Board

- adopt the staff report into the record;
- adopt the findings of fact;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

**APPROVE** the CUP request, submitted by Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) for a Utility-Scale Photovoltaic Ground 1-Megawatt Solar Energy System (SES) occupying approximately 15.9 acres

Subject to the following conditions:

- 1. Activities shall be conducted according to submitted plans, specifications, and narrative unless modified by a condition of this CUP;
- 2. The project shall be decommissioned according to Article 19 Section 6 of the Goodhue County Zoning Ordinance and submitted plans;
- 3. A decommissioning agreement between the landowner and Novel Energy Solutions shall be maintained to ensure reclamation of the area;
- 4. LUM staff shall be notified by the landowner or solar company 30 days prior to ownership transfer or operator changes;
- 5. A stormwater management and erosion control plan shall be submitted for administrative review as part of the Building Permit Application for the project;
- 6. Applicant shall work with the Goodhue County Soil and Water Conservation District to determine an appropriate seed mix for disturbed areas of the site and should submit "seed tags" to the Land Use Management Department prior to final inspection;
- 7. Applicant shall obtain Building Permit approvals from the Goodhue County Land Use Management Department prior to establishing the use;
- 8. Compliance with Goodhue County Zoning Ordinance including, but not limited to, Article 19 Solar Energy Systems (SES) and Article 22 (General Agriculture District). The Applicant shall request a final inspection of the project for compliance with applicable zoning requirements upon completion of the project;
- 9. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations;
- 10. This CUP shall expire 30 years from the date of approval unless terminated prior to that date.

#### PLANNING COMMISSION GOODHUE COUNTY, MN April 19, 2021 MEETING MINUTES DRAFT

*Commissioner Greseth questioned whether there was correspondence with the Voths in regards to not presenting part of their application.* 

Pierret stated that there was email correspondence phone conversations with the Voths and their representatives. She noted the lack of engineering information and MPCA consideration as the reason Staff did not include items beyond Phases 1 and 2.

Voths confirmed this was discussed with Pierret after the public notice agenda was sent out.

Commissioner Greseth suggested moving forward with the project as presented.

Commissioner Fox suggested getting Voth Dairy compliant and he understands moving forward to future phases requires MPCA approval.

#### Motion carried 9:0

#### PUBLIC HEARING: Request for CUP for a Utility-Scale Solar Energy System (SES)

Request, submitted by Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) for a Utility-Scale Photovoltaic Ground 1-Megawatt Solar Energy System (SES) occupying approximately 15.9 acres.

Pierret presented the staff report and attachments.

Scott Tempel spoke of Novel Energy's business model. Stated the Stumpf project's power lines are on the edge of the Xcel Energy service area. The concept plan shows the lines will come from the west: County Road 58, and go along right of way on County Road 5, and up Stumpf Lane.

Commissioner Stenerson questioned why 15.9 acres is the proposed lease area for the project, suggesting it is a lot of land being used for 1-Megawatt.

Tempel remarked the usual lease areas are 10 acres and more acreage may be needed because the property is sloped.

Commissioner Greseth also noted that on the application, 10 acres was requested.

#### Chair Huneke opened the Public Hearing.

No one spoke for or against the request.

<sup>5</sup>After Chair Huneke asked three times for comments it was moved by Commissioner Stenerson and seconded by Commissioner Greseth to close the public hearing.

#### **Motion carried 9:0**

*Commissioner Miller commented that as a Township, they would appreciate notification when there is change of ownership that occurs with these projects for their records.* 

Commissioner Stenerson noted that the Township has reviewed and approved this project.

<sup>6</sup>It was moved by Commissioner Stenerson, second by Commissioner Fox for the Planning Advisory Commission to:

• adopt the staff report into the record;

#### PLANNING COMMISSION GOODHUE COUNTY, MN April 19, 2021 MEETING MINUTES DRAFT

- adopt the findings of fact;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

recommend the County Board of Commissioners **APPROVE** the request for a CUP, submitted by Scott Tempel (Novel Energy, Applicant) and Frederick Stumpf (Owner) for a Utility-Scale Photovoltaic Ground 1-Megawatt Solar Energy System (SES) occupying approximately 15.9 acres. Subject to the following conditions:

- 1. Activities shall be conducted according to submitted plans, specifications, and narrative unless modified by a condition of this CUP;
- 2. The project shall be decommissioned according to Article 19 Section 6 of the Goodhue County Zoning Ordinance and submitted plans;
- 3. A decommissioning agreement between the landowner and Novel Energy Solutions shall be maintained to ensure reclamation of the area;
- 4. LUM staff shall be notified by the landowner or solar company 30 days prior to ownership transfer or operator changes;
- 5. A stormwater management and erosion control plan shall be submitted for administrative review as part of the Building Permit Application for the project;
- 6. Applicant shall work with the Goodhue County Soil and Water Conservation District to determine an appropriate seed mix for disturbed areas of the site and should submit "seed tags" to the Land Use Management Department prior to final inspection;
- 7. Applicant shall obtain Building Permit approvals from the Goodhue County Land Use Management Department prior to establishing the use;
- 8. Compliance with Goodhue County Zoning Ordinance including, but not limited to, Article 19 Solar Energy Systems (SES) and Article 22 (Agriculture District). The Applicant shall request a final inspection of the project for compliance with applicable zoning requirements upon completion of the project;
- 9. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations;
- 10. This CUP shall expire 30 years from the date of approval unless terminated prior to that date.

### **Motion carried 9:0**

# <u>PUBLIC HEARING: Request for Text Amendment to Article 20 Section 7 (Table of Uses) and Article 21 (Agriculture Protection District)</u>

Request, submitted by Trisha Studer (Applicant), to consider proposed text amendment to the Goodhue County Zoning Ordinance to allow "Retreat Centers" as a Conditional/Interim Use in the A1 (Agriculture Protection) District.

Pierret presented the staff report and attachments.

#### Chair Huneke opened the Public Hearing.

No one spoke for or against the request.

<sup>7</sup>After Chair Huneke asked three times for comments it was moved by Commissioner Stenerson and seconded by Commissioner Gale to close the public hearing.

**Motion carried 9:0** 

Permit#

# Solar Energy System Application

1. Owner/Applicant Information

PROPERTY OWNER'S NAME:	
Frederick Stumpf	
PROPERTY OWNER'S ADDRESS:	TELEPHONE:
26379 Stumpf Ln	( 651)-388-2792
Pod Wing MN 55066	EMAIL:
Red Wing, MN 55066	none
APPLICANT OR AUTHORIZED AGENT'S NAME:	
Scott Tempel	Same as Above
APPLICANT'S ADDRESS:	TELEPHONE:
2202 Musliff Aug. Sto 200	(651-272-7104
3202 Wycliff Ave, Ste 300	EMAIL:
St. Paul, MN 55114	scott.tempel@novelenergy.biz
2. Location and Classification	
STREET ADDRESS OF PROJECT:	PARCEL #:
TBD Stumpf Lane	340080500
LEGAL DESCRIPTION:	
	Attached 🗹

#### 3. Supporting information

NUMBER OF SOLAR COLLECTORS TO BE INSTALLED	TOTAL SIZE OF PROJECT
3,600	10 acres
DESCRIBE METHOD OF CONNECTING THE ARRAY TO A BUILDING OR SUBSTATION	
	Attach signed interconnection agreement 🔽

#### 4. Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- 1. The undersigned is the owner or authorized agent of the owner of this property.
- 2. The information presented is true and correct to the best of my knowledge.
- 3. Other information or applications may be required.

Scott Tempel

Date: 03/05/2021

# Print name: Scott Tempel

Signature:

County Section							
SES Application	SES Zoning	SES CUP/IUP:	Receipt Number	Date			
Fee:	Permit: \$200	\$1000					
Building permit #:							
Shoreland Lake/Stream Name Zoning District							
Conditions:							

Zoning Administrator Signature

# **PROJECT SUMMARY**

Please provide answers to the following questions in the spaces below. If additional space is needed, you may provide an attached document.

1. Visual Impact Analysis. Is the project anticipated to adversely effect visual sightlines of neighboring dwellings, properties or public rights-of-way. Identify measures to avoid, minimize or mitigate visual effects.

The project will have no negative visual impacts. The array is not close to any homes

or major roadways. The site is on a hill and will be visible from a distance.

2. Proposed stormwater management measures. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after construction. An NPDES permit may be required.

Preliminary SWPPP report attached

3. Maintenance plan for grounds surrounding the system(s).

Maintenance plan attached

4. Anticipated wetlands impacts. Has a wetlands impact study been completed? Wetlands study attached

5. Proposed decommissioning procedures.

Decommissioning plan attached



# Novel Stumpf Solar LLC 1MW Megawatt Solar Garden

### Introduction

Community Solar Gardens are supported by the State of Minnesota as a renewable energy supply. The Xcel Energy program was approved by the State of Minnesota as part of the renewable energy jobs bill in 2013. The purpose of constructing a community solar garden (solar array) is to generate offsite solar energy that will be connected directly to the electric grid for the on-going benefit of subscribers to the solar garden. Nationally, as many as 75% of homes and businesses are unable to install solar on their property due to site conditions, regulations and cost; making off-site solar energy production their only option.

This proposed site will be constructed to produce one megawatt (1MW) of electric generation. The request will be for a period of up to 30 years. The electrical energy will be distributed directly to the existing electrical grid for subscribers to the energy produced by the system. Impact to the area is low from a construction, operation, and end of life perspective. Construction and setup are not invasive. Solar energy production is a passive activity, and the system does not alter the underlying nature of the land which can be returned to any other appropriate use. The system will reduce the carbon footprint and greenhouse gas emissions. Subscribers to the community solar garden will save on their electric bills over the 25-year life of the agreement with Xcel Energy, money which can be saved and spent in support of the local economy.

Community solar gardens offer numerous benefits to the community. Subscribers have an opportunity to keep electric dollars in the area to support the local economy. Landowners have a new option that brings value to their property without impacting the underlying nature of the land. Harvesting the sun entails far less risk than other commodities. Landowners and the community have an opportunity to be leaders in renewable energy that sets an example for others to follow and leaves a positive lasting legacy. Distributed solar generation, energy produced at multiple locations across the grid helps prevent electric line loss and dependence on carbon-based fuel sources. Careful siting standards protect the integrity of the land, increases production which increases local revenues and savings, and ensures positive neighbor relations.

Solar panels and systems have been used in the United States for over forty years and have gained in popularity as the cost of solar energy becomes competitive with traditional fossil fuels, and because of positive environmental benefits. Solar systems are more widely found on the east and west coasts of the United States due to higher

electric costs than Minnesota and the Midwest. Solar systems have been found to be good neighboring land uses due to their passive nature, no negative impact on neighbor property values, and benefits to the environment and local economy.

### Description

The parcel is owned by Frederick & Cindy Stumpf **PID#:** 340080500

**Legal Description:** The East Half of the Northeast Quarter of Section 8, Township 112 North, Range 14 West, Goodhue County, Minnesota, EXCEPT the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 8, Township 112 North, Range 14 West. ALSO the Northeast Quarter of the Southeast Quarter of Section 8, Township 112 North, Range 14 West, Goodhue County, Minnesota.

Parcel Description: Agricultural production

Site Access: 297<sup>th</sup> Way

**Ownership:** Land will be leased from the landowner, and project ownership will be Novel Stumpf Solar LLC

### Equipment

The project will consist of 3,600 Tier-1, 400-Watt, multi-crystalline solar panels. Bloomberg New Energy Finance rates solar panels in tiers based on a variety of factors including financeability. All Tier-1 panels used have a 25-year warranty. Panels will feed inverters which ultimately connect to the electric grid at a point of interconnection located at a point closest to the 3-phase power lines as engineered to meet industry, state and federal standards.

Transformers and related equipment will be placed on a concrete slab on grade adjacent the 1MW array grouping. Xcel Energy required poles will be standard electric utility poles with underground wires unless otherwise authorized or required, and Xcel will acquire the necessary permits for their poles. Additional poles may be required depending on the manner of interconnection. All non-Xcel Energy equipment, materials, supplies, concrete, etc. will be removed at the end of the useful life of the project. All equipment must meet Xcel Energy and national standards for safety and interconnection. Program requirements include adequate levels of insurance coverage and a signed interconnection agreement as required by the MN Public Utilities Commission for 25 years, with continual production monitoring.

# Site Appearance & Impact

The parcel will consist of a 1MW Solar Garden with 3,600 solar panels. The array and equipment pad will be surrounded by a 6' high chain link fence with three strands of barbed wire on top of that. The panels will not exceed 14 feet in height at full tilt. The piles will be pounded straight into the ground and the depth they will have to be pounded will be determined by pull testing which will be completed prior to plan sets being completed to ensure that they are structurally sound. The installation will include 200 strings with 18 modules on each string with 20-foot row to row spacing on a single axis tracer. The attached layout provides the proposed layout which is subject to engineering and final Xcel approval. The final layout will continue to meet all Goodhue County requirements and performance standards.

Gated access will be provided with a key code or double lock for Xcel Energy and emergency response personnel. Signage will include 24-hour contact information. One light at the point of interconnection will be illuminated continually in the evening hours for safety of responding personnel.

Screening can be provided on the south side of the site. The screening would consist of trees to screen from the adjacent ROW. Following construction of the arrays and any other project requirements, vegetation will be established to ensure soil stabilization, improve storm water quality, and for site beautification. Low Maintenance Turf seed mix or similar seed mix is utilized. Native grasses or specific pollinator plantings will be utilized in accordance with the attached landscaping plan. Once established, this site will filtrate surface waters and minimize erosion even better than traditional croplands. Additional site visits and pro-active weed identification and control will occur in the earlier seasons of the vegetative growth to ensure proper site development. Regular site maintenance will occur throughout the life of the system.

# Construction

Construction activities will begin in summer of 2021. Installing posts at different depths and lengths will accommodate the minimal sloping on the site preventing the need for grade and fill activities. Grading and minor excavation may be needed for the switchgear pad to ensure level ground for the slab on grade. All necessary equipment and supplies will be delivered within a 2-4 week period at the start of construction. During the start of construction there will only be an average of two semi-trailers per day. Construction is expected to take 5 weeks. Deliveries will come from 297<sup>th</sup> Way to the site access as depicted on the site plan. A temporary delivery direction sign may be installed at the start of construction upon approval from the road authority. Temporary parking and staging will be off-road at the site entrance as shown on the site plan. Disposal of waste materials will comply with all local, state and federal regulations and best practices.

### **Hydrological Features**

A wetland delineation has been completed and is attached herein. The wetland delineation has been submitted to the County and US Army Corp. Storm water management will be handled by current best practices provisions, and an NPDES permit will be obtained. Erosion control blankets, silt fencing and other best practices will be utilized throughout construction at appropriate locations. A stormwater pollution prevention plan (SWPPP) has been submitted with this package.

# **Geology and Soils**

Novel Energy Solutions is preparing a Phase 1 ESA which will be utilized to help determine bedrock depth and in identifying all soils on the project site. This data will be utilized in the engineering of the posts and racking to ensure adequate wind, snow and other load factors.

# Potential to Affect the Environment and Public Health

This project is focused on bringing additional green energy to people in Minnesota unable to access solar on their property. It will reduce Xcel Energy's and the state's carbon emissions. The proposed solar array is passive and is designed to capture the sun's rays, not reflect them. Solar panels have an equivalent glare factor as a body of water. Research on potential environmental and public health issues will be through the State of Minnesota and the Federal government databases to ensure compliance. The many-decade history of solar panel use has not identified public health or environmental issues. The addition of year-round ground cover will provide improved storm water control over traditional row cropping providing improved soil retention and greater water infiltration.

# **Decommissioning, Restoration Plan and Insurance**

Within one hundred eighty (180) days of the end of the project useful life, decommissioning will include the removal of all solar arrays, cables, electrical components, accessory structures, fencing, roads and other ancillary facilities owned by the solar garden. Since this project includes the establishment of vegetation on site, the soil will be excellent for agricultural utilization upon decommissioning. Established vegetation can be maintained, or tilled and re-planted to other vegetation upon the landowner's request. At year 26, there is almost equal salvage value in the panels and equipment than the costs associated with removing the system.

Detailed decommissioning includes:

- All cables and conduit will be removed
- PV modules will be removed from racking sold or transported to a recycling facility
- Racking equipment will be dismantled and removed, and either re-used or sold for scrap
- Inverters, transformers, switchgear, etc. will be re-sold or scrapped per industry best practices and regulations
- Concrete foundations, if utilized will be broken down and recycled or otherwise disposed.
- The security fence will be removed
- The site will be returned to its current state

The Xcel Energy tariffs governing this program and all interconnection as approved by the MN Public Utilities Commission includes interconnection and insurance requirements. Sections 9 & 10 of Xcel Energy's tariff for the Solar\*Rewards Community, and Interconnection respectively spell out the requirements. Insurance coverage includes a \$2 million per occurrence policy, and interconnection to the Xcel Energy grid cannot occur until all safety and security items have been engineered, reviewed and approved. State and National electrical codes must be met, inspected and approved prior to interconnection. A signed interconnection agreement with Xcel Energy will be provided prior to construction activities.

### Conclusion

We are excited to complete this project in a strong partnership with the Stumpfs and Goodhue County. We are committed to following best practices and all State, Federal and local rules and regulations to develop a community solar garden providing the many benefits to the local community.
Map Unit Symbol	Map Unit Name	Hydric Soil Rating	Rating Description	Drainage Classification
N507C2	Timula-Mt. Carroll complex, 6 to 12 percent slopes, moderately eroded	0	Not Hydric	Well drained
N507B	Timula-Mt. Carroll complex, 2 to 6 percent slopes	0	Not Hydric	Well drained
N507D2	Timula-Mt. Carroll complex, 12 to 18 percent slopes	0	Not Hydric	Well drained

Description of Slopes: The Goodhue County Soil Survey indicates slopes within the Project boundaries ranging from 2 to 18 percent.

Drainage patterns: Review of the elevation contours show stormwater flow draining Southwest off the property.

Vegetation: Upon completion of construction activities, native grass seed mixtures and pollinator blends will be planted for final stabilization of the site.

### 1.5 Construction Site Estimates

The following are estimates of the construction site:

Project Area Summary	
Total project lease area:	~15 acres
Construction Site area to be disturbed:	~15 acres
Maximum area to be disturbed at one time:	~15 acres
Impervious Areas	
Existing Impervious Area:	~0 acres
Post Construction Impervious Area:	~1 acres

### 1.6 Receiving Waters

Special and impaired waters search was completed using the MPCA Construction Stormwater Special Waters Search tool. The surface waters listed below are within one mile of the discharge point. See Appendix B - Site Maps for the Impaired Waters Map.

Name of Water Body	Type of Water Body	Impairment	Special Water	Construction Related Impairment
Bullard Creek	Creek	N/A	N/A	N/A

### 1.7 Site Features and Sensitive Areas to be Protected

Description of unique features
N/A
Describe measures to protect these features, if applicable
N/A

Hay Creek Township PO Box 550 Red Wing, MN 55066

March 1, 2021

Goodhue County Planning Advisory Commission 509 West 5<sup>th</sup> Street Red Wing, MN 55066

To Whom It May Concern:

The Hay Creek Township supervisors met on March 1, 2021 for their regular monthly meeting.

During this meeting the supervisors held a discussion with Scott Tempel from Novel Energy regarding a proposed 1 MW megawatt solar garden on PID#340080500, owned by Frederick and Cindy Stumpf.

The supervisors voted to recommend that the Goodhue County board approve the conditional use permit for a community solar garden at the aforementioned location.

Thank you for your consideration in this matter.

Sincerely, *Marilyn Schilling* Marilyn Schilling, Clerk Hay Creek Township

### MAP 01: PROPERTY OVERVIEW



### PLANNING COMMISSION

**Public Hearing** April 19, 2021

Novel Energy (Applicant) & Frederick Stumpf (Owner) A2 Zoned District

E 1/2 of the NE 1/4 of Section 08 TWP 112 Range 14 in Hay Creek Township

Request for a Utility-Scale Photovoltaic 1 MW SES occupying approximately 15 acres



DATA DISCLAIMER: Goodhue Count assumes NO liability for the accuracy or comple eness of is map OR responsibility for any associated rec nd ec or consequential damages that may result from its use or misuse. Goodhue County Copyright 2021.

Map Created March, 2021 by LUM

### MAP 02: VICINITY MAP



### PLANNING COMMISSION

Public Hearing April 19, 2021

Novel Energy (Applicant) & Frederick Stumpf (Owner) A2 Zoned District

E 1/2 of the NE 1/4 of Section 08 TWP 112 Range 14 in Hay Creek Township

Request for a Utility-Scale Photovoltaic 1 MW SES occupying approximately 15 acres



2020 Aerial Imagery Map Created March, 2021 by LUM

### MAP 03: ELEVATIONS



### PLANNING COMMISSION

Public Hearing April 19, 2021

Novel Energy (Applicant) & Frederick Stumpf (Owner) A2 Zoned District

E 1/2 of the NE 1/4 of Section 08 TWP 112 Range 14 in Hay Creek Township

Request for a Utility-Scale Photovoltaic 1 MW SES occupying approximately 15 acres



2020 Aerial Imagery Map Created March, 2021 by LUM







### STORMWATER POLLUTION PREVENTION PLAN

NOVEL ENERGY SOLUTIONS 2303 Wycliff St. Suite 300 St. Paul, MN 55114

PROJECT NOVEL STUMPF 1 SOLAR LLC

PID 340080500

LOCATION GOODHUE COUNTY RED WING, MN

### SWPPP DESIGNED BY:

Robin Brigham of Novel Energy Solutions Certified SWPPP Designer

### PHASE: PRELIMINARY

0

N

1112

280

560

Feet

### NOTES

\*This is a preliminary SWPPP for the purposes of permiting.

A comprehensive SWPPP will be generated when construction design is finalized.



### **DEVELOPMENT SUMMARY** =

X AREA OF MINIMAL FLOOD HAZARD FLOOD MAPPING PER FIRM PANEL: 27049C0195E

60 FEET 30 FEET 30 FEET

100.3 AC 15.9 AC

A2

AG

SOLAR

### SHEET INDEX =

HEET	DESCRIPTION
	PRELIMINARY SITE PLAN
	PRELIMINARY REVEGETATION PLAN

### PROJECT SUMMARY =

NOVEL STUMPF 1 SOLAR, LLC
NOVEL SOLAR
(612) 345-7188
PAULA.FITZGERALD@ NOVELENERGY.BIZ
26379 STUMPF LN, RED WING, MN 55066
1.0 MW AC

THIS CONCEPT PLAN IS INTENDED TO IDENTIFY THE APPROXIMATE AREA REQUIRED FOR THE SOLAR GARDEN, LEASE AREA LIMITS, ACCESS AND PROPOSED POINT OF CONNECTION LOCATION.

A PERIMETER SECURITY FENCE WILL BE INSTALLED AROUND THE SYSTEM.

PROPERTY LINES ARE PROVIDED FROM PUBLICLY AVAILABLE COUNTY GIS

4. CONTOURS SHOWN ARE BASED ON LIDAR INFORMATION.

EASEMENTS WILL BE PROVIDED FOR ACCESS AND THE ELECTRICAL UTILITY

APPROXIMATE WETLAND LIMITS ARE TAKEN FROM NATIONAL WETLAND INVENTORY (NWI) MAPPING.

PROPOSED ELECTRICAL LINES OUTSIDE OF FENCED PERIMETER WILL BE

TREE AND SHRUB SCREENING FOR RESIDENTIAL & PUBLIC R.O.W. WILL BE PROVIDED AS DETERMINED IN CONJUNCTION WITH THE PERMITTING AGENCY AT THE TIME OF DESIGN. (TYPES, SIZES & SPACING OF PLANTS)

PROPERTY LINE ROAD RIGHT OF WAY EDGE OF EXISTING ROAD STORM CULVERT DRAIN TILE UNDERGROUND ELECTRIC OVERHEAD ELECTRICAL POWER POLE MAJOR CONTOUR MINOR CONTOUR TREE LINE WETLAND

EXISTING DRAINAGE PATTERN

TEMPORARY AGGREGATE ROAD AGGREGATE ROAD BASE AGGREGATE BASE - LAYDOWN YARD PERIMETER SECURITY FENCE TEMPORARY FENCE SETBACK LINE LEASE BOUNDARY PROPOSED POWER POLE & LINE

EQUIPMENT PAD & XCEL POI LOCATION

Novel 2303 Wycliff St, Suite 300

St Paul, MN 55114

info@novelenergy.biz 612-345-7188 telephone

### Client **FREDERICK & CINDY STUMPF**

**RED WING, MN** 

# Project **NOVEL STUMPF 1 SOLAR, LLC**

### Location **26379 STUMPF** LN, RED WING, MN 55066

### Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

SCOTT GEDDES, P.E.

Registration No. 42649 Date: If applicable, contact us for a wet signed copy of this plan which is available upon request at Novel Energy Solutions - St. Paul, MN office.

### Summary

Designed: SEG Drawn: MEN

proved: SEG	Book / Page:
ase: PRELIMINARY	Initial Issue: 2/25/2021

#### **Revisions** No. Date By Chk Description ADD STORMWTR FEATURE 1 3/23/21 SEG

1		

Sheet Title PRELIMINARY **SITE PLAN** 

Sheet No. Revision Project No. STU

SOLAR ARRAY



<u> </u>	ANT SCHEDULE =		
SYMBOL	SEED MIX	CONT	QTY
	PERIMETER OF ARRAY Seed Mix POLLINATOR MIX	Seed	5.18 ac.
	UNDER ARRAY Seed Mix NATIVE GRASS MIX	Seed	5.27 ac.

### SEED MIXES =

GRASS MIX			
SCIENTIFIC NAME	COMMON NAME	PLS MIX %	RATE PER AC PLS POUNDS
Andropogon gerardii	Big Bluestem	35	3.5
Sorghastrum nutans	Indian grass	25	2.5
Schizachyrium scoparium	Little bluestem	18	18
Bouteloua curtipendula	Side oats grama	12	1.3
Elymus canadensis	Canada wild rye	5	0.5
Bouteloua gracilis	Blue grama	3	0.3
Panicum virgatum	Switch grass	2	0.2
WILDFLOWER MIX		100	10
SCIENTIFIC NAME		PLS	PLS Oz
		MIX%	PER Acre
Dalea purpurea	Purple prairie clover	18	7.2
Verbena stricta	Hoary vervain	17	68
Rudbeckia hirta	Black-eyed Susan	16	6.4
Amorpha canescens	Leadplant	10	
Heliopsis helianthoides	Common ox-eye	7	21
Zizia aurea Solidago rigida	Golden Alexander	5	14
	Stiff goldenrod	4	1.0
Desmodium canadense Oenothera biennis	Canada tick trefoil Evening primrose	3.5	1.4
		3	
Verbena hastata Asclepias syriaca	Blue vervain	2.5	1.:
Astragalus canadensis	Common milkweed	2.5	0
Liatris ligulistylis	Canada milk vetch Meadow blazing star	2	01
Liatris ingunistyns	Tall blazing star	2	01
			01
		2	0.9
Symphyotrichum laeve	Smooth aster	2	
Achillea millefoilium	Yarrow	2	08
Achillea millefoilium Monarda fistulosa	Yarrow Wild bergamot	2 1 100	0 8 0.4 40
Achillea millefoilium Monarda fistulosa	Yarrow	2 1 100 OR HEAVIER	0 4 0.4 4( \$SOILS
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT	Yarrow Wild bergamot	2 1 100	0 8 0.4 40
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX	Yarrow         Wild bergamot         VE GRASS SEED MIX - F	OR HEAVIER	0 4 0.4 4 SOILS PLS POUNDS PER ACRE
Achillea millefoilium Monarda fistulosa UNDER ARRAY NATI GRASS MIX SCIENTIFIC NAME	Yarrow         Wild bergamot         Wild Sergamot         VE GRASS SEED MIX - F         COMMON NAME	OR HEAVIER	0 a 0.4 44 SOILS PLS POUNDS PER ACRE
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium	Yarrow         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem	2 1 100 0R HEAVIER PLX MIX % 50	0 a 0.4 44 2 SOILS PLS POUNDS PER ACRE
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium Bouteloua curtipendula	Yarrow         Wild bergamot         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem         Side oats grama	2 1 100 OR HEAVIER PLX MIX % 50 30	0 8 0.4 40 8 SOILS PLS POUNDS PER ACRE
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium Bouteloua curtipendula Bouteloua gracilis Bromus kalmii	Yarrow         Wild bergamot         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem         Side oats grama         Blue grama	2 1 100 0R HEAVIER PLX MIX % 50 30 15	0 8 0.4 40 8 SOILS PLS POUNDS PER ACRE
Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium Bouteloua curtipendula Bouteloua gracilis Bromus kalmii Sporobolus heterolepis	Yarrow         Wild bergamot         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem         Side oats grama         Blue grama         Kalm's brome	2 1 100 0R HEAVIER PLX MIX % 50 30 15 3	0 8 0.4 40 8 SOILS PLS POUNDS
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Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium Bouteloua curtipendula Bouteloua gracilis Bromus kalmii Sporobolus heterolepis WILDFLOWER MIX SCIENTIFIC NAME Dalea purpurea Rudbeckia hirta Ratibida columnifera Zizia aurea Amorpha canescens Chamaecrista fasciculata Achillea millefoilum	Yarrow         Wild bergamot         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem         Side oats grama         Blue grama         Kalm's brome         Prairie dropseed         Purple prairie clover         Black-eyed Susan         Long-headed coneflower         Golden Alexander         Leadplant         Partridge pea         Yarrow         Bush clover	2 1 100 OR HEAVIER PLX MIX % 50 30 50 30 15 3 2 100 PLS MIX % 100 PLS MIX % 13.5 18 13.5 18 13.5 5 2.5 2.5	0 0. 4 3 3 5 5 5 5 5 5 5 6 6 7 7 7 7 7 7 7 7 7 7 7
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Achillea millefoilium Monarda fistulosa UNDER ARRAY NAT GRASS MIX SCIENTIFIC NAME Schizachyrium scoparium Bouteloua curtipendula Bouteloua gracilis Bromus kalmii Sporobolus heterolepis WILDFLOWER MIX SCIENTIFIC NAME Dalea purpurea Rudbeckia hirta Ratibida columnifera Zizia aurea Amorpha canescens Chamaecrista fasciculata Achillea millefoilum Lespedeza capitata Asclepias tuberosa Coreopsis palmata	Yarrow         Wild bergamot         Wild bergamot         VE GRASS SEED MIX - F         COMMON NAME         Little bluestem         Side oats grama         Blue grama         Kalm's brome         Prairie dropseed         Prairie dropseed         Purple prairie clover         Black-eyed Susan         Long-headed coneflower         Golden Alexander         Leadplant         Partridge pea         Yarrow         Bush clover         Butterfly weed         Stiff tickseed	2           1           100           0R HEAVIER           PLX MIX %           50           30           15           30           15           30           155           30           100           PLX MIX %           35.75           18           13.5           12           9           5           2.5           2.5           2.5           0.5	01 0. 44 2 SOILS PLS POUNDS PER ACRE 10. 0. 11 PLS OZ PER ACRE 14. 7. 5. 4 4 3. 0 0 0 0

TO BE APPROVED BY OWNER AND LOCAL JURISDICTIONAL AGENCY.
 NO BIG BLUESTEM OR INDIAN GRASS IN GRASS MIX.
 PROCURE SEED WITHIN 175 MILES OF SOLAR INSTALLATION.



2303 Wycliff St, Suite 300 St Paul, MN 55114

info@novelenergy.biz 612-345-7188 telephone

### Client **FREDERICK & CINDY STUMPF**

RED WING, MN

# Project **NOVEL STUMPF 1 SOLAR, LLC**

# Location **26379 STUMPF** LN, RED WING, MN 55066

### Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

SCOTT GEDDES, P.E. Registration No. 42649 Date:

If applicable, contact us for a wet signed copy of this plan which is available upon request at Novel Energy Solutions - St. Paul, MN office.

### Summary

Designed: SEGDrawn: MENApproved: SEGBook / Page:

Phase: PRELIMINARY Initial Issue: 2/25/2021

### Revisions

No.	Date	Ву	Chk	Description
1	3/23/21	SEG		REV SEEDING QTY
_				

Sheet Title PRELIMINARY REVEGETATION PLAN

Sheet No. Revision

Project No.



# **BOARD OF COMMISSIONERS**

# FY 2021 1st Quarter Financial Report

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### **1st Quarter Financial Report - Revenues**

<b>BUDGET VS. ACTUALS</b>	2021	2021	Percent of	
	Budget	Actual	Budget	2020 %'s
Taxes & Penalties	\$ 41,186,296	\$ 1,076,733	3%	2%
Licenses & Permits	498,880	171,153	34%	21%
Intergovernmental	21,392,695	5,243,737	25%	19%
Charges for Services	3,618,935	1,010,356	28%	31%
Fines & Forfeitures	12,800	1,374	11%	19%
Gifts & Contributions	19,550	9,190	47%	44%
Interest	612,730	260,161	42%	32%
Other Revenues & Financing Sources	2,121,827	346,851	16%	13%
Transfers In	137,792	174,730	127%	1%
Total Revenues	\$ 69,601,505	\$ 8,294,285	12%	11%
Planned Use of Fund Balance	\$ 6,094,142			
Adjusted Revenues	\$ 75,695,647			

<u>2020 VS. 2021</u>	2020	2021	Ov	/(Under)	Over/(Under)
	Actual	Actual	Pri	or Year (\$)	Prior Year (%)
Taxes & Penalties	\$ 961,800	\$ 1,076,733	\$	114,933	12%
Licenses & Permits	103,115	171,153		68,038	66%
Intergovernmental	5,258,118	5,243,737		(14,381)	0%
Charges for Services	1,237,305	1,010,356		(226,949)	-18%
Fines & Forfeitures	2,757	1,374		(1,383)	-50%
Gifts & Contributions	7,950	9,190		1,240	16%
Interest	223,411	260,161		36,750	16%
Other Revenues & Financing Sources	673,340	346,851		(326,489)	-48%
Transfers In	6,212	174,730		168,518	2713%
Total Revenues	\$ 8,474,008	\$ 8,294,285	\$	(179,723)	-2%

#### EXPLANATION SECTION

A 1st half tax payments due in May

### **1st Quarter Financial Report - Expenses**

BUDGET VS. ACTUALS	2021		2021	Percent of		
	Budget		Actual	Budget	2020 %'s	
Public Assistance	\$ 6,374,134	\$	1,628,810	26%	28%	
Personnel Services	35,544,915		8,183,667	23%	22%	
Services & Charges	23,197,551		2,567,062	11%	8%	
Supplies & Materials	2,182,320		492,266	23%	25%	
Capital Outlay	3,154,056		279,423	9%	12%	
Debt Service	1,867,858		1,596,324	85%	78%	В
Other Expenses	2,302,923		1,636,460	71%	63%	С
Transfers Out	137,792		174,730	127%	1%	
Total Expenses	\$ 74,761,549	\$	16,558,742	22%	20%	
Future Fund Balance	\$ 934,098					
Adjusted Expenses	\$ 75,695,647	•				

2020		2021	Ov	/er/(Under)	Over/(Under)	
Actual		Actual	Pri	or Year (\$)	Prior Year (%)	)
\$ 1,758,909	\$	1,628,810	\$	(130,099)	-7%	
7,816,447		8,183,667		367,220	5%	
2,143,798		2,567,062		423,264	20%	
643,259		492,266		(150,993)	-23%	
425,178		279,423		(145,755)	-34%	Α
1,585,104		1,596,324		11,220	1%	
1,410,157		1,636,460		226,303	16%	
6,213		174,730		168,517	2712%	
\$ 15,789,065	\$	16,558,742	\$	769,677	5%	1
\$	Actual \$ 1,758,909 7,816,447 2,143,798 643,259 425,178 1,585,104 1,410,157 6,213	Actual \$ 1,758,909 \$ 7,816,447 2,143,798 643,259 425,178 1,585,104 1,410,157 6,213	Actual         Actual           \$ 1,758,909         \$ 1,628,810           7,816,447         8,183,667           2,143,798         2,567,062           643,259         492,266           425,178         279,423           1,585,104         1,596,324           1,410,157         1,636,460           6,213         174,730	Actual         Actual         Pri           \$ 1,758,909         \$ 1,628,810         \$           7,816,447         8,183,667         \$           2,143,798         2,567,062         \$           643,259         492,266         \$           425,178         279,423         \$           1,585,104         1,596,324         \$           1,410,157         1,636,460         \$           6,213         174,730         \$	Actual         Actual         Prior Year (\$)           \$ 1,758,909         \$ 1,628,810         \$ (130,099)           7,816,447         8,183,667         367,220           2,143,798         2,567,062         423,264           643,259         492,266         (150,993)           425,178         279,423         (145,755)           1,585,104         1,596,324         11,220           1,410,157         1,636,460         226,303           6,213         174,730         168,517	ActualActualPrior Year (\$)Prior Year (\$)\$ 1,758,909\$ 1,628,810\$ (130,099)-7%7,816,4478,183,667367,2205%2,143,7982,567,062423,26420%643,259492,266(150,993)-23%425,178279,423(145,755)-34%1,585,1041,596,32411,2201%1,410,1571,636,460226,30316%6,213174,730168,5172712%

#### **EXPLANATION SECTION**

A Amounts budgeted and spent fluctuate based on capital plan and timing of projects completed.

**B** Debt service principal payments due in Feb.

C \$917k MN Business & Non Profit Relief Grant distributions (not budgeted).

#### General Fund Fund Balance Report (Cash Basis) March 2021

Cash on Hand - General Fund Restrictions Commitments Assignments Unassigned Fund Balance (Cash on Hand) \$ 20,223,152.23 (2,051,088.16) (2,521,006.07) (3,095,640.65) \$ 12,555,417.35

Destrictions		2020		2021	2021		2021	2021		Balance
Restrictions	•	Balance	<b>^</b>	Levy	Revenues	<b>^</b>	Expenses	Activity (net)	<b>^</b>	3/30/2021
Unclaimed Funds	\$	595.00	\$	-	\$ -	\$	-	\$ -	\$	595.00
Gravel Pit Closure/Restoration		280,264.00		-	5,592.73		-	5,592.73		285,856.73
Law Library		191,270.00		-	19,604.19		16.52	19,587.67		210,857.67
Attorney's Forfeiture Fund		28,535.00		-	-		-	-		28,535.00
Attorney Victim/Witness Assistance		5,403.00		-	148.74		-	148.74		5,551.74
Drug Treatment Court		175,035.10		100,000.00	21,114.00		18,097.56	103,016.44		278,051.54
Recorder's Technology Fund		116,423.00		-	30,960.00		10,000.00	20,960.00		137,383.00
Recorder's Compliance Fund		171,254.00		-	34,056.00		15,046.48	19,009.52		190,263.52
Veterans Operational Grant		7,700.00		-	-		3,105.95	(3,105.95)		4,594.05
Veterans Transportation (donations)		7,801.00		-	2,574.18		6,021.49	(3,447.31)		4,353.69
Buffer Initiative		347,340.00		-	-		182,725.00	(182,725.00)		164,615.00
Aquatic Invasive Species Prevention		253,075.00		-	-		22,980.00	(22,980.00)		230,095.00
Sheriff's Forfeiture Fund		-		-	-		-	-		-
Sheriff CounterAct		19,060.00		-	372.70		-	372.70		19,432.70
Sheriff's K-9 Account (donations)		17,103.00		-	1,450.00		-	1,450.00		18,553.00
Gun Permit Application Fees		50,010.00		-	31,350.00		660.43	30,689.57		80,699.57
Sheriff's Contingency		481.00		-	792.00		-	792.00		1,273.00
Enhanced 911 System		204,919.00		-	76,795.36		18,024.64	58,770.72		263,689.72
Correction Service Fee		17,101.00		-	850.00		-	850.00		17,951.00
Local Correctional Fees (Adult)		52,349.00		-	6,166.35		-	6,166.35		58,515.35
County Ditch #1		72,859.00		-	-		22,637.12	(22,637.12)		50,221.88
Restricted Fund Balance	\$	2,018,577.10	\$	100,000.00	\$ 231,826.25	\$	299,315.19	\$ 32,511.06	\$	2,051,088.16

	2020	2021		2021	2021		2021	Balance
Commitments	Balance	Levy	R	levenues	Expenses	-	Activity (net)	3/30/2021
Land Use/Environmental Ordinance	\$ 155,168.00	\$ -	\$	265.00	\$ -	\$	265.00	\$ 155,433.00
Petty Cash Change Funds	1,675.00	-		-	-		-	1,675.00
Employee Wellness Committee	7,932.00	-		4,775.91	180.24		4,595.67	12,527.67
Byllesby Dam	25,003.00	-		-	2,011.76		(2,011.76)	22,991.24
Compensated Absences	312,804.00	250,000.00		-	136,750.84		113,249.16	426,053.16
27th Payroll	596,741.00	75,000.00		-	-		75,000.00	671,741.00
Tax Court Settlements	226,500.00	-		-	-		-	226,500.00
Natural, tech, human-caused hazards	1,000,000.00	-		-	-		-	1,000,000.00
Tax Forfeited Property Funding	 4,085.00	-		-	-		-	4,085.00
Committed Fund Balance	\$ 2,329,908.00	\$ 325,000.00	\$	5,040.91	\$ 138,942.84	\$	191,098.07	\$ 2,521,006.07

	2020	2021	2021	2021		2021	Balance
Assignments	Balance	Levy	Revenues	Expenses	Α	ctivity (net)	3/30/2021
Election Activities	\$ -	\$ -	\$ 4,816.34	\$ 13,791.74		(8,975.40)	(8,975.40)
County Motor Pool	104,564.00	-	7,133.40	3,532.36		3,601.04	108,165.04
Inmate Improvement Fund	83,178.00	-	11,523.71	3,891.25		7,632.46	90,810.46
Employee Training & Development	6,400.00	-	-	11,654.45		(11,654.45)	(5,254.45)
Radio Tower Repairs	45,000.00	20,000.00	-	-		20,000.00	65,000.00
County Program Aid Contingency	1,518,111.00	-	-	-		-	1,518,111.00
Building Contingencies	 1,077,784.00	250,000.00	-	-		250,000.00	1,327,784.00
Assigned Fund Balance	\$ 2,835,037.00	\$ 270,000.00	\$ 23,473.45	\$ 32,869.80	\$	260,603.65	\$ 3,095,640.65

### **1st Quarter Financial Report - Capital Plan**

	2021 CAPITAL PLAN REPORT - SUMMARY										
				Capital							
			Ca	rryovers &							
		Budget	Вс	onding Plan		Final		Amount		Budget	
Through Q1		Request	A	djustments		Budget		Expended		Balance	
2021	\$	2,521,134	\$	519,916	\$	3,041,050	\$	198,267	\$	2,842,783	
2020	\$	2,876,560	\$	430,883	\$	3,307,443	\$	470,139	\$	2,837,304	
2019	\$	2,819,135	\$	61,454	\$	2,880,589	\$	203,649	\$	2,676,940	
2018	\$	1,263,021	\$	120,426	\$	1,383,447	\$	262,365	\$	1,121,082	
2017	\$	2,059,241	\$	1,017,698	\$	3,076,939	\$	764,495	\$	2,312,444	
2016	\$	1,034,972	\$	5,181,398	\$	6,216,370	\$	1,174,744	\$	5,041,626	

	2021	2020	2021	2021	2021
	Budget	Capital	Final	Amount	Budget
	Request	Carryovers	Budget	Expended	Balance
Administration	2,400	-	2,400	-	2,400
Attorney	188,800	-	188,800	-	188,800
County Board	1,550	-	1,550	-	1,550
Courts	16,650	-	16,650	-	16,650
Facilities Maintenance	86,700	315,091	401,791	23,410	378,381
Finance & Taxpayer Services	123,487	-	123,487	-	123,487
Fleet	48,000	-	48,000	-	48,000
Health & Human Services	4,850	-	4,850	-	4,850
Human Resources	7,400	-	7,400	8,158	(758)
Information Technology	206,746	-	206,746	-	206,746
Planning/Building/Zoning/EH	33,450	-	33,450	-	33,450
Public Works	729,625	141,000	870,625	128,123	742,502
<u>Sheriff:</u>					
ADC	48,350	-	48 <i>,</i> 350	-	48,350
Civil/Patrol Division	800,575	51,825	852,400	27,918	824,482
Seasonal B&W	3,000	-	3,000	-	3,000
Surveyor/GIS	3,950	-	3,950	-	3,950
Waste Management	215,601	12,000	227,601	10,657	216,944
Total Capital Plan Budget	\$ 2,521,134	\$ 519,916	\$ 3,041,050	\$ 198,267	\$ 2,842,783
Future Fund Balance	-	-	-	-	-
Other Financing Sources		-	-	-	-
Total Capital Plan Levy	\$ 2,521,134	\$ 519,916	\$ 3,041,050	\$ 198,267	\$ 2,842,783



#### **1st Quarter Financial Report - Investments**







Yields		MAGIC			
3/31/xx		Fund	CDs		Ckg/Svgs
	2017	0.82%		0.86%	0.00%
	2018	1.42%		1.66%	0.00%
	2019	2.50%		2.10%	1.50%
	2020	1.36%		2.42%	0.28%
	2021	0.04%		2.19%	0.01%



Weighted Average Maturity Date for CDs is 3/15/2023

### Goodhue County Public Works Project Status Report for May 4, 2021

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Bidding	
	Road Construction	
CSAH 24	CSAH 24: SEC-N Grading, Aggregate Base & Shouldering, Storm Sewer	Project awarded to Northland Grading & Excavating. Construction anticipated to begin early June.
Various	Aggregate Surfacing CR 42, 45, 46, 52, 55	Bid awarded to Roberson Lime & Rock. Construction anticipated to begin early June.
Various	Seal Coat CSAH 14, 30, 64, and Kenyon Shop Parking Lot	Bid awarded to Fahrner Asphalt. Construction anticipated to begin early June.
Various	Traffic Marking County Wide	Bid awarded to Traffic Marking Service. Construction anticipated to begin the week of May 3 <sup>rd</sup> .
Various	Bridge Maintenance & Guardrail	Bid awarded to Mattison. Construction anticipated to begin mid to late May.
CSAH 6	Concrete Paving TH 58 – 435 <sup>th</sup> Street	Contract awarded to Doyle Conner. Construction anticipated to begin early June 2021.
Cherry Grove & Roscoe Twp.	Bridges L0736 & R0004	Cherry Grove piling and bridge abutments constructed, deck & railing placed. Roscoe temp bridge construction completed, piling and bridge abutments constructed, deck & railing placed. Grading on both structures is ongoing.
3 <sup>rd</sup> Street Cannon Falls	Bridge L5391 Bridge Rehabilitation	Bids opened on September 22 <sup>nd</sup> . Project awarded based on agreement with City of Cannon Falls. Construction planned to begin April 19 <sup>th</sup> , 2021.
CSAH 27 & Leon Twp.	2020 Box Culverts CSAH 27 & Leon	Project awarded to Fitzgerald Excavating. Construction began October 14 <sup>th</sup> on the Leon Twp. box culvert. Leon Twp. box culvert has final turf establishment remaining that will be completed in the Spring of 2021. CSAH 27 culvert extensions are completed.
CSAH 6	Grading TH 58 – 435 <sup>th</sup> Street	Grading activities on the north portion of the project are completed. Majority of the work on the south portion complete. Edge drain currently being installed and final grading operations taking place.

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Maintenance Department	
Various	Brushing and Tree Trimming	Work in progress.
Various	Washing Bridge Decks	Work completed.
Various	Sweeping Intersections and Bridges	Work completed.
Various	Shoulder Reclamation	Work in progress.
Various	Crack Sealing & Mastic	Work in progress.
	Planning & Studies	
St Paul - Chicago	Great River Rail Commission	The Commission continues to advocate for the Twin Cities – Milwaukee – Chicago Intercity City Passenger Rail Service, or the TCMC Second Train, or the TCMC second train to Chicago. A \$10 million proposal before the Legislature would provide the final piece of funding for stops at points in southeast Minnesota and Wisconsin. If all plans materialize, rail service could begin as early as 2023.
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 implementation.
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 long time.
TH 63	Mississippi River Bridge @ Red Wing (Mn/DOT)	Project substantially complete in the fall of 2020 with an expected opening celebration in 2021.

The following is a summary of the claims to be reviewed and approved at the May 04, 2021 board meeting:

01	General Fund	\$ 220,407.88
03	Public Works	\$ 46,672.83
11	Human Service Fund	\$ 13,282.06
12	GC Family Services Collaborative	\$ -
21	ISTS	\$ -
25	EDA	\$ 500.00
30	Capital Improvement	\$ -
31	Capital Equipment	\$ -
34	Capital Equipment	\$ 272,697.86
35	Debt Service	\$ -
40	County Ditch	\$ -
61	Waste Management	\$ 6,844.88
62	Recycling Center	\$ -
63	HHW	\$ -
72	Other Agency	\$ 245,097.92
81	Settlement	\$ 1,006.40
	Totals	\$ 806,509.83

### GROSS PAYROLL

(including Employer Related Tax Payments)

Period Ending		Paid Date		Amount
4/2/2021		4/15/2021	\$	1,046,330.73
Checks (WFXX,WFXX-ACH)		\$ 545,749.61		
EFT (Manual Warrants)		\$ 260,760.22		
	Total:	\$ 806,509.83		

PONCELET 04/15/2021

8:31:53AM

Manual Warrants

### **Goodhue County**

WARRANT REGISTER



Page 1

<u>Warr #</u> <u>Vendor #</u> <u>Vendor Name</u> 12100 11506 Alerus Financial			<u>Amount</u>	Description OBO#	On-Behalf-of	<u>Account Number</u> f-Name	Invoice # From Date	<u>PO #</u> <u>To Date</u>
			19,976.97	4/15/21 Payroll-C	o HSA Contrib	01-000-000-2504-2005		0
			3,675.01			03-000-000-2504-2005		0
			11,776.22	4/15/21 Payroll-C		11-000-000-2504-2005		0
			578.85	4/15/21 Payroll-C	o HSA Contrib	61-000-000-2504-2005		0
Warrant #	12100	Total	36,007.05	Date 4/15/2021				
	Fi	nal Total	36,007.05	4	Transactions			

#### PONCELET 04/15/2021

8:31:53AM

### **Goodhue County**

#### Warr # Vendor #

RECAP BY FUND

FUND		
FUND	AMOUNT	
1	19,976.97	
3	3,675.01	
11	11,776.22	
61	578.85	
	36,007.05	TOTAL

NAME
County General Revenue
County Road and Bridge
Health & Human Service Fund
Waste Management Facilities

ndahlstrom 04/15/2021

9:00:20AM

Manual Warrants

### **Goodhue County**

WARRANT REGISTER



#### Page 1

Warr #     Vendor #     Vendor Name       12101     11872     Intellicents	Amount	Description OBO# On-Behalf-of	<u>Account Number</u> f <u>-Nam</u> e	Invoice <u>#</u> From Date	<u>PO #</u> <u>To Date</u>
	985.71	Consultant Fee 4/2021	01-061-000-0000-6278	717	0
	111.95	Consultant Fee 4/2021	11-420-600-0010-6283	717	0
	43.05	Consultant Fee 4/2021	11-420-640-0010-6283	717	0
	154.99	Consultant Fee 4/2021	11-430-700-0010-6283	717	0
	43.05	Consultant Fee 4/2021	11-479-478-0000-6283	717	0
	77.50	Consultant Fee 4/2021	11-479-479-0000-6283	717	0
Warrant # 12101 T	otal 1,416.25	Date 4/15/2021			
Final To	otal 1,416.25	6 Transactions			

9:00:20AM

### **Goodhue County**

#### Warr # Vendor #

RECAP BY FUND

FUND AMOUNT 1 11 1,416.25 TOTAL

985.71

430.54

#### NAME

County General Revenue Health & Human Service Fund ndahlstrom 04/16/2021

10:57:53AM

### Goodhue County WARRANT REGISTER

FINANCIAL SYSTEMS

Page 1

Manual Warrants

Warr #         Vendor #         Vendor Name           12102         1358         Wells Fargo Brokerage-Premium Paid	<u>Amount</u>	<u>Description</u> <u>OBO#</u> O	<u>Account Number</u> In-Behalf-of-Name	Invoice # From Date	<u>PO #</u> <u>To Date</u>
Warrant # 12102 Total		Safekeeping Fees 4/20 Date 4/15/2021	01-001-000-0000-6375		0
Final Total	58.00	1 Trai	nsactions		

10:57:53AM

### **Goodhue County**

#### Warr # Vendor #

RECAP BY FUND

**FUND** 1

AMOUNT 58.00 58.00 TOTAL <u>NAME</u> County General Revenue

Vendor # Vendor Name

#### 10:21:33AM Warrant Form WFXX Audi

### **Goodhue County** WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

0,2021		nt Form <b>WFXX</b> s Warrants		WARRANT REGISTER Auditor Warrants	Approved 04/16/202 Pay Date 04/16/202		Page 1
ndor #	Vendor Name		Amount	Description	Account Number	Invoice #	<u>PO#</u> <u>Tx</u>
			Amount	OBO# On-Behali		From Date	To Date
10529	ADP, LLC Warrant # 456	058 Total	5,599.96 <b>5,599.96</b>	Payroll Proc 3/5-3/19/21	01-061-000-0000-6279	578068259	N
12203	Advance Auto Parts Warrant # 456	059 Total	294.78 <b>294.78</b>	Batteries 1202	03-340-000-0000-6562	2053-426006	Ν
301	Advanced Business Syst Warrant # 456		186.25 <b>186.25</b>	Ink Cartridge - GOV Ctr 4/7	01-001-000-0000-6345	97004	Ν
1047	Arnold's A Kleen-Tech Co Warrant # 456		160.00 <b>160.00</b>	Roll Towels 3/24/21	01-111-112-0000-6411	640226	Ν
13364	Aspen Mills Incorporated Warrant # 456	062 Total	649.36 <b>649.36</b>	Intl Uniform/Wright 4/8	01-207-000-0000-6453	272383	Ν
9828	BCA - MNJIS Section Warrant # 456	063 Total	1,110.00 <b>1,110.00</b>	CJDC Connect Fee 1/1-3/31/21	01-209-000-0000-6282	00000649492	Ν
6786	Bentley Systems Inc		1,140.00	MicroSta Select (1)	03-320-000-0000-6268	48182057	N
6786			7,455.00	OpenRds Designer (3)	03-320-000-0000-6268	48182057	Ν
6786	Warrant # 456	064 Total	180.00 <b>8,775.00</b>	Bentley Connections (1)	03-320-000-0000-6268	48182057	Ν
14406	Bigelow Homes LLC Warrant # 456	065 Total	2,002.77 <b>2,002.77</b>	CARES-Permit 21-W010	01-003-000-0000-6892		Ν
11439	Century Link Warrant # 456	066 Total	129.00 <b>129.00</b>	EOC Phone Lines 4/2021	01-281-280-0000-6201	612 E31-0139	Ν
11382	CORE Professional Serv Warrant # 456		800.00 <b>800.00</b>	Psych Eval:DKulseth 2/9 & 2/22	01-011-000-0000-6272	992	Ν
12337	Driver and Vehicle Servic Warrant # 456		1,777.63 <b>1,777.63</b>	#2107 Tax/Title Fee 4/2021	34-201-000-0000-6663		Ν
4644	Express Services, Inc. Warrant # 456	069 Total	907.20 <b>907.20</b>	Bldg Concierg Temp 4/11	01-003-000-0000-6894	25271211	Ν
3266	Frontier Communication Warrant # 456	070 Total	115.31 <b>115.31</b>	Phone:Wnmgo Office 4/4-5/3/21	01-201-000-0000-6201	50782424970202	Ν
14723	Gadient/Mitchell		3,900.05	CARES-Permit 21-0078	01-003-000-0000-6892		N

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10:21:33AM

### **Goodhue County** WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

+, 10,2021		arrant Form litor's Warra			WARRANT REG Auditor Warr		Approved Pay Date	04/16/2021 04/16/2021		Page 2
<u>Vendor #</u>	<u>Vendor Name</u> Warrant #	456071	Total	<u>Amount</u> 3,900.05	<u>Description</u> <u>OBO#</u>	<u>On-Behalf-of-N</u>	Account Numb ame	<u>ber</u>	Invoice # From Date	<u>PO #</u> <u>Tx</u> <u>To Date</u>
21220	Goodhue County Co Warrant #	ourt Admin 456072	Total	200.00 <b>200.00</b>	Juv Restitution 25-JV-19	9-197	01-255-250-0000-	6850		Ν
14724	Hofschulte/Cris & M Warrant #	olly <b>456073</b>	Total	2,520.21 <b>2,520.21</b>	CARES-Permit 21-0079		01-003-000-0000-	6892		Ν
11446	Hoisington Koegler Warrant #	Group, Inc <b>456074</b>	Total	191.25 <b>191.25</b>	GMRPTC App-Nielsen		03-521-000-0000-	6278	019-008-9	Ν
4901	Houston Engineerin Warrant #	g Inc 456075	Total	1,173.00 <b>1,173.00</b>	ProjectR00600-0004 P⊦	1003 3/21	01-630-000-0000-	6283	0052996	Ν
3972	Innovative Office Sc Warrant #	lutions Llc 456076	Total	65.14 <b>65.14</b>	Disk Mailers/Highlighters	s 3/25	01-091-000-0000-	6405	IN3305334	Ν
11597	Inspire Closing Serv Warrant #	ices 456077	Total	235.00 <b>235.00</b>	52.100.3840 Overpmt		81-850-000-0000-	2102		Ν
29315	Kanabec County Sh Warrant #	eriff Dept <b>456078</b>	Total	43.81 <b>43.81</b>	Subp Svc:St v. JWeldon	3/24	01-091-000-0000-	6277	21-000107	Ν
14720	MCCFMA / AMC Warrant #	456079	Total	350.00 <b>350.00</b>	2021 MCCFMA Member	rship	01-111-000-0000-	6243	12891	Ν
10139	MedTox Laboratorie <b>Warrant #</b>	s, Inc. <b>456080</b>	Total	72.96 <b>72.96</b>	Drug Scrn: Wright/Jense	en 3/21	01-207-000-0000-	6291	0320214741	Ν
73841	Milwaukee County C Warrant #	Office of the Sh 456081	eriff <b>Total</b>	90.00 <b>90.00</b>	Subpoena Svc: ETowns	end 2/5/21	01-011-000-0000-	6277	21-000174	Ν
1615 1615	Mn Bureau Of Crimi <b>Warrant #</b>	nal Apprehens 456082	ion <b>Total</b>	3,660.00 710.00 <b>4,370.00</b>	PTC: (366) New 1/1-3/3 PTC: (142) Renew 1/1-3		72-850-000-0000- 72-850-000-0000-		25-000068 25-000068	N N
1821 1821 1821 1821 1821 1821	Mn Dept Of Finance			1.50 1,338.00 303.00 11,518.50 1,600.00 1,860.00	Torrens Adjustment Q12 Battered Wmn/Birth Cer RE Assurance Q121 State Surcharges 3/202 Birth/Death Surchg 3/20 Birth Cert S/C 3/2021	t 3/2021 1	01-101-000-0000- 72-850-000-0000- 72-850-000-0000- 72-850-000-0000- 72-850-000-0000- 72-850-000-0000-	2173 2176 2209 2218		N

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#### 10:21:33AM Warrant Form WFXX

### **Goodhue County** WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

04/10/2021	Warrant For Auditor's Wa			WARRANT REGISTER Auditor Warrants	Approved 04/16/20 Pay Date 04/16/20		Page 3
<u>Vendor #</u>	<u>Vendor Name</u> Warrant # 456083	Total	<u>Amount</u> 16,621.00	<u>Description</u> <u>OBO#</u> <u>On-Behalf-or</u>	<u>Account Number</u> f-Name	Invoice # From Date	<u>PO #</u> _ <u>Tx</u> <u>To Date</u>
6788	Mn Dept Of Health Warrant # 456084	Total	1,232.50 <b>1,232.50</b>	Well Cert Q121	72-850-000-0000-2207		Ν
1417	MN Secretary Of State - Notary Warrant # 456085	Total	120.00 <b>120.00</b>	Notary Application: Tammy 4/9	01-101-000-0000-6243		Ν
11013	Office Of MN.IT Services Warrant # 456086	Total	1,700.00 <b>1,700.00</b>	Mnet Collaboration 3/2021	01-063-000-0000-6301	DV21030351	Ν
5545	Paul's Industrial Garage Warrant # 456087	Total	75.00 <b>75.00</b>	Dumpster 4/1/21	01-201-000-0000-6257	105719	Ν
7361	PB Electronics Inc. Warrant # 456088	Total	448.00 <b>448.00</b>	Rada Rpr 4/8/21	01-201-000-0000-6304	140408	Ν
14728 14728 14728 14728 14728 14728	Pine Creek Services		1,898.00 1,012.38 1,012.37 958.75 1,599.00	Ext Window Washing GOV 3/26/21 Ext Window Washing LEC 3/25/21 Ext Window Washing ADC 3/25/21 Ext Window Washing HHS 3/26/21 Ext Window Washing JUS 3/25/21	01-111-110-0000-6305 01-111-112-0000-6305 01-111-113-0000-6305 01-111-115-0000-6305 01-111-116-0000-6305	19147 19147 19147 19147 19147 19147	N N N N
	Warrant #456089Powder Coating Solutions IncWarrant #456090	Total Total	6,480.50 600.00 600.00	Ext Window Washing LEC 4/6/21	01-111-115-0000-6305	17975	N
14186	Prairie Land Developement LLC Warrant # 456091		332.00 <b>332.00</b>	Abatement 70.205.0910 Pay 2020	81-850-000-0000-2106		Ν
50703	Red Wing Chamber Of Commer Warrant # 456092	ce Total	125.00 <b>125.00</b>	Chamber Bucks - 7/2020 Anniv	01-001-000-0000-6195	11789	Ν
13160	Regents of the University of MN Warrant # 456093	Total	18,814.00 <b>18,814.00</b>	Reimb: 4-H PC Aly Q121	01-601-000-0000-6284	0300026731	Ν
6068	River Country Cooperative Warrant # 456094	Total	42.65 <b>42.65</b>	Unld 0804	03-340-000-0000-6567	294380	Ν
7898 7898	Ryan Mechanical, Inc		21.40 20.00	Water Heater Repair 3/26/21 O-Rings: Pressure Washer 4/8	01-111-110-0000-6305 01-201-000-0000-6304	20-1906 20-1939	N N

Vendor #

10:21:33AM

### Warrant Form WFXX

### **Goodhue County** WARRANT REGISTER

INTEGRATED FINANCIAL SYSTEMS

	arrant Form ditor's Warra			WARRANT REGISTER Auditor Warrants		16/2021 16/2021	Page 4
				Description	Account Number	Invoice #	<u>PO #</u> _Tx
<u> Vendor Name</u>			<u>Amount</u>	OBO# On-Behalf-of-N		From Date	To Date
Warrant #	456095	Total	41.40				
7 Safety Signs LLC			1,550.35	HSIP 070-013 Chevron Install	03-310-000-0000-6321	PR#2-FINAL	Ν
Warrant #	456096	Total	1,550.35				
Shred Right			21.00	Document Shredding 3/16/21	01-091-000-0000-6405	547598	Ν
Warrant #	456097	Total	21.00				
) Staples Advantage			39.96	Misc Office Supplies 3/26/21	01-127-127-0000-6405	3473030790	N
)			39.97	Misc Office Supplies 3/26/21	01-127-128-0000-6405	3473030790	Ν
Warrant #	456098	Total	79.93				
7 Sun Life Financial			4.52	Basic Life: G. Barringer 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: H. Bowden 4/21	01-000-000-9001-2022		Ν
7			16.00	EE Life Ins: H. Bowden 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: V. Locco 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: M. Agre 4/21	01-000-000-9001-2022		Ν
7			44.00	EE Life Ins: M. Agre 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: R. Seyffer 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: N. Buck 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: S. Heitman 4/21	01-000-000-9001-2022		Ν
7			4.52	Basic Life: D. Landau 4/21	01-000-000-9001-2022		Ν
7			64.00	EE Life Ins: D. Landau 4/21	01-000-000-9001-2022		Ν
7			0.56	Dpndtnt Ins: D. Landau 4/21	01-000-000-9001-2022		Ν
7			4.52	Life Ins: C. Lee 4/21	01-000-000-9001-2022		Ν
7			41.60	EE Life Ins: C. Lee 4/21	01-000-000-9001-2022		Ν
Warrant #	456099	Total	206.84				
I Toshiba Business S	olutions USA		57.48	Hlth Unit Copier 4/21	01-207-000-0000-6302	5014582724	Ν
Warrant #	456100	Total	57.48				
9 Toshiba Financial S	ervices (L.A.)		7.18	Copies 2/2021	01-005-000-0000-6302	5014302609	Ν
)			72.41	Copier 4/2021	01-005-000-0000-6302	5014302609	Ν
9			72.41	Copier 4/2021	01-031-000-0000-6302	5014302609	N
)			7.19	Copies 2/2021	01-031-000-0000-6302	5014302609	Ν
)			184.76	Copier 4/2021	01-041-000-0000-6302	5014302608	Ν
)			39.08	Copies 2/2021	01-041-000-0000-6302	5014302608	Ν
)			203.02	Copier 4/2021	01-055-000-0000-6302	5014302601	Ν
)			76.76	Copies 2/2021	01-055-000-0000-6302	5014302601	Ν
9			7.19	Copies 2/2021	01-061-000-0000-6302	5014302609	Ν

### lbrodie

### 04/16/2021

#### 10:21:33AM Warrant Form WFXX Auditor's Warrants

### **Goodhue County**

#### WARRANT REGISTER **Auditor Warrants**

Approved Pay Date 04/16/2021 04/16/2021 INTEGRATED FINANCIAL SYSTEMS

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			<b>Description</b>	Account Number	Invoice #	<u>PO #</u> <u>Tx</u>
	Vendor Name	<u>Amount</u>	<u>OBO#</u>	On-Behalf-of-Name	From Date	<u>To Date</u>
	Toshiba Financial Services (L.A.)	72.40	Copier 4/2021	01-061-000-0000-6302	5014302609	Ν
2469		59.75	Copier 4/2021	01-121-000-0000-6302	5014302607	Ν
2469		3.35	Copies 2/2021	01-121-000-0000-6302	5014302607	Ν
2469		135.51	Copier 4/21	01-201-000-0000-6302	5014302599	Ν
2469		9.24	Copies 2/21	01-201-000-0000-6302	5014302599	Ν
2469		75.86	Patrol Copier 4/21	01-201-000-0000-6302	5014302603	Ν
2469		1.51	Patrol Copies 2/21	01-201-000-0000-6302	5014302603	Ν
2469		238.36	Intake Copier 4/21	01-207-000-0000-6302	5014302600	Ν
2469		216.93	Admin Copier 4/21	01-207-000-0000-6302	5014302598	Ν
2469		42.68	Admin Copies 2/21	01-207-000-0000-6302	5014302598	Ν
2469		13.16	Copies 3/2021	01-255-000-0000-6302	5013877074	Ν
2469		244.85	Copier 3/2021	01-255-000-0000-6302	5013877074	Ν
2469		237.06	Copier 4/2021	01-281-280-0000-6302	5014302597	Ν
2469		17.22	Copies 2/2021	01-281-280-0000-6302	5014302597	Ν
2469		190.61	Copier 4/2021	01-601-000-0000-6302	5014302602	Ν
2469		122.65	Copies 2/2021	01-601-000-0000-6402	5014302602	Ν
	Warrant # 456101 Total	2,351.14				
3418	Verizon Wireless	51.83	Cell Phone 3/3-4/2/21	01-031-000-0000-6202	9876815178	Ν
3418		40.01	Cell Phone 3/3-4/2/21	01-055-000-0000-6206	9876815178	N
3418		46.51	Cell Phone 3/3-4/2/21	01-061-000-0000-6202	9876815178	N
3418		140.71	Cell Phone 3/3-4/2/21	01-063-000-0000-6202	9876815178	N
3418		41.51	Cell Phone 3/3-4/2/21	01-091-000-0000-6202	9876815178	N
3418		41.51	Cell Phone 3/3-4/2/21	01-091-132-0000-6202	9876815178	N
3418		46.51	Cell Phone 3/3-4/2/21	01-103-000-0000-6202	9876815178	N
3418		80.04	Cellular Data 3/3-4/2/2	1 01-103-000-0000-6206	9876815178	N
3418		410.10	Cell Phone 3/3-4/2/21	01-111-000-0000-6202	9876815178	N
3418		88.02	Cell Phone 3/3-4/2/21	01-121-000-0000-6202	9876815178	N
3418		40.03	Cellular Data 3/3-4/2/2	1 01-121-000-0000-6206	9876815178	N
3418		93.02	Cell Phone 3/3-4/2/21	01-127-127-0000-6202	9876815178	N
3418		88.02	Cell Phone 3/3-4/2/21	01-127-129-0000-6202	9876815178	N
3418		1,676.70	Cell Phone 3/3-4/2/21	01-201-000-0000-6202	9876815178	N
3418		1,360.36	Cellular Data 3/3-4/2/2	1 01-201-000-0000-6206	9876815178	N
3418		83.02	Cell Phone 3/3-4/2/21	01-205-000-0000-6202	9876815178	N
3418		80.02	Cellular Data 3/3-4/2/2	1 01-205-000-0000-6206	9876815178	N
3418		236.07	Cell Phone 3/3-4/2/21	01-207-000-0000-6202	9876815178	N
3418		40.01	Cellular Data 3/3-4/2/2		9876815178	N
3418		207.55	Cell Phone 3/3-4/2/21	01-210-000-0000-6202	9876815178	N
3418		40.01	Cellular Data 3/3-4/2/2		9876815178	N

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#### 10:21:33AM Warrant Form **WFXX** Auditor's Warrants

### **Goodhue County**

#### WARRANT REGISTER Auditor Warrants



INTEGRATED FINANCIAL SYSTEMS

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					Description	Account Number	Invoice #	<u>PO # _Tx</u>
<u>Vendor #</u>	Vendor Name			<u>Amount</u>	<u>OBO#</u>	On-Behalf-of-Name	<u>From Date</u>	To Date
3418	Verizon Wireless			274.06	Cell Phone 3/3-4/2/21	01-255-000-0000-6202	9876815178	Ν
3418				46.51	Cell Phone 3/3-4/2/21	01-281-280-0000-6202	9876815178	Ν
3418				46.51	Cell Phone 3/3-4/2/21	01-601-000-0000-6202	9876815178	Ν
3418				124.53	Cell Phone 3/3-4/2/21	03-310-000-0000-6202	9876815178	Ν
3418				40.01	Cellular Data 3/3/4/2/21	03-310-000-0000-6202	9876815178	Ν
3418				232.55	Cell Phone 3/3-4/2/21	03-320-000-0000-6202	9876815178	Ν
3418				90.04	Cellular Data 3/3-4/2/21	03-320-000-0000-6206	9876815178	Ν
3418				93.02	Cell Phone 3/3-4/2/21	03-330-000-0000-6202	9876815178	Ν
3418				46.51	Cell Phone 3/3-4/2/21	03-340-000-0000-6202	9876815178	Ν
3418				124.53	Cell Phone 3/3-4/2/21	11-420-600-0010-6202	9876815178	Ν
3418				31.51	Cell Phone 3/3-4/2/21	11-420-600-0010-6202	9876815178	Ν
3418				670.20	Cell Phone 3/3-4/2/21	11-430-700-0010-6202	9876815178	Ν
3418				83.02	Cell Phone 3/3-4/2/21	11-466-450-0000-6202	9876815178	Ν
3418				83.02	Cell Phone 3/3-4/2/21	11-466-462-0000-6202	9876815178	Ν
3418				41.51	Cell Phone 3/3-4/2/21	11-466-466-0000-6202	9876815178	Ν
3418				41.51	Cell Phone 3/3-4/2/21	11-467-467-0000-6202	9876815178	Ν
3418				41.51	Cell Phone 3/3-4/2/21	61-392-000-0000-6202	9876815178	Ν
	Warrant #	456102	Total	7,042.11				
11465	Wells Fargo Vendo	r Fin Serv		241.89	Copier Lease May	03-330-000-0000-6302	5014588441	Ν
	Warrant #	456103	Total	241.89				
73383	Xcel Energy			126.74	Elec: Pnr Rd Storg 3/1-3	8/30/21 01-201-000-0000-6251	726554942	Ν
73383				174.09	Gas: Pnr Rd Storg 3/1-3	3/30/21 01-201-000-0000-6252	726554942	Ν
73383				272.53	Elec:Aspen Rad Twr 3/1	-3/30/21 01-209-000-0000-6251	726554942	Ν
73383				28.24	Gas: Aspen Rad Twr 3/2	1-3/30/21 01-209-000-0000-6252	726554942	Ν
73383				232.19	Elec: Pn Isl Rad Twr 2/2	21-3/22 01-211-000-0000-6251	726554942	Ν
73383				238.08	Elec: Cn Fls Rad Twr 2/	22-3/23 01-211-000-0000-6251	726554942	Ν
73383				282.15	Elec: Seymour St 3/1-3/	30/21 01-211-000-0000-6251	726554942	Ν
73383				14.54	St Lts - 2N	03-310-000-0000-6251	51-57625991	Ν
73383				15.41	St Lts - 2S	03-310-000-0000-6251	51-60402524	Ν
73383				46.64	St Lts - 66	03-310-000-0000-6251	51-63607118	Ν
73383				47.00	St Lts - 1	03-310-000-0000-6251	51-63607118	Ν
73383				27.22	St Lts - 5	03-310-000-0000-6251	51-64100936	Ν
73383				64.22	St Lts - Bench	03-310-000-0000-6251	51-67548181	Ν
73383				192.68	Signals - 601 Bench	03-310-000-0000-6251	51-67548181	Ν
73383				131.45	Elec - RW Shared	03-350-000-0000-6251	51-101960186	Ν
73383				2,163.42	Elec - RW	03-350-000-0000-6251	51-51300497	Ν
73383				398.84	Gas - RW	03-350-000-0000-6252	51-53157485	Ν

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Auditor's Warrants

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	Vendor Name Xcel Energy			<u>Amount</u> 176.25 64.82 16.87 55.43 703.59	Description OBO# Gas - RW Shared St Lts - Park Sec Lt - Park Elec - Drop Shed Elec - Rcy	Account Number On-Behalf-of-Name 03-350-000-0000-6252 03-521-000-0000-6251 03-521-000-0000-6251 61-398-192-0000-6251 61-398-192-0000-6251	Invoice # From Date 51-101960186 51-46438082 51-73725269 51-69848451 51-69848451	<u>PO #</u> <u>Tx</u> <u>To Date</u> N N N N N
73383	Warrant #	456104	Total	534.95 <b>6,007.35</b>	Gas - Rcy	61-398-192-0000-6252	51-69848451	N
11965	Zemke Trucking Ll Warrant #	LC 456105	Total	4,247.34 <b>4,247.34</b>	Landfill Disp - Mar	61-397-000-0000-6839	1828	Ν
	Warrant Form	WFXX	Total	104,156.16	158 Tra	nsactions		

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					Description	Account Number	Invoice #	<u>PO #</u> <u>Tx</u>
<u>Vendor #</u>	Vendor Name			<u>Amount</u>	<u>OBO#</u> <u>On-Behalf-of</u>	-Name	From Date	<u>To Date</u>
1137	Cannon Falls City			45.40	Utilities Forfeit 52.140.0840	81-850-000-0000-2162	0620-00	Ν
	Warrant #	33193	Total	45.40				
1273	Erickson Engineering	g Co LLC		150.00	Br 25530 Design Piling Rpr #7	03-310-000-0000-6278	14129	Ν
1273		-		300.00	Prelim Eng Cr 44 Br #L0521	03-320-000-0000-6278	14089	N
	Warrant #	33194	Total	450.00	-			
14730	Grayshift LLC			10,070.00	GK Onl Lic:Forensic Ansys 3/24	01-091-130-0000-6270	INV-2587	N
	Warrant #	33195	Total	10,070.00				
3124	Kwik Trip Inc			8.10	KT Mar 2021	01-103-000-0000-6303	278333	N
3124				136.41	KT Mar 2021	01-103-000-0000-6567	278333	Ν
3124				18.00	KT Mar 2021	01-127-127-0000-6303	278333	Ν
3124				547.05	KT Mar 2021	01-127-127-0000-6567	278333	Ν
3124				20.14	KT Mar 2021	01-127-128-0000-6567	278333	Ν
3124				52.09	KT Mar 2021	01-127-129-0000-6567	278333	Ν
3124				9.00	KT Mar 2021	01-130-000-0000-6303	278333	Ν
3124				696.84	KT Mar 2021	01-130-000-0000-6567	278333	Ν
3124				285.80	KT Mar 2021	01-201-000-0000-6303	278334	Ν
3124				9,689.74	KT Mar 2021	01-201-000-0000-6567	278334	N
3124				270.34	KT Mar 2021	01-205-000-0000-6565	278334	N
3124				87.23	KT Mar 2021	01-205-000-0000-6567	278334	Ν
3124				16.43	KT Mar 2021	01-205-236-0000-6567	278334	Ν
3124				69.74	KT Mar 2021	01-281-280-0000-6567	278334	Ν
3124				3,110.03	KT Mar 2021	03-340-000-0000-6565	278333	Ν
3124				280.70	KT Mar 2021	03-340-000-0000-6567	278333	Ν
	Warrant #	33196	Total	15,297.64				
2161	Lee/Carol K			1,718.92	Consulting Svcs 3/2021	01-091-000-0000-6283		Ν
	Warrant #	33197	Total	1,718.92				
14097	McDonough/Michael			1,000.00	Prof Svc 3/2021	01-091-132-0000-6283		Ν
	Warrant #	33198	Total	1,000.00				
1727	Red Wing City-Finan	ice		11,294.68	REP NPP Q321	01-281-280-0000-6897		Ν
	Warrant #	33199	Total	11,294.68				
11982	Summit Food Service	e LLC		452.16	Inmate Laundry 3/13-3/19/21	01-207-000-0000-6366	INV2000107084	Ν
11982				59.13	Condiments 3/19/21	01-207-000-0000-6463	INV2000107082	Ν
11982				4,526.03	Condiments 3/13-3/19/21	01-207-000-0000-6463	INV2000107083	N

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WARRANT REGISTER Auditor Warrants

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oved 04/16/2021 Date 04/16/2021

Warrant #	33200	Total	5,037.32	
Warrant Form	WFXX-ACH	Total	44,913.96	26 Transactions
	Final	Total	149,070.12	184 Transactions

lbrodie 04/16/2021		33AM arrant Form <b>V</b> ditor's Warrant		WA	ARRANT REGISTER Auditor Warrants	Approv Pay D		2021	FINANCI	ATED AL SYSTEMS Page 10
WARRANT RUN		WARRANT <u>FORM</u>	STARTING WARRANT NO.	ENDING WARRANT NO.	DATE OF <u>PAYMENT</u>	DATE OF APPROVAL	PPE <u>COUNT</u>	AMOUNT	CT. <u>COUNT</u>	X <u>AMOUNT</u>
48 8	104,156.16 44,913.96 149,070.12	WFXX WFXX-ACH TOTAL	456058 33193	456105 33200	04/16/2021 04/16/2021	04/16/2021 04/16/2021	2	2,718.92	6	42,195.04

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#### RECAP BY FUND

<u>FUND</u>	AMOUNT	NAME	ACH AMOUNT		NON-ACH AMOUNT
1	98,877.30	County General Revenue	41,027.83		57,849.47
3	18,922.67	County Road and Bridge	3,840.73		15,081.94
11	1,075.30	Health & Human Service Fund	-		1,075.30
34	1,777.63	Capital Plan	-		1,777.63
61	5,582.82	Waste Management Facilities	-		5,582.82
72	22,222.00	Other Agency Funds	-		22,222.00
81	612.40	Settlement Fund	45.40		567.00
	149,070.12	TOTAL	44,913.96	TOTAL ACH	104,156.16 TOTAL NON-ACH

ndahlstrom 04/16/2021

1:36:26PM

### **Goodhue County**

WARRANT REGISTER



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#### Manual Warrants

	De	escription	Account Number	Invoice #	<u>PO #</u>
Warr # Vendor # Vendor Name	<u>Amount</u>	<u>OBO#</u> Or	<u>-Behalf-of-Nam</u> e	From Date	To Date
12099 1820 State Of Minnesota-Sales & Use Tax					
	12.12 Re	eceipt Nbr 447195 03/	12/2021 01-207-240-0000-5859		0
	2.06 Re	eceipt Nbr 447330 03/	19/2021 03-310-000-0000-5934		0
	7.82 Wa	arr Nbr 455612 03/12/	/2021 61-398-000-0000-6420		0
	0.05 Sa	ales Tax Rounding Ad	j 3/2021 01-001-000-0000-6850		0
	29.40 S/\	W Asmt 3/2021	61-000-000-0000-2222		0
	189.55 S/\	W Mgmt 3/2021	61-000-000-0000-2223		0
Warrant # 12099 Total	241.00 Da	ate 4/19/2021			
Final Total	241.00	6 Trans	sactions		
1:36:26PM

# **Goodhue County**

#### Warr # Vendor #

RECAP BY FUND

ND	AMOUNT	
1	12.17	
3	2.06	
61	226.77	
	241.00	TOTAL

FUND



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1:55:20PM

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WARRANT REGISTER

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Manual Warrants

Warr # Vendor # Vendor Name 12103 3796 Department Of F	-		<u>Amount</u>	<u>Description</u> <u>OBO#</u>	<u>On-Behalf-c</u>	<u>Account Number</u> o <u>f-Nam</u> e	Invoice # From Date	<u>PO #</u> <u>To Date</u>
			75,498.31	St Share-Deed Ta	ax 3/2021	72-850-000-0000-2310		0
			147,377.61	St Share-Mtg Tax	3/2021	72-850-000-0000-2311		0
Warrant #	12103	Total	222,875.92	Date 4/19/2021				
	Fir	nal Total	222,875.92	2	Transactions			

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1:55:20PM

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#### Warr # Vendor #

RECAP BY FUND

<u>FUND</u> 72 <u>AMOUNT</u> 222,875.92 222,875.92 TOTAL NAME Other Agency Funds

ndahlstrom 04/20/2021	10:39:11/	٩M		Go	odhue	County	,	INTEGR FINANC	ATED IAL SYSTEMS
	Manual	Warrants			WARRANT R	EGISTER			Page 1
<u>Warr #</u> <u>Vendor #</u> 12104 151:	<ul> <li><u>Vendor Nam</u></li> <li>Alliance Benefit</li> </ul>			Amount	<u>Description</u> <u>OBO#</u>	<u>On-Behalf-o</u>	<u>Account Number</u> f <u>-Nam</u> e	Invoice # From Date	<u>PO #</u> <u>To Date</u>
12104 101.	Warrant #	12104	Total		COBRA Invoice 3 Date 4/20/2021	/2021	01-061-000-0000-6278	C105329	0
		Fin	al Total	162.00	1	Transactions			

10:39:11AM

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#### Warr # Vendor #

RECAP BY FUND

**FUND** 1 AMOUNT 162.00 162.00 TOTAL <u>NAME</u> County General Revenue

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					Description	Account Number	Invoice #	<u>PO#</u> <u>Tx</u>
<u>Vendor #</u>	Vendor Name			<u>Amount</u>	<u>OBO#</u> <u>On-Be</u>	ehalf-of-Name	From Date	<u>To Date</u>
14406	Bigelow Homes LLC			1,188.00	CARES-Permit 21-36	01-003-000-0000-6892		Ν
14406	-			1,188.00	CARES-Permit 21-35	01-003-000-0000-6892		N
14406				1,188.00	CARES-Permit 21-34	01-003-000-0000-6892		N
14406				1,188.00	CARES-Permit 21-33	01-003-000-0000-6892		N
14406				1,822.45	CARES-Permit 21-W013	01-003-000-0000-6892		N
	Warrant #	456134	Total	6,574.45				
1142	Cannon Valley Trail			8,059.00	DNR Grant-CVT 0012-20-3C #1	1 01-002-010-0000-6823		Ν
	Warrant #	456135	Total	8,059.00				
10100	CL Benson Co., Inc			1,415.17	Air Handler Filters 4/8/21	01-111-112-0000-6305	127095	Ν
10100				1,415.18	Air Handler Filters 4/8/21	01-111-113-0000-6305	127095	Ν
	Warrant #	456136	Total	2,830.35				
10432	Compass Minerals A	merica		1,772.41	Salt Kyn	03-310-000-0000-6506	795538	Ν
10432				5,062.55	Salt RW	03-310-000-0000-6506	796135	N
10432				184.95-	Mstr Disc 9033240	03-310-000-0000-6506	796709	N
10432				80.36-	Mstr Disc 9033251	03-310-000-0000-6506	796709	N
10432				81.35-	Mstr Disc 9033248	03-310-000-0000-6506	796709	N
10432				14,583.01	Salt RW	03-310-000-0000-6506	796709	N
10432				129.67 -	Mstr Disc 9033256	03-310-000-0000-6506	796709	Ν
	Warrant #	456137	Total	20,941.64				
12768	Dell Marketing L.P.			4,720.23	Veeam Backup Server 4/1/21	34-063-000-0000-6480	10477249794	Ν
	Warrant #	456138	Total	4,720.23				
14425	Derrick/Roger			2,026.13	CARES-Permit 2021-00255	01-003-000-0000-6892		Ν
	Warrant #	456139	Total	2,026.13				
14735	Esmeralda-Lopez/G	uadalupe		270.00	52.720.0440 Overpmt	81-850-000-0000-2102		N
	Warrant #	456140	Total	270.00				
4644	Express Services, In	с.		858.60	Bldg Concierge Temp 4/18	01-003-000-0000-6894	25303167	N
	Warrant #	456141	Total	858.60				
14734	Fogelson/Harold			124.00	36.007.0101 etc Overpmt	81-850-000-0000-2102		N
	Warrant #	456142	Total	124.00				
3266	Frontier Communica	tion		71.65	Kenyon Phone	03-350-000-0000-6201	123197-2	N
3266				71.98	Kenyon DSL	03-350-000-0000-6209	123197-2	Ν

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					Description	Account Number	Invoice #	<u>PO#</u> <u>Tx</u>
<u>Vendor #</u>	Vendor Name			<u>Amount</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	From Date	<u>To Date</u>
	Warrant #	456143	Total	143.63				
1331	Goodhue County C	oop Elec Assn	1	144.90	St Lts #24 - RBW	03-310-000-0000-6251	17064001	Ν
1331				92.51	St Lts #24 - RBE	03-310-000-0000-6251	17064002	N
1331				48.47	Signs TH 56 & 9	03-310-000-0000-6251	17064003	N
1331				65.97	Signs TH 19 & 7	03-310-000-0000-6251	17064004	N
1331				14.00	St Lts #1 - White Rock	03-310-000-0000-6251	17064005	Ν
1331				8.50	St Lts #9	03-310-000-0000-6251	17064006	Ν
1331				8.50	St Lts #1	03-310-000-0000-6251	17064008	Ν
1331				8.50	St Lts #16	03-310-000-0000-6251	17064009	Ν
1331				8.50	St Lts #2	03-310-000-0000-6251	17064010	Ν
1331				8.50	St Lts #1	03-310-000-0000-6251	17064011	Ν
1331				8.50	St Lts #1	03-310-000-0000-6251	17064012	Ν
1331				8.50	St Lts #9	03-310-000-0000-6251	17064013	Ν
1331				8.50	St Lts #9	03-310-000-0000-6251	17064014	Ν
1331				8.50	St Lts #10	03-310-000-0000-6251	17064015	Ν
1331				8.50	St Lts #1	03-310-000-0000-6251	17064016	Ν
1331				8.50	St Lts #9	03-310-000-0000-6251	17064017	Ν
1331				8.50	St Lts #1	03-310-000-0000-6251	17064007	Ν
1331				48.12	Elec - Vasa	03-350-000-0000-6251	901293001	Ν
1331				363.74	Elec - CF	03-350-000-0000-6251	1293002	Ν
1331				7.00	Park Light	03-521-000-0000-6251	5862001	Ν
	Warrant #	456144	Total	886.71				
13949	Griesert/Beverly			713.44	Transp Mileage 3/2, 3/1	01-121-140-0000-6220		Ν
13949				558.32	Transp Mileage 4/8-4/20	0/21 01-121-140-0000-6220		Ν
	Warrant #	456145	Total	1,271.76				
12993	Jaytech Inc.			397.27	Heating Loop Filters 4/1	1/21 01-111-112-0000-6304	206342	Ν
	Warrant #	456146	Total	397.27				
1432	Johnson Tire Servi	ce Inc.		488.76	Steer Tire 8602	03-340-000-0000-6575	36903	Ν
	Warrant #	456147	Total	488.76				
14732	Larsen/Doug			2,285.01	CARES-Permit 21-0046	6 01-003-000-0000-6892		Ν
	Warrant #	456148	Total	2,285.01				
1533	M-R Signs			165.42	Signs for Stock	03-310-000-0000-6504	211709	N
1533	<b>U</b> ·-			55.11	Signs for 624-016	03-320-000-0000-6301	211709	N
	Warrant #	456149	Total	220.53	<b>J</b>		-	11

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Warrant Form <b>WFXX</b> Auditor's Warrants				WARRANT REGISTER Auditor Warrants	Approved Pay Date	04/23/2021 04/23/2021		Page 3	
					Description	Account Numb	<u>er</u>	Invoice #	<u>PO#</u> <u>Tx</u>
	Vendor Name			<u>Amount</u>	<u>OBO#</u> <u>On-Behalf-</u>	<u>of-Name</u>		From Date	<u>To Date</u>
8522	Minnesota Energy R	Resources C	orporation	20.18	Gas: PI Tower 3/12-4/7/21	01-211-000-0000-	6252	05045427210000	N
	Warrant #	456150	Total	20.18					
837	Motorola Solutions I	nc		98,060.00	20 APX6500 Mobile Radios 4/6	34-201-000-0000-	6480	8281145442	Ν
837				138,170.00	29 APX6000 Portable Radios 4/6	34-201-000-0000-	6480	8281146996	N
	Warrant #	456151	Total	236,230.00					
7117	Northern Safety Co	Inc		106.44	Gloves	61-398-192-0000-	6418	904367043	Т
	Warrant #	456152	Total	106.44					
9516	Nuvera (FKA NU-Te	elecom)		83.08	Tele CF	03-350-000-0000-	6201	1182424	Ν
9516				88.90	DSL CF	03-350-000-0000-	6209	1182424	N
	Warrant #	456153	Total	171.98					
2864	Office Depot			9.18	Batteries 4/2/21	01-103-000-0000-	6405	158043851001	Ν
2864				38.24	Key Board/Mouse 4/5/21	01-103-000-0000-	6405	157769386001	Ν
2864				9.18	Batteries 4/2/21	01-105-000-0000-	6405	158043851001	Ν
2864				9.19	Batteries 4/2/21	01-127-129-0000-	6405	158043851001	Ν
	Warrant #	456154	Total	65.79					
11013	Office Of MN.IT Ser	vices		141.63	EOC Phone Lines 3/2021	01-281-280-0000-	6201	W21030467	Ν
	Warrant #	456155	Total	141.63					
44402	Olmsted County She	eriff		100.00	Subpoena Svc: NARasheed 4/6	01-011-000-0000-	6277	21000798	Ν
44402				100.00	Subpoena Svc: PCole 4/13	01-011-000-0000-	6277	21000868	Ν
	Warrant #	456156	Total	200.00					
14737	Oregon DMV			3.00	Backgrnd Chck: ADC 4/20/21	01-061-000-0000-	6290		Ν
	Warrant #	456157	Total	3.00					
7813	OSI Environmental			50.00	Filter Disposal - PW	03-340-000-0000-	6561	2091212	Ν
7813				150.00	Oil Disp 900g - Rcy	61-398-192-0000-	6839	2091181	Ν
7813	\A/~~~~ + +	450450	Tatal	200.00 <b>400.00</b>	Filter Disposal - Rcy	61-398-192-0000-	6839	2091213	N
	Warrant #	456158	Total	400.00					
14082	Quadient Finance U	SA, Inc.		2,000.00	Postage Mtr: GOV 3/12	01-001-000-0000-	6203	79000110013016	Ν
	Warrant #	456159	Total	2,000.00					
13523	R & R Investments of	of CF LLC		1,763.70	CARES-Permit 21-F027	01-003-000-0000-	6892		Ν
13523				1,763.70	CARES-Permit 21-F028	01-003-000-0000-	6892		Ν
	Warrant #	456160	Total	3,527.40					

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	Vendor Name Ripley's Rental And Warrant #	Sales <b>456161</b>	Total	<u>Amount</u> 59.50 <b>59.50</b>	<u>Description</u> <u>OBO#</u> <u>On-Behalf-of-N</u> LP-Crack Filling	Account Number ame 03-310-000-0000-6512		<u>PO #</u> _ <u>Tx</u> To Date N
5152	Ryan Manufacturing Warrant #	Inc <b>456162</b>	Total	37.48 <b>37.48</b>	Pipe Metal - 0606	03-340-000-0000-6563	45209	Ν
6450 6450	Staples Advantage Warrant #	456163	Total	188.94 14.79 <b>203.73</b>	Copy Paper/Toner 4/3/21 Misc Office Supplies 4/3/21	01-207-000-0000-6402 01-207-000-0000-6405	8061826641 8061826641	N N
13995	Tactical Install Warrant #	456164	Total	148.50 <b>148.50</b>	#1828 Shotgun Mount/Rpr 3/29	01-205-000-0000-6303	24	Ν
9384	Triangle Automotive Warrant #	Machine Inc 456165	Total	325.00 <b>325.00</b>	DOC DPF Clean 0705	03-340-000-0000-6303	20651	Ν
1876 1876	Van Paper Company	456166	Total	96.87 180.99 <b>277.86</b>	Wypall Wipers Towels, Liners, TP, etc.	03-340-000-0000-6420 03-350-000-0000-6420	570743-00 570743-00	N N
1674	Wells Fargo Banks <b>Warrant #</b>	456167	Total	1,992.66 <b>1,992.66</b>	Client Analysis 3/2021	01-001-000-0000-6375	21030141943	Ν
1903	West Payment Cente Warrant #	er <b>456168</b>	Total	149.02 <b>149.02</b>	Library Plan 4/1-4/30/21	01-091-000-0000-6452	844162437	Ν
3667	Winona County Warrant #	456169	Total	120.00 <b>120.00</b>	(6) CPR Cards 2/26/21	01-207-000-0000-6245	2583	Ν
	Warrant Form	WFXX	Total	298,278.24	80 Transactions			

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## Goodhue County WARRANT REGISTER

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					Description			J	50 // -
Vandan#	Vondor Nomo			Americant	Description	On Dahalf of N	Account Number	Invoice #	<u>PO #</u> <u>Tx</u> To Data
	<u>Vendor Name</u>			<u>Amount</u>	<u>OBO#</u>	On-Behalf-of-N		From Date	<u>To Date</u>
	Advanced Correction	al Healthcare	9	20,407.34	Medical Contract 5/202	21	01-207-000-0000-6272	105528	N
6193				3,985.66	Pool/Cap 12/20		01-207-000-0000-6272	105530	N
6193				13,468.02	Pool/Cap 1/21 & 2/21		01-207-000-0000-6272	105529	N
	Warrant #	33207	Total	37,861.02					
13220	Birmingham/Becky			6.00	Parking 3/5/21		01-121-140-0000-6220		Ν
13220				40.32	Transp Mileage 3/5/21		01-121-140-0000-6220		N
	Warrant #	33208	Total	46.32					
13221	Birmingham/Darel H.			429.52	Transp Mileage 3/8-3/3	31/21	01-121-140-0000-6220		N
10221	Warrant #	33209	Total	429.52	Tranop Milougo o/o o/o				IN
		00200							
13174	Bolin/Kelly J.			2,325.00	Fin Stmt Audit Supp 4/2	2-4/15	01-041-000-0000-6278	GC2021-3	Ν
	Warrant #	33210	Total	2,325.00					
6976	Carroll/Stephan Gene	е		123.76	Transp Mileage 3/23-3	/31/21	01-121-140-0000-6220		Ν
	Warrant #	33211	Total	123.76					
14424	Community And Ecor			500.00	March 2021 Services		25-700-000-0000-6278		N
	Warrant #	33212	Total	500.00					
10069	Emkat			352.91	PTC Ribbons 4/1/21		01-201-238-0000-6420	INV6564763	Ν
	Warrant #	33213	Total	352.91					
	Forum Communication	ons Co.		202.32	BOC Proceedings 12/1		01-005-000-0000-6242	CL01768114	N
12563				62.10	BOC Proceedings 3/16		01-005-000-0000-6242	CL01771577	N
12563				41.40	BOC Proceedings 3/24	/21	01-005-000-0000-6242	CL01771578	N
12563				103.50	BOA Mtg Ntc 4/26/21		01-127-128-0000-6242	CL01772030	N
12563				144.90	PAC Mtg Ntc 4/19/21		01-127-128-0000-6242	CL01771617	N
	Warrant #	33214	Total	554.22					
10073	Gorman & Broderick	PLC		2,250.00	Prof Svc 3/2021		01-011-000-0000-6271		Ν
	Warrant #	33215	Total	2,250.00					
11828	Huneke/Marcus			50.00	Per Diem: PAC Mtg 4/	19/21	01-127-128-0000-6106		Ν
11828	Transito, marcuo			31.47	PAC Mtg Mileage 4/19		01-127-128-0000-6331		N
11020	Warrant #	33216	Total	81.47					IN
40000	Johnson Low DW/LL	C		1 220 00	Grdnshp/Concrv CSiev	(oro 1 2/21	01 011 000 0000 6074		
13230	Johnson Law RW LL		Total	1,320.00	Granshp/Concrv CSIev	1-3/21	01-011-000-0000-6271	25-PR-07-945	N
	Warrant #	33217	Total	1,320.00					
14592	Lohman/Terry W.			115.92	Transp Mileage 4/12-4	/14/21	01-121-140-0000-6220		Ν
			0						

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<u>Vendor #</u>	Vendor Name Warrant #	33218	Total	<u>Amount</u> 115.92	Description OBO#	<u>A</u> On-Behalf-of-Nam	<u>ccount Number</u> ne	Invoice # From Date	<u>PO #</u> _ <u>Tx</u> <u>To Date</u>
892	MNCCC			8,694.00	Q221 Avenu Tax Maint/S	Supp 01	-041-000-0000-6268	2104028	Ν
892				412.50	Q221 Avenu Tax Beta T	esting 01	-041-000-0000-6269	2104028	Ν
892				600.00	Q221 Avenu Tax Enh Fu	ind 01	-041-000-0000-6269		Ν
	Warrant #	33219	Total	9,706.50					
7240	Norton Psychologic	al Services		375.00	Psych Eval: Kotajarvi 4/	16/21 01	-201-000-0000-6291		Ν
	Warrant #	33220	Total	375.00					
2610	Nygaard/Ron			246.40	Transp Mileage 3/2-3/24	/21 01	-121-140-0000-6220		Ν
	Warrant #	33221	Total	246.40					
1727	Red Wing City-Fina	ance		470.00	TV Disposal - Ditches	03	3-310-000-0000-6839	0061182	Ν
	Warrant #	33222	Total	470.00					
2606	SHI International C	orp		6,695.51	NetMotion SW Supp 5/2	1-5/22 01	-201-000-0000-6268	B13249311	Ν
	Warrant #	33223	Total	6,695.51					
11982	Summit Food Servi	ce LLC		452.16	Inmate Laundry 3/20-3/2	.6/21 01	-207-000-0000-6366	INV2000107648	Ν
11982				4,251.14	Inmate Meals 3/20-3/26/	21 01	-207-000-0000-6463	INV2000107647	Ν
	Warrant #	33224	Total	4,703.30					
14123	WatchGuard Video			4,995.00	#2101 Dash Camera 4/3	3/21 34	I-201-000-0000-6663	4ELXINV0007746	Ν
14123				4,995.00	#2102 Dash Camera 4/3	3/21 34	-201-000-0000-6663	4ELXINV0007746	N
14123				4,995.00	#2103 Dash Camera 4/3	3/21 34	-201-000-0000-6663	4ELXINV0007746	Ν
14123				4,995.00	#2104 Dash Camera 4/3	3/21 34	-201-000-0000-6663	4ELXINV0007746	N
14123				4,995.00	#2105 Dash Camera 4/3	3/21 34	-201-000-0000-6663	4ELXINV0007746	N
14123				4,995.00	#2106 Dash Camera 4/3	34	-201-000-0000-6663	4ELXINV0007746	N
	Warrant #	33225	Total	29,970.00					
12016	Whitaker/Richard A	۱.		274.40	Transp Mileage 3/22-4/1	5/21 01	-121-140-0000-6220		Ν
	Warrant #	33226	Total	274.40					
	Warrant Form	WFXX-ACH	Total	98,401.25	36 Trans	sactions			
		Final	Total	396,679.49	116 Trans	actions			

PONCELET 04/23/2021		29AM arrant Form <b>V</b> ditor's Warrant		WA	ARRANT REGISTER Auditor Warrants			2021		ATED AL SYSTEMS Page 7
WARRANT RUN INFORMATION		WARRANT <u>FORM</u>	STARTING <u>WARRANT NO.</u>	ENDING WARRANT NO.	DATE OF <u>PAYMENT</u>	DATE OF APPROVAL	PPE <u>COUNT</u>	) <u>AMOUNT</u>	CT. <u>COUNT</u>	X <u>AMOUNT</u>
36 20	298,278.24 98,401.25 396,679.49	WFXX WFXX-ACH TOTAL	456134 33207	456169 33226	04/23/2021 04/23/2021	04/23/2021 04/23/2021	9	4,017.79	11	94,383.46

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#### RECAP BY FUND

<u>FUND</u>	AMOUNT	NAME	ACH AMOUNT	NON-ACH AMOUNT
1	100,335.73	County General Revenue	67,461.25	32,874.48
3	24,073.09	County Road and Bridge	470.00	23,603.09
25	500.00	Economic Development Authori	500.00	-
34	270,920.23	Capital Plan	29,970.00	240,950.23
61	456.44	Waste Management Facilities	-	456.44
81	394.00	Settlement Fund	-	394.00
	396,679.49	TOTAL	98,401.25 TOTAL AC	CH 298,278.24 TOTAL NON-ACH