



Goodhue County

Minnesota

BOARD OF COMMISSIONERS AGENDA

GOODHUE COUNTY FAIRGROUNDS
ZUMBROTA, MN

AUGUST 10, 2023
10:00 A.M.

PLEDGE OF ALLEGIANCE

Disclosures of Interest

Review and approve the previous board meeting minutes.

Documents:

[July 18.pdf](#)

Review and approve the county board agenda

Review and approve the following items on the consent agenda:

1. Approve Janet Ferguson Anniversary Date.

Documents:

[JF anniversary - board report.pdf](#)

2. Approve Dan Schmidt Anniversary Date

Documents:

[DS anniversary Date.docx](#)

3. Approve the 2021 Emergency Management Performance Grant.

Documents:

[2021 Emergency Management Performance Grant.pdf](#)

4. Approve the 2022 Emergency Management Performance Grant.

Documents:

[2022 Emergency Management Performance Grant.pdf](#)

5. Approve Final Payment CSAH 11 Bridge.

Documents:

[Final Payment CSAH 11 Bridge.pdf](#)

6. Approve Final Payment for SAP 025-599-128 and SAP 025-599-129.

Documents:

[Final Payment for SAP 025-599-128 and SAP 025-599-129.pdf](#)

7. Approve Tax & CAMA MnCCC Participation Agreement

Documents:

[Tyler Contract Amendment.pdf](#)

Regular Agenda

Land Use Management Director's Report

1. PUBLIC HEARING: Request for Map Amendment (Rezone)
Request, submitted by Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District). Parcel 32.200.0310. Territorial Road Lake City, MN 55041. Part of the SE ¼ of the NW ¼ of Section 31 TWP 112 Range 12 in Florence Township.

Documents:

[CBPacket_Rigelman.pdf](#)

2. CONSIDER: Request for IUP for up to Four Animal Units on a 5 Acre Parcel Zoned R-1 (Suburban Residence District)
Request submitted by Gary Arntson (Owner) for an Interim Use Permit to allow up to 4 horses to be kept on a parcel zoned R-1, Suburban Residence District. Parcels 45.024.1901 and 45.024.1100. 37533 County 14 BLVD Dennison, MN 55018. Part of the NW ¼ of the SE ¼ of Section 24 TWP 111 Range 18 in Warsaw Township.

Documents:

[CBPacket_Arntson.pdf](#)

3. CONSIDER: Request for CUP for an Event Center and Resort Facility (Villa Maria Ventures, LLC (John Rupp, Chief Manager))
Request for a Conditional Use Permit to continue the operations of an Event Center and Resort Facility permitted via IUP. The proposal includes remodeling existing structures and constructing additions to provide spaces for lodging, cottages, on-site restaurant, and event spaces. 29847 County 2 BLVD Frontenac, MN 55026. Parcels 32.160.0040 and 32.012.0400. Blocks C, D, and E of Garrards South Extension plat and part of the SE ¼ of the SW ¼ of Section 12 TWP 112 Range 13 in Florence Township. CR (Commercial Recreational District).

Documents:

[CBPacket_VillaMaria_2023.pdf](#)

County Administrator's Report

1. Xcel Energy Letter Response

Documents:

[Xcel Binder.pdf](#)

Finance Director's Report

1. Broadband Extension with Southeast MN Wifi LLC

Documents:

[Southeast Mn WiFi Extension 8.10.pdf](#)

Goodhue County Soil & Water Conservation District

1. Annual Awards

Documents:

[Conservation Farmer of the Year.pdf](#)
[Woodland Manager Award.pdf](#)

Extension Office Director's Report

1. 4-H Update
2. Farm Family of the Year

Documents:

[Goodhue County Farm Family _ UMN Extension.pdf](#)

For Your Information

1. 2nd Quarter Financial Report

Documents:

[2nd Quarter 2023 Report.pdf](#)

2. July 2023 Staffing Report

Documents:

[2023 Staffing Report.pdf](#)

3. Cannon Valley Trail Grant Update

Documents:

[UPDATED 2023 Goodhue County Grant Approval Request - Bridge and Bituminous Replacement Project.pdf](#)

4. Project Status Report.

Documents:

[Project Status Report 10 Aug 23.pdf](#)

5. Mighty Mississippi Clean Up Challenge Update

County Board Committee Reports

New and Old Business

ADJOURN

BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 18, 2023

The Goodhue County Board of Commissioners met on Tuesday, July 18, 2023, at 9:00 a.m. in the County Board Room, Government Center, Red Wing, with Commissioner Majerus, Flanders, Betcher, Anderson and Greseth all present.

C/Flanders asked for disclosures of interest. There were none.

¹ Moved by C/Greseth, seconded by C/Majerus, and carried to approve the June 20, 2023 County Board meeting minutes.

² Moved by C/Majerus, seconded by C/Anderson, and carried to approve the July 18, 2023 County Board Agenda.

Administrator Arneson added #6 to the consent agenda to set a public hearing date for the Goodhue County Trust Fund Ordinance.

³ Moved by C/Anderson, seconded by C/Majerus, and carried to approve the following items on the consent agenda:

1. Approve Covered Bridge Riders Temporary On Sale Liquor License
2. Approve New On Sale Liquor License Application
3. Approve Agreement with Arvig for Utility Building at Kenyon Shop
4. Approve Final CR 57 Bridge.
5. Approve Sale of Public Works Unit on the On-Line Public Surplus Auction
6. Approve to Set a Public Hearing for The Housing Trust Fund Ordinance.

COUNTY ADMINISTRATOR'S REPORT

Introduction of Court Services Director, Rhonda VanSchoonhoven. Administrator Arneson introduced Rhonda VanSchoonhoven who was promoted to be the new Court Services Director following the retirement of Mark Jaeger.

Website Request For Proposal. Communications and Outreach specialist, Briggs Topple, presented to the board a recommendation from the Communications Committee to allocate Broadband ARPA funds for an RFP process for a new website software provider.

⁴ Moved by C/Anderson, seconded by C/Betcher, and carried to approve the Communications Committee recommendation to use Broadband ARPA funds up to \$60,000 for an RFP process for a new website software provider.

CANNON VALLEY TRAIL

Bridge and Bituminous Replacement Project. The Cannon Valley Trail requested the board approve a resolution to be the local unit of government sponsor for the GMRPTC Program to fulfill the requirements of a Greater Minnesota Regional Parks and Trails Commission Grant Program– Bridge and Bituminous Replacement Project.

⁵ Moved by C/Anderson, seconded by C/Betcher, and carried to approve the following resolution approving a Greater Minnesota Legacy Grant application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources for the _ Bridge and Bituminous Replacement _ project.

WHEREAS, Goodhue County (Applicant) has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, Goodhue County (Applicant) has a right and authority to act as Legal Sponsor for the State Grant Application (the "Application") and will work with the Minnesota Department of Natural Resources ("DNR"), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

THEREFORE, BE IT RESOLVED, That the Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.

BE IT FURTHER RESOLVED, that the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 18, 2023**

execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.

BE IT FURTHER RESOLVED, that the Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest, permanent or perpetual easement or minimum twenty (20) year lease over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.

BE IT FURTHER RESOLVED, that the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

FINANCE DIRECTOR'S REPORT

Public Hearing: 61 Express - Off-Sale Intoxicating Liquor License. Staff requested the board hold a public hearing and approve the proposed application for a Liquor License for 61 Express Off Sale 33971 Hwy 61 Blvd Frontenac, MN 55026. Approval from the Township, County Sheriff, and County Attorney has been obtained. License is contingent upon inspection and approval by the state's Alcohol and Gambling Enforcement. This establishment is requesting a new license due to a change in ownership and would run from December 1, 2022 thru November 30, 2023.

⁶ Moved by C/Anderson, seconded by C/Majerus, and carried to approve to open the public hearing.

Commissioner Flanders asked three times for public comment. There were no comments.

⁷ Moved by C/Anderson, seconded by C/Greseth, and carried to approve to close the public hearing.

⁸ Moved by C/Anderson, seconded by C/Majerus, and carried to approve the application for a Liquor License for 61 Express Off Sale 33971 Hwy 61 Blvd Frontenac, MN 55026. License is contingent upon inspection and approval by the state's Alcohol and Gambling Enforcement. This establishment is requesting a new license due to a change in ownership and would run from December 1, 2022 thru November 30, 2023.

Broadband Agreement with Southeast MN Wifi LLC. In 2021 the Goodhue County Board had earmarked \$1,600,000 for the expansion of Broadband service to unserved or underserved communities within Goodhue County. The funds initially came from the Federal program American Rescue Plan Act and Goodhue County established this Broadband program to be used by established companies through the use of qualifying grants. Four grants have been approved for a total amount of \$986,329, leaving \$613,671 remaining to be distributed. Through the County's second round of opening up the grant process, Southeast MN Wifi LLC has submitted a proposal for a project to take place in Welch Township. The project would serve 18 unserved passings and they are requesting \$112,138 from the County or 48% of the total project which is \$236,080. Staff is recommending approval of the Broadband Agreement between Goodhue County and Southeast MN Wifi LLC in the amount of \$112,138.

⁹ Moved by C/Anderson, seconded by C/Greseth, and carried to approve the Broadband Agreement between Goodhue County and Southeast MN Wifi LLC in the amount of \$112,138.

ARPA Budget Update. The County Board has previously discussed and approved the ARPA Program and Budget knowing that it would require additional discussion and amendments. Staff reviewed the proposed adjustments with the board and recommended the board use ARPA funds instead of building contingency funds to pay for the overage of the Roof Top HVAV Unites and up to \$280,000 related to the Government Center Master Plan Phase I Implementation.

¹⁰ Moved by C/Anderson, seconded by C/Betcher, and carried to approve the proposed updates to the ARPA budget as presented and use the savings in ARPA dollars instead of using the building contingency fund.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 18, 2023**

LAND USE MANAGEMENT DIRECTOR'S REPORT

PUBLIC HEARING: Consider Goodhue County Zoning Ordinance Updates. Proposed amendments to Article 10 (Definitions), Article 11 (Performance Standards), and Article 20 (Table of Uses) to amend definitions for Farm and Agricultural Operation, add a definition for Rural Tourism, remove Non-Agricultural Uses Associated with Agri-Tourism and replace with Rural Tourism, amend performance standards and the Table of Uses to correlate with the addition of Rural Tourism

The Planning Commission recommended approval.

¹¹ Moved by C/Majerus, seconded by C/Anderson, and carried to approve to open the public hearing.

C/Flanders asked three times for public comments. There were none.

¹² Moved by C/Majerus, seconded by C/Greseth, and carried to approve to close the public hearing.

¹³ Moved by C/Anderson, seconded by C/Majerus, and carried to approve the Planning Advisory Commission recommendation and adopt the staff report into the record; accept the testimony, exhibits, and other evidence presented into the record; and APPROVE the amendments to Articles 10 (Definitions), 11 (Performance Standards), and 20 (Table of Uses).

PUBLIC HEARING: Request for Map Amendment (Rezone). The request, submitted by Connie Bodeker (Owner) to rezone 46.89 acres from A-2 (General Agriculture District) to R-1 (Suburban Residence District). Parcel 28.031.1201. TBD 338th Street Way Cannon Falls, MN 55009. Part of the SW ¼ of the SE ¼ of Section 31 TWP 112 Range 17 in Cannon Falls Township. The Planning Commission recommended denial of the request.

¹⁴ Moved by C/Anderson, seconded by C/Majerus, and carried to approve to open the public hearing.

C/Flanders asked three times for public comment.

The following people spoke to the issue: Stanley Bryczek, Mark Nelson and Ken Tennessen all opposed the issue.

Bob Stalberger and Connie Bodeker supported the issue.

¹⁵ Moved by C/Anderson, seconded by C/Betcher, and carried to approve to close the public hearing.

¹⁶ Moved by C/Betcher, seconded by C/Majerus, and carried to approve to adopt the staff report into the record; accept the application, testimony, exhibits, and other evidence presented into the record; and APPROVE the map amendment request from Connie Bodeker (Owner) to rezone 46.89 acres from A2 (General Agriculture District) to R1 (Suburban Residence District).

PUBLIC WORKS DIRECTOR'S REPORT

Auction of Unit #0601. It is the recommendation that the Board authorize staff to trade off unit #0601 ahead of receiving its replacement.

C/Anderson asked if there would be a minimum reserve set. Mr. Greenwood confirmed that the minimum bid would be set at the amount the county would receive as a trade in.

¹⁷ Moved by C/Anderson, seconded by C/Betcher, and carried to approve to authorize staff to trade off unit #0601 ahead of receiving its replacement.

Wheelage Tax Increase. Staff recommended the Board approve increasing the Wheelage Tax from \$10 per vehicle to \$20 per vehicle.

¹⁸ Moved by C/Anderson, seconded by C/Betcher, and carried to approve increasing the Wheelage Tax from \$10 per vehicle to \$20 per vehicle.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 18, 2023**

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST (MCIT)

Annual Report. Gerd Clabaugh, MCIT Executive Director presented to the board and gave an overview of the annual report. This item was for information only.

HUMAN RESOURCE MANAGER'S REPORT

Personnel Committee Report. The Personnel Committee met prior to the board meeting with the following item on the agenda:

Job Classification Appeals. The personnel committee recommended approval of the job classification appeals as presented by payroll consultant, Dr. Tessia Melvin with David Drown Associates.

- 19 Moved by C/Betcher, seconded by C/Greseth, and carried to approve the following job classification appeals as recommended by DDA:
- Adult Case Administrator
 - Court Services Director
 - Information Systems Specialist/HHS Systems Application Specialist
 - Building Inspector
 - Sanitarian
 - Recycling Center Operator
 - Public Safety Telecommunicator
 - Sergeant, Sr Records Specialist

COMMITTEE REPORTS:

C/Betcher	•
C/Greseth	•
C/Anderson	•
C/Majerus	•
C/Flanders	• Housing subcommittee update.
Administrator Arneson	•

Review and Approve the County Claims

- 20 Moved by C/Anderson, seconded by C/Majerus, and carried to approve to pay the County claims in the amount of 01-General Revenue \$827,943.55, 03-Public Works \$292,525.41, 11- Human Service Fund \$172,676.81, 12- GC Family Services Collaborative \$00, 15- County Ditch 1 \$00; 20- National Opioid Settlement Fund \$00, 25- EDA \$756.00, 34-Capital Equipment \$203,297.39, 35-Debt Services \$00, 61-Waste Management \$33,403.55, 72-Other Agency Funds \$309,754.07, 81-Settlement \$23,703,702.70 in the total amount of \$25,544,059.48.

Adjourn

- 21 Moved by C/Anderson, seconded by C/Majerus, and carried to approve to adjourn the July 17, 2023, County Board Meeting.

SCOTT O. ARNESON
COUNTY ADMINISTRATOR

LINDA FLANDERS, CHAIR
BOARD OF COUNTY COMMISSIONERS

BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN JULY 18, 2023

MINUTE

1. Approved the June 20, 2023, board meeting minutes. (Motion carried 5-0)
2. Approved the county board agenda. (Motion carried 5-0)
3. Approved the consent agenda. (Motion carried 5-0)
4. Approved to allocate Broadband ARPA funds for an RFP process for a new county website. (Motion failed 5-0)
5. Approved the Grant Application for the Cannon Valley Trail. (Motion carried 5-0)
6. Approved to open the public hearing. (Motion carried 5-0)
7. Approved to close the public hearing. (Motion carried 5-0)
8. Approved the liquor license for 61 Express. (Motion carried 5-0)
9. Approved the Broadband Agreement with Southeast MN Wifi LLC. (Motion carried 5-0)
10. Approved the ARPA budget. (Motion carried 5-0)
11. Approved to open the public hearing. (Motion carried 5-0)
12. Approved to close the public hearing. (Motion carried 5-0)
13. Approved the County Zoning Ordinance Updates. (Motion carried 5-0)
14. Approved to open the public hearing. (Motion carried 5-0)
15. Approved to close the public hearing. (Motion carried 5-0)
16. Approved the map amendment rezone for Connie Bodeker, Cannon Falls Township. (Motion carried 5-0)
17. Approved to Auction Unit #0601 from Public Works. (Motion carried 5-0)
18. Approved the Wheelage Tax increase. (Motion carried 5-0)
19. Approved the job classification appeals as recommended by DDA Consultant. (Motion carried 5-0)
20. Approved the county claims. (Motion carried 5-0)
21. Approved to adjourn the July 18, 2023 County Board Meeting. (Motion carried 5-0)



Rhonda VanSchoonhoven
Court Services Director

Goodhue County
454 W 6th Street
Red Wing, MN 55066
p: (651) 267-4907

To: Honorable County Commissioners
Cc: Jessica Ahlbrecht, HR Manager
Date: Thursday, July 27, 2023
RE: Janet Ferguson Anniversary Date

The Court Services department conducted a hiring process to backfill a vacant Probation Officer position. Janet Ferguson was hired as a Probation Officer effective July 24, 2023.

Ms. Ferguson has worked for Goodhue County in the Court Services department since 2017 most recently as the Administrative Office Manager. Both the Administrative Office Manager and Probation Officer positions are compensated at salary grade 112. When Ms. Ferguson transferred to the Probation Officer position she maintained her placement at grade 112, step 3 (\$34.13, hourly).

The Goodhue County Personnel Policy 5.9 Transfers states, "the anniversary date of transferred employees will change unless the original date is retained by the County Board." We are requesting Ms. Ferguson's anniversary date remains May 1st allowing for step progression to grade 112, step 4 based upon satisfactory performance evaluation.

We recommend that the Board approve retaining Ms. Ferguson's anniversary date of May 1st.



Rhonda VanSchoonhoven
Court Services Director

Goodhue County
454 W 6th Street
Red Wing, MN 55066
p: (651) 267-4907

July 18, 2023

Dear Janet,

It is my pleasure to offer you the Probation Officer position in the Goodhue County Courts Services office.

Pertinent details of this offer include:

- Your start date will be July 24, 2023;
- Your new pay grade will be 112 and you will be placed at step 2 (\$34.13/hour) on wage scale. Step increases will continue to be on an annual basis on your anniversary month upon satisfactory performance evaluation.
- Your anniversary month will remain as May subject to approval by the County Board.
- This change is classified as a transfer which is subject to a 1-year probationary period.
- Your vacation and sick leave as well as other benefits will continue at their current rate, and you may take vacation during the probationary period.

We look forward to your acceptance of this employment offer. If this offer is acceptable to you, please sign the letter and return it back to us. If you have questions, please feel free to contact me at 651-267-4907

Congratulations, Janet, on being selected as a Goodhue County Probation Officer! We look forward to your continued contributions.

Rhonda VanSchoonhoven

Court Services Director

Accepted by: _____

Janet Ferguson

Date: _____

7/19/23



John Smith
IT Director

Goodhue County
509 West 5th Street
Red Wing, MN 55066
p: (651) 385-3224

To: Honorable County Commissioners
Cc: Mary Priebe, HR Manager
Date: Thursday, July 27, 2023
RE: Daniel Schmidt Anniversary Date

The IT Department conducted a hiring process to backfill a vacant IT Application Support Specialist. Daniel Schmidt was hired as an Application Support Specialist with a start date not yet determined but no later than August 28, 2023.

Daniel Schmidt has worked for Goodhue County since February 22, 2022 in the IT Department as a Technical Support Specialist. The new position is a lateral move with no pay grade or step increase for Mr. Schmidt. Because there is no official start date for the new position, it is a lateral move only to a new job title, and Mr. Schmidt is already performing much of the duties in the new position, we propose his anniversary date be left as February 1st.

The Goodhue County Personnel Policy 5.9 Transfers states, "the anniversary date of transferred employees will change unless the original date is retained by the County Board." We are requesting Mr. Schmidt's anniversary date remains February 1st allowing for regular step progression to coincide with the probationary period based upon continued satisfactory performance evaluation.

We recommend that the Board approve retaining Daniel Schmidt's anniversary date of February 1st.



JOHN M. SMITH
IT DIRECTOR
Goodhue County

509 W 5th Street
Red Wing, MN 55066
p: (651) 385.3224
f: (651) 267.4870

July 14, 2023

Mr. Daniel Schmidt,

Goodhue County is pleased to extend this offer of employment to you for the position of IT Application Support Specialist reporting to John Smith, Director of Information Technology. Your official start date in this position will be agreed to at a later date, but will be no later than Monday, August 28, 2023.

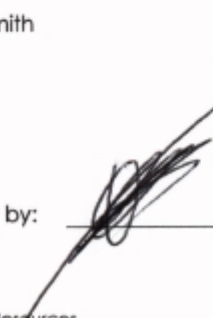
Your current job grade and step, and compensation, will remain the same, except as it may be impacted by organization wide changes being considered by the county board. This position will have a one year probationary period. Your performance will be reviewed at the end of six-months, with consideration given to the time it takes to fill and train your vacated position, and again in 12 months. Your anniversary date will remain February 1st.

We look forward to your acceptance of this employment offer. If this offer is acceptable to you, please sign below and return. If you have questions, please feel free to contact me directly.

Congratulations, Dan, on being selected to fill this important role for Goodhue County. The IT Department strives to hire only the best and brightest individuals who will make a difference in our ability to provide services and help our communities. We look forward to your continued contributions.

Sincerely,

John M. Smith
IT Director

Accepted by:  _____

Date: 7/14/23

Cc: Human Resources



Goodhue County Grant Form

Grant Information

Grant Award: \$31,330

Name of Grant: 2021 Emergency Management Performance Grant

Sponsoring Agency: MN Department of Public Safety through FEMA

Grant Period: 01/01/2021-09/30/2023

Department Information

Department: Emergency Management

Primary Contact Person: Earl Merchlewitz

Phone number: 651-267-2639

Purpose:

Provide funds to assist emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal of a secure and resilient nation. The objectives include closing capability gaps that are identified in the state's most recent Stakeholder Preparedness Review (SPR) and building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment process.

Restrictions:

In order to receive these grant dollars, Goodhue County has to match the funds by 100%.

Reimbursement Payment up front Match (\$ or in-kind)

Website Address: www.fema.gov

CFDA # (if Federal Grant): 97.042

Date sent to Administration: 07/21/23

Board Approval Date (for office use only): _____



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2021 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2021-GOODHUCO-026
Grantee: Goodhue County 509 West 5 th Street Red Wing, MN 55066	Grant Contract Agreement Term: Effective Date: 01/01/2021 Expiration Date: 09/30/2023
Grantee’s Authorized Representative: Goodhue County Sheriff’s Office ATTN: Sheriff Marty Kelly 430 West 6 th Street Red Wing, MN 55066 Phone: 651-267-2702 E-mail: marty.kelly@co.goodhue.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 31,330.00 Matching Requirement \$ 31,330.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2021-EP-00011 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2021 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2021 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2021-GOODHUCO-026 / P.O. No. 3000077467

Project No.: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

2021 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Goodhue County

EXHIBIT A
A-EMPG-2021-GOODHUCO-026

Budget		
Budget Category	Award	Match
Planning		
EM Operating Expenses	\$2,580.00	\$2,580.00
Total	\$2,580.00	\$2,580.00
Organization		
EM Director Salary & Benefits	\$28,750.00	\$28,750.00
Total	\$28,750.00	\$28,750.00
Total	\$31,330.00	\$31,330.00
Allocation	\$31,330.00	\$31,330.00
Balance	\$0.00	\$0.00



Goodhue County Grant Form

Grant Information

Grant Award: \$36,253

Name of Grant: 2022 Emergency Management Performance Grant

Sponsoring Agency: MN Department of Public Safety through FEMA

Grant Period: 01/01/2022-12/31/2023

Department Information

Department: Emergency Management

Primary Contact Person: Earl Merchlewitz

Phone number: 651-267-2639

Purpose:

Provide funds to assist emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal of a secure and resilient nation. The objectives include closing capability gaps that are identified in the state's most recent Stakeholder Preparedness Review (SPR) and building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment process.

Restrictions:

In order to receive these grant dollars, Goodhue County has to match the funds by 100%.

Reimbursement Payment up front Match (\$ or in-kind)

Website Address: www.fema.gov

CFDA # (if Federal Grant): 97.042

Date sent to Administration: 07/21/23

Board Approval Date (for office use only): _____



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2022 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2022-GOODHUCO-027
Grantee: Goodhue County 509 West 5 th Street Red Wing, MN 55066	Grant Contract Agreement Term: Effective Date: 01/01/2022 Expiration Date: 12/31/2023
Grantee’s Authorized Representative: Goodhue County Sheriff’s Office ATTN: Sheriff Marty Kelly 430 West 6 th Street Red Wing, MN 55066 Phone: 651-267-2702 E-mail: marty.kelly@co.goodhue.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 36,253.00 Matching Requirement \$ 36,253.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2022-EP-00007 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2022 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2022-GOODHUCO-027 / P.O. No. 3000084195

Project No.: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

2022 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Goodhue County

EXHIBIT A
A-EMPG-2022-GOODHUCO-027

Budget		
Budget Category	Award	Match
Planning		
EM Operating Expenses	\$4,753.00	\$4,753.00
Total	\$4,753.00	\$4,753.00
Organization		
EM Director Salary & Benefits	\$31,500.00	\$31,500.00
Total	\$31,500.00	\$31,500.00
Total	\$36,253.00	\$36,253.00
Allocation	\$36,253.00	\$36,253.00
Balance	\$0.00	\$0.00



Jess L. Greenwood, P.E.
Public Works Director/County Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, P.E. - Public Works Director

RE: 10 August 2023 County Board Meeting - **CONSENT AGENDA**
Final Contract C.P. 025-011-001 CSAH 11 Bridge Replacement

Date: 3 August 2023

Summary

It is requested that the County Board approve the attached resolution to accept and approve final payment for the CSAH 11 Bridge Project, C.P. 025-011-001.

Background

This contract provided for the replacement of the CSAH 11 bridge structure:

<u>Road #</u>	<u>Old Bridge #</u>	<u>New Bridge #</u>
CSAH 11	L0463	25K07

The contractor for this project was Fitzgerald Excavating & Trucking, from Goodhue, MN. The original contract amount was \$148,569.00 and the final contract amount is \$148,955.00. Final payment to the contractor is \$7,447.75. Completed contract is 100.2% of the original contract amount, due to additional erosion control needed for the conditions of the project site.

Alternatives

- None.

Recommendations

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



Contract Number: 11001
 Final Pay Request Number: 2

Project Number	Project Description
CP 025-011-001	2022 CSAH 11: Construct Br. 25K07

Contractor: Fitzgerald Excavating & Trucking 21432 350th Street Goodhue, MN 55027	Vendor Number: 2470 Up To Date: 06/01/2023
--	---

Contract Amount

Funds Encumbered

Original Contract	\$148,569.00	Original	\$148,569.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$148,569.00	Total	\$148,569.00

Work Certified To Date

Base Bid Items	\$148,955.00
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$148,955.00

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 025-011-001	\$0.00	\$148,955.00	(\$7,447.75)	\$141,507.25	\$7,447.75	\$148,955.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$148,955.00	\$0.00	\$141,507.25	\$7,447.75	\$148,955.00
Percent: Retained: 0.00%			Percent Complete: 100.26%		
Amount Paid this Final Pay Request: \$7,447.75					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By: *Just Heerwood*

Approved By Fitzgerald Excavating & Trucking

County/City/Project Engineer

Contractor *J. Fitzgerald*

Date *7-25-2023*

Date *7-14-2023*

Final Pay Request No. : 2
Contract No.: 11001

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 7-25-2023 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$148,955.00 and agrees to the amount of \$7,447.75 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Fitzgerald Excavating & Trucking By [Signature]
And _____ And _____ State of Minnesota

On This 14th Day July, 2023, Before me appeared JASON FITZGERALD To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

JASON FITZGERALD And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the _____ and President of the

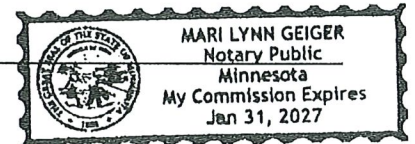
Fitzgerald Excavating + Trucking Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Goodhue County

Seal Expires Jan 31 2027 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-11-21	\$148,955.00	\$7,447.75	\$141,507.25
2	2023-06-01	\$0.00	(\$7,447.75)	\$7,447.75

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
PARTICIPATING		\$148,955.00	\$0.00	\$141,507.25	\$7,447.75	\$148,955.00

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
0010	Minor Maintenance	\$7,447.75	\$148,569.00	\$148,569.00	\$148,955.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 025-011-001	1	2021.501/0010	MOBILIZATION	LS	\$8,500.00	1	0	\$0.00	1	\$8,500.00
CP 025-011-001	2	2104.504/00120	REMOVE BITUMINOUS PAVEMENT (P)	S Y	\$2.00	791	0	\$0.00	791	\$1,582.00
CP 025-011-001	3	2105.601/00045	TEMPORARY STREAM DIVERSION SYSTEM	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
CP 025-011-001	4	2105.607/000560	COMMON BORROW (EV)	C Y	\$9.00	2264	0	\$0.00	2264	\$20,376.00
CP 025-011-001	5	2105.607/00012	EXCAVATION SPECIAL (CV)	C Y	\$7.00	801	0	\$0.00	801	\$5,607.00
CP 025-011-001	6	2123.510/00070	2.0 CU YD SHOVEL	HOUR	\$100.00	6	0	\$0.00	2	\$200.00
CP 025-011-001	7	2123.510/000130	DOZER	HOUR	\$100.00	6	0	\$0.00	5	\$500.00
CP 025-011-001	8	2211.507/000170	AGGREGATE BASE (CV) CLASS 5	C Y	\$24.50	280	0	\$0.00	280	\$6,860.00
CP 025-011-001	9	2221.509/000080	SHOULDER BASE AGGREGATE CLASS 5	TON	\$24.00	98	0	\$0.00	40	\$960.00
CP 025-011-001	10	2360.509/2200	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$137.00	200	0	\$0.00	214	\$29,318.00
CP 025-011-001	11	2412.602/06070	INSTALL 10X8 PRECAST CONCRETE BOX CULVERT 30" END SECTION	EACH	\$2,000.00	4	0	\$0.00	4	\$8,000.00
CP 025-011-001	12	2412.603/06070	INSTALL 10X8 PRECAST CONCRETE BOX CULVERT	LF	\$190.00	156	0	\$0.00	156	\$29,640.00
CP 025-011-001	13	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$4,000.00	1	0	\$0.00	1	\$4,000.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 025-011-001	14	2451.507/00080	GRANULAR BACKFILL (CV) (P)	C Y	\$22.00	245	0	\$0.00	245	\$5,390.00
CP 025-011-001	15	2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	C Y	\$20.00	275	0	\$0.00	275	\$5,500.00
CP 025-011-001	16	2502.503/01120	12" TP PIPE DRAIN	L F	\$35.00	168	0	\$0.00	132	\$4,620.00
CP 025-011-001	17	2511.507/00015	RANDOM RIPRAP CLASS IV	C Y	\$40.00	176	0	\$0.00	211	\$8,440.00
CP 025-011-001	18	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
CP 025-011-001	19	2573.503/00023	SILT FENCE, TYPE MS	L F	\$2.00	504	0	\$0.00	340	\$680.00
CP 025-011-001	20	2575.604/01120	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.00	2292	0	\$0.00	3141	\$6,282.00
CP 025-011-001	21	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	\$50.00	3	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$148,955.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
CP 025-011-001	PARTICIPATING	\$0.00	\$148,955.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$148,955.00
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**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

Date: 10 August 2023

WHEREAS, Contract No. 11001, C.P. No. 025-011-001; replace CSAH 11 Bridge L0463 with Bridge 25K07, which has in all things been completed, and the County Board being fully advised in the premises; and,

WHEREAS, documentation for the project has been finalized, and final payment to the contractor, Fitzgerald Excavating & Trucking, is \$7,447.75.

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

State of Minnesota
County of Goodhue

Flanders	___	No ___
Anderson	___	No ___
Majerus	___	No ___
Betcher	___	No ___
Greseth	___	No ___

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 10th day of August 2023, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, on this 10th day of August 2023.

Scott Arneson
County Administrator



Jess L. Greenwood, P.E.
Public Works Director/County Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, P.E. - Public Works Director

RE: 10 August 2023 County Board Meeting - **CONSENT AGENDA**
Final Contract for S.A.P. 025-599-128 and S.A.P. 025-599-129 Bridge Replacements

Date: 3 August 2023

Summary

It is requested that the County Board approve the attached resolution to accept and approve final payments for the construction of Bridge 25J99 in Wanamingo Township, S.A.P. 025-599-128, and the construction of Bridge 25K00 in Kenyon Township, S.A.P. 025-599-129.

Background

This contract provided for the replacement of two new structures:

<u>S.A.P #</u>	<u>Old Bridge #</u>	<u>New Bridge #</u>
025-599-128	L0463	25J99
025-599-129	N/A	25K00

The contractor for this project was Fitzgerald Excavating & Trucking, from Goodhue, MN. The original contract amount was \$398,029.40, the revised contract amount is \$486,029.40, and the final contract amount is \$487,330.40. Final payment to the contractor is \$16,787.22 for S.A.P. 025-599-128 and \$7,579.30 for S.A.P. 025-599-129, for a total payment of \$24,366.52. Completed contract is 100.3% of the revised contract amount, due to additional erosion control needed for the conditions of the project site.

Alternatives

- None.

Recommendations

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



Contract Number: 99128
 Final Pay Request Number: 3

Project Number	Project Description
SAP 025-599-128	WANAMINGO TWP. BRIDGE 25J99
SAP 025-599-129	KENYON TWP. BRIDGE 25K00

Contractor: Fitzgerald Excavating & Trucking 21432 350th Street Goodhue, MN 55027	Vendor Number: 2470 Up To Date: 06/01/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$398,029.40	Original	\$398,029.40
Contract Changes	\$88,000.00	Additional	N/A
Revised Contract	\$486,029.40	Total	\$398,029.40


Work Certified To Date	
Base Bid Items	\$399,330.40
Contract Changes	\$88,000.00
Material On Hand	\$0.00
Total	\$487,330.40

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 025-599-128	\$0.00	\$335,744.50	(\$16,787.22)	\$318,957.28	\$16,787.22	\$335,744.50
SAP 025-599-129	\$0.00	\$151,585.90	(\$7,579.30)	\$144,006.60	\$7,579.30	\$151,585.90

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$487,330.40	\$0.00	\$462,963.88	\$24,366.52	\$487,330.40
Percent: Retained: \$0.00%			Percent Complete: 100.27%		
Amount Paid this Final Pay Request: \$24,366.52					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By 
 County/City/Project Engineer
 Date

Approved By Fitzgerald Excavating & Trucking
 Contractor 
 Date 7-14-23

Project No. : SAP 025-599-128
Final Pay Request No. : 3
Contract No.: 99128

Certificate of Final Contract Acceptance
Final Voucher Number: 3

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 7-25-2013 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$487,330.40 and agrees to the amount of \$24,366.52 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Fitzgerald Excavating & Trucking By [Signature]
And _____ And _____ State of Minnesota
On This 14th Day July 2013, Before me appeared [Signature] To me known to _____

(Individual Acknowledgment)

_____ be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

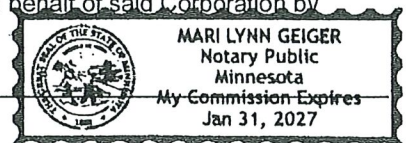
(Corporate Acknowledgment)

[Signature] And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the _____ and President of the Fitzgerald Excavating & Trucking Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by _____ authority of its

President and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.



Notarial My Commission as Notary Public in Goodhue County

Seal Expires Jan 31 2027 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-29	\$151,585.90	\$7,579.30	\$144,006.60
2	2022-11-22	\$335,744.50	\$16,787.22	\$318,957.28
3	2023-06-01	\$0.00	(\$24,366.52)	\$24,366.52

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
NON-PARTICIPATING		\$20,872.00	\$0.00	\$19,828.40	\$1,043.60	\$20,872.00
PARTICIPATING		\$314,872.50	\$0.00	\$299,128.88	\$15,743.62	\$314,872.50
NON-PARTICIPATING		\$29,906.50	\$0.00	\$28,411.18	\$1,495.32	\$29,906.50
PARTICIPATING		\$121,679.40	\$0.00	\$115,595.42	\$6,083.98	\$121,679.40

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
0010	Town Bridge	\$23,366.52	\$466,029.40	\$378,029.40	\$467,330.40
0020	Township	\$1,000.00	\$20,000.00	\$20,000.00	\$20,000.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 025-599-128	1	2021.501/00010	MOBILIZATION	LS	\$4,000.00	1	0	\$0.00	1	\$4,000.00
SAP 025-599-128	2	2105.601/00045	TEMPORARY STREAM DIVERSION SYSTEM	LS	\$1,200.00	1	0	\$0.00	1	\$1,200.00
SAP 025-599-128	3	2123.510/00010	2.5 CU YD SHOVEL	HOURL	\$20.00	20	0	\$0.00	20	\$400.00
SAP 025-599-128	4	2123.510/000130	DOZER	HOURL	\$20.00	20	0	\$0.00	20	\$400.00
SAP 025-599-128	5	2412.502/16070	16X7 PRECAST CONCRETE BOX CULV END SEC	EACH	\$21,500.00	4	0	\$0.00	4	\$86,000.00
SAP 025-599-128	6	2412.503/16071	16X7 PRECAST CONCRETE BOX CULVERT CLASS 1	LF	\$1,675.00	68	0	\$0.00	68	\$113,900.00
SAP 025-599-128	7	2451.507/00080	GRANULAR BACKFILL (CV) (P)	CY	\$21.00	132	0	\$0.00	132	\$2,772.00
SAP 025-599-128	8	2451.507/000270	COARSE AGGREGATE BEDDING (CV) (P)	CY	\$21.50	239	0	\$0.00	239	\$5,138.50
SAP 025-599-128	9	2511.507/00014	RANDOM RIPRAP CLASS III	CY	\$47.00	223	0	\$0.00	246	\$11,562.00
SAP 025-599-128	10	2563.601/00010	TRAFFIC CONTROL	LS	\$1,150.00	1	0	\$0.00	1	\$1,150.00
SAP 025-599-128	11	2573.602/000170	TEMPORARY SEDIMENT TRAP	EACH	\$350.00	1	0	\$0.00	1	\$350.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 025-599-128	12	2101.501/00020	CLEARING & GRUBBING	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 025-599-128	13	2104.503/00390	REMOVE FENCE	L F	\$2.00	200	0	\$0.00	0	\$0.00
SAP 025-599-128	14	2105.507/00290	SELECT GRANULAR BORROW (CV) (P)	C Y	\$21.00	276	0	\$0.00	276	\$5,796.00
SAP 025-599-128	15	2105.507/00360	COMMON BORROW (LV)	C Y	\$16.00	86	0	\$0.00	0	\$0.00
SAP 025-599-128	16	2105.607/00420	EXCAVATION SPECIAL (P)	C Y	\$10.00	426	0	\$0.00	426	\$4,260.00
SAP 025-599-128	17	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5 (P)	C Y	\$24.00	133	0	\$0.00	133	\$3,192.00
SAP 025-599-128	18	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$3,300.00	1	0	\$0.00	1	\$3,300.00
SAP 025-599-128	19	2573.503/00023	SILT FENCE, TYPE MS	L F	\$2.00	682	0	\$0.00	150	\$300.00
SAP 025-599-128	20	2575.504/00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	690	0	\$0.00	1762	\$3,524.00
SAP 025-599-128	21	2575.605/00055	RAPID STABILIZATION METHOD 1	BALE	\$4.00	12	0	\$0.00	0	\$0.00
SAP 025-599-129	1	2101.501/00020	CLEARING & GRUBBING	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 025-599-129	2	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$6.00	34	0	\$0.00	34	\$204.00
SAP 025-599-129	3	2105.507/00290	SELECT GRANULAR BORROW (CV) (P)	C Y	\$19.50	225	0	\$0.00	225	\$4,387.50
SAP 025-599-129	4	2105.507/00370	COMMON BORROW (EV)	C Y	\$15.00	167	0	\$0.00	167	\$2,505.00
SAP 025-599-129	5	2105.607/00420	EXCAVATION SPECIAL (P)	C Y	\$10.00	477	0	\$0.00	477	\$4,770.00
SAP 025-599-129	6	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5 (P)	C Y	\$25.00	108	0	\$0.00	108	\$2,700.00
SAP 025-599-129	7	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
SAP 025-599-129	8	2501.502/04048	48" GS PIPE APRON	EACH	\$1,935.00	2	0	\$0.00	2	\$3,870.00
SAP 025-599-129	9	2501.503/12048	48" CS PIPE CULVERT	L F	\$155.00	30	0	\$0.00	30	\$4,650.00
SAP 025-599-129	10	2573.503/00023	SILT FENCE, TYPE MS	L F	\$2.00	470	0	\$0.00	235	\$470.00
SAP 025-599-129	11	2573.503/00031	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$15.00	50	0	\$0.00	0	\$0.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 025-599-129	12	2575.501/00020	TURF ESTABLISHMENT	LS	\$1,200.00	1	0	\$0.00	1	\$1,200.00
SAP 025-599-129	13	2575.602/00010	RAPID STABILIZATION (METHOD 1)	BALE	\$4.00	15	0	\$0.00	0	\$0.00
SAP 025-599-129	14	2575.604/00120	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.00	861	0	\$0.00	1325	\$2,650.00
SAP 025-599-129	15	2021.501/00010	MOBILIZATION	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
SAP 025-599-129	16	2105.601/00045	TEMPORARY STREAM DIVERSION SYSTEM	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
SAP 025-599-129	17	2123.510/00010	2.5 CU YD SHOVEL	HOURL	\$20.00	10	0	\$0.00	10	\$200.00
SAP 025-599-129	18	2123.510/00130	DOZER	HOURL	\$20.00	10	0	\$0.00	10	\$200.00
SAP 025-599-129	19	2402.508/00010	STRUCTURAL STEEL (3306)	LB	\$1.00	194	0	\$0.00	194	\$194.00
SAP 025-599-129	20	2412.502/16070	16X7 PRECAST CONCRETE BOX CULV END SEC	EACH	\$17,200.00	1	0	\$0.00	1	\$17,200.00
SAP 025-599-129	21	2412.503	16X7 PRECAST CONCRETE BOX CULVERT (CLASS 2)	LF	\$1,722.00	40	0	\$0.00	40	\$68,880.00
SAP 025-599-129	22	2412.601/00010	PRECAST CONCRETE WINGWALLS	LS	\$7,300.00	2	0	\$0.00	2	\$14,600.00
SAP 025-599-129	23	2451.507/00080	GRANULAR BACKFILL (CV) (P)	C Y	\$19.55	188	0	\$0.00	188	\$3,675.40
SAP 025-599-129	24	2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	C Y	\$22.00	140	0	\$0.00	140	\$3,080.00
SAP 025-599-129	25	2511.507/00014	RANDOM RIPRAP CLASS III	C Y	\$47.00	172	0	\$0.00	200	\$9,400.00
SAP 025-599-129	26	2563.601/00010	TRAFFIC CONTROL	LS	\$900.00	1	0	\$0.00	1	\$900.00
SAP 025-599-129	27	2573.602/00170	TEMPORARY SEDIMENT TRAP	EACH	\$350.00	1	0	\$0.00	1	\$350.00
Base Bid Totals:								\$0.00		\$399,330.40

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 025-599-128	PARTICIPATING	\$0.00	\$226,872.50
SAP 025-599-128	NON-PARTICIPATING	\$0.00	\$20,872.00
SAP 025-599-129	PARTICIPATING	\$0.00	\$121,679.40
SAP 025-599-129	NON-PARTICIPATING	\$0.00	\$29,906.50

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 025-599-128	CO2	22	2412.602 PRECAST CONCRETE WINGWALL (EACH)	\$22,000.00	4	\$88,000.00	ITM	0	\$0.00	4	\$88,000.00
Contract Change Totals:									\$0.00		\$88,000.00

Contract Change Totals			
Number	Description	Effective Date	Amount
2	During construction it was discovered that plan changes made during right of way negotiations had not been incorporated into the final set of plans. Said changes include the installation of precast wingwalls instead of standard aprons as well as the installation of a galvanized pipe railing. The Contractor shall use and modify the precast end sections ordered as part of the original plan and attach the new precast wingwalls as shown in the attached plan sheets. Payment shall include the following: (4) 16x7 wingwalls, (8) galvanized joiner plates, time & materials for saw cutting existing end sections, fabrication of galvanized pipe railing, and installation of all components. Payment for said changes is shall be directly reflected by this change order and there will be no additional compensation made.	10/18/2022	\$88,000.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$487,330.40
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**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

Date: 10 August 2023

WHEREAS, Contract No. 99128, S.A.P. No. 025-599-128, construct Bridge 25J99 in Wanamingo Township, and S.A.P. 025-599-129, construct Bridge 25K00 in Kenyon Township, which have in all things been completed, and the County Board being fully advised in the premises; and,

WHEREAS, documentation for the contract has been finalized, and final payment to the contractor, Fitzgerald Excavating & Trucking, is \$24,366.52 in total (\$16,787.22 for S.A.P. 025-599-128 and \$7,579.30 for S.A.P. 025-599-129).

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

State of Minnesota
County of Goodhue

Flanders	___	No ___
Anderson	___	No ___
Majerus	___	No ___
Betcher	___	No ___
Greseth	___	No ___

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 10th day of August 2023, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, on this 10th day of August 2023.

Scott Arneson
County Administrator

State of Minnesota
County of Goodhue

Flanders	_____	No	_____
Anderson	_____	No	_____
Majerus	_____	No	_____
Betcher	_____	No	_____
Greseth	_____	No	_____

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I compared the foregoing copy of a resolution with the original minutes and proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 10th day of August 2023, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, on the 10th day of August 2023.

Scott Arneson
County Administrator



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

TO: County Board of Commissioners
FROM: Brian J. Anderson, Goodhue County Auditor/Treasurer
SUBJECT: Tax & CAMA MnCCC Participation Agreement
DATE: August 10, 2023

Background

In May of 2021, the County Board was presented with a Tax and CAMA Software Proposal. The County Board approved the proposal of purchasing Tyler iasWorld software for both Tax and CAMA administration. The conversion project kicked off in April of 2023 and will be complete with a full system go live by the end of the year.

Discussion

In November of 2021, Minnesota Counties Computer Cooperative (MnCCC) entered into a five year master service agreement with Tyler Technologies. Goodhue County partners with MnCCC on our current legacy tax system. Staff feels that they have benefited from this collaboration. Participation in the MnCCC user groups is key to staying up to date with changes coming and having a voice as to how those changes are implemented within the software.

Additional changes to the contract include unlimited updates for new legislation as well as the inclusion of three Smart Files. Smart Files are online forms which allow customers to complete paperwork from any location and at any time of the day. An example of a potential Smart File would be a Homestead application.

If approved, Tyler Technologies would close the County's current agreement and convert the County to the MnCCC agreement. The MnCCC agreement does cost more as it includes unlimited legislative updates as well as the three Smart Files. The increase for implementation costs is \$18,555 and the annual fees will increase by \$7,831. These costs are already accounted for in the 2024 budget.

GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS
1st District
1121 West 4th Street
Red Wing, MN 55066

BRAD ANDERSON
2nd District
10679 375TH St. Way
Cannon Falls, MN 55009

TODD GRESETH
3rd District
46804 Hwy 57 Blvd.
Wanamingo, MN 55983

JASON MAJERUS
4th District
39111 County 2 Blvd.
Goodhue, MN 55027

SUSAN BETCHER
5th District
30133 Lakeview Ave.
Red Wing, MN 55066

An Equal Opportunity Employer

Software Implementation & Annual Maintenance Costs

Goodhue County's Current Tyler Technologies Agreement

iasWorld CAMA and Tax Billing & Collections	Costs
Annual SaaS Fees - Initial Term	\$ 87,938
Implementation Services	\$ 310,500
Estimated Travel Expenses	\$ 23,400

iasWorld Tyler Software included in the SaaS fees above are:

- o iasWorld CAMA
- o iasWorld Tax Billing & Collection
- o iasWorld Public Access
- o iasWorld Assessment Administration
- o iasWorld Delinquent Tax

Proposed MnCCC Tyler Technologies Agreement

Enterprise Assessment & Tax	Costs
Annual SaaS Fees - Initial Term	\$ 85,919
Implementation Services	\$ 329,055
Estimated Travel Expenses	\$ 23,400
Annual - Unlimited Legislative Changes	\$ 9,850

Enterprise Assessment & Tax Software included in the SaaS Fees above are:

- o Enterprise Assessment (Formerly known as iasWorld CAMA)
- o Enterprise Tax (Formerly known as iasWorld Tax Billing & Collection)
- o Delinquent Tax
- o Property Access (Formerly known as Public Access)
- o Smart File (3 filings – Homestead application, Address change, Email opt in/out)

Recommendation

Staff is recommending approval of the MnCCC participation agreement with Tyler Technologies Enterprise Assessment & Tax Software.

Please find attached a copy of master services agreement along with the amendment.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Minnesota Counties Computer Cooperative, ("Client").

WHEREAS, Tyler and the Client are parties to a Master Services Agreement dated November 30, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The cost summary set forth in Attachment 1 to the Agreement is hereby deleted in its entirety and replaced with the cost summary set forth in Attachment 1 to this Amendment.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Minnesota Counties Computer Cooperative

By: 

By: T. Pat Paquin

Name: Gus Tenhundfeld

Name: T. Pat Paquin

Title: Inside Sales Manager

Title: MnCCC Executive Board Chair

Date: August 17, 2022

Date: 08/17/2022

By: 

Name: Lisa C. Meredith

Title: Executive Director

Date: 08/17/2022

ATTACHMENT 1
August 2022 Amendment

Minnesota Counties Computer Cooperative
Tax and CAMA Software



Appraisal & Tax

Solution Pricing – Pricing will be determined based on the relative size of the jurisdiction as determined by the County’s parcel count. For determination of cost, the jurisdiction’s parcel count category will be established as of the Effective Date of this Agreement.

Parcel Range		Category
0	15,000	A
15,001	30,000	B
30,001	100,000	C
100,001	>100,001	D

Fully Integrated Enterprise Assessment & Tax Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$52,813	\$220,200	\$18,200
B	\$69,367	\$273,360	\$20,800
C	\$85,919	\$329,055	\$23,400
D	Custom Pricing		

Included Software

- Enterprise Assessment (CAMA)
- Enterprise Tax
- Delinquent Tax
- Property Access
- SmartFile

Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County’s unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

Enterprise Assessment (CAMA) only Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$31,688	\$151,890	\$18,200
B	\$41,625	\$188,352	\$20,800
C	\$51,551	\$226,585	\$23,400
D	Custom Pricing		

Included Software

Enterprise Assessment (CAMA) only

- Enterprise Assessment (CAMA)
- Property Access
- SmartFile

Enterprise Tax only Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$36,245	\$159,390	\$18,200
B	\$47,612	\$198,352	\$20,800
C	\$58,965	\$239,085	\$23,400
D	Custom Pricing		

Enterprise Tax only

- Enterprise Tax
- Delinquent Tax
- Property Access
- SmartFile (2 filings only)

Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County's unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client for Enterprise Assessment and 2 basic existing MN SmartFile filings included per client for Enterprise Tax
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

Unlimited Legislative Changes Uplift

Premium uplift to elect unlimited legislative changes, cost per county is incremental to the annual SaaS fee:

Category	CAMA+Tax	CAMA Only	Tax Only
A	\$6,050	\$3,650	\$3,650
B	\$7,950	\$4,750	\$4,750
C	\$9,850	\$5,950	\$5,950
D	Custom Pricing		

Additional Optional Services

The following additional optional services can be selected by participating Counties.

- Custom Integration with Tax Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with CAMA Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with a GL Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Permitting Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Recorder of Deeds Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Online payment processing with Property Access - \$25,000 per vendor

The following optional additional services will need to be priced and scoped out based on the effort requested:

- Integration with Marshall and Swift – Price to be scoped by county (license and services cost)
- Custom Workflows – Priced per Scope of workflow (varies by complexity)
- Custom SmartFile filing - Priced per Scope of the filing (varies by complexity)
- Modification to baseline MN reports (outside of legislative changes) – Price to be scoped per change requested
- New reports (outside of legislative changes) - Price to be scoped per change requested

Additional Optional Software

Tyler Cashiering

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$10,500	\$29,500	\$0*
B	\$14,250	\$29,500	\$0*
C	\$18,280	\$29,500	\$0*
D	Custom Pricing		

Field Mobile

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$7,600	\$32,200	\$0*
B	\$8,500	\$39,905	\$0*
C	\$9,690	\$52,210	\$0*
D	Custom Pricing		

Assessment Connect/Open Assessment

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$12,080	\$18,400	\$0*
B	\$15,870	\$18,400	\$0*
C	\$19,655	\$18,400	\$0*
D	Custom Pricing		

Inquiry & Appeals Add-On

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$7,596	\$10,000	\$0*
B	\$9,978	\$10,000	\$0*
C	\$12,357	\$10,000	\$0*
D	Custom Pricing		

Note: References to iasWorld have been replaced with Enterprise Assessment & Tax to reflect our rebranding as noted below.

Same Tyler Products, New Names

Since 1999 Tyler has been building the best array of software solutions for the public sector. If you have spoken with one of our representatives, attended a demonstration, or browsed our website before 2022, you may notice some changes in our products. Many of Tyler's products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

Our products are changing in name only. There will be no change in product functionality, support, or services. You can continue to expect the best with Tyler. We are excited to share this journey into the next evolution of Tyler Technologies.

For details, please visit <https://www.tylertech.com/about-us/who-we-are/product-name-update-faq>



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Minnesota Counties Computer Cooperative ("MnCCC") as of the last date written below (the "Effective Date").

WHEREAS, MnCCC is a joint powers formed under Minnesota Statute 471.59; and

WHEREAS, MnCCC selected Tyler to provide certain products and services, as more fully identified in the Investment Summary attached and incorporated herein by reference ("Tyler Software"), for the benefit of participating MnCCC member end users, including providing access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and MnCCC agree as follows:

1. Products and Services. Tyler will allow MnCCC's participating member end users to purchase products and services at the rates set forth in Attachment 1 for sixty (60) months from the Effective Date, and thereafter at its then-current list price or as otherwise mutually agreed in writing. If no rate is provided in Attachment 1, or those sixty (60) months have expired and the parties elect to continue doing business under this Agreement, MnCCC's participating end users may purchase additional products and services at Tyler's then-current list price by executing a mutually agreed amendment. The terms of the applicable agreement will control any such additional purchase(s), unless otherwise specifically provided in the amendment.
2. Cooperative Procurement. MnCCC and MnCCC's participating end users, individually and not collectively, may access and use the Tyler Software pursuant to the terms of this Agreement, including the Software as a Service Agreement in the form set forth in Attachment 2. MnCCC shall cause any of MnCCC's participating end users that elect to access and use the Tyler Software to expressly agree to be bound by the terms of this Agreement in a writing substantially similar to Attachment 3 which will be provided in pertinent part by MnCCC to Tyler upon its effective date. Any other adjustments to scope not set forth herein must be reflected in an amendment to the Agreement.
3. Term and Termination. The initial Term commences on the Effective Date and remains in effect for five (5) years. The Term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current Term. Either party may also terminate this Agreement for convenience at any time by delivering a written notice of its intent to terminate at least 120 days prior to the termination date identified in the notice. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise

delivered to the other party prior to such termination. Termination of this Agreement shall not automatically terminate any Software as a Service Agreement with MnCCC's participating member end users, which may remain in effect for the pendency of the then-current Term. After the Agreement is terminated and the pendency of the then-current Term, MnCCC's participating end users may continue using the Tyler Software by entering into an agreement directly with Tyler in a form substantially similar to Attachment 2. Tyler reserves the right to negotiate and customize the terms and conditions set forth in Attachment 2 as may be necessary to reflect the agreed upon scope and circumstances.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations; obtains each such person's binding agreement to abide by all restrictions; and assumes liability and responsibility for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter. The parties further agree that, notwithstanding the foregoing, nothing in this Agreement shall require either party to violate or fail to comply with any provision of the Minnesota Government Data Practices Act (Mn. Stats Chapter 13), which shall control and govern this Agreement pursuant to Section 9(g).
5. Warranty. Tyler warrants that it shall provide all services in a professional, workmanlike manner, consistent with industry standards and applicable law. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to MnCCC.
6. Limitation of Liability. EXCLUDING CLAIMS SUBJECT TO INDEMNIFICATION IN THE FOLLOWING SECTION 7 , THE PER CLAIM LIABILITY OF TYLER OR MNCCC FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, NEGLIGENCE AND STRICT LIABILITY SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THREE TIMES THE SUM OF THE AGGREGATE FEES RECEIVED FROM AND/OR PAYABLE BY MNCCC DURING THE CURRENT TERM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.
7. Indemnification. Without waiving or reducing applicable statutory immunity, each party will indemnify and hold harmless the other party and its members, agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to

the extent caused by the other party's negligence, reckless or willful misconduct; (b) the other party's violation of a law applicable to its performance under this Agreement; (c) the other party's breach of the confidentiality provisions of this Agreement. The party seeking indemnification ("Indemnified Party") must notify the other party ("Indemnifying Party") promptly in writing of the claim and give the Indemnifying Party sole control over its defense or settlement. The Indemnified Party agrees to provide the Indemnifying Party with reasonable assistance, cooperation, and information in defending the claim at the Indemnifying Party's expense.

8. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
9. **Insurance.** Prior to the Effective Date and as requested thereafter in writing by MnCCC, Tyler shall provide MnCCC with certificates of insurance evidencing the following minimum required liability insurance coverage:
 - i. **Workers Compensation.** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with limits of at least \$500,000 for each claim; and at least \$500,000 for each occurrence; and \$500,000 aggregate.
 - ii. **Excess/Umbrella Liability of at least \$5,000,000.** The parties have agreed that maintenance of the above umbrella coverage for each of the liability policies identified in Subsections iii.-v. below shall entitle Tyler to reduce the minimum required coverage under the Commercial General Liability policy to \$1,000,000 per occurrence, \$2,000,000 general aggregate, the Auto Liability to \$1,000,000 Combined Single Limit, and the Professional Liability/Errors and Omissions coverage to \$1,000,000 per act/occurrence and \$1,000,000 per occurrence;
 - iii. **Commercial General Liability.** Coverage shall have minimum limits of \$1,500,000 per occurrence and \$3,000,000 general aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability and Personal Injury Liability;
 - iv. **Auto Liability.** Coverage shall have minimum limits of \$1,500,000.00 Combined Single Limit for Bodily Injury Liability and Property Damage ; and
 - v. **Professional Liability/Errors and Omissions, including Data Breach/Network and Cybersecurity Insurance.** Coverage shall have minimum limits of \$2,000,000.00 per wrongful act or occurrence, and \$4,000,000.00 annual aggregate limit.
 - vi. **Special Requirements:**
 - vii. MnCCC is to be included as an "Additional Insured" on both the Commercial General Liability and Auto Liability Policies. Tyler will add MnCCC as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which will automatically add MnCCC as an additional insured to Tyler's Excess/Umbrella Liability policy as well.
 - viii. Renewal Certificates shall be sent to MnCCC within a commercially reasonable timeframe after Tyler receives them. Tyler will provide thirty (30) days notification to MnCCC in the event of cancellation or modification of any stipulated insurance coverage.

ix. It shall be the responsibility of Tyler to insure that all subcontracts comply with the same insurance requirements that it is required to meet.

2. Miscellaneous.

- a. Tax Exempt Status. MnCCC is organized under Minnesota's joint exercise of powers statute (Mn. Stats Section 471.59), and shall not be responsible for any taxes for any services provided for herein, whether federal or state.
- b. Assignment. Neither Tyler nor MnCCC shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement in whole or part without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. If a Party does not consent to assignment of this Agreement, then the Party seeking such assignment may terminate the Agreement for convenience. MnCCC understands that, in the event that Tyler is the subject of a merger, consolidation or other acquisition of substantially all of Tyler's assets (collectively, a "Transaction"), Tyler will provide MnCCC with notice of the Transaction and request an assignment hereunder as soon as the Transaction is not itself considered confidential or "insider information" under applicable securities laws.
- c. Counterparts. This Agreement may be executed in one or more counterparts and/or multiple originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of authorized signatures by electronic means shall be given the same effect by the parties as original manual signatures for all purposes.
- d. Entire Agreement. This Agreement, the Investment Summary and all attachments or other documents incorporated fully herein by this reference constitute the entire understanding and agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- e. Amendment. This Agreement shall not be modified, amended, or in any way altered except by a written instrument identified as an Amendment and numbered sequentially, and that has been signed by the properly delegated authority of each party. All such amendments or modifications of this Agreement shall be binding upon the parties from execution and delivery, unless a different effective date is identified in such Amendment.
- f. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contracting parties only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- g. Governing Law; Jurisdiction and Venue. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the internal laws of the State of Minnesota, without regard to or application of choice of law rules or principles. Tyler irrevocably consents to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota, and agrees to commence any action under this Agreement solely in such courts.

- h. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party, other than the rights of MnCCC members to acquire Tyler products or services as participating end users and receive indemnification as identified herein.
 - i. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
 - j. Survival. The provisions of Sections 3 through 9 shall survive the expiration or termination of this Agreement.
 - k. MnCCC Annual Conference. Tyler will participate in each MnCCC annual conference during the Term at no additional cost to MnCCC, and without charge by MnCCC. As part of this participation, Tyler will provide between four (4) and six (6) hours of training at the Conference.
10. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
11. Contract Documents. This Agreement includes the following exhibits:
- i. Attachment 1: Cost Summary
 - ii. Attachment 2: Software as a Service Agreement Template (for the benefit of participating end user members (w/Statement of Work and all other exhibits)
 - iii. Attachment 3: Participation Agreement

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Gus Tenhundfeld

Name: Gus Tenhundfeld

Title: Inside Sales Manager

Date: 11/18/2021

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Minnesota Counties Computer Cooperative

By: Jody G Moran

Name: Jody G Moran

Title: Board Chair

Date: 11/30/2021

By: Lisa Meredith

Name: Lisa Meredith

Title: Executive Director

Date: 11/30/2021

Address for Notices:
Minnesota Counties Computer Cooperative
100 Empire Drive Suite 201
Saint Paul, MN 55103
Attention: Executive Director

ATTACHMENT 1

Minnesota Counties Computer Cooperative
Tax and CAMA Software



Appraisal & Tax

Solution Pricing – Pricing will be determined based on the relative size of the jurisdiction as determined by the County's parcel count. For determination of cost, the jurisdiction's parcel count category will be established as of the Effective Date of this Agreement.

Parcel Range		Category
0	15,000	A
15,001	30,000	B
30,001	100,000	C
100,001	>100,001	D

Fully Integrated iasWorld Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$60,409	\$227,700	\$18,200
B	\$79,354	\$283,360	\$20,800
C	\$98,276	\$341,555	\$23,400
D	Custom Pricing		

Included Software

- iasWorld CAMA
- iasWorld Tax
- iasWorld Delinquent Tax
- iasWorld Inquiry & Appeals
- iasWorld Public Access
- iasWorld SmartFile

Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County's unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

CAMA only or Tax only iasWorld Solution

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$36,245	\$159,390	\$18,200
B	\$47,612	\$198,352	\$20,800
C	\$58,965	\$239,085	\$23,400
D	Custom Pricing		

Included Software

iasWorld CAMA only

- iasWorld CAMA
- iasWorld Inquiry & Appeals
- iasWorld Public Access
- iasWorld SmartFile

iasWorld Tax only

- iasWorld Tax
- iasWorld Delinquent Tax
- iasWorld Public Access

Assumptions

- Pricing is per jurisdiction and assumes a single installation
- 12-month implementation, 30% resourcing
- Minnesota standard configurations, no modifications included in base setup
- Client business processed may change to match Minnesota standard
- Mini Fit/Gap to understand County's unique processes (20 days = 1 team week)
- Travel billed separately as incurred, estimates included in pricing
- Out of Scope: modifications, custom reports, custom integrations, workflows
- 3 basic existing MN SmartFile filings included per client
- 2 months post-live support
- 30 days of training (2 weeks, partial team)
- 20 days of go-live support (1 week, whole team)

Unlimited Legislative Changes Uplift

Premium uplift to elect unlimited legislative changes, cost per county is incremental to the annual SaaS fee:

Category	CAMA+Tax	CAMA Only	Tax Only
A	\$6,050	\$3,650	\$3,650
B	\$7,950	\$4,750	\$4,750
C	\$9,850	\$5,950	\$5,950
D	Custom Pricing		

Additional Optional Services

The following additional optional services can be selected by participating Counties.

- Custom Integration with Tax Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with CAMA Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with a GL Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Permitting Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Recorder of Deeds Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Online payment processing with iasWorld Public Access - \$25,000 per vendor

The following optional additional services will need to be priced and scoped out based on the effort requested:

- Integration with Marshall and Swift – Price to be scoped by county (license and services cost)
- Custom Workflows – Priced per Scope of workflow (varies by complexity)
- Custom SmartFile filing - Priced per Scope of the filing (varies by complexity)
- Modification to baseline MN reports (outside of legislative changes) – Price to be scoped per change requested
- New reports (outside of legislative changes) - Price to be scoped per change requested

Additional Optional Software

Tyler Cashiering

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$10,500	\$29,500	\$0*
B	\$14,250	\$29,500	\$0*
C	\$18,280	\$29,500	\$0*
D	Custom Pricing		

iasWorld Field Mobile

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$7,600	\$32,200	\$0*
B	\$8,500	\$39,905	\$0*
C	\$9,690	\$52,210	\$0*
D	Custom Pricing		

Assessment Connect/Open Assessment

Category	SaaS Fee	Service Fee	Travel Expenses
A	\$12,080	\$18,400	\$0*
B	\$15,870	\$18,400	\$0*
C	\$19,655	\$18,400	\$0*
D	Custom Pricing		

ATTACHMENT 2



SOFTWARE AS A SERVICE AGREEMENT

The Software as a Service Agreement ("Agreement"), attached to the Master Services Agreement ("MSA") between Tyler Technologies, Inc. ("Tyler") to the Minnesota Counties Computer Cooperative ("MnCCC"), shall control the provision of certain products and services, as set forth in Attachment 1 to the MSA, by Tyler to MnCCC and MnCCC's participating member end users, including the provision of access to Tyler Software, as that term is defined herein.

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means, individually and not collectively, MnCCC, as well as any of MnCCC's participating member end users that elect to access and use the Tyler Software and have agreed in writing to abide by the terms of the MSA and this Agreement.
- **"County"** means an individual MnCCC participating member end user that uses the Tyler Software.
- **"Data"** means Client's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in MnCCC's MSA, including all exhibits or addenda. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in then-current Tyler Software Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means, as applicable, any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available hereunder, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both parties' authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, extreme inflation (eight percent or greater per year), or any other cause that could not with reasonable diligence be foreseen or prevented by a party invoking force majeure.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Project Initiation Date”** means the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the Client’s right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining the roles and responsibilities of Client and Tyler in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software, and which are also applicable directly to Client. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third-party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third-Party Software, as applicable and attached as Exhibit E.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to Client for use as contemplated under this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”, “your”** and similar terms means Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client’s internal business purposes. The Tyler Software will be made available to Client according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this

Agreement including, without limitation, Section B(4). We will make any such software available for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Client's Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event Client regularly and/or meaningfully exceeds the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s) on a per County basis.
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by Client and its employees for internal reference purposes only.
 - 3.3 Client retains all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.4 Provision of Client Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the database then residing in Tyler's hosted environment in a mutually agreeable, machine readable format.
4. Restrictions. Your rights hereunder do not allow you to: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during each Term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will

provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 Client will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing Client's Data will be dedicated and segregated and inaccessible to our other customers. We agree that all Client Data will be hosted in the United States. Tyler will notify MnCCC and the Client in the event of any location change for Client Data.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any Client Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly and quickly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which Client Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which Client access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide Client with a written or electronic record of the actions taken by us in the event that any unauthorized access to Client database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should Client request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying Client log-in access. Client will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each Client workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You will receive those services according to our industry standard implementation plan, which outlines roles and responsibilities in calendar and project documentation.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. If additional work is required, or if Client uses or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional Client work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel after making all reasonable efforts to do so.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and applicable laws. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to Client's personnel, facilities, and equipment as may be reasonably necessary for us to provide

implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay Client's SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations for Client in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide Client support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to Client all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support for Client of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Vender and customer agree to work together to come up with a mutually agreed upon method to allow vender to provide the agreed upon remote support option. In the event that we cannot communicate remotely (including via a participating Client's virtual private network), we will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with appropriate and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that Client also maintain a VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite at Client the Third-Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, Client will receive access to the Third-Party Software and related documentation for internal business purposes only. Rights to the Third-Party Software will be governed by the Third-Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third-Party Software.
 - 3.2 The Third-Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third-Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to Client any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with prompt written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action

items outlined in the action plan because of any failure by Client to complete the items agreed to be done by Client in order to remedy the defect, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of one year (the “Initial Term”) from the first day of the first month following the Project Initiation Date, unless earlier terminated as set forth herein. Upon mutual written consent, the Parties may renew this Agreement for one (1) additional one-year term (“Initial Renewal Term”). The rates during the Initial Renewal Term will not increase by more than 5% annually. Client may indicate its consent to renew by timely payment of a renewal invoice issued by Tyler. Upon expiration of the Initial Renewal Term, the Agreement will renew automatically for additional one (1) year renewal terms (each a “Term”) at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal Term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement, other than to extract, export and reconstruct Client Data. Upon request, Tyler will store Client Data for up to six (6) months after the effective date of termination. Six (6) months after the effective date of termination, Client may purchase storage space for the Client Data at its own expense, and if not, Tyler is no longer obligated to store Client Data.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of undisputed SaaS Fees. If you fail to timely pay the undisputed SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay undisputed SaaS fees within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of Client appropriations as a substitute for termination for convenience.

- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the Initial Term for your failure to pay SaaS Fees, you shall pay us the following early termination fees: Early termination will result in full payment of the SaaS fees for the remainder of the term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Notwithstanding any other provision of the Master Agreement, we will indemnify, defend and hold each Client harmless and without limitation or exclusion against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets or otherwise violates such third party intellectual property rights, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If any infringement, misappropriation or other intellectual property law claim is fully litigated and use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 Notwithstanding any other provision of the Master Agreement, we will indemnify, defend and hold you harmless and without limitation or exclusion, together with each of your respective agents, officials, and employees, from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury, property damage or other economic losses to the extent caused by our negligence or willful misconduct; or (b) violation of PCI-DSS requirements or other data loss, privacy or cybersecurity losses, and/or violation of any law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control

over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law and without waiver or reduction of applicable statutory immunity, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage or other economic losses to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCLUDING CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION G, OR SECTION 7 OF THE MASTER AGREEMENT, THE PER CLAIM LIABILITY (TYLER'S OR CLIENT'S) UNDER THIS AGREEMENT, FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED, WITH RESPECT TO CLAIMS BETWEEN TYLER AND MNCCC ONLY, THE LIMIT SET FORTH IN SECTION 6 OF THE MASTER AGREEMENT AND, WITH RESPECT TO CLAIMS BETWEEN TYLER AND EACH COUNTY, INDIVIDUALLY, THE COUNTY'S THEN CURRENT ANNUAL SAAS FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Omitted.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at our then-current list price, by executing a mutually agreed addendum. Except in the event and to the extent of any conflict or inconsistency between this Agreement and the Master agreement, which shall be controlled by the Master agreement, the terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with applicable tax-exemption certificates. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. Client agrees to provide us with a copy of any Client valid direct-pay permits. For clarity, we are responsible for paying Tyler's-applicable income, payroll or other taxes associated with the provisions of goods or services under this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of the Client or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. If a party does not consent to assignment of this Agreement, then the party seeking consent may terminate the Agreement for convenience. Client understands that, in the event that Tyler is the subject of a merger, consolidation or other acquisition of substantially all of Tyler's assets (collectively, a "Transaction"), Tyler will provide Client

with notice of the Transaction and request an assignment hereunder as soon as the Transaction is not itself considered confidential or "insider information" under applicable securities laws.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of Tyler and MnCCC.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt if sent by overnight courier and verifiable by a delivery receipt; (c) as of the date of a certified mail, return receipt signed by an employee or agent of the receiving party; (d) upon receipt by sender of proof of email delivery; or (e) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota without regard to its rules on conflicts of law. All parties agree to follow the laws of the State of Minnesota and of the United States, as they apply to this contract and service, and the parties agree to commence any litigation regarding this Agreement in the applicable federal or state courts located in Ramsey County, Minnesota. Tyler irrevocably consents to the jurisdiction and venue of such courts.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Statement of Work



Exhibit A
Investment Summary

The following attached Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

SEE ATTACHMENT 3. Each County's Investment Summary will be attached to a Participation Agreement as Exhibit A.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Upon expiration of the Initial Term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device is included in the SaaS Fees and will be invoiced as set forth above in Section 1.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered based on a percentage of completion each month, at the rates set forth in the Investment Summary.
3. **Third Party Products.**
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third-Party Software is included in the cost of the Third-Party Software License Fees. Future year's Third-Party Software Maintenance fees will be invoiced annually in advance on each anniversary of the Project Initiation Date.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current

Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C
Schedule 1
Support Call Process**

Scope of Maintenance and Support Services

The following outlines the standard support provided by Tyler Technologies, Inc. ("Tyler") for the following software systems installed in the Tyler hosting center, for the time period specified in this Support Call Process ("Support Agreement").

The software systems listed in Exhibit A – Investment Summary running in the Tyler hosting center shall be known as the Tyler Software. Any additional support, modifications, or services needed on the Tyler Software as it is installed in the Tyler hosting center which are not expressly included in this Support Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software code and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the Tyler Software and, as such, the terms of this Support Agreement apply.

1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

1.1 Business Day(s)

The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 P.M. ET. Tyler's current holiday schedules is as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

1.2 Coverage Period

The start and end date for the support offered in this Support Agreement.

1.3 Maintenance or Maintain

Providing support and Updates for the Tyler Software only.

1.4 System Error

An error in the Tyler Software that is either a generated error (e.g., error screen) by the Tyler Software or lack of response (slow or stuck), or failure of a function as stated in the iasWorld user guides (also referred to as "issues" or "bugs"). Note: A Client Error Incident is not covered.

1.5 Updates

Unlimited revisions to the Tyler Software source code that fixes errors and/or includes enhancements that are made available to the Client. Updates include releases (e.g., new functionality or content) and patches (e.g., bug fixes).

1.6 VPN

The use of any secure connection on the Client system from any Tyler office.

2. Hot Line Support

During the Coverage Period, Tyler will provide phone support for the Tyler Software. This support will provide assistance (via phone or delivered documentation) in determining the root cause of System Errors and the response as outlined in item 2.3 below, subject to Section 9 of this Support Agreement. The Hot Line is also available for questions on normal operation of the Tyler Software.

2.1. Hot Line Number

800-800-2581 extension 1

2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M.ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 13 of this Support Agreement.

2.3. Hot Line Support Considerations

Tyler shall respond to the Client's request for telephone assistance within one (1) working hour from the initial call.

Tyler shall take steps to have the System Error fixed, or an appropriate workaround, via phone or remote connection as defined in the following priority matrix:

Priority	Definition	Response	Resolution SLA
Critical	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contacted within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

If the cause of the problem is related to an item in Section 12 of this Support Agreement or not an actual bug within the Tyler Software, Tyler will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

3. Online Support

During the Coverage Period, Tyler will provide access to Tyler's Customer Relationship Management System in order for the Client to have twenty-four (24) hour per day, seven (7) day per week access to answers to Tyler Software questions and to log Tyler Software issues.

4. Modification and Change Procedure

Changes to the Tyler Software (not directed by local laws pursuant to Section 6 of this Support Agreement) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate addendum or agreement will be drafted for acceptance by the parties.

5. Updates

Tyler Software Updates will be made available during the Coverage Period.

5.1. iasWorld Updates

Tyler staff will schedule the release of new Updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when Updates will be available. Tyler performs such Updates, in coordination with your staff, as agreed upon. It is important that any Updates be done in a timely manner as the Update could contain fixes for one or more System Errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of the Tyler Software or require that the Client upgrade to a newer release to obtain the required fix.

5.2. iasWorld Data Tables

The Client is responsible for updating any data stored in the Tyler Software data tables, whether such updates occur through the normal course of business from user data entry, through update from some iasWorld batch process, or through an SQL update. Updates may be performed to the iasWorld data for various reasons by Tyler as requested by the Client subject to time and materials rates.

5.3. Operating System Updates

Tyler will be maintaining the server hardware environment, including updates to the Operating System.

5.4. Oracle Updates

Tyler will be responsible for scheduling updates to the Oracle software in order that the Client is on a version supported by Oracle.

6. Legislative Changes

Tyler will provide up to eighty (80) Tyler Software programming hours per state per calendar year of this Support Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

7. Data Ownership

The Client owns the data stored and processed on the Tyler Software. While performing support services pursuant to this Support Agreement, Tyler will be exposed to this data and will take industry standard measures to ensure the confidentiality of the data.

8. Backups and Recovery

Backups of the Client environment will occur in accordance with the Tyler hosting center's normal business process. As of the Effective Date, Tyler's backup schedule is as follows:

- We perform a daily backup of your Data and retain such daily backup for seven (7) calendar days.
- We perform a weekly backup of your Data and retain such weekly backups for five (5) weeks.
- We perform a monthly backup of your Data and retain such monthly backup for one (1) year.
- Upon the expiration of the one (1) year period during which monthly backups are retained, we archive such monthly backups until the earlier of (i) such time as you request such backups are permanently deleted or (ii) the expiration or termination of the Software as a Service Agreement.

9. Dependent Software Licenses

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc.

10. Server Operations

Tyler will be responsible for operational support of the iasWorld application server(s) within the Tyler environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance to Tyler staff.

11. Remote Access

The Client will provide Tyler with the means to electronically connect to the Client and to the iasWorld application, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

12. Out of Scope Items

The following are examples of items that are **not** included in this Support Agreement. Tyler will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

- 12.1. Resolution of problems that arise out of the Client's misuse of the Tyler Software.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Modification of the iasWorld code.
- 12.4. Modification of iasWorld reports.
- 12.5. Post-Implementation updates to iasWorld cost tables, tax rate tables, etc.
- 12.6. Onsite training.
- 12.7. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.

- 12.8. Errors and problems that arise out of the Client's modification of the Tyler Software code.
- 12.9. Errors and problems related to other 3rd party vendors' software not specifically covered by this Support Agreement.

13. Additional Support

No other additional support outside this Support Agreement is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 12 of this Support Agreement) can be requested and will be billed at Tyler's then prevailing time and materials rates.



Exhibit D
Statement of Work

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Minnesota Counties Computer Cooperative

SOW from Tyler Technologies, Inc.

07/15/2021

Contact:
Troy Fryman
Email: Troy.Fryman@TylerTech.com
One Tyler Way, Moraine, OH 45439



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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

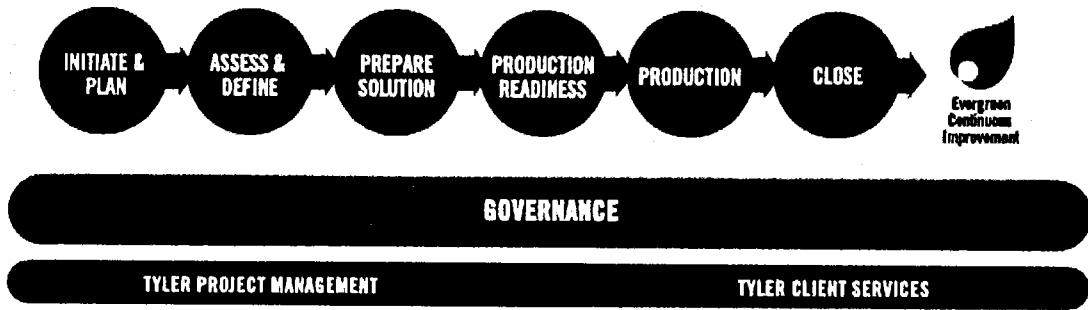
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by Client and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

Part 2: Project Foundation

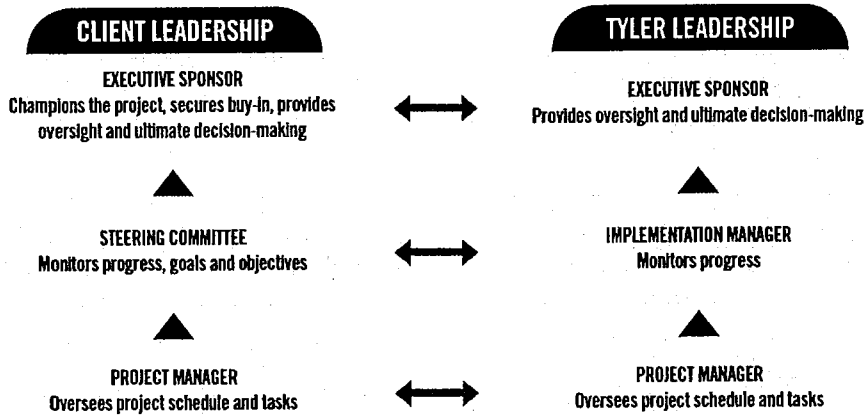
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Client collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Client Steering Committee become the escalation points to triage responses prior to escalation to Client and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Client and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

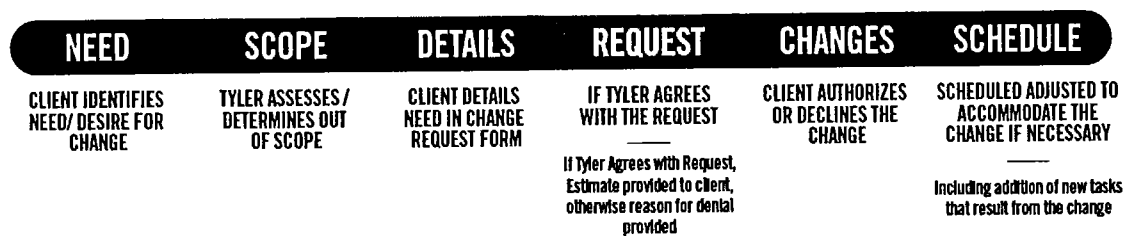
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Client; for example, Client may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Client, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Client will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Client). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Client office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Client will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Client project manager will strive to gain deliverable and decision approvals from all authorized Client representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Client department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Client shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Client does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Client does not agree the particular Deliverable or Control Point meets requirements, the Client shall notify Tyler project manager(s), in writing, with reasoning within ten (1) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Client shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Client does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Client and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Client, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Client 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Client 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Client management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by Client project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Client project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Client and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Client any items that may impact the outcomes of the Project.
- Collaborates with Client 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Client 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Client and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Client through software validation process following configuration.
- Assists during Go-Live process and provides support until Client transitions to Client Services.
- Facilitates training sessions and discussions with Client and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with Client.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists Client with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as Client completes the data review.
- Provides conversion consulting and mapping assistance.

5.1.9 Tyler Modification Services

- Programs modification(s) per the agreed upon business requirements document(s).
- Performs internal quality assurance.
- Provides software updates and defect fixes.
- Completes interface development for in-scope interfaces.

5.1.10 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to Client, as Client builds interfaces.

5.2 Client Roles & Responsibilities

Client resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Client Executive Sponsor

The Client executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Client steering committee, project manager(s), and functional leads to make critical business decisions for Client.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Client Steering Committee

The Client steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Client project manager and Project as a whole through participation in regular internal meetings. The Client steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Client steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Client Policies
 - Needs of other client projects

5.2.3 County Project Manager

Client shall assign a county project manager(s) prior to the start of each county's implementation project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment for that particular County implementation project. County Project Manager should communicate decisions and commitments to the Tyler project manager(s) and the MnCCC Project Manager(s) in a timely and efficient manner. When County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The county project manager(s) are responsible for reporting to the

County's project committee and working with the MnCCC Project Manager(s) and MnCCC Steering Committee to determine appropriate escalation points.

5.2.3.1 Contract Management

- Assists the MnCCC Project Manager(s) in validating contract compliance throughout the project.
-

5.2.3.2 Planning

- Reviews project planning documents for the County.
- Defines project tasks and resource requirements for County's project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages County Project Scope. Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to establish and manage a schedule and resource plan that properly supports the project schedule for the County and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to establish risk and issue tracking and reporting process between County, MnCCC and Tyler and takes steps to proactively mitigate these items or communicate with transparency to Tyler and MnCCC any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) and MnCCC Project Manager(s) to identify key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both County staff, MnCCC Project Manager(s) and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process at the County to assist in providing timely and quality business requirements to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between County project team and County stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to County project team.
- Builds partnerships among the various County stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses County team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with the County's in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that County users have appropriate access to Tyler project toolsets as required.

- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Minnesota Counties Computer Cooperative Project Manager

Client shall assign a Minnesota Counties Computer Cooperative (MnCCC) project manager(s) prior to the start of the overall project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The MnCCC Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the MnCCC project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.4.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and assists the MnCCC Steering Committee in considering and possibly approving Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.4.2 Planning

- Assists the MnCCC Steering Committee in reviewing and possible acceptance of project planning documents.
- Defines project tasks and resource requirements for Client project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.4.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) and the MnCCC Steering Committee to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Client and Tyler and takes steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to identify key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Client and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process for requirements not specific to a particular county and ensure timely and quality business requirements are being provided to Tyler.

5.2.4.4 Resource Management

- Acts as liaison between project team and MnCCC Steering Committee.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders.
- Manages the appropriate assignment and timely completion of non-County specific tasks as defined.
- Assesses team performance and recommends to MnCCC Steering Committee corrective action, if needed.
- Provides guidance to Client technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.

5.2.5 Client Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Client project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Client resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.6 Client Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Client business processes and requirements.

- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Client staff during and after implementation.
- Participate in conversion review and validation.

5.2.7 Client End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.8 Client Technical Lead

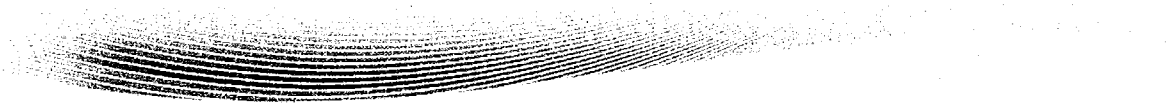
- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Client third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Client's legacy system per the conversion schedule set forth in the project schedule.

5.2.8.1 Client GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Client GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.8.2 Client Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Client's software upgrade process.
- Assists with the software upgrade process during implementation.

- 
- Manages software upgrade activities post-implementation.
 - Manages software upgrade plan activities.
 - Coordinates software upgrade plan activities with Client and Tyler resources.
 - Communicates changes affecting users and department stakeholders.
 - Obtains department stakeholder acceptance to upgrade production environment.

5.2.9 Client Change Management Lead

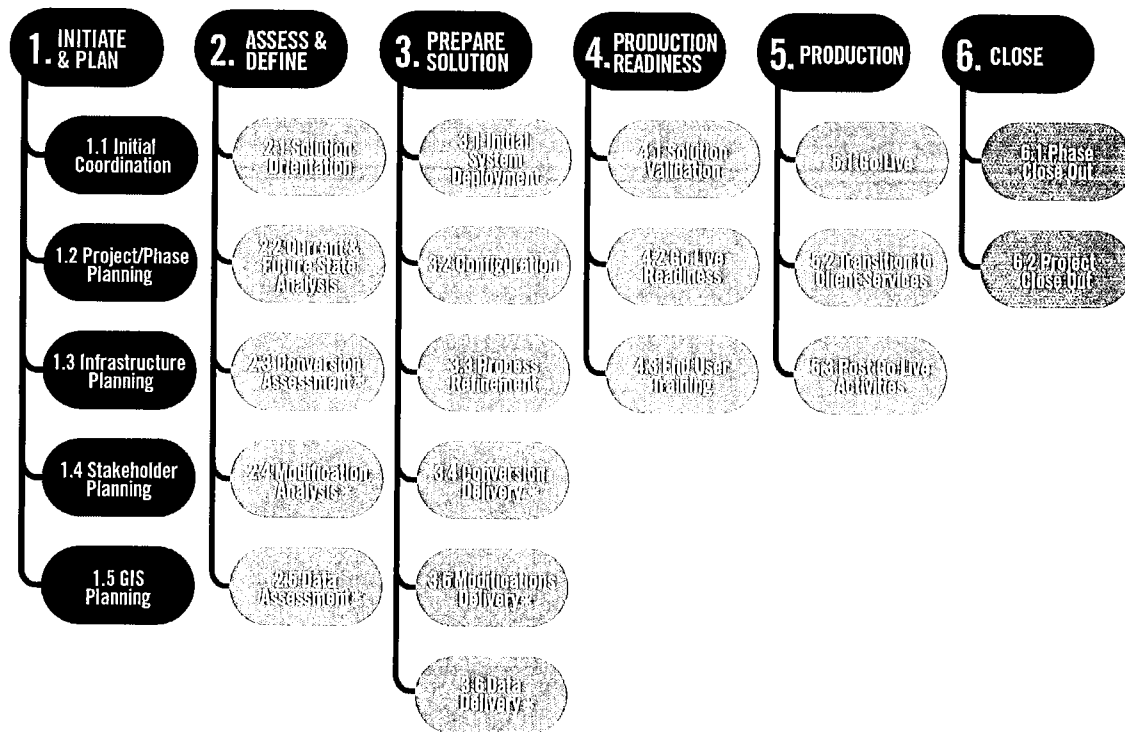
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Stages

6. Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by Client.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Client with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Client gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Client's team. During this step, Tyler will work with Client to establish the date(s) for the Project and Phase Planning session.

The Initial Coordination will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination															
	Tyler							Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Project Manager	Project Manager	Implementation Consultant	Data Experts	Technical Services	Technical Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I	I		I						
Client project team is assigned								A	I	R	I	I	I			
Provide initial project documents to Client		A	R	C				I		I						

Gather preliminary information requested									A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R								I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Client to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Client Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Client’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Client Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

The Project/Phase Planning will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 1	Project/Phase Planning									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads	
	Schedule and conduct planning session(s)	I		C	C	I				
	Develop Project Management Plan	I		C	C	I				
	Develop initial project schedule	I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Client provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Client has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Client to install License Software. The Client is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Client's infrastructure meets Tyler's application requirements.

- Ensure Client's infrastructure is scheduled to be in place and available for use on time.

The Infrastructure Planning will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 1	Infrastructure Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Project Manager	Project Manager	Information Services	Data Experts	Application Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document	A	R		C		C					I						I
Initial Infrastructure Meeting	A	R		C		C					C						C
*Schedule SaaS Environment Availability	A	R				C					I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software	A	R				C					I						I
Infrastructure Audit	A	R				C					I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- Client will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Client Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Client team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

The Stakeholder Meeting will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 1	Stakeholder Meeting															
	Tyler							Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Project Director	Project Manager	Business Analyst	System Analyst	Quality Assurance	System Administrator	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I	I	I	I	I	C		I				
Review Stakeholder Meeting Presentation		I	C					A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I	I	I	I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Client offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Client GIS data sources and formats.
- Tyler to understand Client’s GIS needs and practices.
- Ensure Client’s GIS data meets Tyler product requirements.

The GIS Preparation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 1	GIS Preparation										
	Tyler							Client			
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads		
Initial GIS Planning Meeting	A	R								C	
Determine all GIS Data Sources			R							C	
Provide Source GIS Data			R							C	
Review GIS Data and Provide Feedback	A	R		I						C	

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Production Ready Map Data Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Client is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below. Control Point 1 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Client
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Client business processes. This information will be used to identify and define business processes utilized with Tyler software. Client collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Client team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Client team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Client for current and future state analysis.

The Solution Orientation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Program Manager	Project Manager	Integration Consultant	Data Experts	Workflow Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Client and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Client will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

<p>The Current and Future State Analysis will be repeated and the WBS will apply for each county that opts into the MnCCC agreement STAGE 2</p>	<p>Current & Future State Analysis</p>																														
<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	<table border="1"> <tr> <td colspan="10" data-bbox="397 751 878 779">Client</td> </tr> <tr> <td data-bbox="397 779 462 1115">Executive Sponsor</td> <td data-bbox="462 779 527 1115">Steering Committee</td> <td data-bbox="527 779 592 1115">Project Manager</td> <td data-bbox="592 779 657 1115">Functional Leads</td> <td data-bbox="657 779 722 1115">Change Management Leads</td> <td data-bbox="722 779 787 1115">Subject Matter Experts (SMEs)</td> <td data-bbox="787 779 852 1115">Department Heads</td> <td data-bbox="852 779 917 1115">End Users</td> <td data-bbox="917 779 982 1115">Technical Leads</td> <td data-bbox="982 779 1047 1115"></td> <td data-bbox="1047 779 1112 1115"></td> </tr> </table>										Client										Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads		
Client																															
Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads																							
<p>Current State process review</p>	A	R	C	C	C	C	C	C	C	C																					
<p>Discuss future-state options</p>	A	R	C	C	C	C	C	C	C	C																					
<p>Make future-state decisions (non-COTS)</p>	C	C	C	C	C	C	C	C	C	C																					
<p>Document anticipated configuration options required to support future state</p>	A	R	C	C	C	C	C	C	C	I																					

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.
	Delivery of document

Work package assumptions:

- Client attendees possess sufficient knowledge and authority to make future state decisions.

- Client is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

The Conversion Assessment will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 2	Data Conversion Assessment										
	Tyler							Client			
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads		
Extract Data from Source Systems			A						R		
Complete Data Analysis/Mapping	A		I	C		C			I		
Review and Scrub Source Data			A	R		C			I		
Build/Update Data Conversion Plan			C	I	I	I			I		

Inputs	Client Source data
	Client Source data Documentation (if available)

	Acceptance Criteria [only] for Deliverables
--	---

Outputs / Deliverables	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable
------------------------	------------------------------------	--

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Client representatives to identify business rules before writing the conversion.
- Client subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client's business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) in order to meet certain client business needs, including interfaces with 3rd party products, custom reports or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it's determined that additional, out of scope modifications are necessary to meet client needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

Objectives:

- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

The Modification Analysis will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 2	Modifications analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Organization Manager	Project Manager	Implementation Consultant	Data Experts	Workflow Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Identify which modifications are within the scope/budget of this project	A	R	R	I	I	I	I	I	I		C						

[where applicable]																		
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C				C	C		C					
Review/Approve Business Requirements documents			C	C		C		A		R	C		C					
Refine project schedule based on included modifications		A	R			C				C								

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets Client's business needs
	Change Requests for out of scope modifications	Meets Client's business needs
	Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – Client is responsible for coordinating with the 3rd party.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Control Point 2 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Client is able to access the software.
-

The Initial System Deployment will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Engineer	Localization Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed																	
Prepare hosted environment			A								I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A								I						C
Install Licensed Software on Client Devices (if applicable)			I								A						R

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Information Manager	Project Manager	Implementation Consultant	Data Experts	Mediation Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
	Conduct configuration training			A	R							I	C		C		
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Client is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Client users on how to execute processes in the system to prepare them for the validation of the software. Client collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Client understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.
-

Process Refinement will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Mediation Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			
Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Client)	

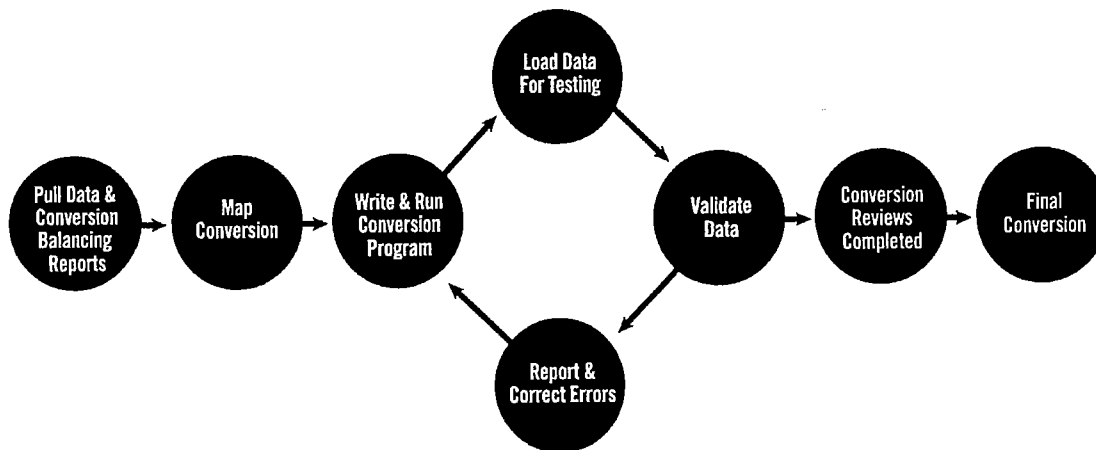
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Client’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Client will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Client to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).
-

The Conversion Delivery will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Data Delivery & Conversion																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMIEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The Client will provide a single file layout per source system as identified in the investment summary.

- The Client subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Client project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested in order to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

The Modification Delivery will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 3	Modifications Delivery																
	Tyler							Client									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A				R				I						
Conduct periodic scope review sessions (as applicable)			A	C			R				I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I		R	C			I	I		I			I

Test delivered modifications			I	C		C				A	R		C			I
Update configuration (if applicable)			A	R												
Update process documentation as needed			I	I						A	R		C			
Approve modifications for Production delivery			I	I						A	R		C			
Deliver modifications to Production			A	I	I	R	C			I	I		I			I

Inputs	
	Modification specification

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed modifications	Client approves modification per scope
	Updated Modification Specification (if applicable)	
	Updated Solution Validation Plan	
	Updated process documentation (if applicable)	
	Revised configuration (if applicable)	Modification passes testing/approved by Client after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.
- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package. Control Point 3 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

- Completed modifications.
- Revised configuration for modification (if applicable).

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Client verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Client organization is ready to move forward with go-live and training (if applicable).

The Solution Validation will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 4	Solution Validation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Program Manager	Project Manager	Integration Consultant	Dev Build	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			

Update test scripts (as applicable)			C	C	C					A	R		C			
Perform testing			C	C	C					A	R		C			
Document issues from testing			C	C	C					A	R		C			
Perform required follow-up on issues			A	R	C					C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Client updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Client will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Client will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.
-

Go Live Readiness will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 4	Go-Live Readiness
	Tyler Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Project Manager	Project Manager	Implementation Consultant	Data Experts	Weather Services	Technical Services	Grant Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I	I	I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Client

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Client users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Client is prepared for on-going training and support of the application.

End User Training will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	End User Training Client signoff that training was delivered

Work package assumptions:

- The Client project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject area of each of the training classes.
- Tyler will work with Client as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Client departments.

- Client will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance. Control Point 4 Acceptance will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Client will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Client to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Client and Tyler will complete work assigned to prepare for Go-Live.

Client provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Client manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Client during Go-Live activities. Client transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

Client data available in Production environment.

Go-Live will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 5	Go-Live																
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Client									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Sales Executive	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C			C					A						R
Final source data pushed into production environment, if applicable			A	C		R				I	C		C				C
Proof final converted data, if applicable			C	C		C				A	R		C				
Complete Go-Live activities as defined in the Go-Live action plan			C	C		C			A	R	C	I	C				
Provide Go-Live assistance			A	R		C	C			C	C	I	C		I		C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Client will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Client Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Client Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Client teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Client onto the Tyler Client Services team, who provides Client with assistance following Go-Live, officially transitioning Client to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Client teams for key processes and subject areas.

The Transition to Client Services will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 5	Transition to Client Services									
	Tyler						Client			
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End-Users	Technical Leads	
Transfer client to Client Services and review issue reporting and resolution processes	I	I	C	C		C				
Review long term maintenance and			C	C		C				

continuous improvement														
------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

Post Go-Live Activities will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 5	Post Go-Live Activities									
	Tyler							Client		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads	
Schedule contracted activities that are planned for delivery after go-live	A	R	C	C	C	C			C	
Determine resolution plan in preparation for	A	R	C	C	C	I				

phase or project close out																			
----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Control Point 5 Acceptance will be repeated and the WBS will apply for each county that opts into the MnCCC agreement. Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Client transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Client for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Client teams that activities within this phase are complete.

Phase Closeout will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

STAGE 6	Phase Close Out	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
	I	A	R						I	I	C						
		A	R	C	C	C	C				C	C	C	C			C
	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Additional Community Rollout

This work package represents the rollout of the MnCCC iasWorld installation to additional communities. This phase will include the rollout, training, UAT, and production launch for these communities. The Tyler Client Services team will assume ongoing support of Client for systems implemented in the Phase. The WBS for each stage will be repeated for each county that opts into the MnCCC agreement.

Objectives:

- Execute day to day processing in Tyler software for additional communities.
- Client data available in Production environment for additional communities.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Validation Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare Hosted Environment			A				I				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				I				I						C
Provide source data extract			C		C						A						R
Convert Data			A		R		I				I						I
Validate Jurisdiction Install			A	R	C						C	C		C			
End User training (Tyler-led)	A		R	C							C	C	I	C	C	C	
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			
Provide final source data extract			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C

Proof final converted data, if applicable			C	C	C					A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C				A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C				C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment, UAT testing complete, and users are trained.	Client confirms data is available in production environment and is executing daily processes.

Work package assumptions:

- Client will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Client Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Client Project Team and SME’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Client teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.6.3 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project. The final project close out will occur once all of the counties that have opted into the agreement have completed each WBS above and successfully transitioned to Client Services.

At this time Client may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Client teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								Client								
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Medication Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C			C	C	C	C				C
Deliver post project report to Client and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.4 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Control Point 6 will be repeated and the WBS will apply for each county that opts into the MnCCC agreement.

Note: Advancement to the Close Stage is not dependent upon Tyler’s receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Client will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Client Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Client project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Client is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Client to make process changes.
- Client is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Client is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Client resources will participate in scheduled activities as assigned in the Project Schedule.
- The Client team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Client will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.

- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Client will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Client makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Client will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Client will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Client is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Client representatives to identify business rules before writing the conversion. Client must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Client Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Client will provide dedicated space for Tyler staff to work with Client resources for both on-site and remote sessions. If Phases overlap, Client will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Client will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

9. Conversion

9.1 A&T Conversion Summary

9.1.1 Collections Standard Conversion

- Delinquent bills (ad valorem levies, property fees, special assessments, etc.):
 - Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: all bills/payments (even if paid in Legacy System) and payment history
 - Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: only delinquent bills (no payment history, just the balances that are still due at conversion)
- Collection Flags
- Interest Calculation Exceptions
- Taxing Unit and G/L setup for distribution
- Documents
- Regular Bills (Not yet delinquent)
 - Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: all bills/payments (even if paid in Legacy System)

9.1.2 Appraisal Standard Conversion

- Property Information: property identifiers, situs address, legal description, taxing units, neighborhood, property flags, property comments
- Party Information (i.e. owners, lenders, agents, builders, etc.): party identifiers, party name, additional names, mailing addresses, phone numbers, email addresses
- Property Types: residential, land, commercial, personal, mobile home
- Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files
- Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation results (summary)/assessments/exemptions
- Sketch vectors
- Sales/Transfers: party, ownership percentage, sale date, deed date, sale price, sale type, validity, book, page, instrument number, instrument type, additional properties, price confirmations, price adjustments, secure, custom fields
- Permits: permit number, type, status, amount, builders/contractors, issue date, limit date, agency, percent complete, comment, custom fields
- Appeals: level, year, date, status, case number, appellant info, scheduling info, results, custom fields
- System User Info: user IDs, names, rights/roles
- Current year as well as previous 9 years unless a minimum number of years is mandated by state legislation: property level valuation detail/assessments/exemptions, depreciation tables, trending tables, code files

10. MnCCC iasWorld Implementation Addendum

10.1 MN Base Includes

- Assessment
 - Exemptions Processing
 - Disabled Vet
 - Homestead
 - 3-Year Plat/7-Year Plat
 - Cross County Parcel Maintenance
 - Plat/Splits/Combines/Annexation Processing
 - Owner Transfer and Owner Maintenance
 - Legal Information
 - Parcel Groups/Linking
 - Property Class Maintenance including Split Class
 - PRISM Reporting

- PTR/Duplicate Homestead Reporting
- Standard MN Assessment Notice (PDF and Flat File Extract)
- CAMA
 - eCRV Processing (DOR file)
 - Sales Management
 - Permit Maintenance
 - Entrances Maintenance
 - Land Attribute and Value Maintenance
 - Ag Preserve and Green Acres Maintenance
 - Residential Attribute and Value Maintenance
 - Commercial Attribute and Value Maintenance
 - Outbuilding Attribute and Value Maintenance
 - Sketch
 - Standard MN GIS extract
 - Standard Residential Property Record Card
 - Standard Commercial Property Record Card
- Inquiry and Appeals
 - Managing Appeals information
 - Scheduling Appeals
 - Entering Appeals Results/Status
 - Generating Appeals notices using the generic letter module
- Tax Billing & Collection
 - Entering Levies
 - Special Assessment Processing using standard calculation methods.
 - TIF Processing including Hazardous Sub Districts
 - Fiscal Disparity (where Applicable)
 - Rate Calculation
 - Green Acre Payback
 - Senior Deferral Processing
 - Ditches/Drainage Projects
 - Credits
 - Homestead disaster and local option disaster credit
 - Powerline
 - County Conservation
 - Agricultural Preserves
 - Ag Homestead Market Value
 - Enterprise Zone
 - Disparity Reduction
 - Taconite
 - Supplemental Taconite
 - Bovine

- Ag School Bond
 - Tax Calculation
 - MN Standard Tax Calculation
 - Standard MN Tax Statement (PDF and Flat File Extract)
 - Standard MN TNT Statement (PDF and Flat File Extract)
 - Payment Processing
 - ACH Payments
 - Lockbox Payments
 - Mortgage Company Payments
 - Escrow Payments
 - Payments in Lieu of Taxes
 - Partial payment processing
 - Refund Processing including MSA interest
 - Settlement
 - Standard MN Settlement
 - Remittance Advice
 - Levy Book Processing
 - Daily Balancing
- Delinquent Tax
 - Interest/Penalty Calculation
 - Set based on Property type
 - Ability to freeze for petitions
 - Delinquent and Forfeiture Processing
 - Adding cost fees
 - Advertising List
 - Letters/notices using the generic letter module
 - COJ processing
 - COJ creation
 - COJ payment processing
- Smart File
 - 3 Standard MN Smart Files
 - Homestead Application
 - Owner Address Change
 - Opt-in/Opt-out of Mailing Statements (i.e. opt in for email)
- Public Access
 - Property Summary Information (address, taxpayer, building type, sales, value history, status, tax, sketch, photo)
 - Property Overview (Address, class, property use, districts, tif)
 - Tax Statement/Value Notice Download
 - Taxpayer Details
 - Alternate Addresses

- Property Values
 - Land Information
 - Residential Buildings
 - Additional Structures
 - Building Sketches
 - Property Photos
 - Property Transfer History
 - Commercial/Apt Buildings
 - Manufactured Homes
 - Property Divisions
 - GIS Map
 - Property Tax Information
 - Property Tax Payments
 - Property Taxes Due
 - Special Assessments
- Tyler Content Manger
 - Ability to upload/manage standard document types
 - Ability to upload/manage property photos
- System
 - Notes entry
 - Access to Inquire (Ad Hoc Reporting)
 - Mass Update
 - Single Sign on Configuration

10.2 MN Base does NOT include:

- Custom Integration with Tax Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with CAMA Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with a GL Application - \$15,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Permitting Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Custom Integration with Recorder of Deeds Application - \$10,000 per Interface and \$5,000 per county to setup/train
- Integration with Marshall and Swift – Price to be scoped by county (license and services cost)
- Online Payment Processing with Public Access- \$25,000 per Vendor
- Custom Workflows – Priced per Scope of workflow (varies by complexity)

- Custom Smartfiles - Priced per Scope of the smart file (varies by complexity)
- Modification to baseline MN reports (outside of legislative changes) – Price to be scoped per change requested
- New reports (outside of legislative changes) - Price to be scoped per change requested
- Tyler Cashiering – SaaS and Implementation Cost (price varies by category A-D) and 3rd party payment processing vendor.
- Field Mobile – SaaS and Implementation Cost (price varies by category A-D)
- Assessment Connect / Open Assessment - SaaS and Implementation Cost (price varies by category A-D)

Attachment 3

Participation Agreement

This Participation Agreement (this "Participation Agreement") is made and entered into at the request of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), by and between Minnesota Counties Computer Cooperative ("MnCCC") and [County] (the "Participant"). Capitalized terms not defined herein shall have the meaning as set forth in the Master Agreement (defined below).

Background

WHEREAS, Tyler and MnCCC have entered into a Master Services Agreement, including all exhibits, schedules and attachments thereto (the "Master Agreement") to provide certain products and services for the benefit of participating MnCCC member end users; and

WHEREAS, Participant is a participating MnCCC member end user and Tyler desires to provide such products and services through MnCCC to Participant under the terms of this Participation Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and under the terms and conditions set forth in the Master Agreement which are incorporated herein by reference, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, MnCCC and Participant agree as follows:

- A. MnCCC shall cause Tyler to deliver the products and/or services described in Exhibit A of this Participation Agreement to Participant. Participant shall be responsible to MnCCC and MnCCC shall be responsible to Tyler for fees and expenses related to the products and/or services Tyler delivers to Participant. Invoicing and payment will be pursuant to the Master Agreement.
- B. Participant acknowledges and agrees to abide by the terms of the Master Agreement attached as Exhibit B of this Participation Agreement. Execution of this Participation Agreement does not make Participant a party to the Master Agreement.
- D. Participant may terminate this Participation Agreement by giving MnCCC written notice in the same manner as identified in Section F(2) of the Master Agreement; provided, however, Participant acknowledges its obligation to pay MnCCC, which is obligated to pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Participant has received, or Tyler has delivered, incurred and Participant has accepted, prior to the effective date of termination. Termination of this Participation Agreement shall have no effect on the Master Agreement, or on any of the rights or obligations of the parties hereto that relate to their status as MnCCC members.
- E. Any notice required or permitted under this Participation Agreement shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below its signature line. Either party may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.
- F. This Participation Agreement consists of this cover page and the following signature page as well as the attachments and exhibits attached hereto and to be attached throughout the term in Section F(1) of the Master Agreement, all of which are incorporated by reference. This Participation Agreement may only be modified by the written agreement of MnCCC and Participant, in a manner consistent

with the Master Agreement. MnCCC agrees to promptly provide Tyler with a copy of any such amendment. No waiver of any provision of this Participation Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

G. This Participation Agreement shall be understood to be consistent with the responsibilities enumerated in the Master Agreement. Any perceived conflict between this Participation Agreement and the Master Agreement shall be resolved in favor of the Master Agreement.

IN WITNESS WHEREOF, this Participation Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

Minnesota Counties Computer Cooperative

[County]

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

100 Empire Drive, Suite 201
St. Paul, MN 55103
Attn: Chief Legal Officer

[ADDRESS 1]
[ADDRESS 2]
Attn: [CONTACT]



Exhibit A – Investment Summary



Exhibit B – Master Agreement

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: August 10, 2023
Report date: July 21, 2023

PUBLIC HEARING: Request for Map Amendment (Rezone)

Request, submitted by Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District).

Application Information:

Applicant: Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner)

Address of zoning request: Territorial Road Lake City, MN 55041

Parcel: 32.200.0310

Legal Description: Part of the SE ¼ of the NW ¼ of Section 31 TWP 112 Range 12 in Florence Township

Township: Florence Township approved the proposed split and rezoning request in 2022.

Attachments and links:

Application and submitted project summary

Site Map(s)

Project Review (Rezone)

July 17, 2023, Draft Planning Commission Meeting Minutes

Goodhue County Zoning Ordinance (GCZO):

<http://www.co.goodhue.mn.us/DocumentCenter/View/2428>

Overview:

The Applicant (Mitchell Rigelman) has submitted a “change of zone” request for 1.22 acres of parcel 32.200.0310 in Florence Township. The A-3 (Urban Fringe District) zoned parcel currently contains approximately 53.42 acres with the 1.22 acres proposed to be rezoned to R-1 (Suburban Residence District) separated from the majority of the parcel by parcels 32.200.0320 and 32.200.0330.

The current A-3 zoning classification does not allow the 1.22 acres to be split from the 53.42-acre parcel due to the 35-acre minimum lot size requirement. Properties in the A-3 District are not considered buildable for any structures if they are under 35 acres. If rezoned to R-1, the 1.22 acres could be split from the remaining 52 acres and would be considered an eligible building site.

Project Summary:

Property Information:

- The subject property consists of a single, non-contiguous parcel comprising 53.42 acres. Most of the parcel consists of tillable land with wooded bluff areas to the west. The 1.22 acres in question are vacant and not currently used for agriculture purposes.
- Adjacent properties are zoned A-3, A-2 (General Agriculture District) in section 36 of Florence Township, and R-1 (Suburban Residence District) as part of the Golf View Ridge First Addition. All land adjacent to the 1.22 acres to be rezoned is currently zoned A-3.
- The subject property is surrounded by medium-density residential development and the Lake City Golf Course. Land in the city of Lake City is less than ½ mile to the west.
- The property is not located within a Historic Preservation District. It is not anticipated that any

historic amenities will be negatively impacted as a result of the proposed rezone.

- No portions of the property are designated Shoreland or Floodplain.

Proposed Uses:

- If rezoned, the 1.22-acre parcel would be eligible for one dwelling site due to R-1 District’s 1-acre minimum lot size provisions.

Accessibility:

- The Right-of-Way authority for Territorial Road is Florence Township. Future driveway access onto Territorial Road would need to be approved by the Township prior to construction.

Planning Information:

- The R-1 District is intended to provide a district that defines and protects areas suitable for low to medium-density residential development as the principal use of the land and to allow related facilities desirable for a residential environment. It is also intended that the district allows varying densities of development in accordance with the ability to provide water and sewer facilities.
- The 1.22 acres to be rezoned is currently vacant land. There are no registered Feedlots within 1,000 feet or 96% OFFSET odor annoyance-free distance.
- The Prime Farmland Rating for Agriculture is as follows:

Soil Name	Slope	Amount (acres)	% of Total	Prime Farmland Rating
Burkhardt Sandy Loam	0-6%	1.1	100%	Farmland of Statewide Importance

Goodhue County Comprehensive Plan:

- The proposed rezone appears compatible with the goals and objectives of the Goodhue County Comprehensive Plan:

“Support the establishment of rural residences to provide rural living opportunities in the unincorporated areas of Goodhue County”

“Work with Townships to evaluate and designate suitable residential sites that minimize conflicts with agricultural and rural uses”

PAC Recommendation:

The Planning Advisory Commission 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 map amendment request from Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District).





**PLANNING ADVISORY COMMISSION
GOODHUE COUNTY, MN
July 17, 2023 MEETING MINUTES
DRAFT**

The meeting of the Goodhue County Planning Advisory Commission was called to order at 6:00 PM by Chair Chris Buck at the Goodhue County Government Center in Red Wing.

Roll Call

Commissioners Present: Tom Gale (arrived at 6:25 PM), Richard Miller, Darwin Fox, Howard Stenerson, Richard Nystuen, Chris Buck, and Todd Greseth

Commissioners Absent: Marc Huneke

Staff Present: Land Use Director Lisa Hanni, Zoning Administrator Samantha Pierret, Zoning Assistant William Lenzen, and Zoning Administrative Assistant Patty Field

1. Approval of Agenda

¹Motion by Commissioner Miller; seconded by Commissioner Nystuen to approve the meeting agenda.

Motion carried 6:0

2. Approval of Minutes

²Motion by Commissioner Stenerson; seconded by Commissioner Fox to approve the previous month's meeting minutes.

Motion carried 6:0

3. Conflict/Disclosure of Interest

There were no reported conflicts/disclosures of interest.

4. Public Hearings

PUBLIC HEARING: Request for Map Amendment (Rezone)

Request, submitted by Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District). Parcel 32,200.0310. Territorial Road Lake City, MN 55041. Part of the SE ¼ of the NW ¼ of Section 31 TWP 112 Range 12 in Florence Township.

Pierret presented the staff report and attachments.

Commissioner Stenerson commented that this is a strange situation. He questioned whether there were any details on the Randall properties that were split off. He wondered whether these properties were changed to R-1 as part of that split.

Pierret stated these parcels are still zoned A-3.

PLANNING ADVISORY COMMISSION
GOODHUE COUNTY, MN
July 17, 2023 MEETING MINUTES
DRAFT

Commissioner Stenerson asked how the Randall parcels could be 0.8 acres and 2.8 acres and we can't split this one into 1.2 acres.

Pierret stated she did not know how the parcels ended up in this configuration and why the Randall parcel has a dwelling. It could have been done several years ago before common zoning rules were adopted.

Commissioner Greseth asked if the Randall properties have any buildable sites.

Pierret stated no. One of the parcels has a dwelling on it. The dwelling may be on the property line between the two parcels. Neither of the parcels owned by the Randalls are involved with this request. This is for the small 1.2 acres owned by the Moechnig Trust. There are no building sites on the Randall properties because of the 35-acre minimum lot size.

Commissioner Stenerson asked how many houses are already built in that section.

Pierret stated that she was unsure because they don't keep track of how many houses are in the R-1 and A-3 districts.

Chair Buck Opened the Public Hearing

No one spoke for or against the request.

After Chair Buck called three times for comments it was moved by Commissioner Fox and seconded by Commissioner Miller to close the Public Hearing.

Motion carried 6:0

Pierret said there are currently 19 dwellings in the A-3 zoned portions of this section and there are 14 dwellings in the R-1 zoned parts of the section. Part of this section is also taken up by the city of Lake City.

Commissioner Stenerson asked if staff knows how far away Lake City public utilities are from this area. There are a lot of properties on real sandy soil and there are a lot of septics out there.

Pierret stated that the location of Lake City utilities is unknown by staff at this time.

Hanni stated staff reviewed the nearby septics and have data on all but one system. The systems that have information on file with the County are all compliant.

It was moved by Commissioner Nystuen and seconded by Commissioner Miller for the Planning Advisory Commission to:

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

PLANNING ADVISORY COMMISSION
GOODHUE COUNTY, MN
July 17, 2023 MEETING MINUTES
DRAFT

recommend that the County Board of Commissioners **APPROVE** the map amendment request from Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District).

Motion carried 5:1 (Commissioner Stenerson dissented)

PUBLIC HEARING: Request for IUP for up to Four Animal Units on a 5 Acre Parcel Zoned R-1 (Suburban Residence District)

Request submitted by Gary Arntson (Owner) for an Interim Use Permit to allow up to 4 horses to be kept on a parcel zoned R-1, Suburban Residence District. Parcels 45.024.1901 and 45.024.1100. 37533 County 14 BLVD Dennison, MN 55018. Part of the NW ¼ of the SE ¼ of Section 24 TWP 111 Range 18 in Warsaw Township.

Pierret presented the staff report and attachments.

Commissioner Stenerson asked why this is a Conditional Use Permit (CUP) rather than a variance. Under the rules, it looks like 3 animal units are automatically approved. Wouldn't the Applicant just need a variance to get the fourth, fifth, and sixth animals? One place in the report states 6 horses and one place states 4 horses.

Pierret said that the Table of Uses dictates that this needs to be an Interim Use. The six horses referenced were the maximum he could have because he owns a little over six acres. It is one animal unit per acre on a minimum one-acre parcel. He is only asking for 4 horses. If this request is approved, he would be limited to 4 horses. If he wants 5 or 6 he would have to come back and amend the IUP.

Commissioner Nystuen asked why this is not being rezoned to A-2 since there are A-2 parcels on either side.

Pierret stated rezoning this would mean more public hearings and more expense for the Applicant. The Table of Uses was amended in 2019 for these types of situations. A rezoning is not necessary because we already have a means with the Interim Use Permit for him to get these 4 horses.

Commissioner Nystuen asked if this will open it up for more people wanting to do this type of request.

Pierret said yes. And that is what the ordinance was written for.

Commissioner Fox said a subcommittee put this together and recommended the IUP process so people could have animals without having to go through the re-zoning process.

Commissioner Miller said it is an IUP and that has restrictions.

Chair Buck Opened the Public Hearing

No one spoke for or against the request.

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

Project Review per Article 3, Section 2, Subd. 5-10:

- Subd. 5
- A. The names and addresses of the petitioner or petitioners and their signatures to the petition. **See application**
 - B. Survey information: **See application**
 - C. The current and proposed district: **A3 to R1**
 - D. The current use and the proposed use of the land. **The 1.22 acres to be rezoned are currently vacant and are not used for agricultural purposes.**
 - E. The reason for the requested change of zoning district. **In order to create a building site and split 1.22 acres of land from 53 acres in the A3 District where there is a 35 acre minimum lot size. The split cannot be approved unless the 1.22 acres is rezoned to R-1 where there is a 1 acre minimum lot size.**
 - F. A copy of the soil map showing the soils types within the proposed boundary and the surrounding area. **A soils map for the site has been prepared.**
 - G. Prime Farmland Rating of the soil types in F.
 - The Prime Farmland Rating for Agriculture is as follows:

Soil Name	Slope	Amount (acres)	% of Total	Prime Farmland Rating
Burkhardt Sandy Loam	0-6%	1.1	100%	Farmland of Statewide Importance

H. A statement of how the requested change is compatible with the Goodhue County Comprehensive Plan including but not limited to the following:

1. The environmental impacts of the proposed use of land on the:
 - a. Groundwater
 - b. Natural plant and animal communities
 - c. Existing trees and vegetation
 - d. Bluffland stability
 - e. Shoreland stability

The 1.22 acres to be rezoned does not contain any sensitive environmental features such as bluffs or shoreland. Septic systems must be permitted with the County Environmental Health Department and adhere to applicable rules and regulations for siting and design. A septic professional will need to analyze the site to prepare a permit.

2. The compatibility with surrounding land uses

Surrounding land uses include medium-density residential, the Lake City Golf Course, wooded blufflands, tilled cropland, and land within the City of Lake City.

3. The physical and visual impacts on any scenic or historic amenities within or surrounding the proposed parcel.

It is not anticipated that any visual or historic amenities will be negatively impacted as a result of the proposed rezone.

Subd. 6 The housing density of the affected Section

Section 31 TWP 112 R12 is an A-3 zoned section with some areas zoned R-1. Dwelling density in the A-3 District is limited to one dwelling per 35 acres. There are currently 19 dwellings in the A-3 zoned portions of the section, only

one of which is on a parcel 35 acres or more. There are 14 dwellings in the R-1 portion of the section which is part of the Golf View Ridge First Addition plat.

Subd. 7 The impact on any surrounding agricultural uses

The property is not currently used for agricultural purposes. There are no feedlots within 1,000 feet or 96% OFFSET odor annoyance free rating of the property. There is land used for cropland in the vicinity however the rezoning would not affect any land currently used for agriculture.

Subd. 8 The impact on the existing transportation infrastructure

The Applicant's property is accessed off of Territorial Road (asphalt surface). Any new access points would need to be approved by the road authority, Florence Township.

Subd. 9 The impact on surrounding zoning districts

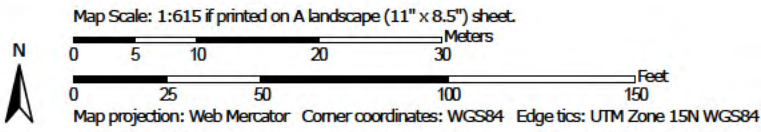
The 1.22 acres and all surrounding land is zoned A-3 Urban Fringe.

Subd. 10 The cumulative effect and compatibility of the requested zoning change on the affected Township and any cities located within 2 miles of the proposed parcel.

Rezoning the subject parcel to R1 does not appear to have negative cumulative effects on the immediate surrounding area or the City of Lake City. The surrounding area is used primarily for medium-density residential among some cropland and the Lake City Golf Course.


Subd. 11. Additional information as may be requested by the Planning Commission or zoning staff.

Custom Soil Resource Report Soil Map





MAP LEGEND


Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Goodhue County, Minnesota
 Survey Area Data: Version 18, Sep 6, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 17, 2020—Sep 2, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
N623B	Burkhardt sandy loam, 0 to 6 percent slopes	1.1	100.0%
Totals for Area of Interest		1.1	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

RECEIVED
JUN 08 2023

MAP Amendment

\$500 RECEIPT# 18123 DATE 6-8-23

7230024

APPLICATION FOR Land Use Management

Map Amendment

Applicant Information

APPLICANT OR AUTHORIZED AGENT'S NAME: Mitchell Rigelman	
APPLICANT'S ADDRESS: 408 W Chestnut St Lake City, MN 55041	TELEPHONE: EMAIL:

CONTACT FOR PROJECT INFORMATION: <div style="text-align: right;">Same as Above <input checked="" type="checkbox"/></div>	
ADDRESS: 	TELEPHONE: () EMAIL:

- Map Amendment - Parcel: 32.200.0310 ; Current District: AG Requested District: R1
- Parcel: _____; Current District: _____ Requested District: _____
- Parcel: _____; Current District: _____ Requested District: _____
- Parcel: _____; Current District: _____ Requested District: _____
- Parcel: _____; Current District: _____ Requested District: _____

1. Stated reason for map amendment(s) requested:
We plan to split and rezone the 1 acre plot to the southeast of the property with the intent to sell as a residential building site.
2. Proposed future use(s) of the property to be rezoned:
Residential building site.
3. Compatibility of the proposed zoning district with existing land uses in the area:
Excellent
4. Provide any additional information that will assist the Planning Advisory Commission and the County Board in reviewing your request:
Please see the attached survey provided by Johnson Scofield, and area of interest map for your review and understanding of the area requested to split and rezone.

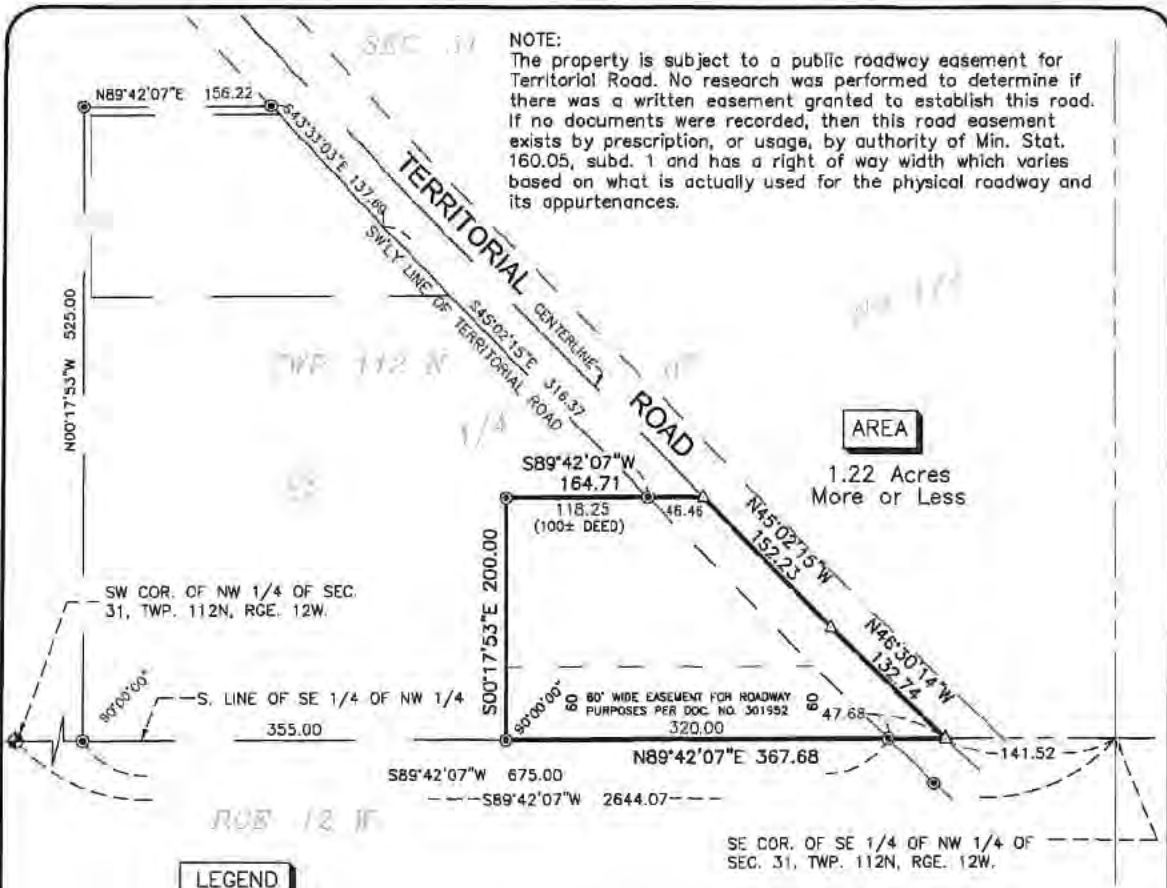
Applicant's Affidavit

Under penalty of perjury the following declarations are made:

1. The information presented is true and correct to the best of my knowledge.
2. If I am unable to be present at the meeting where my request is decided, I agree to accept the Notice of Decision by certified USPS.
3. Other information or applications may be required.

Signature: Mitch Rigelman Date: 6/8/23

Print name: Mitchell Rigelman owner or authorized agent



NOTE:
 The property is subject to a public roadway easement for Territorial Road. No research was performed to determine if there was a written easement granted to establish this road. If no documents were recorded, then this road easement exists by prescription, or usage, by authority of Min. Stat. 160.05, subd. 1 and has a right of way width which varies based on what is actually used for the physical roadway and its appurtenances.

AREA
 1.22 Acres
 More or Less

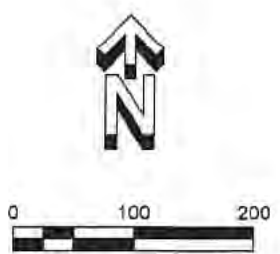
LEGEND

- DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 47460.
- △ DENOTES SET PK NAIL.
- ⊙ DENOTES FOUND IRON MONUMENT.
- ◆ DENOTES GOODHUE CO. SECTION CORNER.

PROPOSED PROPERTY DESCRIPTION

That part of the Southeast Quarter of the Northwest Quarter of Section 31, Township 112 North, Range 12 West, Goodhue County, Minnesota, which lies southwest of Territorial Road, described as follows:

Commencing at the intersection of the south line of said Southeast Quarter of the Northwest Quarter and the southwesterly line of said Territorial Road; thence on an assumed bearing of South 89 degrees 42 minutes 07 seconds West, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 675.00 feet, thence North 00 degrees 17 minutes 53 seconds West, at right angles to said south line, a distance of 525.00 feet, thence North 89 degrees 42 minutes 07 seconds East, parallel to said south line, a distance of 156.22 feet to the southwesterly line of said Territorial Road, as now located and established; thence South 43 degrees 33 minutes 03 seconds East, along said southwesterly line, a distance of 137.69 feet to an angle point in said southwesterly line; thence South 45 degrees 02 minutes 15 seconds East, along said southwesterly line, a distance of 316.37 feet to a point 200.00 feet north of said south line of the Southeast Quarter of the Northwest Quarter, as measured at right angles, said point also being the point of beginning of the land to be described; thence South 89 degrees 42 minutes 07 seconds West, parallel to the south line of said Southeast Quarter of the Northwest Quarter, a distance of 118.25 feet; thence South 00 degrees 17 minutes 53 seconds East, at right angles to said south line, a distance of 200.00 feet to the south line of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 42 minutes 07 seconds East, along said south line, a distance of 367.68 feet to the centerline of said Territorial Road; thence North 46 degrees 30 minutes 14 seconds West, along said centerline, a distance of 132.74 feet to an angle point in said centerline; thence North 45 degrees 02 minutes 15 seconds West, along said centerline, a distance of 152.23 feet to the intersection with a line bearing North 89 degrees 42 minutes 07 seconds East from the point of beginning; thence South 89 degrees 42 minutes 07 seconds West, parallel to said south line, a distance of 46.46 feet to the point of beginning.



BEARINGS SHOWN HEREON ARE ORIENTED TO THE GOODHUE COUNTY COORDINATE SYSTEM, NAD 83, 1996 ADJUSTMENT (HARN)

S:SHARE/STR/CERTS/112-12/31/MITCH RIGELMAN W0 22-131/RIGELMAN SE PARCEL.DWG

CERTIFICATE OF SURVEY FOR:
MITCHELL RIGELMAN

JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
 1203 MAIN STREET, RED WING, MN 55066
 (651) 388-1668

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Marcus S. Johnson
 Marcus S. Johnson
 Minnesota License No. 47460
 Date: December 9, 2022

EK. NA	PG. NA	W.O.#	DRAWING NUMBER
SHEET 1 OF 1 SHEETS	22-924	S-10497	



PROPERTY DESCRIPTION OF RECORD DOC. NO. A675933

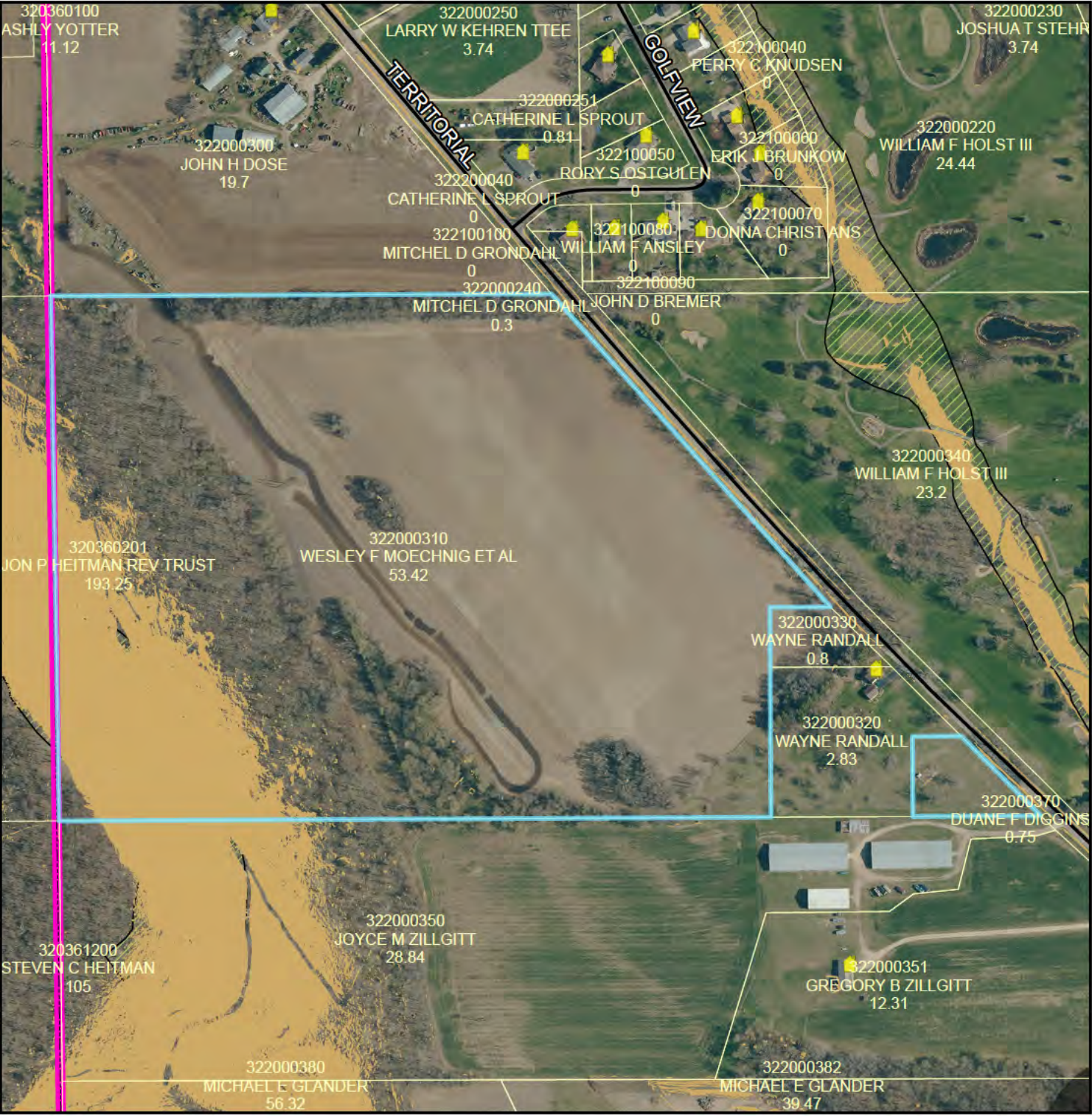
All that part of the South Half of the Northwest Quarter of Section Thirty One which lies southwest of the Territorial Road in Township One Hundred Twelve North Range Twelve West (also described as Lots 36 and 37), except that part of the South Half of Northwest Quarter of Section Thirty One in Township One Hundred Twelve North Range Twelve West which lies southwest of the Territorial Road, described as follows, to-wit: Beginning at the intersection of the south line of said South Half of Northwest Quarter and the southwesterly line of said Territorial Road for a point of beginning, thence in a Northwesterly direction 520 feet along the southwesterly line of said Territorial Road for the point of beginning of this description; thence west 300 feet parallel with the said south line of said South Half of Northwest Quarter, thence at right angles North 150 feet parallel with the west line of said South Half of Northwest Quarter, thence at right angles east and parallel to the said South line of South Half of Northwest Quarter to the southwesterly line of said Territorial Road, thence in a Southeasterly direction along the said southwesterly line of said Territorial Road to the point of beginning.

EXCEPT

That part of the South Half of Northwest Quarter of Section Thirty One in Township One Hundred Twelve North Range Twelve West which lies southwest of the Territorial Road, described as follows, to-wit: Beginning at the intersection of the south line of said South half of Northwest Quarter and the southwesterly line of said Territorial Road for a point of beginning, thence westerly along the south line of said South 1/2 of the NW 1/4 a distance of 675 feet, thence northerly at right angles a distance of 525 feet, thence easterly parallel to the south line of said South 1/2 of the Northwest 1/4 to the southwesterly line of said Territorial Road, thence south along the southwesterly line of said territorial road to the point of beginning. EXCEPTING therefrom one acre more or less described as follows: That part of the South Half of Northwest Quarter of Section Thirty One in Township One Hundred Twelve North Range Twelve West which lies southwest of the Territorial Road described as follows, to-wit: Beginning at the intersection of the south line of said South half of Northwest Quarter and the southwesterly line of said Territorial Road for a point of beginning, thence westerly 320 feet along the south line of South 1/2 of the NW 1/4, thence northerly at right angles a distance of 200 feet, thence easterly parallel to the south line approximately 100 feet more or less to the southwesterly line of the Territorial Road, thence south along the southwesterly line of said Territorial Road to the point of beginning.

CERTIFICATE OF SURVEY FOR:
MITCHELL RIGELMAN

MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Mitchell Rigelman (Applicant) on behalf
of Wesley F Moechnig Et Al (Owner)

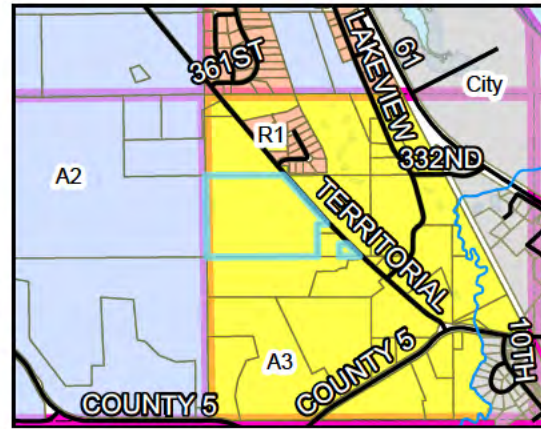
A3 Zoned District

Part of the SE 1/4 of the NW 1/4 of
Section 31 TWP 112 Range 12 in
Florence Township

Request to rezone 1.22 acres from A-3
to R-1

Legend

- | | | | |
|--|----------------------------|--|------------------------------|
| | Intermittent Streams | | Bluff Impact Zones (% slope) |
| | Protected Streams | | 30 |
| | Lakes & Other Water Bodies | | FEMA Flood Zones |
| | Shoreland | | 2% Annual Chance |
| | Historic Districts | | A |
| | Parcels | | AO |
| | Registered Feedlots | | X |
| | Dwellings | | |
| | Municipalities | | |



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2022 Aerial Imagery
Map Created June, 2023 by LUM



MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Mitchell Rigelman (Applicant) on behalf
of Wesley F Moechnig Et Al (Owner)

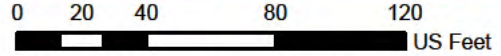
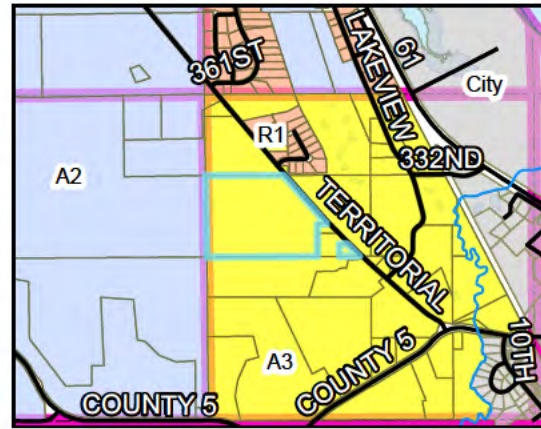
A3 Zoned District

Part of the SE 1/4 of the NW 1/4 of
Section 31 TWP 112 Range 12 in
Florence Township

Request to rezone 1.22 acres from A-3
to R-1

Legend

- | | |
|----------------------------|---------------------------------|
| Intermittent Streams | Bluff Impact Zones (% slope) 20 |
| Protected Streams | Bluff Impact Zones (% slope) 30 |
| Lakes & Other Water Bodies | FEMA Flood Zones |
| Shoreland | 2% Annual Chance |
| Historic Districts | A |
| Parcels | AE |
| Registered Feedlots | AO |
| Dwellings | X |
| Municipalities | |

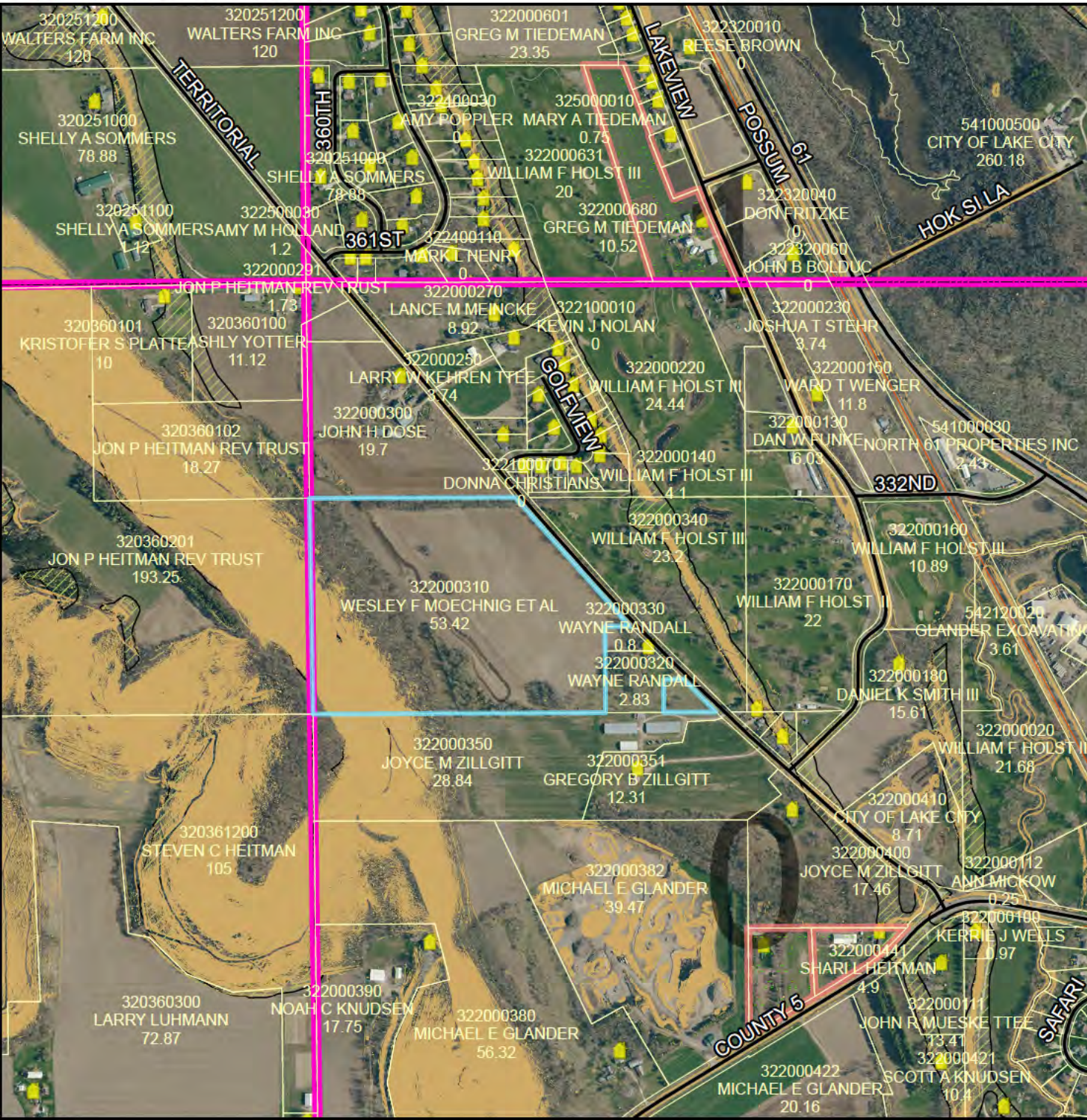


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MAP 02: VICINITY MAP



PLANNING COMMISSION

PAC Meeting
July 17, 2023

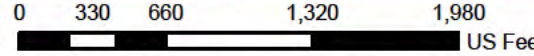
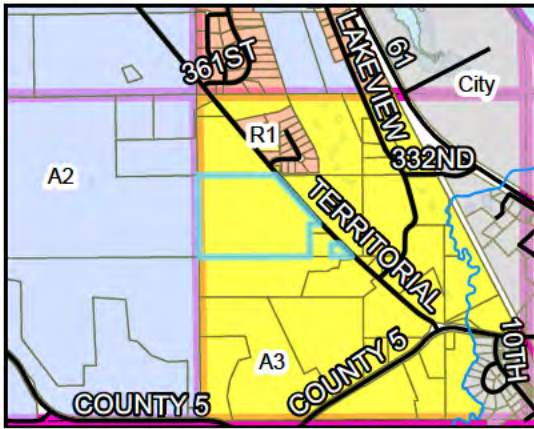
Mitchell Rigelman (Applicant) on behalf
of Wesley F Moechnig Et Al (Owner)

A3 Zoned District

Part of the SE 1/4 of the NW 1/4 of
Section 31 TWP 112 Range 12 in
Florence Township

Request to rezone 1.22 acres from A-3
to R-1
Legend

	Intermittent Streams		Bluff Impact Zones (% slope)
	Protected Streams		30
	Lakes & Other Water Bodies		FEMA Flood Zones
	Shoreland		A
	Historic Districts		AE
	Parcels		AO
	Registered Feedlots		X
	Dwellings		
	Municipalities		

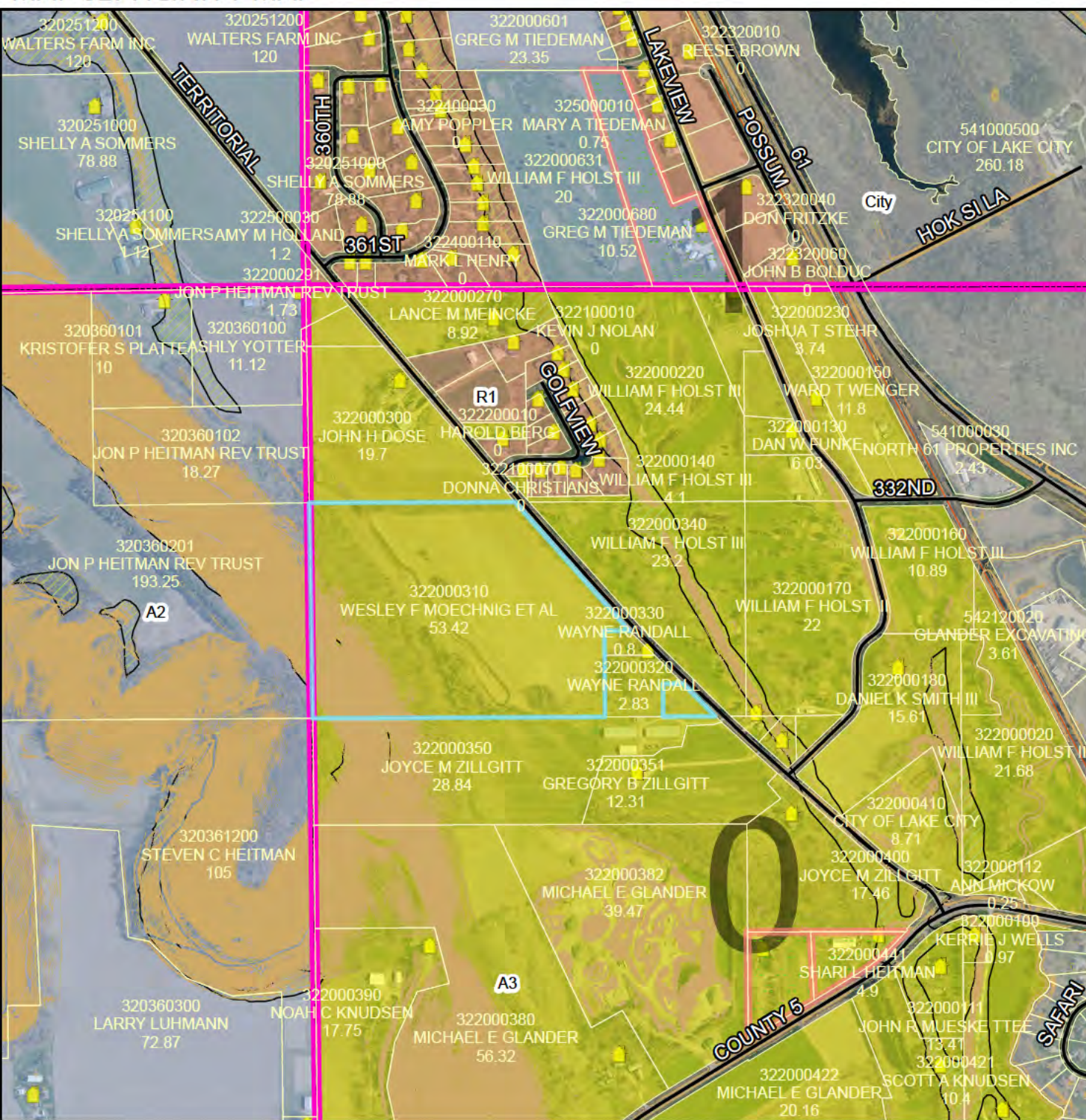


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2022 Aerial Imagery
Map Created June, 2023 by LUM



MAP 02: VICINITY MAP



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Mitchell Rigelman (Applicant) on behalf
of Wesley F Moechnig Et Al (Owner)

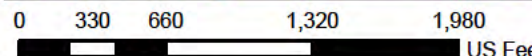
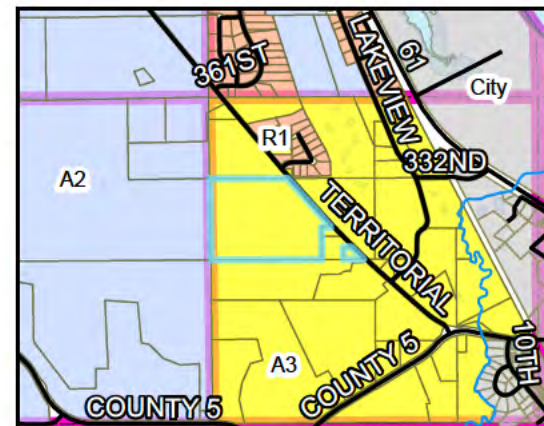
A3 Zoned District

Part of the SE 1/4 of the NW 1/4 of
Section 31 TWP 112 Range 12 in
Florence Township

Request to rezone 1.22 acres from A-3
to R-1

Legend

	Intermittent Streams		Bluff Impact Zones (% slope)
	Protected Streams		30
	Lakes & Other Water Bodies		FEMA Flood Zones
	Shoreland		2% Annual Chance
	Historic Districts		A
	Parcels		AE
	Registered Feedlots		AO
	Dwellings		X
	Municipalities		

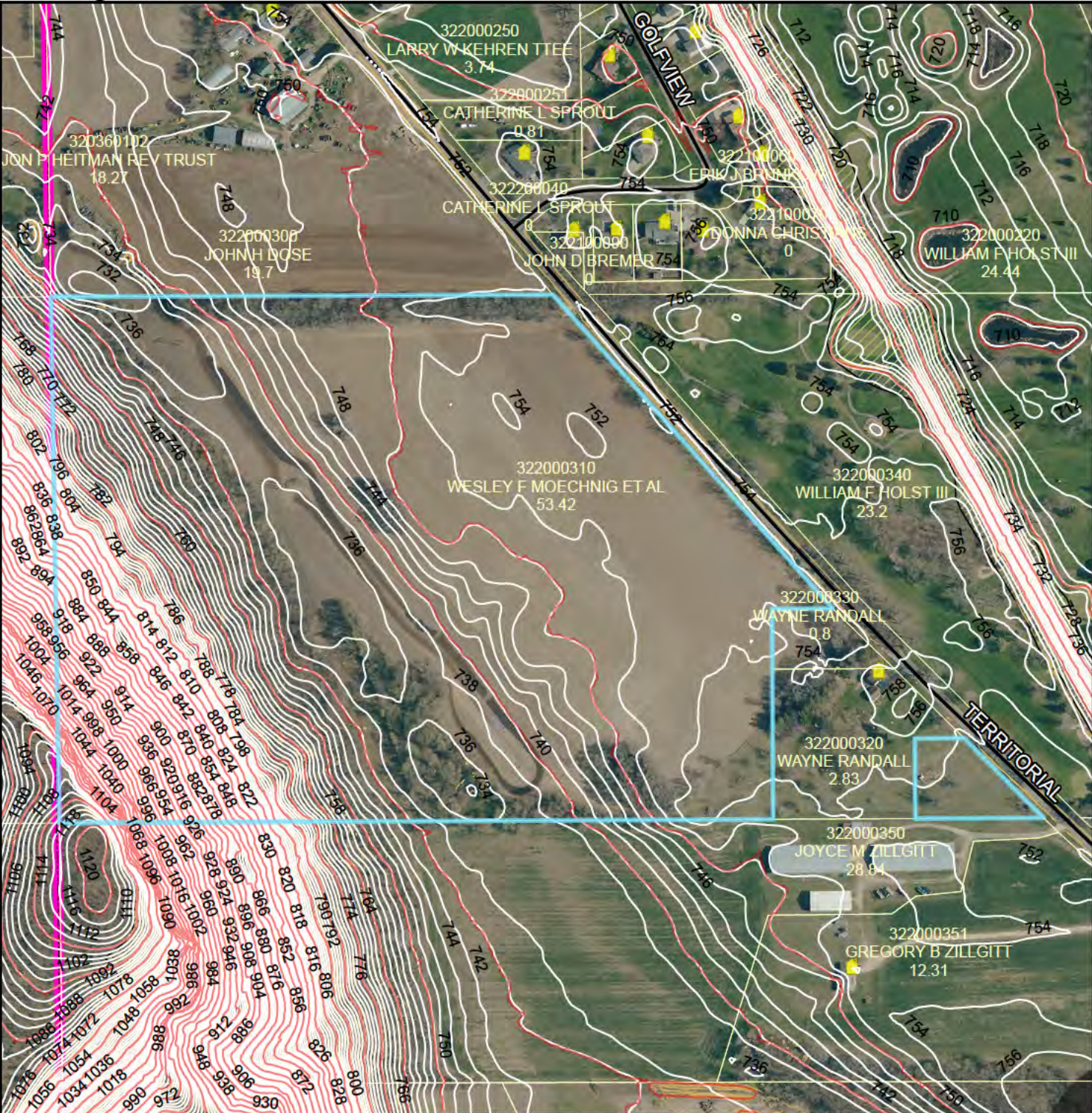


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MAP 03: ELEVATIONS



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner)

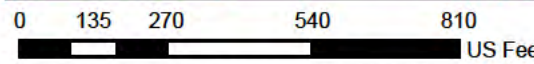
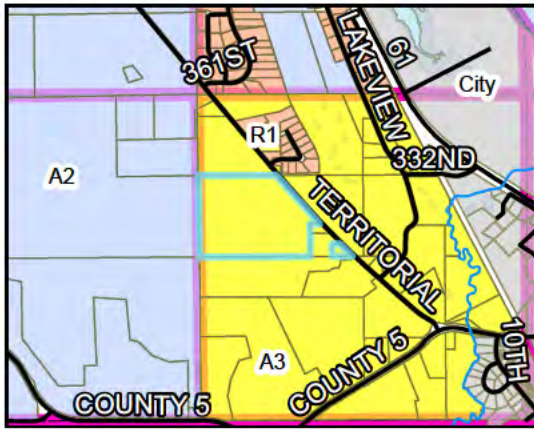
A3 Zoned District

Part of the SE 1/4 of the NW 1/4 of Section 31 TWP 112 Range 12 in Florence Township

Request to rezone 1.22 acres from A-3 to R-1

Legend

- | | | | |
|--|----------------------------|--|------------------------------|
| | Intermittent Streams | | Bluff Impact Zones (% slope) |
| | Protected Streams | | 30 |
| | Lakes & Other Water Bodies | | FEMA Flood Zones |
| | Shoreland | | 2% Annual Chance |
| | Historic Districts | | A |
| | Parcels | | AO |
| | Registered Feedlots | | X |
| | Dwellings | | |
| | Municipalities | | |



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Map Created June, 2023 by LUM



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: Goodhue County Board
From: Land Use Management
Meeting Date: August 10, 2023
Report date: July 21, 2023

CONSIDER: Request for IUP for up to Four Animal Units on a 5 Acre Parcel Zoned R-1 (Suburban Residential District)

Request submitted by Gary Arntson (Owner) for an Interim Use Permit to allow up to 4 horses to be kept on a parcel zoned R-1, Suburban Residence District

Application Information:

Applicant: Gary Arntson (owner)
Address of zoning request: 37533 County 14 BLVD Dennison, MN 55018
Parcel(s): 45.024.1901 and 45.024.1100
Abbreviated Legal: Part of the NW ¼ of the SE ¼ of Section 24 TWP 111 Range 18 in Warsaw Township
Township Information: Warsaw Township signed acknowledgment of the proposal on June 12, 2023, with no additional comments
Zoning District: R-1 (Suburban Residence District)

Attachments and links:

Application and submitted project summary
Site Map(s)
July 17, 2023, Planning Commission Draft Meeting Minutes
Goodhue County Zoning Ordinance (GCZO):
<http://www.co.goodhue.mn.us/DocumentCenter/View/2428>

Background:

Goodhue County amended Article 20 of the Zoning Ordinance "Table of Uses" in 2019 to add a provision so that properties zoned R-1 (Suburban Residence District) could have livestock animals such as chickens, horses, sheep, etc. on parcels 1 acre or greater as an Interim Use. Animals are limited to one animal unit per acre up to 9.9 animal units because property owners must register as a Feedlot at 10 animal units. Feedlots are not a permitted use in the R-1 District. Previously, a maximum of 3 horses had been allowed in the R-1 District on parcels 5 acres or larger with a Conditional or Interim Use Permit.

The Applicant desires to have up to 4 horses on their property currently zoned R-1. The Applicant owns two contiguous parcels containing approximately 6.4 acres therefore up to 6 horses could be kept on the properties.

Project Summary:

Property/Building Information:

- The subject property consists of two contiguous parcels comprising approximately 6.4 acres.
- The property is bordered by R-1 zoned parcels to the west and north across County 9 BLVD. Land zoned A-2 (General Agriculture District) is located on all sides of the property. Property owners in A-2 Districts are permitted to have up to 9.9 animal units without a permit and may apply for Feedlot permits to exceed that number.

- The Applicant obtained a building permit for an accessory building intended to be used for the horses in October 2022. The Zoning Administrator approved the permit subject to the condition that no animals be kept in the building until an IUP is approved for animals in an R-1 zone.
- The property contains a single-family dwelling and the new accessory building. There are two existing fenced-in areas for the horses, one north of the dwelling and one south of the dwelling. A fenced riding ring is proposed to be installed on the property if the IUP is approved.
- Manure will be handled appropriately by storing it on-site in an area that will not be a nuisance and regularly having the manure picked up to be used as fertilizer.
- There is the potential for some odor to be caused by having animals on site. This is not uncharacteristic of other agricultural uses in the area. There are 4 properties with registered Feedlots within ½ mile of the property. The nearest dwellings are approximately 100 feet from the Applicant’s west property line. These dwellings are also zoned R-1 and are buffered from the area proposed for horses by a wooded bluff.

PAC Findings of Fact:

1. The proposal to keep 4 horses on the property 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 surrounding area is primarily agricultural land where animal husbandry and feedlots are common.
2. The proposal to have 4 horses is not anticipated to impede the normal and orderly development or improvement of surrounding vacant property for uses predominant to the area. The proposal does not appear incompatible with adjacent agricultural land uses. The Applicant cannot register as a Feedlot in the R-1 District.
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 proposal.
4. The facility has ample room to provide sufficient off-street parking and loading space to serve the use and meet the Goodhue County Zoning standards.
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. Odor will be addressed by keeping pen areas clean and removing manure regularly from the area.

PAC Recommendation:

The Planning Advisory Commission recommends that 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 request submitted by Gary Arntson (owner) to keep no more than 4 horses on parcels zoned R-1 Suburban Residence District.

Subject to the following condition:

1. This IUP shall expire upon a change in ownership of the property.



2023 Aerial photo using EagleViewer Imagery. View from the south looking at new building.

PLANNING ADVISORY COMMISSION
GOODHUE COUNTY, MN
July 17, 2023 MEETING MINUTES
DRAFT

recommend that the County Board of Commissioners **APPROVE** the map amendment request from Mitchell Rigelman (Applicant) on behalf of Wesley F Moechnig Et Al (Owner) to rezone 1.22 acres from A-3 (Urban Fringe District) to R-1 (Suburban Residence District).

Motion carried 5:1 (Commissioner Stenerson dissented)

PUBLIC HEARING: Request for IUP for up to Four Animal Units on a 5 Acre Parcel Zoned R-1 (Suburban Residence District)

Request submitted by Gary Arntson (Owner) for an Interim Use Permit to allow up to 4 horses to be kept on a parcel zoned R-1, Suburban Residence District. Parcels 45.024.1901 and 45.024.1100. 37533 County 14 BLVD Dennison, MN 55018. Part of the NW ¼ of the SE ¼ of Section 24 TWP 111 Range 18 in Warsaw Township.

Pierret presented the staff report and attachments.

Commissioner Stenerson asked why this is a Conditional Use Permit (CUP) rather than a variance. Under the rules, it looks like 3 animal units are automatically approved. Wouldn't the Applicant just need a variance to get the fourth, fifth, and sixth animals? One place in the report states 6 horses and one place states 4 horses.

Pierret said that the Table of Uses dictates that this needs to be an Interim Use. The six horses referenced were the maximum he could have because he owns a little over six acres. It is one animal unit per acre on a minimum one-acre parcel. He is only asking for 4 horses. If this request is approved, he would be limited to 4 horses. If he wants 5 or 6 he would have to come back and amend the IUP.

Commissioner Nystuen asked why this is not being rezoned to A-2 since there are A-2 parcels on either side.

Pierret stated rezoning this would mean more public hearings and more expense for the Applicant. The Table of Uses was amended in 2019 for these types of situations. A rezoning is not necessary because we already have a means with the Interim Use Permit for him to get these 4 horses.

Commissioner Nystuen asked if this will open it up for more people wanting to do this type of request.

Pierret said yes. And that is what the ordinance was written for.

Commissioner Fox said a subcommittee put this together and recommended the IUP process so people could have animals without having to go through the re-zoning process.

Commissioner Miller said it is an IUP and that has restrictions.

Chair Buck Opened the Public Hearing

No one spoke for or against the request.

**PLANNING ADVISORY COMMISSION
GOODHUE COUNTY, MN
July 17, 2023 MEETING MINUTES
DRAFT**

5After Chair Buck called three times for comments it was moved by Commissioner Miller and seconded by Commissioner Nystuen to close the Public Hearing.

Motion carried 6:0

Commissioner Stenerson said he prefers to see this in an agricultural zone, but there is enough land and it fits the rules.

6It was moved by Commissioner Stenerson and seconded by Commissioner Fox for the Planning Advisory Commission to:

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

Recommend the County Board of Commissioners **APPROVE** the request submitted by Gary Arntson (owner) to keep no more than 4 horses on parcels zoned R-1 Suburban Residence District. Subject to the following condition:

1. This IUP shall expire upon a change in ownership of the property.

Motion carried 6:0

PUBLIC HEARING: Request for CUP for an Event Center and Resort Facility (Villa Maria Ventures, LLC (John Rupp, Chief Manager))

Request for a Conditional Use Permit to continue the operations of an Event Center and Resort Facility permitted via IUP. The proposal includes remodeling existing structures and constructing additions to provide spaces for lodging, cottages, on-site restaurant, and event spaces. 29847 County 2 BLVD Frontenac, MN 55026. Parcels 32.160.0040 and 32.012.0400. Blocks C, D, and E of Garrards South Extension plat and part of the SE ¼ of the SW ¼ of Section 12 TWP 112 Range 13 in Florence Township. CR (Commercial Recreational District).

Pierret presented the staff report and attachments.

Chair Buck asked if the three or four full-service bars will be used only for events or if they will be open all the time.

John Rupp (Applicant) said the ballroom (the old chapel) has a service bar on the back of it. If there is an event and the host/hostess wants to have beverage service at that bar they can. That bar would only be open for events. On the lower level, there is a social space that is intended to be used before the event starts, and before people are seated for dinner, they could go there and use the bar on that level. The use will vary from event to event. Neither one of these bars is open other than associated with a particular event and both would be associated with the same event.

Commissioner Stenerson questioned the type of use proposed. The report states there will be a hotel open 24 hours a day and it also references an event center. Will the property be used for

GOODHUE COUNTY CONDITIONAL/INTERIM USE PERMIT APPLICATION

Parcel # 45.024.1901

Permit# 7230026

PROPERTY OWNER INFORMATION

Last Name: ~~XXXX~~ ARNTSON First GARY

Email: E

Street Address 109 16TH AV. S.

Phone

City SOUTH ST. PAUL State MN Zip 55075 Attach Legal Description as Exhibit "A"

Authorized Agent Phone

Mailing Address of Landowner: SAME AS ABOVE

Mailing Address of Agent:

PROJECT INFORMATION

Site Address (if different than above): 37533 COUNTY 14 BLVD. DENNISON MN.

Lot Size 5+ ACERS Structure Dimensions (if applicable) 24 X 32 55018

What is the conditional/interim use permit request for? FOR HORSES IN THE BARN WE BUILT

Written justification for request including discussion of how any potential conflicts with existing nearby land uses will be minimized

DISCLAIMER AND PROPERTY OWNER SIGNATURE

I hereby swear and affirm that the information supplied to Goodhue County Land Use Management Department is accurate and true. I acknowledge that this application is rendered invalid and void should the County determine that information supplied by me, the applicant in applying for this variance is inaccurate or untrue. I hereby give authorization for the above mentioned agent to represent me and my property in the above mentioned matter.

Signature of Landowner: Beth Arntson

Date 12/2/2022

Signature of Agent Authorized by Agent:

TOWNSHIP INFORMATION

Township Zoning Permit Attached? If no please have township complete below:

By signing this form, the Township acknowledges being made aware of the request stated above. In no way does signing this application indicate the Township's official approval or denial of the request.

Signature [Signature]

Title SUPERVISOR

Date 6-12-23

Comments:

COUNTY SECTION

COUNTY FEE \$350

RECEIPT # 18129

DATE PAID 5/20/2023

Applicant requests a CUP/IUP pursuant to Article ___ Section ___ Subdivision ___ of the Goodhue County Zoning Ordinance

What is the formal wording of the request?

Shoreland ___ Lake/Stream Name ___ Zoning District ___

Date Received ___ Date of Public Hearing ___ DNR Notice ___ City Notice ___

Action Taken: ___ Approve ___ Deny Conditions:

RECEIVED

JUN 20 2023

Land Use Management

GOODHUE COUNTY CONDITIONAL/INTERIM USE PERMIT APPLICATION

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. Description of purpose and planned scope of operations (including retail/wholesale activities).

JUST WANT TO HAVE 4 HORSES ON PROPERTY

2. Planned use of existing buildings and proposed new structures associated with the proposal.

A BARN FOR HORSES

3. Proposed number of non-resident employees.

NO EMPLOYEES

4. Proposed hours of operation (time of day, days of the week, time of year) including special events not within the normal operating schedule.

X

5. Planned maximum capacity/occupancy.

X


6. Traffic generation and congestion, loading and unloading areas, and site access.

X

7. Off-street parking provisions (number of spaces, location, and surface materials).

X

8. Proposed solid waste disposal provisions.

X Professional pickup. Stored on-site until pickup - per phone 7-523 

9. Proposed sanitary sewage disposal systems, potable water systems, and utility services.

X



10. Existing and proposed exterior lighting.

X

11. Existing and proposed exterior signage.

X

12. Existing and proposed exterior storage.

X

13. Proposed safety and security measures.

X

14. Adequacy of accessibility for emergency services to the site.

X

15. Potential for generation of noise, odor, or dust and proposed mitigation measures.

X manure will be handled appropriately, stored on-site
away from dwelling and will be picked up for use as fertilizer
- per phone 7-5-23
- [signature]

16. Anticipated landscaping, grading, excavation, filling, and vegetation removal activities.

X Fencing established and additional fencing may
be added to create riding ring - per phone 7-5-23
- [signature]

17. Existing and proposed surface-water drainage provisions.

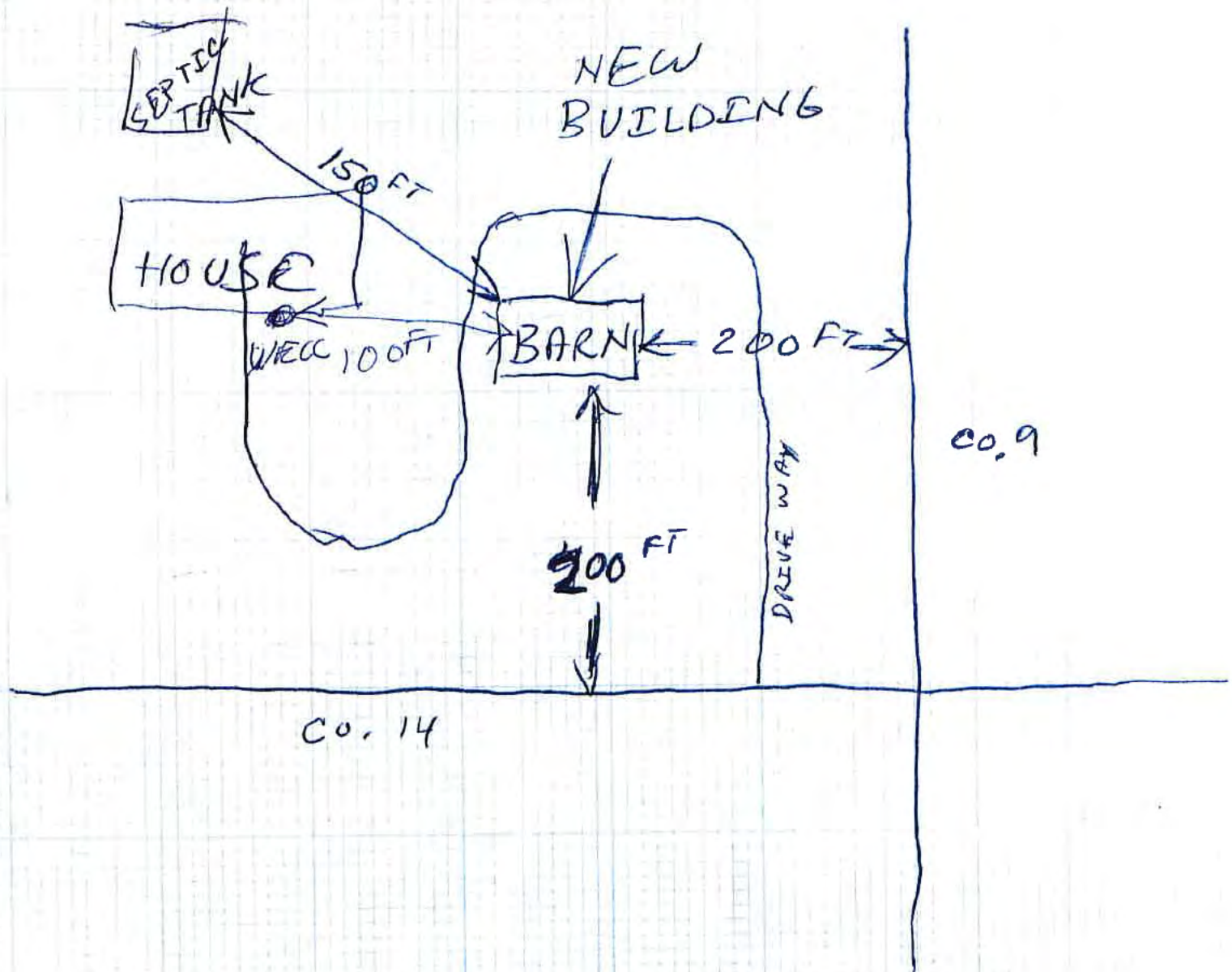
X

18. Description of food and liquor preparation, serving, and handling provisions.

X

19. Provide any other such information you feel is essential to the review of your proposal.

X



MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Gary Arntson (Owner)

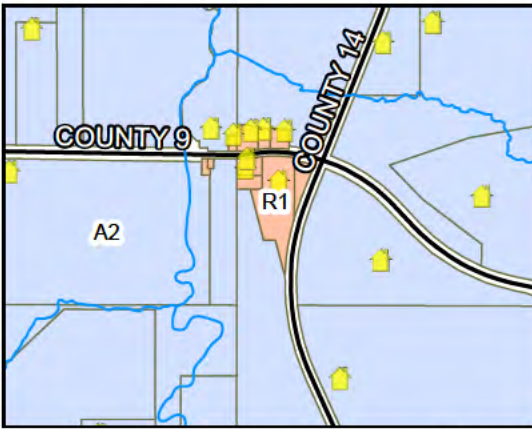
R1 Zoned District

Part of the NW 1/4 of the SE 1/4
of Section 24 TWP 111 Range 18
in Warsaw Township

Request for IUP to allow up to 4 horses
to be kept on a parcel zoned R1
Suburban Residence District

Legend

- | | | | |
|--|----------------------------|--|------------------------------|
| | Intermittent Streams | | Bluff Impact Zones (% slope) |
| | Protected Streams | | 30 |
| | Lakes & Other Water Bodies | | 2% Annual Chance |
| | Shoreland | | A |
| | Historic Districts | | AE |
| | Parcels | | AO |
| | Registered Feedlots | | X |
| | Dwellings | | |
| | Municipalities | | |



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2022 Aerial Imagery
Map Created June, 2023 by LUM



MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Gary Arntson (Owner)

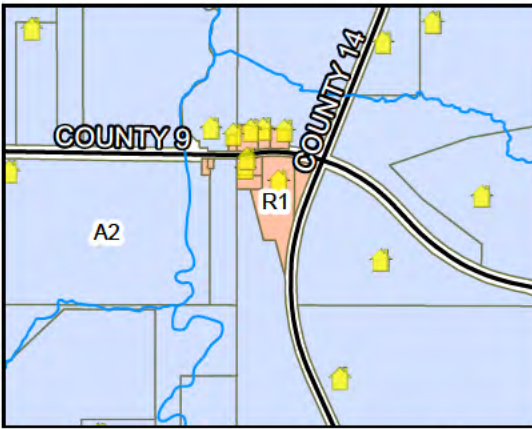
R1 Zoned District

Part of the NW 1/4 of the SE 1/4
of Section 24 TWP 111 Range 18
in Warsaw Township

Request for IUP to allow up to 4 horses
to be kept on a parcel zoned R1
Suburban Residence District

Legend

- | | |
|----------------------------|---------------------------------|
| Intermittent Streams | Bluff Impact Zones (% slope) 20 |
| Protected Streams | Bluff Impact Zones (% slope) 30 |
| Lakes & Other Water Bodies | FEMA Flood Zones |
| Shoreland | 2% Annual Chance |
| Historic Districts | A |
| Parcels | AE |
| Registered Feedlots | AO |
| Dwellings | X |
| Municipalities | |

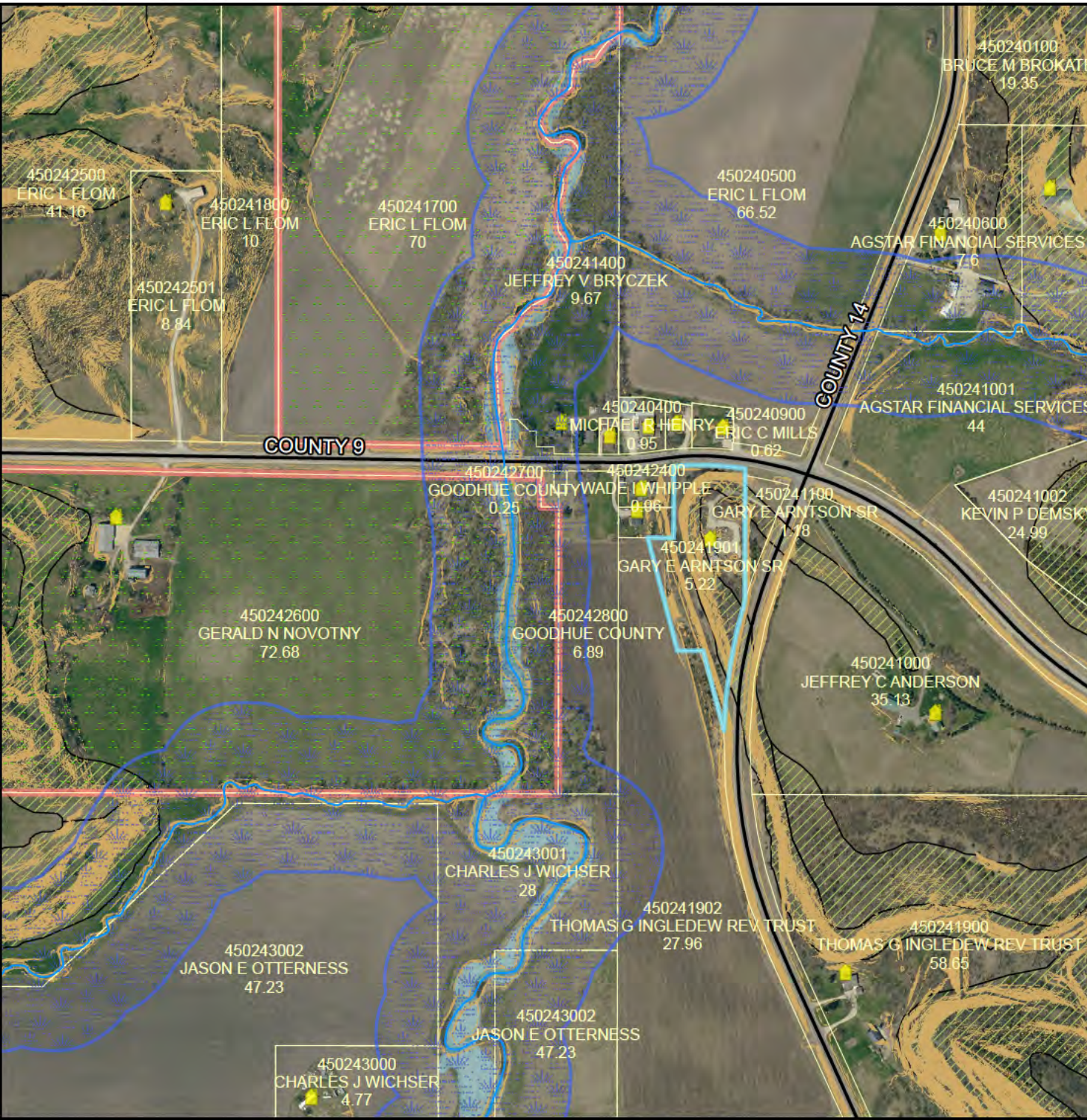


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MAP 02: VICINITY MAP



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Gary Arntson (Owner)

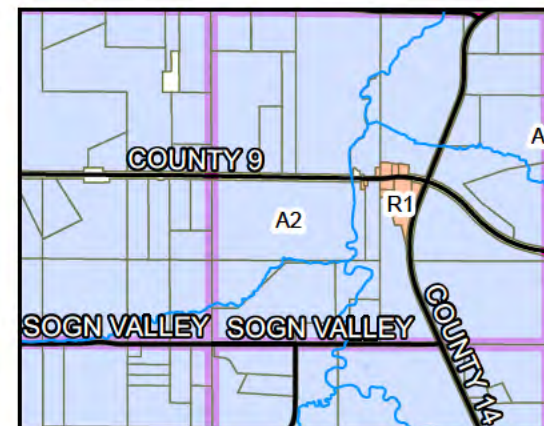
R1 Zoned District

Part of the NW 1/4 of the SE 1/4
of Section 24 TWP 111 Range 18
in Warsaw Township

Request for IUP to allow up to 4 horses
to be kept on a parcel zoned R1
Suburban Residence District

Legend

- | | | | |
|--|----------------------------|--|------------------------------|
| | Intermittent Streams | | Bluff Impact Zones (% slope) |
| | Protected Streams | | 30 |
| | Lakes & Other Water Bodies | | FEMA Flood Zones |
| | Shoreland | | 2% Annual Chance |
| | Historic Districts | | A |
| | Parcels | | AO |
| | Registered Feedlots | | X |
| | Dwellings | | |
| | Municipalities | | |

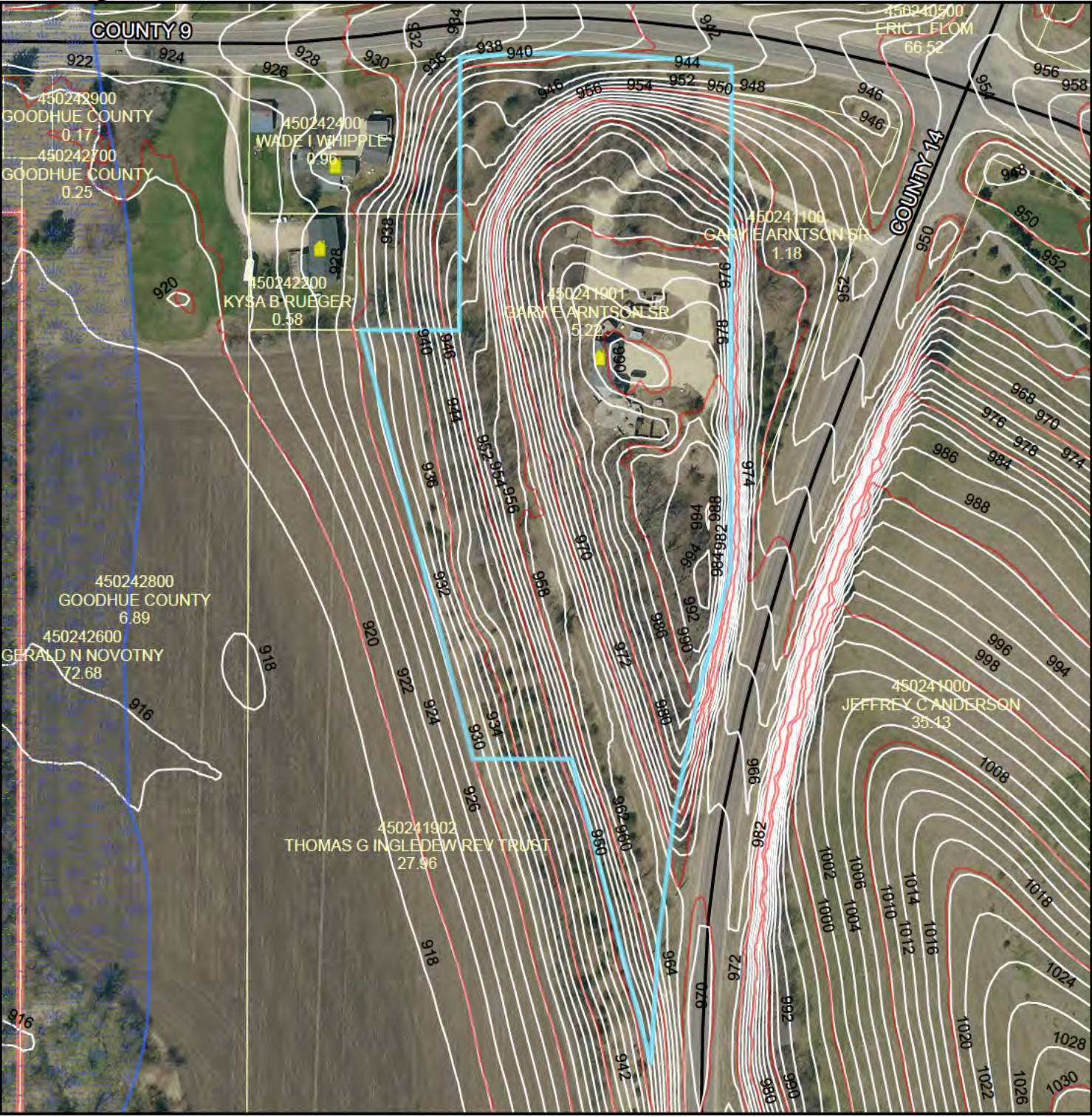


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MAP 03: ELEVATIONS



PLANNING COMMISSION

PAC Meeting
July 17, 2023

Gary Arntson (Owner)

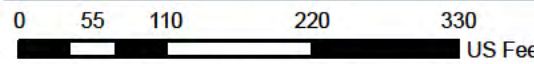
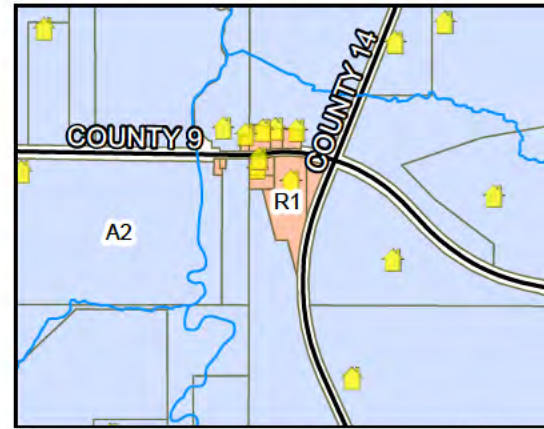
R1 Zoned District

Part of the NW 1/4 of the SE 1/4
of Section 24 TWP 111 Range 18
in Warsaw Township

Request for IUP to allow up to 4 horses
to be kept on a parcel zoned R1
Suburban Residence District

Legend

- Intermittent Streams
- Protected Streams
- Lakes & Other Water Bodies
- Shoreland
- Historic Districts
- Parcels
- Registered Feedlots
- Dwellings
- Municipalities
- Bluff Impact Zones (% slope)**
 - 20
 - 30
- FEMA Flood Zones**
 - 2% Annual Chance
 - A
 - AE
 - AO
 - X



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2022 Aerial Imagery
Map Created June, 2023 by LUM



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: August 10, 2023
Report date: August 3, 2023

CONSIDER: Request for CUP for an Event Center and Resort Facility (Villa Maria Ventures, LLC (John Rupp, Chief Manager))

Request for a Conditional Use Permit (CUP) to establish an Event Center and Resort Facility. The proposal includes remodeling existing structures and constructing additions to provide spaces for lodging, cottages, on-site restaurant, and event spaces.

Application Information:

Applicant(s): Villa Maria Ventures, LLC (John Rupp, Chief Manager)
Address of zoning request: 29847 County 2 BLVD Frontenac, MN 55026
PID(s): 32.160.0040 and 32.012.0400
Abbreviated Legal: Blocks C, D, and E of Garrards South Extension plat and part of the SE 1/4 of the SW 1/4 of Section 12 TWP 112 Range 13 in Florence Township
Zoning District: CR (Commercial Recreational District)
Township: Florence Township approved a CUP for the proposed use in July 2022.

Attachments and links:

Application and submitted project summary
Site Map(s)
July 17, 2023 Planning Commission DRAFT meeting minutes
Staff Correspondence with Applicant Regarding Permits
Goodhue County Zoning Ordinance (GCZO):
<http://www.co.goodhue.mn.us/DocumentCenter/View/2428>
Goodhue County Assembly Controls Ordinance

Summary/Background:

The Applicant, Villa Maria Ventures, LLC (John Rupp, Chief Manager) is requesting a Conditional Use Permit to establish an event center and resort facility on the "Villa Maria" property in Frontenac.

In January 2023, the Goodhue County Board approved an Interim Use Permit for Villa Maria with several conditions to be met by June 23, 2023. The IUP expired 6 months from the date of approval if the conditions were not met by June 23rd. The Applicant has met all IUP conditions and is required to obtain Conditional Use Permit approval from the Planning Commission and County Board to continue operations after the 6 month expiration date. Most of the project details have not changed since January 2023.

During the past 6 months, staff has worked with the Applicant to allow activities in the main Marian Hall building. The Applicant has submitted various documents for Environmental Health and Building Official review. Several of the conditions from the January 2023 IUP will remain the same such as no hosting events in portions of buildings that are not approved by the Building Official, submitting appropriate septic documentation and contracts, and maintaining appropriate licenses with the State of Minnesota for food, alcohol, and lodging.

PROJECT SUMMARY:

Property Information:

"To effectively promote the safety, health, and well-being of our residents"

www.co.goodhue.mn.us

- The subject property consists of 2 parcels comprising approximately 63 acres. Both parcels are currently zoned CR (Commercial Recreational District) after being rezoned in 2018 from A2 (General Agriculture District).
- Surrounding land uses include undeveloped prairie, forest, and water resources (Frontenac State Park) to the east, south, and west as well as medium-density residential to the north (Frontenac).
- Access to the site is located off of County 2 BLVD (asphalt surface) on the east side of the property. The access is within a half-mile of US HWY 61.

Facilities:

“Marian Hall” (AREA – A):

- The 4-story former dormitory will be remodeled into a boutique hotel with a total of 32 public units and 2 staff units. Each hotel unit has replaced 3 to 4 existing smaller dorm rooms on floors one, two, and three. The fourth-floor attic space will be converted into two larger hotel units. Each hotel unit will have a private bathroom, kitchenette, fireplace, and washer/dryer.
 - The January 2023 floorplans have been amended to add another hotel unit on the main floor. This unit replaces an office/conference room area shown on the original drawings.
- The former chapel area on the main level will be used as an event space with a lounge area and bar attached capable of holding approximately 300 occupants. A deck is proposed to be constructed west of the lounge area.
- The second and third levels will contain hotel units with a conference room/library on each floor.
- The lower level will be remodeled to include retail space and event space for approximately 125 occupants. There is an existing commercial kitchen on the lower level that will be used for events held in this building.
 - The basement level retail space has been reduced to include only one retail gift shop. The second retail space is now proposed to be used as storage space.
 - During the July Planning Commission meeting the Applicant indicated the event space may be used as a public restaurant in the future. In order to avoid needing to return for a CUP amendment should the restaurant open, this has been added to the request for County Board consideration.
- The basement-level gymnasium will be used as additional event space for approximately 175 occupants. A hallway from the basement level connects to an indoor pool building that will be available for guests. The Applicant has proposed various structural additions to the pool building.

“Glengarda Cottage” (AREA – B):

- The Glengarda cottage is a residential-style structure located on the east side of County 2 BLVD. The Applicant has remodeled and upgraded the existing structure for use as a short-term rental unit and use as a “bride’s cottage” during wedding events.

“Starwood Lodge” and “Wildwood Cottage” (AREA – C):

- The Starwood Lodge is proposed to be remodeled to include a second “bride’s cottage” and a “groom’s cottage”. Both areas will also be used as short-term rentals.
- The Wildwood Cottage is proposed to be remodeled to be used as a second “groom’s cottage” and will be used as a short-term rental.

“Ursuline Hall” (AREA – D):

- Ursuline Hall is proposed to be used as an event hall with structure additions to include additional seating areas, a lounge area, a bar, and a commercial kitchen to be used for a public restaurant. The building can currently hold about 100 occupants and the proposed additions would increase the maximum capacity to approximately 325 occupants.

“Woodhaven Lodge” and Barn (AREA – E):

- The existing Woodhaven Lodge will be remodeled for use as another event space. There is an existing commercial kitchen that will be used for events. Additions are proposed to add additional event space and an ADA-accessible ramp to the building.
- The existing barn north of the Woodhaven Lodge will be remodeled for use as a social space with a bar and mezzanine level. The capacity is proposed to be about 100 occupants.

Outdoor Spaces:

- Outdoor space on the property is also proposed to be used for various events. The area outside the Woodhaven Lodge and Barn may be used for various activities including softball, volleyball, etc. An event tent may be used outside of the Woodhaven Lodge for ceremonies and events. The area outside Ursuline Hall will be used as an outdoor terrace, garden area, and outdoor lawn games. An event tent or pavilion may be used outside Ursuline Hall for outdoor weddings and events.
- The property will contain various nature trails for guest use and the Applicant has begun work to restore the White Oak Savannah Forest in cooperation with the Minnesota DNR. There is a small vineyard on the property that may be expanded and various landscaping efforts will be ongoing.

Front Lawn:

- The Applicant desires to someday host a summer music festival on the front lawn area of the property. It is anticipated these events would exceed 500 attendees and be subject to the County's Assembly Controls Ordinance requirement for a permit from the County Board. The Assembly Controls Ordinance includes an evaluation of public safety measures, sanitary facilities, food and alcohol provisions, parking, noise, and traffic.

Future Plans (AREAS – F & G):

- The Applicant has included various notes on proposals including additional hotel space, condominium platting, a spa complex, and more. The County Board is not being asked to approve these uses as detailed plans have not been submitted. These uses will require an IUP amendment if pursued.

Employees:

- The Applicant anticipates the need for approximately 80 full and part-time employees. Two staff sleeping units have been proposed on the lower level of Marian Hall.

Hours of Operation:

- Hours of operation for the hotel are proposed to be year-round 24 hours per day. Events would take place mainly on weekends but may occur any day of the week ending no later than midnight.

Lighting:

- The Marian Hall building will be subtly illuminated along with "dark sky" landscape lighting and downlit path and road lighting will be installed around the property.

Traffic and Parking:

- The site has historically experienced higher traffic flows associated with previously held retreat events and conferences. The volume of traffic is anticipated to increase given the Applicant's proposed scale of events and the potential for multiple venues to be active in addition to the hotel area. Traffic will primarily approach the property from the south on County 2 BLVD which directly connects to US HWY 61. Existing transportation infrastructure appears capable of supporting the proposed use. Guests will be encouraged to access the site from the south to limit traffic through residential areas in Old Frontenac and Frontenac Station.
- The driveway has numerous locations for delivery traffic and guests to turn around to aid with traffic circulation on site. The driveway (asphalt) is approximately 20 feet wide allowing vehicles to bypass each other to keep traffic flowing off of County 2 BLVD. Adequate emergency vehicle access is available to service the facility.
- Several parking areas exist on site. There are 70 parking stalls (paved) immediately east of Marian Hall near the entrance. There are 46 stalls available west of Marian Hall in the location of the old tennis courts. The Applicant intends to expand this parking area to provide additional

parking for event guests.

According to GCZO Article 11, Section 16 minimum off-street parking provisions for “Hotels” shall be 1 parking space for each 2 guest rooms (32 rooms), plus 1 additional space for every 3 employees (80 employees). A minimum of 47 spaces are required for the hotel and employees. Mixed occupancy buildings require at least 2 spaces per dwelling unit. The short-term rentals/bride’s/groom’s cottages will require at least 10 spaces. Dance halls, assembly halls without fixed seats, and similar uses require one space per each 4 people allowed in the maximum occupancy load as established by the Fire Marshall. These calculations will be performed during the building permit and inspection processes for the various buildings. Occupancy numbers will be recalculated for any building additions or changes of use. Additional parking stalls may be required on-site as buildings are expanded and uses changed (i.e. changing Ursuline Hall to a public restaurant). There is ample room on the property to accommodate additional parking spaces.

- Traffic and parking associated with events exceeding 500 guests would be reviewed on an individual basis through the Goodhue County Assembly Controls Ordinance licensing process. It is anticipated that off-site parking would be utilized for some larger events and a shuttle service would be provided for guests.

Utilities:

- The Applicant has been working with a professional septic contractor to assess the existing septic system. It is anticipated SSTS upgrades will be needed in the future. The SSTS may also require the review and approval of appropriate permits by the Minnesota Pollution Control Agency (MPCA) in the future. The Applicant has provided County staff various information from their contractor as required by the January IUP. The County Sanitarian has reviewed this information and has prepared an operating permit with several conditions.
- Solid waste disposal services will be provided locally. Any hazardous materials or fluids generated shall be properly disposed of.
- All wells will need to be tested and results submitted to and approved by the Minnesota Department of Health according to public lodging rules and regulations before commencing operations.

Signage:

- The Applicant is proposing to install one sign near the property’s main entrance. Directional signage will also be added for property navigation.

Safety and Security Measures:

- A new security system will be installed with comprehensive grounds and building video surveillance allowing the site to be monitored 24 / 7 remotely.
- The proposed renovations to Marian Hall are considered a Change of Occupancy and current Building Code provisions must be met due to this change.
 - The Applicant has indicated plans for a fire suppression system are forthcoming and has submitted construction drawings noting this addition. The Building Official will review these plans upon submittal to issue appropriate permits.
- Until a Certificate of Occupancy is approved by the Building Official for the Marian Hall building, all events must be held outdoors, within other structures on the property that have not been structurally altered or on the main level of the Marian Hall building as allowed by the Building Official in May 2023. This area of Marian Hall is depicted in Exhibit A attached to this report.

Landscaping/Drainage:

- Some grading will be necessary to enlarge the parking lot in the location of the existing tennis courts and to establish walking trails on the property. The property is located within an environmentally sensitive area therefore any proposed grading/excavation must be reviewed and approved by the Zoning Administrator and the Goodhue Soil and Water Conservation District. The Minnesota DNR should also review plans where applicable.

- The Applicant has proposed to create multiple pond areas, including a pond on State of Minnesota property across County 2 BLVD. Excavation and grading plans for these ponds must be reviewed and approved by the State of Minnesota, Goodhue Soil and Water Conservation District, and Zoning Administrator before beginning work.

Dust/Noise/Odor/Fumes:

- No nuisance dust, odor, or fumes are anticipated to be generated with the proposal. Noise generated during events is planned to be confined generally within the event venues to minimize impacts to neighboring properties. The property is heavily wooded and surrounded on 3 sides by Frontenac State Park which naturally buffers potential noise impacts to adjacent property owners. The nearest adjacent residence (Cris and Molly Hofschulte) is directly to the north across Winona Street.

Food & Liquor Provisions:

- There are currently two commercial kitchens on-site (Marian Hall and Woodhaven Lodge) which will be upgraded as needed/required and used for events. Outside caterers may be used with appropriate licensure to begin operations. A commercial kitchen may be added to the Ursuline Hall to service events and a proposed restaurant.
- Full-service bars will be added on various floors in Marian Hall, within Woodhaven Lodge, the Barn, and Ursuline Hall.
- All required federal, state, and local licensing, and other regulatory requirements must be followed for the bars, kitchens, and service areas. Verification of these licenses should be submitted to the Zoning Administrator before beginning operations.

Information Received After PAC Meeting:

- After the PAC meeting, staff reached out to the Applicant to confirm whether the Applicant wanted to add use of the lower level dining area as a public restaurant to the CUP request for County Board consideration. On July 20, 2023 Mr. Rupp responded to staff via email indicating he would like to add use of the lower level dining area as a public restaurant to the request. Included in this email was a statement by the Applicant that he did not intend on installing the sprinkler system as required by the Building Official and instead intends to appeal this determination after receiving building permit approval. This statement indicated to staff that the construction drawings received in May 2023 were submitted under false pretenses with false statements. The Building Official cannot issue a building permit with the knowledge that portions of the requirements will intentionally not be followed nor does staff recommend that a building permit be issued until any objections are appealed to the State Department of Labor and Industry (DOLI). For this reason, staff has prepared the Planning Commission’s original recommendation of approval with added conditions regarding building permit issuance.

PAC Findings of Fact:

1. The proposed Event Center and Resort Facility do 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 property has historically been used for higher intensity uses such as retreats and conferences which are comparable to the Applicant’s proposal without producing conflicts with existing residential uses in the area.
2. The Event Center and Resort Facility are 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 most operations will be confined within the existing structures. The majority of the property shares a border with Frontenac State Park which should not be negatively impacted by the proposed uses. The uses appear compatible with existing adjacent land uses.
3. A review of the Applicant’s submitted project summary indicates adequate access roads and drainage, and other necessary facilities are available or will be installed to accommodate the proposed use. Staff has received appropriate information for septic systems. The Applicant will need to verify all wells meet MPCA standards. Construction drawings for the fire suppression

system must be submitted to the Building Official for review and the system installed prior to the Marian Hall building opening beyond the first floor event space.

4. The submitted plans identify means and space 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 Event Center and Resort Facility are not anticipated to produce offensive odor, fumes, dust, or vibration. The distance of the site from existing nearby residences, use of indoor activity areas, and established vegetative buffers appear sufficient to control noise so that it will not constitute a nuisance. Furthermore, the Applicant's lighting plans appear capable of controlling lights in such a manner that no disturbance to neighboring properties will result.

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 request from Villa Maria Ventures, LLC (John Rupp, Chief Manager) for a Conditional Use Permit (CUP) to establish an Event Center and Resort Facility including remodeling existing structures and constructing various building additions to provide spaces for lodging, cottages, on-site restaurants, and event spaces.

Subject to the following conditions:

1. Activities shall be conducted outdoors, within buildings that have not been structurally altered, or in the main level event space of Marian Hall as shown in Exhibit A according to submitted plans, specifications, and narrative unless modified by a condition of this CUP until a Certificate of Occupancy is issued for the remainder of Marian Hall. Any future uses or structures not specified within this CUP application shall require an amended CUP application and another public hearing should be held by the Goodhue County Planning Advisory Commission;
2. All event activities shall end no later than midnight;
3. On-street parking and loading/off-loading shall be prohibited;
4. Events exceeding 500 people shall obtain required permits per the Goodhue County Assembly Controls Ordinance;
5. Applicant shall obtain building permit approvals for proposed remodeling and additions from the Goodhue County Building Permits Department prior to beginning construction;
6. Applicant shall maintain a current Goodhue County septic system operating permit including abiding by all conditions within the operating permit or obtain a State Disposal System permit with the Minnesota Pollution Control Agency.
7. Compliance with Goodhue County Zoning Ordinance including Article 30 CR, Commercial Recreational District;
8. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations including food, beverage, and lodging licenses from the Minnesota Department of Health. Verification of these licenses shall be submitted to the Zoning Administrator prior to hosting any events and upon request from LUM staff; and
9. Applicant shall submit a Land Alteration Permit and associated grading/excavation plans for all projects disturbing 10,000 square feet or more of ground area. No grading or excavation shall take place without first obtaining a Land Alteration Permit from the Zoning Administrator and any associated permits from the Goodhue Soil and Water Conservation District and Minnesota DNR. Projects disturbing one acre or more of area shall obtain an NPDES permit from the MPCA. A copy of any NPDES permits shall be submitted to the Zoning Administrator prior to beginning work.

Due to the Applicant's comments received after the Planning Advisory Commission meeting, staff is recommending adding the below conditions to the Board's motion to ensure compliance with the Building Code.

- 10. A building permit will not be issued until staff receives an approval letter from the State Fire Marshall for the fire suppression system.**
- 11. A Certificate of Occupancy for the Marian Hall building will not be issued until a sprinkler system is installed and passes inspection(s) or the Department of Labor and Industry has issued a formal decision on an appeal to the sprinkler requirement.**

EXHIBIT A

FLOOR PLAN KEY NOTES:

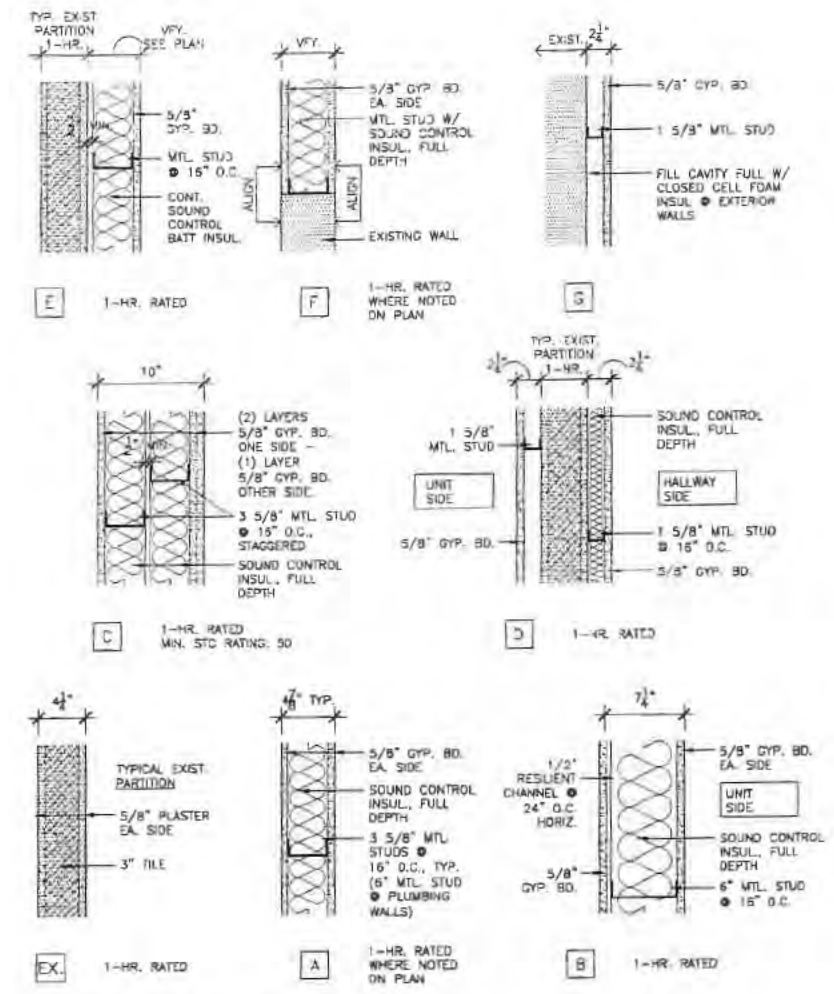
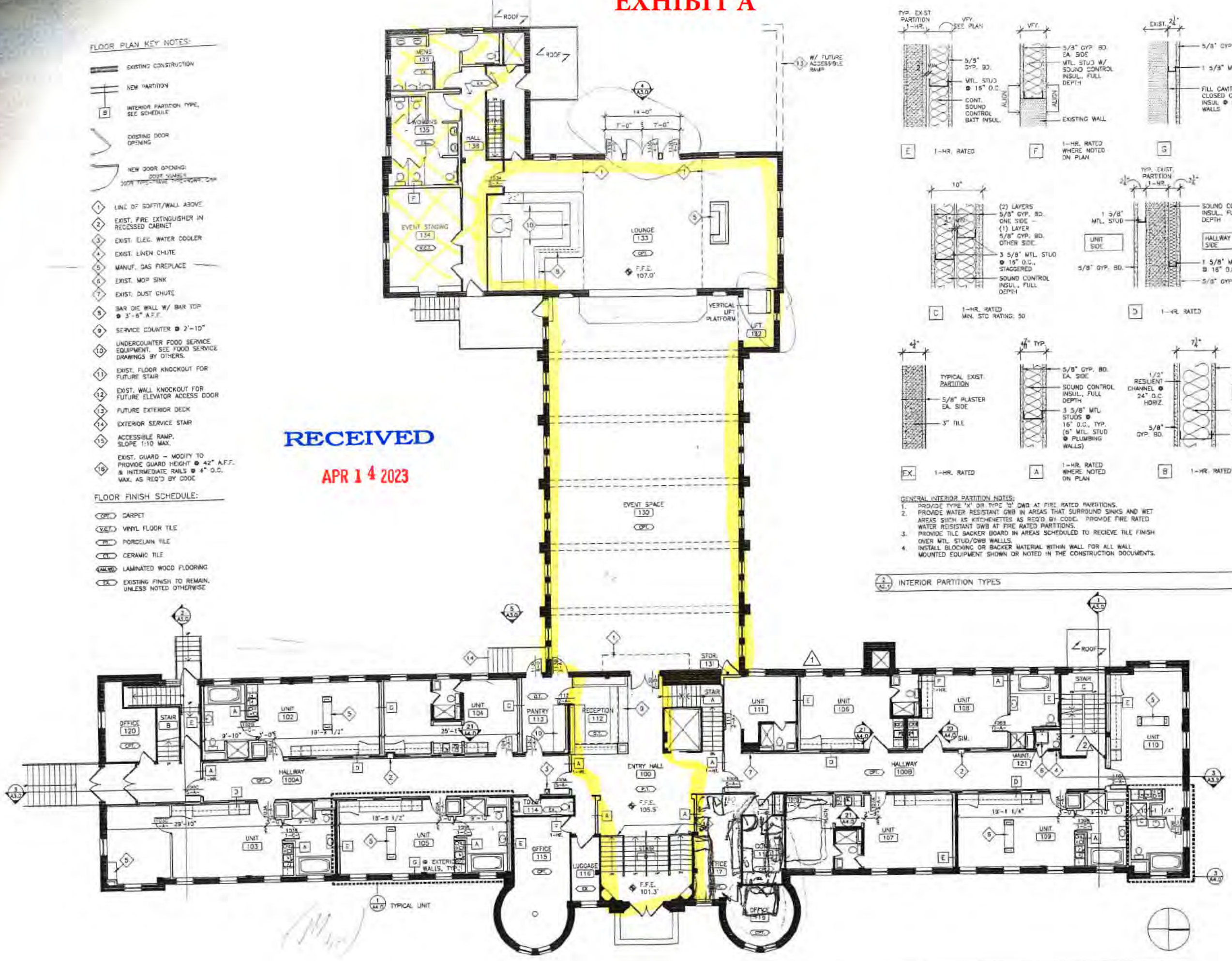
- EXISTING CONSTRUCTION
- NEW PARTITION
- INTERIOR PARTITION TYPE, SEE SCHEDULE
- EXISTING DOOR OPENING
- NEW DOOR OPENING: DOOR NUMBER, DOOR TYPE, HAVE THIS VIEW, OR
- LINE OF SOFFIT/WALL ABOVE
- EXIST. FIRE EXTINGUISHER IN RECESSED CABINET
- EXIST. ELEC. WATER COOLER
- EXIST. LINEN CHUTE
- MANUF. GAS FIREPLACE
- EXIST. MOP SINK
- EXIST. DUST CHUTE
- BAR ON WALL W/ BAR TOP @ 3'-6" A.F.F.
- SERVICE COUNTER @ 2'-10"
- UNDERCOUNTER FOOD SERVICE EQUIPMENT, SEE FOOD SERVICE DRAWINGS BY OTHERS.
- EXIST. FLOOR KNOCKOUT FOR FUTURE STAIR
- EXIST. WALL KNOCKOUT FOR FUTURE ELEVATOR ACCESS DOOR
- FUTURE EXTERIOR DECK
- EXTERIOR SERVICE STAIR
- ACCESSIBLE RAMP, SLOPE 1:10 MAX.
- EXIST. GUARD - MODIFY TO PROVIDE GUARD HEIGHT @ 42" A.F.F. & INTERMEDIATE RAILS @ 4" O.C. MAX. AS REQ'D BY CODE

FLOOR FINISH SCHEDULE:

- CARPET
- VINYL FLOOR TILE
- PORCELAIN TILE
- CERAMIC TILE
- LAMINATED WOOD FLOORING
- EXISTING FINISH TO REMAIN, UNLESS NOTED OTHERWISE

RECEIVED

APR 14 2023



MARIAN HALL REMODEL
VILLA MARIA
 FRONTENAC, MINNESOTA
 FLOOR PLAN - MAIN LEVEL, PARTITION TYPES
 SHEET NO. **A2.1**
 DATE: 22 SEP 2022
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 22 SEP 2022
 PROJECT NO. 48208
 MAINLY DETAILS ARCHITECTURAL DESIGN, P.L.L.C.
 Suite 213, 1710 North Douglas Drive
 Golden Valley, MN 55422
 612-382-5442
 MAINLY DETAILS ARCHITECTURAL DESIGN, P.L.L.C.
 Suite 213, 1710 North Douglas Drive
 Golden Valley, MN 55422
 612-382-5442

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DRAFT**

5After Chair Buck called three times for comments it was moved by Commissioner Miller and seconded by Commissioner Nystuen to close the Public Hearing.

Motion carried 6:0

Commissioner Stenerson said he prefers to see this in an agricultural zone, but there is enough land and it fits the rules.

6It was moved by Commissioner Stenerson and seconded by Commissioner Fox for the Planning Advisory Commission to:

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

Recommend the County Board of Commissioners **APPROVE** the request submitted by Gary Arntson (owner) to keep no more than 4 horses on parcels zoned R-1 Suburban Residence District. Subject to the following condition:

1. This IUP shall expire upon a change in ownership of the property.

Motion carried 6:0

PUBLIC HEARING: Request for CUP for an Event Center and Resort Facility (Villa Maria Ventures, LLC (John Rupp, Chief Manager))

Request for a Conditional Use Permit to continue the operations of an Event Center and Resort Facility permitted via IUP. The proposal includes remodeling existing structures and constructing additions to provide spaces for lodging, cottages, on-site restaurant, and event spaces. 29847 County 2 BLVD Frontenac, MN 55026. Parcels 32.160.0040 and 32.012.0400. Blocks C, D, and E of Garrards South Extension plat and part of the SE ¼ of the SW ¼ of Section 12 TWP 112 Range 13 in Florence Township. CR (Commercial Recreational District).

Pierret presented the staff report and attachments.

Chair Buck asked if the three or four full-service bars will be used only for events or if they will be open all the time.

John Rupp (Applicant) said the ballroom (the old chapel) has a service bar on the back of it. If there is an event and the host/hostess wants to have beverage service at that bar they can. That bar would only be open for events. On the lower level, there is a social space that is intended to be used before the event starts, and before people are seated for dinner, they could go there and use the bar on that level. The use will vary from event to event. Neither one of these bars is open other than associated with a particular event and both would be associated with the same event.

Commissioner Stenerson questioned the type of use proposed. The report states there will be a hotel open 24 hours a day and it also references an event center. Will the property be used for

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both types of activities or is the hotel just for events being held on-site and not open to the public to stay?

Mr. Rupp stated anyone from the public can rent a room whether they are associated with an event on-site or not.

Commissioner Stenerson said they are having two separate things going on there, a hotel and an event center. Are the bars not connected to the hotel and would not be available unless there was an event?

Mr. Rupp stated once the hotel opens, on the floor plans there is a bar space on the lower level and if that is not being used, it is where breakfast would be served.

Commissioner Stenerson clarified that would be the bar/restaurant for the hotel.

Mr. Rupp indicated yes, that is correct.

Commissioner Gale asked if the bar/restaurant is just for the guests staying there, or could anyone passing by stop in for a meal?

Mr. Rupp said that initially, it would be for guests only but eventually, it could open to the public. It's a small space so it is designed to service the hotel but it could be open to the public in the future.

Chair Buck Opened the Public Hearing

James Anderson, 34873 Winona Street, Frontenac, likes what Mr. Rupp is doing. It's very tasteful and very complementary to what's happening in Frontenac. So far the events have been exactly what they were billed as. For clarification, he wanted to know if the Conditional Use Permit is just for the existing structures and buildings. It's not a request to add properties or to do more with that property than is currently there?

Pierret stated he has proposed some structural additions to the Ursuline Hall. No other structural changes have been proposed. No new buildings would be constructed. If they wanted to build any new structures in the future, Mr. Rupp would have to come back to this board to amend the permit.

Mr. Anderson asked if things change and revisions are requested by the Applicant, will the neighbors be notified?

Pierret stated yes, any new buildings or anything that is not presented in his application today would require another public hearing. Neighbors won't be notified when a building permit is pulled, or anything that is allowed in this permit.

Commissioner Nystuen asked if anything that is shown as a "proposed" item, will be a part of what is passed tonight. For example, the ponds.

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Pierret indicated there are no concrete plans for those items denoted as “proposed” at this time. For the ponds, other buildings, or condos, the Applicant would need to come back and apply for a CUP amendment.

7After Chair Buck called three times for additional comments it was moved by Commissioner Stenerson and seconded by Commissioner Miller to close the Public Hearing.

Motion carried 7:0

Commissioner Stenerson said there are already events taking place and construction going on at the same time. His concern is public safety. If there is construction during an event, under the current rules does the Building Official have to sign off on safety before that event is held? He is concerned enough that he might want a provision put in there stating if there is a scheduled event before the completion of a construction project they have the Building Inspector to go out and verify the event is safe.

Hanni indicated that is what they did last time [in January] when they had events. The Building Official visited the site and determined that various areas were safe for events to take place. The Building staff is specific about where they can have the events. If an area is under active construction they cannot have events in that area.

Commissioner Stenerson asked if there is a procedure in place and we don't have to address that.

Hanni stated yes it would go through the Building Official. We did that with one of the past events that they just had.

Commissioner Stenerson said any time there are events in a rural setting, people tend to be bolder. If there is an event with over 500 attendees the County is notified. Should the PAC add a provision where the owner would be required to notify the Sheriff's Department when they are having an event, indicating the date and time of the event? Then the Sheriff's Department can determine whether they need additional patrols in the area or not.

Commissioner Greseth asked if they did anything like that with the Cannon Falls Event Center.

Commissioner Stenerson said he didn't know.

Commissioner Miller said they did not.

Commissioner Greseth stated as far as the alcohol goes, the event center has to monitor that. That is 100% on them. It's a good concept but he does not know how it would work. He is not sure that this should go in the stipulations.

Hanni stated that would be difficult to do. If it gets to the point where he has an event and also weekend guests, how would you count the number of attendees?

Commissioner Stenerson said the only reason it came to his attention is that 500 people is a massive event for a rural area like that. That's a lot of people and a lot of cars. Why did they decide on 500 rather than 250 or 100?

Hanni stated that the 500 maximum was in the Assembly Control's Ordinance they had in place a long time ago and was used in the update of the Ordinance a few years ago. The Assembly Controls

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Ordinance would be used for events such as concerts or something that is publicly advertised. With a mixed use of the facility, some of the people are there for the event, while others might be there for a small family reunion. Are they counting all of the people on the property or just the people at the event?

Commissioner Stenerson said he is referring to the event. The Applicant has an event center, a hotel, and other activities. He wasn't thinking of just this one event center. He feels it is worth a discussion on any of the event centers. Should the number for notification to the County be smaller than 500 attendees? That is a lot of cars for some of these county roads.

Hanni stated they could review the ordinance.

Commissioner Stenerson thought that would be a good idea. They are getting a lot of event centers on the county roads.

Commissioner Fox said that if you look at lowering the number to 250, a golf course that has a dinner event for a golf outing would have to notify the County, the County would need to send a deputy out to the site, and if they don't, the County could be liable for not holding up its conditions.

Commissioner Miller said he feels that this is a proper discussion for the ordinance as a whole, not for the Conditional Use Permit.

It was moved by Commissioner Miller and seconded by Commissioner Greseth for the Planning Advisory Commission to:

- 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 that the County Board of Commissioners **APPROVE** the request from Villa Maria Ventures, LLC (John Rupp, Chief Manager) for a Conditional Use Permit (IUP) to establish an Event Center and Resort Facility including remodeling existing structures and constructing various building additions to provide spaces for lodging, cottages, on-site restaurant, and event spaces.

Subject to the following conditions:

1. Activities shall be conducted outdoors, within buildings that have not been structurally altered, or in the main level event space of Marian Hall as shown in Exhibit A according to submitted plans, specifications, and narrative unless modified by a condition of this CUP until a Certificate of Occupancy is issued for the remainder of Marian Hall. Any future uses or structures not specified within this CUP application shall require an amended CUP application and another public hearing should be held by the Goodhue County Planning Advisory Commission;
2. All event activities shall end no later than midnight;
3. On-street parking and loading/off-loading shall be prohibited;
4. Events exceeding 500 people shall obtain required permits per the Goodhue County Assembly Controls Ordinance;

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5. Applicant shall obtain building permit approvals for proposed remodeling and additions from the Goodhue County Building Permits Department prior to beginning construction;
6. Applicant shall maintain a current Goodhue County septic system operating permit including abiding by all conditions within the operating permit or obtain a State Disposal System permit with the Minnesota Pollution Control Agency.
7. Compliance with Goodhue County Zoning Ordinance including Article 30 CR, Commercial Recreational District;
8. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations including food, beverage, and lodging licenses from the Minnesota Department of Health. Verification of these licenses shall be submitted to the Zoning Administrator prior to hosting any events and upon request from LUM staff; and
9. Applicant shall submit a Land Alteration Permit and associated grading/excavation plans for all projects disturbing 10,000 square feet or more of ground area. No grading or excavation shall take place without first obtaining a Land Alteration Permit from the Zoning Administrator and any associated permits from the Goodhue Soil and Water Conservation District and Minnesota DNR. Projects disturbing one acre or more of area shall obtain an NPDES permit from the MPCA. A copy of any NPDES permits shall be submitted to the Zoning Administrator prior to beginning work.

Motion carried 7:0

Other Discussion

Staff introduced the new Zoning Assistant, William Lenzen.

9ADJOURN: Motion by Commissioner Greseth and seconded by Commissioner Fox to adjourn the Planning Commission Meeting at 6:43 p.m.

Motion carried 7:0

Respectfully Submitted,

Patty Field, Zoning Administrative Assistant

MOTIONS

¹ APPROVE the PAC meeting agenda

Motion carried 6:0

² APPROVE the previous month's meeting minutes

Motion carried 6:0

³ Motion to close the Public Hearing

Motion carried 6:0

⁴ APPROVE the request for a Map Amendment (Rezone)

Motion carried 5:1 (Stenerson dissented)

⁵ Motion to close the Public Hearing

Motion carried 6:0

Strauss, Molly

From: Hanni, Lisa
Sent: Wednesday, June 14, 2023 3:55 PM
To: Strauss, Molly; Pierret, Samantha
Subject: FW: Your Letter of May 15, 2023

From: John R. Rupp <
Sent: Wednesday, June 14, 2023 3:32 PM
To: Hanni, Lisa <lisa.hanni@co.goodhue.mn.us>
Cc: Morem, Doug <doug.morem@co.goodhue.mn.us>; Bryan Ford <bryan.ford@co.goodhue.mn.us>; Hoyt, Benjamin
Subject: Your Letter of May 15, 2023

External Email - Use caution opening links or attachments!

Good Afternoon Lisa

The following are updates:

- Revised plans indicating sprinkler system have been filed.
- Septic operation plans are currently being developed between Gopher Septic and Ben. I told Gopher to draft what Ben needs.
- Previous email today covered the event food and beverages.
- CUP application and \$350 fee in shortly.
- All property taxes will be paid this week.
- Sprinkler system is being bid by both Viking and Summit. Viking bid in, waiting on Summit. Low bidder will then submit its plans to Sate Fire Marshall for approval and then after approval submit a building permit application to the County.
- License for on premise food service are waiting on kitchen approval from state.
- Main level bathrooms should be completed in the next couple of weeks.

I assume I can honor wedding booking in the event space, as I have done everything I can do, but cannot control State approvals, Ben & Gopher work, or contractor schedules.

John

From: [John R. Rupp](#)
To: [Pierret, Samantha](#)
Subject: RE: Villa Restaurant Space
Date: Thursday, July 20, 2023 8:03:01 AM

External Email - Use caution opening links or attachments!

Good Morning – Please see my comments below

From: Pierret, Samantha <samantha.pierret@co.goodhue.mn.us>
Sent: Wednesday, July 19, 2023 3:40 PM
To: John R. Rupp
Subject: Villa Restaurant Space

Hi John,

At Monday's meeting, the Commission was asking about the lower-level event/dining space and you indicated it may open at a public restaurant in the future. To avoid having to return for a Conditional Use Permit amendment if the space opens as a restaurant, would you like staff to add that to the report for approval by the County Board?

Yes

As I mentioned at the meeting, the Board is approving the detailed plans on paper that I have received so any changes like opening a public restaurant space where one was not indicated in the plans would need an amended permit in the future.

Understood – so please add to staff report.

Please make sure the report includes the staff testimony that the sprinkler system was required because of the fact that there is an assembly space of 300 or more. **There is no such space.** My position remains that the sprinkler system cannot be legally demanded.

I have submitted plans with the sprinkler system in order to get a building permit that has been denied me literally for years. I reserve the right to appeal the sprinkler requirement, and will after I receive my permit. If I lose the appeal the system will be installed.

The County Board will make the final decision on the Conditional Use Permit at their Thursday August 10th meeting. It will be held at 9 AM at the Goodhue County Fairgrounds in Zumbrota. 44279 County 6 BLVD Zumbrota, MN 55992.

Samantha Pierret, AICP
Goodhue County
Planner/Zoning Administrator
651-385-3103

GOODHUE COUNTY CONDITIONAL/INTERIM USE PERMIT APPLICATION

Parcel # ~~32.160.2047~~ 32.160.0040

Permit# ~~722-0058 (2)~~ 7230027

PROPERTY OWNER INFORMATION

Last Name: WILLO MARIA VENTURES, LLC
 Street Address: SUITE 100 340 CEDAR ST.
 City: ST. PAUL State: MN Zip: 55101 Attach Legal Description as Exhibit "A"
 Authorized Agent: JOHN RUPP Phone: _____
 Mailing Address of Landowner: ABOVE
 Mailing Address of Agent: ABOVE

PROJECT INFORMATION

Site Address (if different than above): 29847 COUNTY 2, FRONTENAC, MN 55026
 Lot Size: SEE SURVEY Structure Dimensions (if applicable): SEE SURVEY
 What is the conditional/interim use permit request for? COMMERCIAL RECREATIONAL ZONING
 Written justification for request including discussion of how any potential conflicts with existing nearby land uses will be minimized:
CURRENT A-2 ZONING DOES NOT ALLOW DEVELOPMENT THAT IS NEEDED TO PRESERVE THE BUILDINGS AND CREATE AREA JOBS

DISCLAIMER AND PROPERTY OWNER SIGNATURE

I hereby swear and affirm that the information supplied to Goodhue County Land Use Management Department is accurate and true. I acknowledge that this application is rendered invalid and void should the County determine that information supplied by me, the applicant in applying for this variance is inaccurate or untrue. I hereby give authorization for the above mentioned agent to represent me and my property in the above mentioned matter.

Signature of Landowner:  Date: 6/21/23
 Signature of Agent Authorized by Agent: _____

TOWNSHIP INFORMATION

Township Zoning Permit Attached? If no please have township complete below:

By signing this form, the Township acknowledges being made aware of the request stated above. In no way does signing this application indicate the Township's official approval or denial of the request.

Signature _____ Title _____ Date _____

Comments: APPROVED - SIGNED BY CLERK 11-29-2022

COUNTY SECTION _____ COUNTY FEE \$350 RECEIPT # 18131 DATE PAID 6-21-2023

Applicant requests a CUP/IUP pursuant to Article _____ Section _____ Subdivision _____ of the Goodhue County Zoning Ordinance

What is the formal wording of the request?

Shoreland _____ Lake/Stream Name _____ Zoning District _____
 Date Received _____ Date of Public Hearing _____ DNR Notice _____ City Notice _____

Action Taken: Approve Deny Conditions: _____

RECEIVED

JUN 21 2023

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. Description of purpose and planned scope of operations (including retail/wholesale activities).

See Attached

2. Planned use of existing buildings and proposed new structures associated with the proposal.

All existing buildings will be used at least in the foreseeable future. No new structures will be built until demand warrants them. Likely to be developed new structures (not part of this proposal because currently in the planning stage) would contain primarily additional boutique hotel rooms and/or cottages, long shot - an integrative health spa complex.

There are additions planned to be added to Ursuline Hall, the Pool Building, a deck on the rear of Villa Maria (formally Marian Hall), Woodhaven Lodge, and a new fireplace in Glengarda Cottage. See Plans

Use are indicated on attached plans

3. Proposed number of non-resident employees.

Within 2 years about 80 full and part time

4. Proposed hours of operation (time of day, days of the week, time of year) including special events not within the normal operating schedule.

- Hotel - normal hotel hours 24/7/365
 - Special events - over at approximately midnight, most earlier - mainly weekends, but also throughout the week.
-
-

5. Planned maximum capacity/occupancy. – see attached plans

Current Project:

- Villa Maria (Marian Hall) The number of overnight rooms will decrease to about 34 from over 100; banquet hall (former chapel) occupancy same as in the past - about 300; basement dining room/bar about 125 - no change; gymnasium about 175 - no change
- Ursuline Hall will be expanded to seat about 325 from current roughly 100
- Woodhaven Lodge will expand to seat an additional approximately 100 (TBD)
- Barn (bar) – about 100
- Glengarda Cottage – short term rental & brides use
- Woodhaven Cottage - short term rental & grooms use

Future – TBD

- Possible integrative health spa complex – long shot
- Additional hotel structures and/or cottages to allow overall efficient operations and support for needed associated amenities. Not part of current proposal.

-
6. Traffic generation and congestion, loading and unloading areas, and site access.

Traffic. The number of overnight rooms will decrease substantially from the current number, because the new hotel operation will have larger rooms with private baths replacing dorm rooms in Villa Maria. Banquet operations can easily be accommodated and serviced with current facilities, roads, and lots.

7. Off-street parking provisions (number of spaces, location, and surface materials).

The current parking lot in front of the villa will remain. At least for now. The parking lot on top of a portion of the former tennis courts will be expanded/improved when and if needed in that location.

-
8. Proposed solid waste disposal provisions.

Septic Systems are currently compliant. Any needed upgrades/expansions -- when and if required -- will be completed. A recycling strategy will be used.

9. Proposed sanitary sewage disposal systems, potable water systems, and utility services.

Septic systems are currently compliant. Changes and/or expansions will be completed as required after County and/or State review. Required upgrades will be made as needed.

Wells provide potable water.

Upgraded electrical service capacity is anticipated to accommodate HVAC upgrades in the Villa Building and other considerations – separate permits.

10. Existing and proposed exterior lighting.

There will be subtle lighting of the exterior of the historic Marian Hall Building, some landscape lighting in certain areas, and downlit path & road lighting to preserve the "dark sky".

11. Existing and proposed exterior signage.

An entrance sign and wayfinding signage will be added – design TBD

12. Existing and proposed exterior storage.

There are currently one shed and a garage/service structure. There is no need for any more buildings now, but in the future a new solution will likely need to be developed to more effectively hide this storage and accommodate further development. Plans submitted in advance for approvals.

13. Proposed safety and security measures.

A new security system will be installed with comprehensive grounds and building video surveillance – monitored 24/7 remotely and interior building systems as well.

14. Adequacy of accessibility for emergency services to the site.

Currently access is good for emergency services. Upgrades will be made as needed in consultation with the providers.

15. Potential for generation of noise, odor, or dust and proposed mitigation measures.

There will be no problematic odor or dust issues. Any weddings or events that include music will comply with local noise restrictions – exact restrictions TBD in consultation with Frontenac Township and/or County.

16. Anticipated landscaping, grading, excavation, filling, and vegetation removal activities.

A comprehensive master plan is in the process of being developed. The ambition is to eliminate invasive species; manage the White Oak Savannah Forest; develop a nature trail system & gardens, expand the small vineyard & kitchen gardens; and landscape grounds with an arboretum orientation. A Forest Stewardship Plan will be further developed. A recent meeting with a DNR official confirmed ongoing efforts are encouraged.

Currently the only significant grading – which will be minimal – will be to create a parking lot in the location of the current tennis courts and establish walkable trails and wedding ceremony sites.

17. Existing and proposed surface-water drainage provisions.

Currently there are no issues that need addressing. A topographical survey, recently completed, has provided a guide to insure that there are no conditions that negatively affect the hillsides, wet lands, and/or Wells Creek.

18. Description of food and liquor preparation, serving, and handling provisions.

There are currently two commercial kitchens which will be used, with minimal upgrades as needed, required, and approved in advance. Food served on the property will come from those kitchens (or outside caterers until demand warrants on site production). Liquor Service by a new Villa license or the University Club's off premise catering license.

New full and/or service bars will be created in the Villa, Ursuline Hall, Woodhaven Lodge and/or the barn.

All required health and other regulatory requirements will be met for the bars, kitchens, service areas and other areas needing approvals.

Management will be overseen by The University Club of Saint Paul which currently oversees the following food & beverage operations - all owned by affiliated entities. The University Club does not manage food & beverage enterprises for third parties.

- The Commodore Bar and Restaurant
- The Saint Paul Athletic Club
- The University Club of Saint Paul
- Stouts Island Lodge

LIQUOR LICENSE HAS BEEN APPLIED FOR

19. Provide any other such information you feel is essential to the review of your proposal.

See attached purpose and scope

December 2022


Villa Maria – Revised Description of Purpose and Planned Scope of Operations

The following updates are changes made to the strategic plan - made in response to the financial challenges brought on by the Pandemic and other considerations.

Previous Use (before the property closed)

The entire Villa Maria property was used since 1969, before it closed, as a retreat and special events complex, with a few private, but mostly dormitory accommodations in the school dormitory building – Marian Hall now known as Villa Maria. Meals were served to attendees – prepared in two commercial kitchens on the property. From the late 19th Century until 1969 there was a very large school building on the property when it operated as a school.

Proposed Uses

The proposed uses are very similar to the previous ones, with the only significant change the decrease in rooms in Marian Hall from well over 100 to 33 - plus 2 staff overnight rooms! The property will be developed in conformance with the approved uses allowed in a Commercial/Recreational zoned property -- Article 30, Section 3. It will be positioned as a very high-end romantic destination boutique hotel (with restaurant), retreat, and special event venues initially – one of the finest of its kind in the state. Over time (not part of the current proposal) other additions/uses will hopefully be added (but no firm dates at this time) including, but not limited to additional rooms in new cottages and/or multi-unit buildings, and other possible related uses not as yet fully imagined, such as an integrative health spa complex.

The entire complex will be referred to as the *Villa Maria Preserve*, containing individual structures described below, the major one being "Villa Maria" the former Marian Hall. A private club is being planned that will be established with among other amenities "work" options like those offered by enterprises such as *WeWork*.

The project will be developed in collaboration with various local public & private initiatives and enterprises, consistent with: an approved forest stewardship plan, preservation efforts in the National Historic District of Old Frontenac; The Lake Pepin Alliance objectives; the adjacent Frontenac State Park plans; Wells Creek planning; the DNR, DNR Fisheries & Water, the USDA, Forestry, and others; as well as participating in joint promotions and initiatives with area businesses, chambers of commerce, non-profits, festivals and other community & area activities.

The property may (TBD) eventually be converted into a condominium plat – subject of course to future approvals – to facilitate the financing, environmental planning, zoning, septic requirements for expanded uses, and in some cases fund raising for each of its component parts, including possible non-profit and/or other Minnesota Corporate Public Benefit projects. Over time additional hotel/cottage accommodation and other associated amenities may be added based on demand and contingent on all needed future approvals. Big Picture –the current project includes just the current buildings with some relatively minor additions/changes.

The property owner - Villa Maria Ventures, LLC – is currently planned to be reorganized as a Minnesota Public Benefit Corporation, a for profit legal structure which prioritizes the benefit to the public as opposed to just maximizing the return to its shareholders.

The following are the highlights of the initial stage of the development

Accommodations – Rooms, Suites, Apartments, and/or Cottages.

Marian Hall –To be known as Villa Maria - the stone former dormitory structure will be remodeled into a romantic country hotel, reminiscent of historic French country Chateaus & Villas located on historic estate properties. Current plans for the building will include the following: A total of approximately 32 spacious upper end units (plus 2 staff units), each with luxurious private baths, kitchenette, fireplace, & washer/dryers. Each unit replaces 3 to 4 smaller dorm rooms with shared bathrooms on floors one, two and three. Two additional very large units are planned on floor four – now an attic but originally planned in 1946 to contain more units in the original construction and 2 smaller overnight staff bedrooms. These fourth-floor units are currently planned to be used primarily as suites for the bride & groom.

Additional Design components:

- The chapel will be converted into a space reminiscent of a great hall in a grand historic manor house –a fabulous event venue
- Board/conference/dining room on the second floor
- Library/lounge/dining room on the third floor
- Bar/café on lower level in current cafeteria space
- Lounge/gift shop/book shop on lower
- Event space in the former gymnasium
- Winter garden indoor pool complex.
- Games areas by both the Villa and Ursuline hall: labyrinth (existing), croquet lawn, lawn bowling, lawn games, outdoor chess, putting green, badminton & tennis/pickle ball courts, petanque & bocce courts, and TBD.
- Full commercial kitchens will be reused in both the Villa Building and Woodhaven Lodge
- Some staff accommodations in Villa Building

Cottages

Glengarda Cottage – will be used as a bride's cottage and short-term rental

Starwood Cottage – formally a dorm, will be converted into a second brides & Grooms cottage and short-term rentals

Wildwood Cottage – will be used as by Grooms and as short-term rental.

Event Venues

Villa Maria (formally Marian Hall). Described above. Weddings, events & meetings of various sizes can be accommodated in the various non-residential rooms: Ballroom (former Chapel), lower-level cafe/bar (former cafeteria), Gymnasium, and conference/lounges on floors two & three (and maybe in center area of floor four).

Ursuline Hall. Continued use as a small event venue, open as a public restaurant certain days TBD. This building will be expanded somewhat to the north with the addition of lounge & bar areas and the south with outside seating under a roof structure (convertible to four season). The building will be surrounded by an outdoor terrace, garden areas connected to the complex's nature trails, a possible tent or pavilion for outdoor weddings and other events below on the main lawn, and outdoor games complex (bocce, petanque etc).

Woodhaven Lodge, Barn, and the "Playing Field". For a more informal "country" event, these buildings will be perfect. The barn will become the pre-function bar area, the former dining hall will become the banquet room/social space; and the lawn will accommodate outdoor softball games, volleyball etc etc.. The building may be expanded to accommodate wedding ceremonies/social space in inclement weather, when the garden areas cannot be used.

The Front Lawn. There is a dream that a summer music festival could be staged on the front lawn in front of the Villa someday, affiliated with other local and regional cultural events. If this festival ever happens it will of course comply with the Goodhue County Assembly Licensing Ordinance and all local standards of operation. Toilets will be brought in for events.

Hoped for Future Projects (no specific details nor dates have been determined - not psrt of this proposal)

Cottages and/or multi-unit buildings on west end of site; a multi-unit building adjacent to the Villa - where the original school structure was located; integrative health spa; and ?

Other

Traffic. Traffic will be directed to exit off of Highway 61 at Co. Rd. 2; rather than driving through Old Frontenac to reach the property by use of signage.

Parking. The existing parking lot in front of the Villa and the overflow parking area north of the Villa - which will be expanded with a landscape buffer between it and the adjacent road when parking demand requires it.

Summer Music Festival (If it ever happens). Parking will be located somewhere near highway 61 and Co. Rd. 2. Shuttles will be used from the lot to the Villa. Toilets will be portable ones for the event.

Invasive Species. A plan has been developed to try to address a variety of issues - particularly a major buckthorn problem. The last three years has seen extensive removal efforts, along with tree thinning to preserve the Oak Savannah.

Environmental - Marian Hall. Asbestos abatement has been completed

Septic. All systems are compliant. Upgrades will be completed as needed/required. Hoped for connection to Lake City system when and if available.

Retail. There may be a gift/wine shop – being studied

Pond. Planned for east of County 2 Boulevard on both Villa and Park property and in ravine on south side of property

View Corridor (Longshot). My understanding is that the Frontenac Park plan - going back 50 years – preserved a view of the lake from the Villa across land retained by the Sisters. In conversation with them their understanding was that when the park purchased land the view could still be maintained at Villa expense. No paperwork has been found *yet*. The view of, and from, the lake (including the Wisconsin side) would help further position the property as the Lake Pepin Landmark it is, and deserves to be.

NOTE:
UNDEVELOPED AREAS TO BE
MANAGED BY REGISTERED
WOODLAND STEWARDSHIP PLAN

AREA - G

AREA FOR POSSIBLE FUTURE
HOTEL EXPANSION/SPA/COTTAGES
(MAY INCLUDE AREA-C)

AREA - C

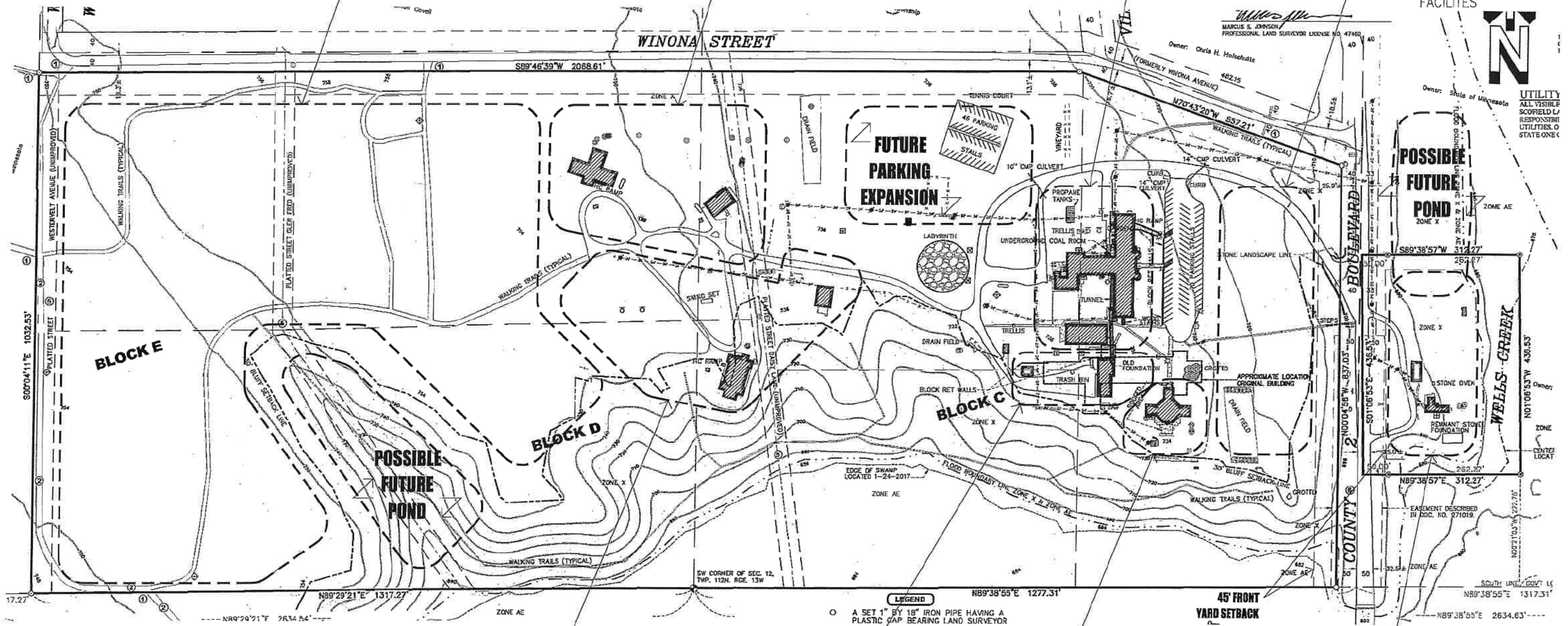
STARWOOD LODGE/WILDWOOD COTTAGE:
- BRIDES & GROOMS USE
- SHORT TERM RENTAL USE

AREA - A

VILLA MARIA (FORMERLY
MARIAN HALL)/POOL BLDG.:
- HOTEL USE
- EVENT SPACE USE

FRONT LAWN

EVENT SPACE &
AREA FOR FUTURE
SUMMER/FALL MUSIC
FESTIVAL W/ POSSIBLE
FUTURE EVENT SUPPORT
FACILITIES



WILDWOOD COTTAGE

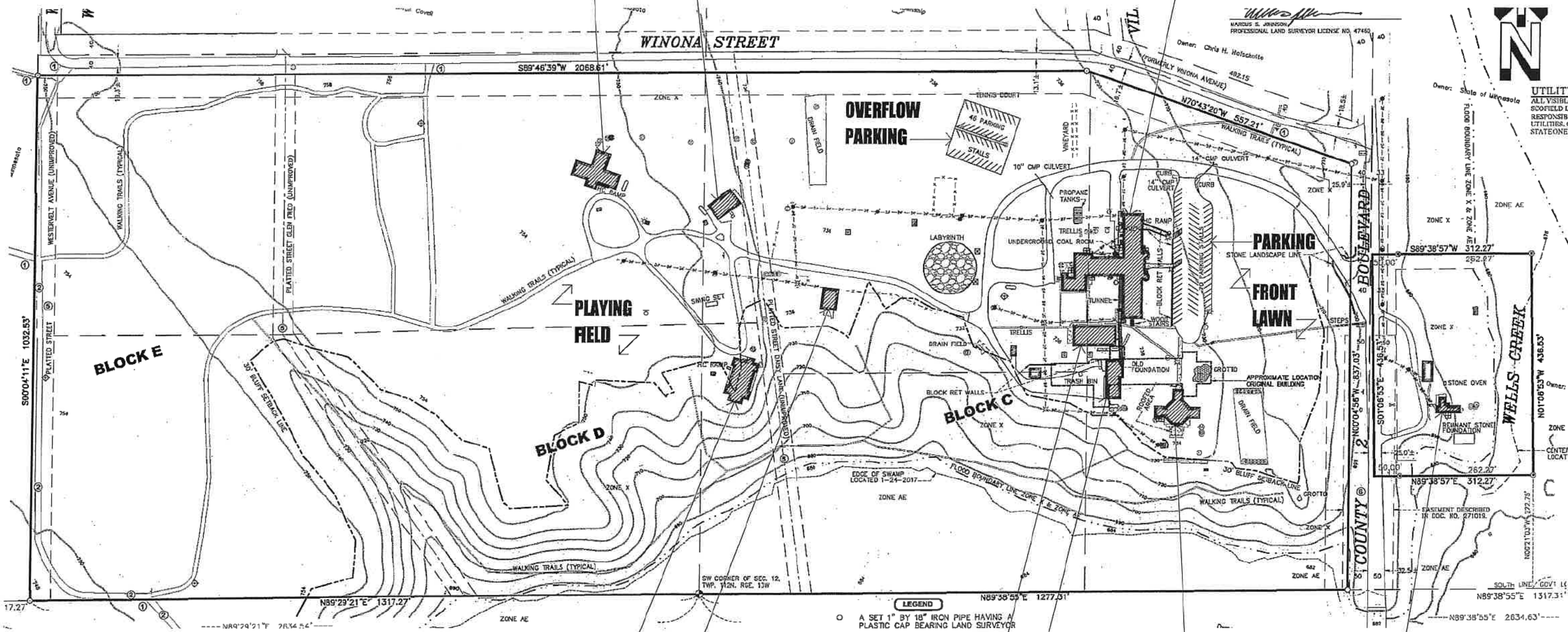
SEE SHEET 11

STARWOOD COTTAGE

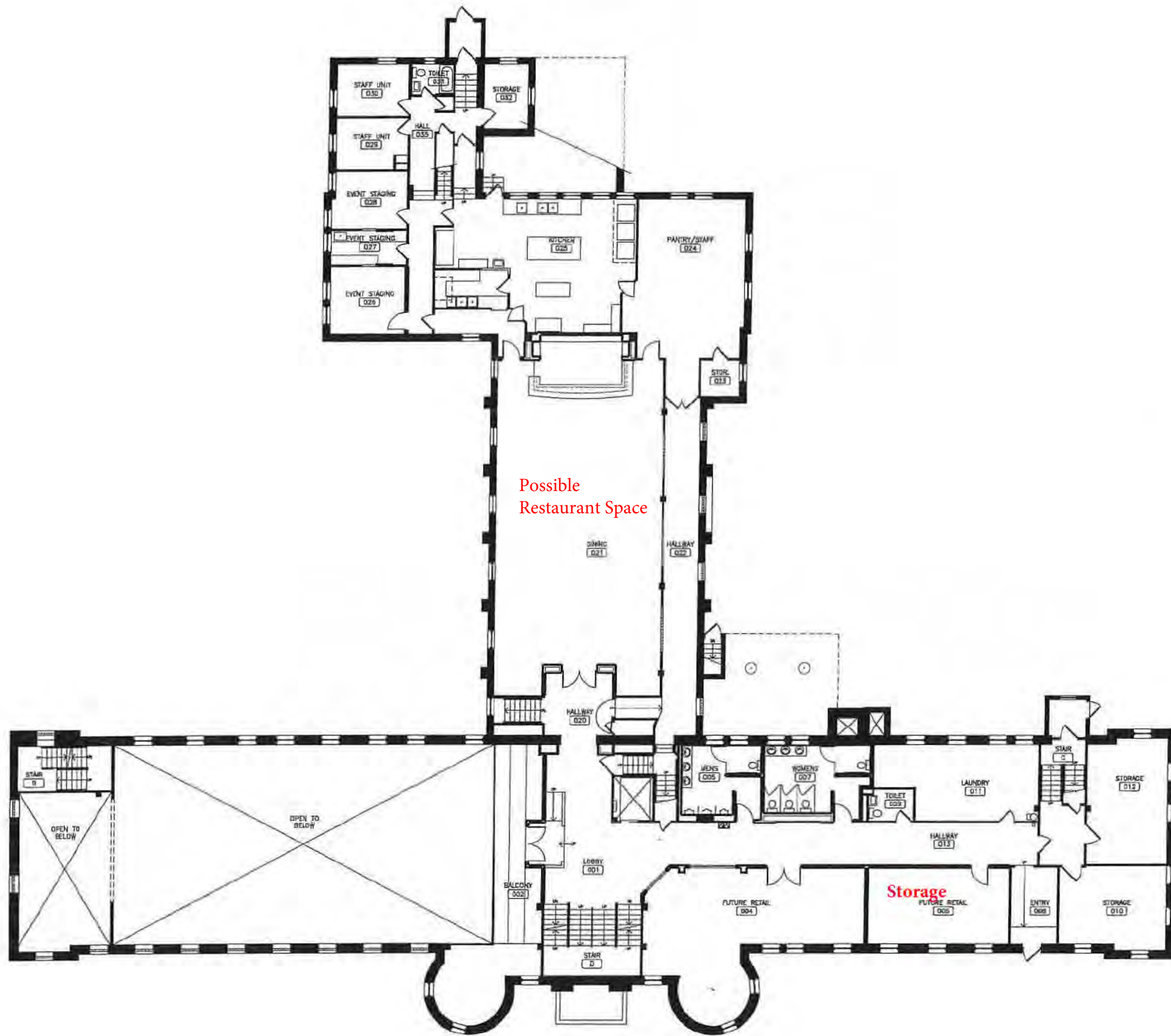
SEE SHEET 10

VILLA MARIA

(FORMERLY MARIAN HALL)
SEE SHEETS 02-07

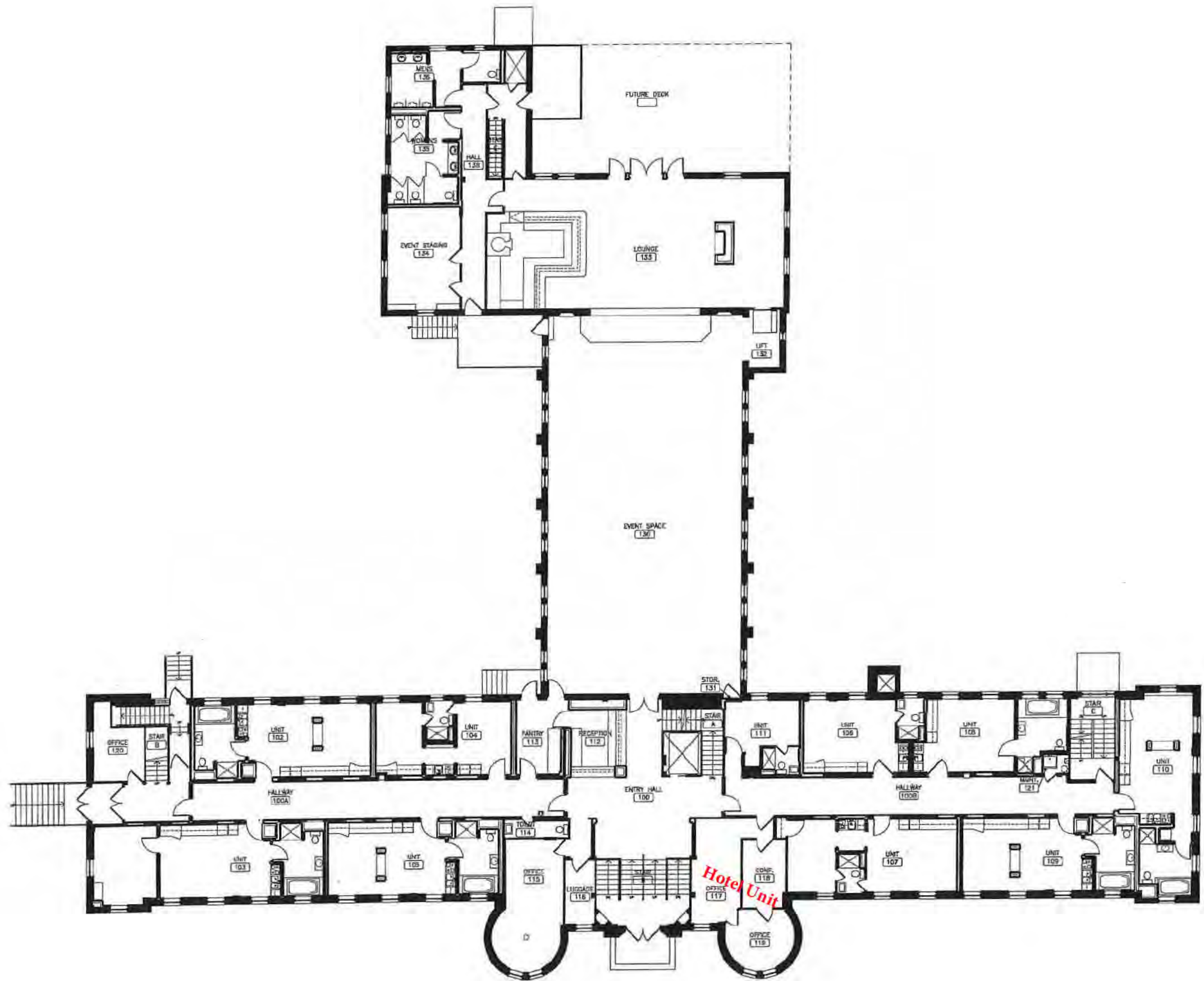


UTILITY
ALL VISIBLE
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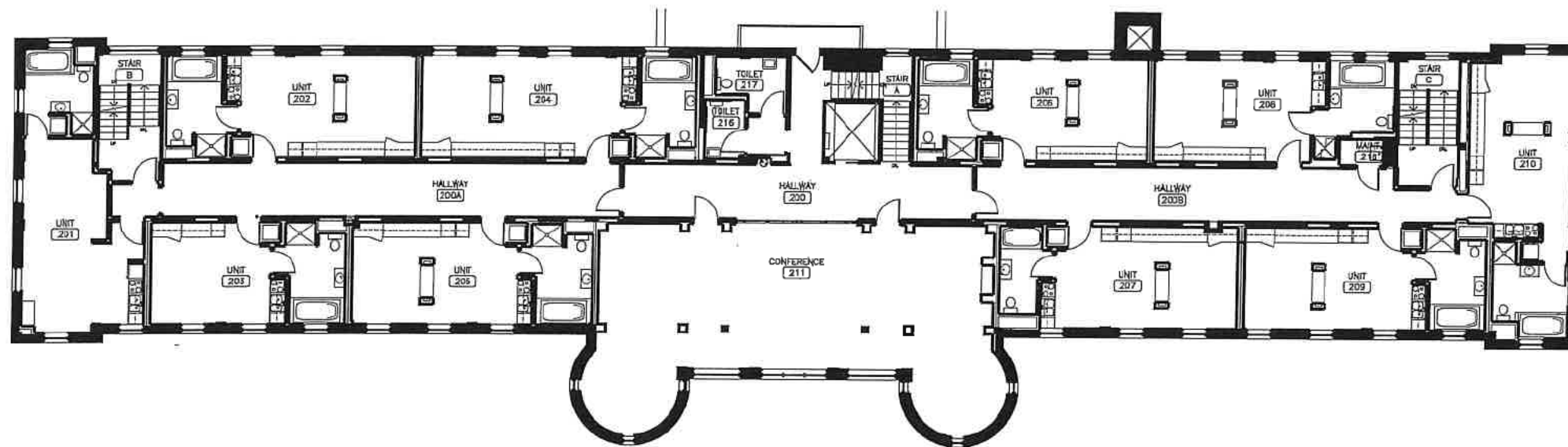


1 LOWER LEVEL PLAN

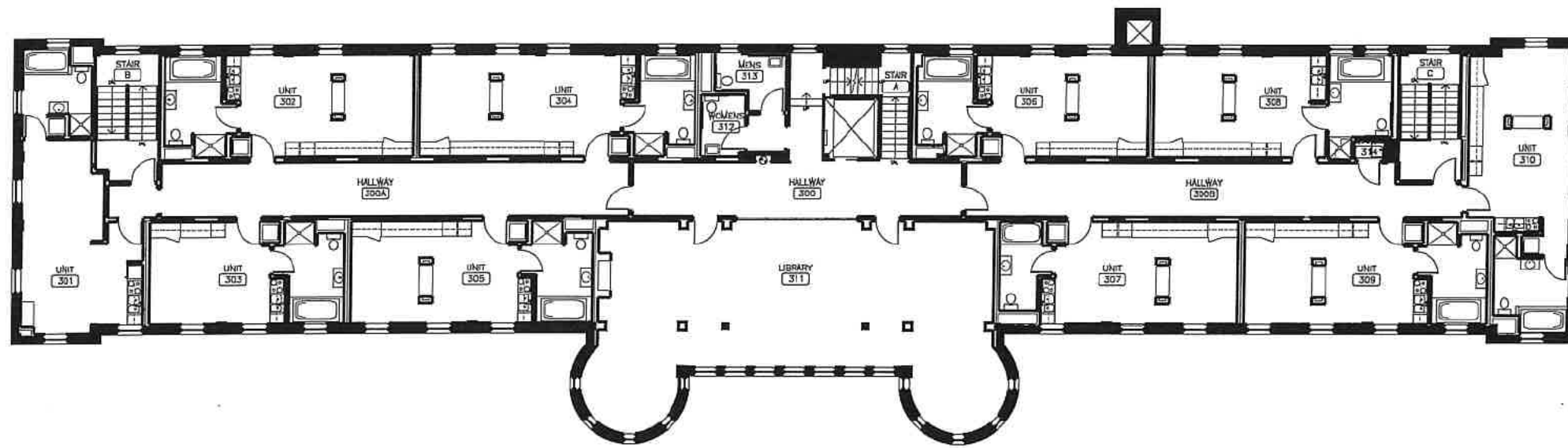
EXISTING BUILDING AREA	
Lower Level:	14,177 SF
Main Level:	17,575 SF
Second Level:	8,456 SF
Third Level:	8,456 SF
Fourth Level:	8,456 SF
Basement:	7,480 SF
Total Building Area:	64,600 SF



1 MAIN LEVEL PLAN

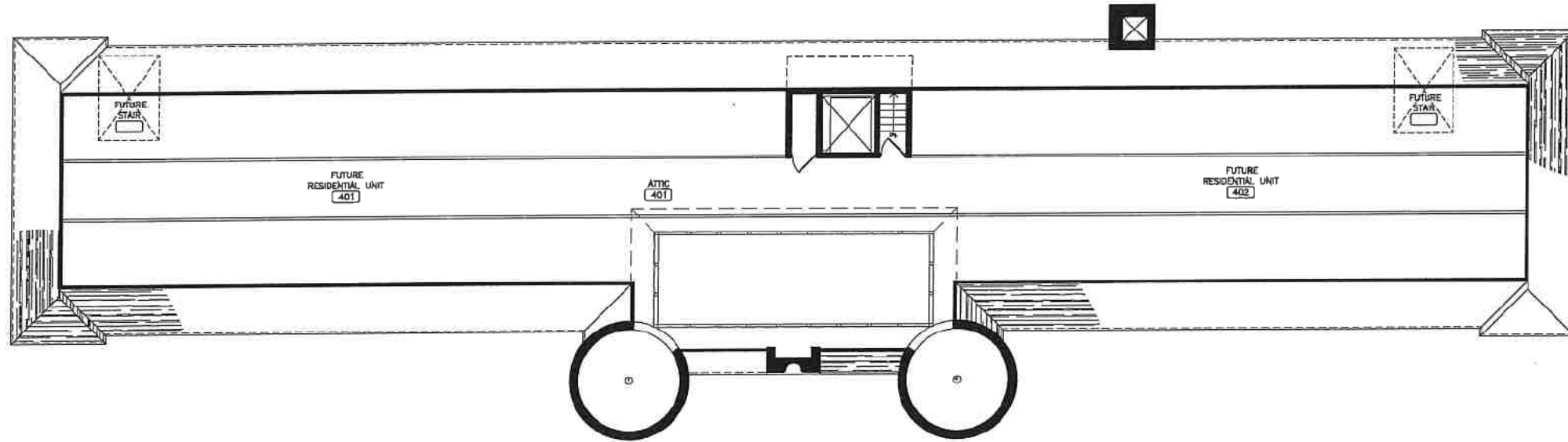


1 SECOND LEVEL PLAN

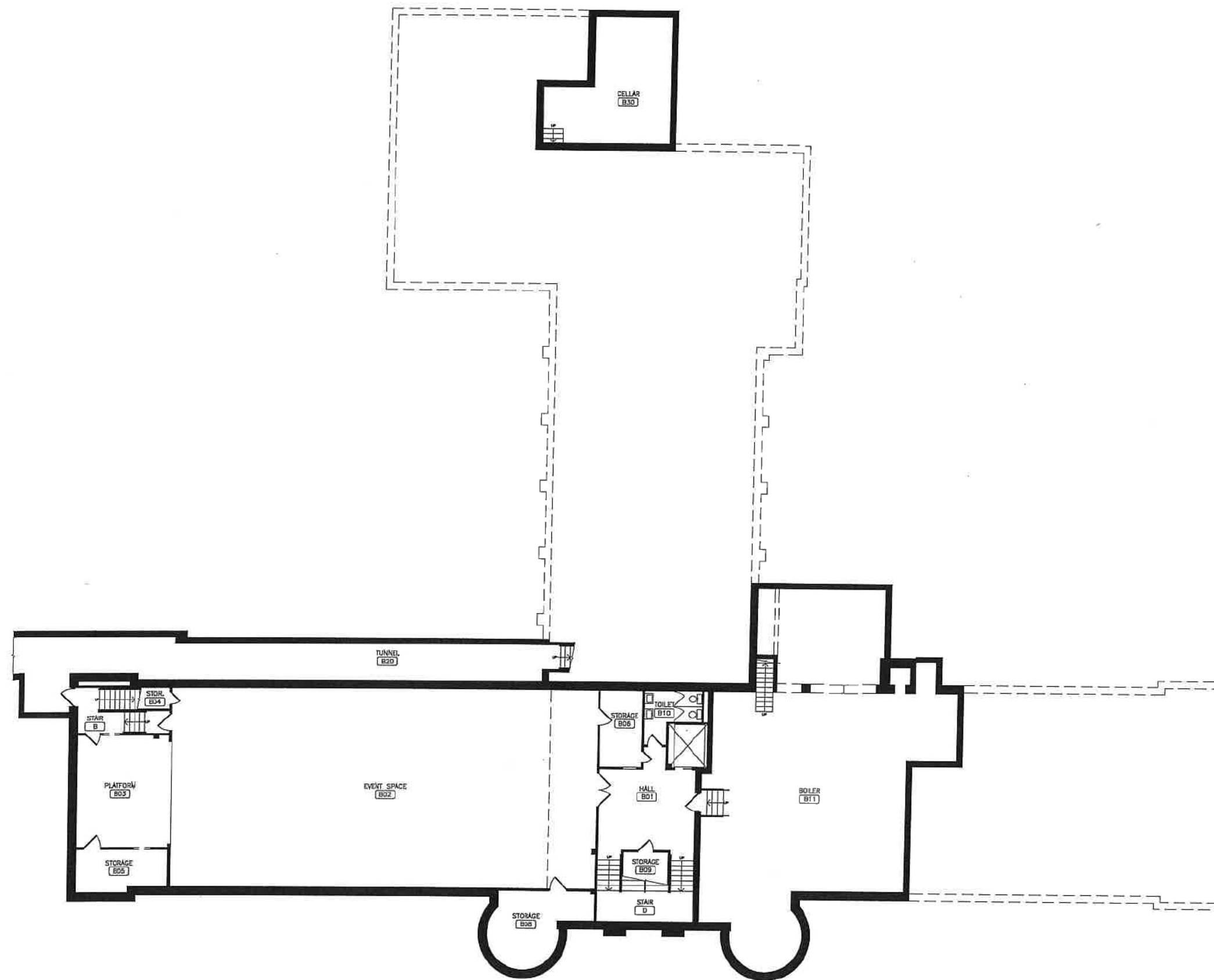


1 THIRD LEVEL PLAN



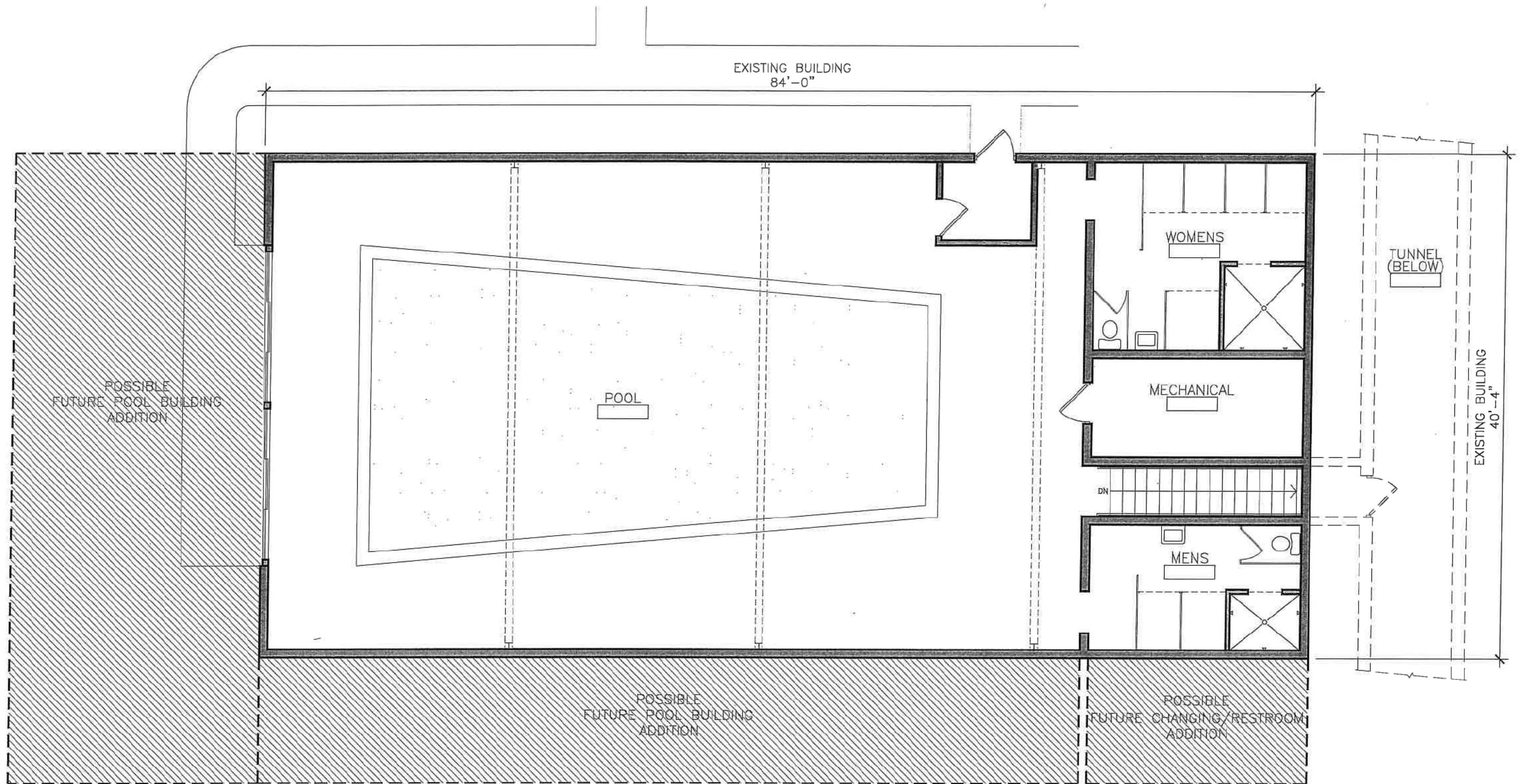


1 FOURTH LEVEL PLAN



1 BASEMENT PLAN

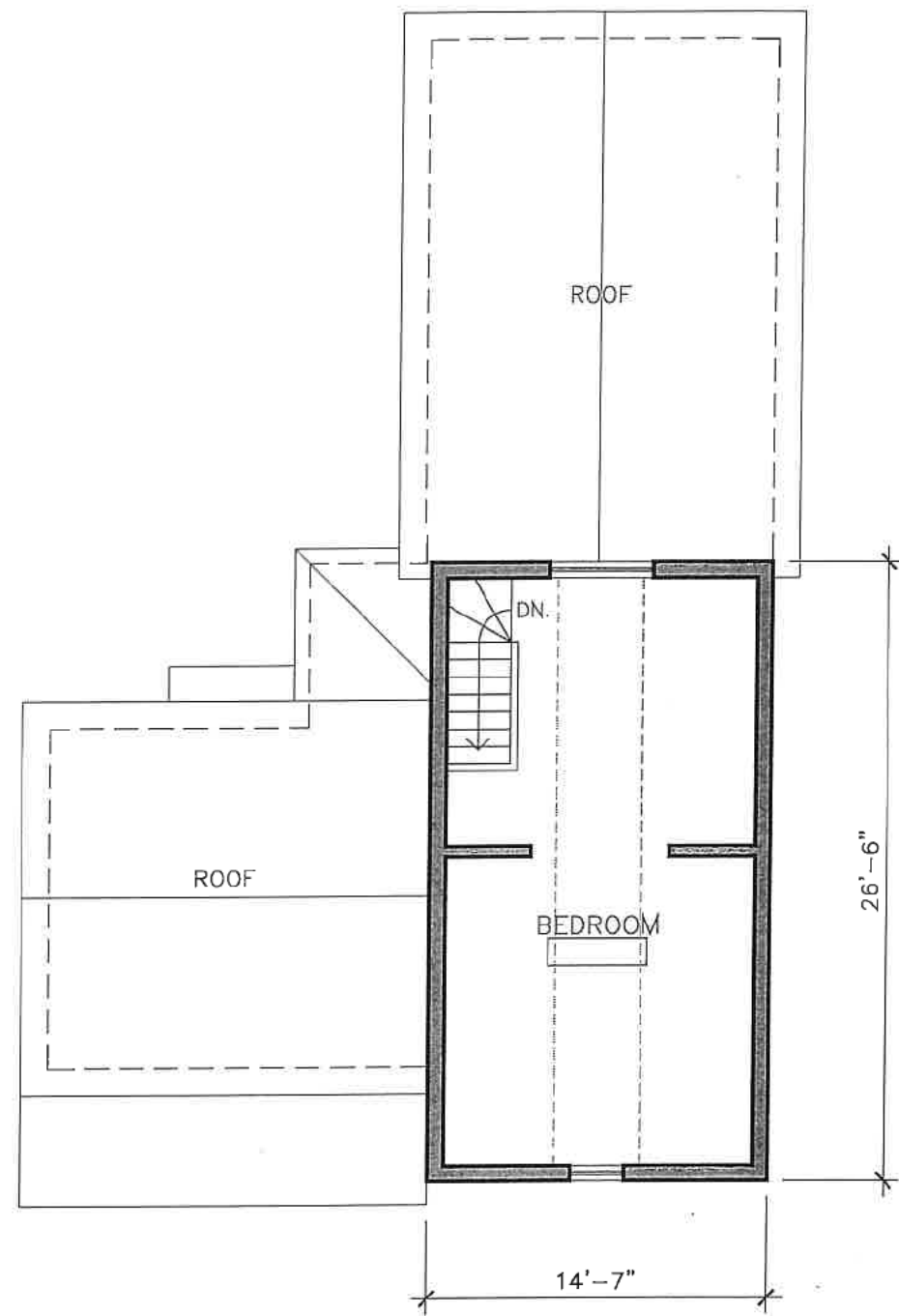




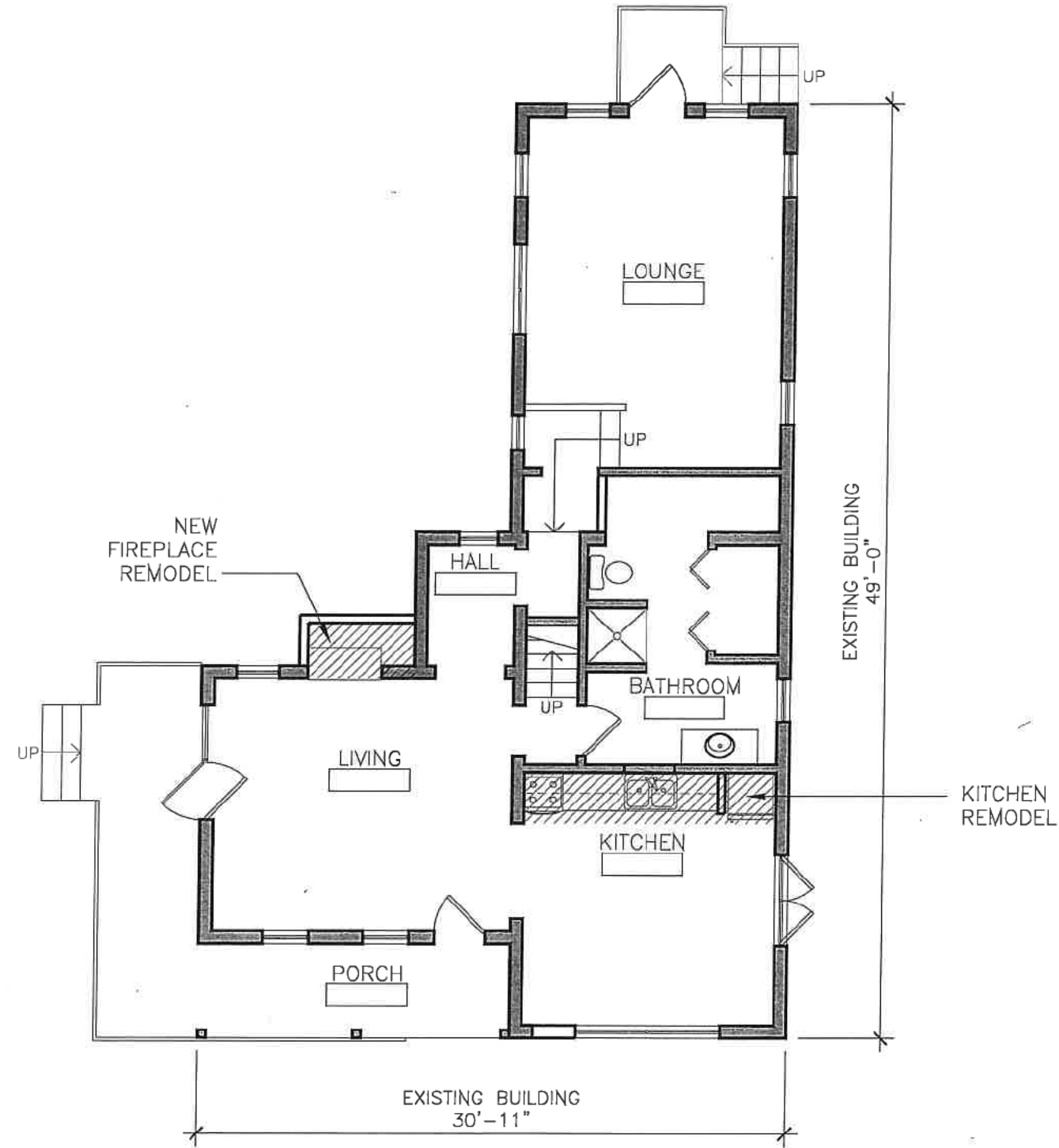
1 MAIN LEVEL PLAN

EXISTING BUILDING AREA
Main Level: 3,388 SF



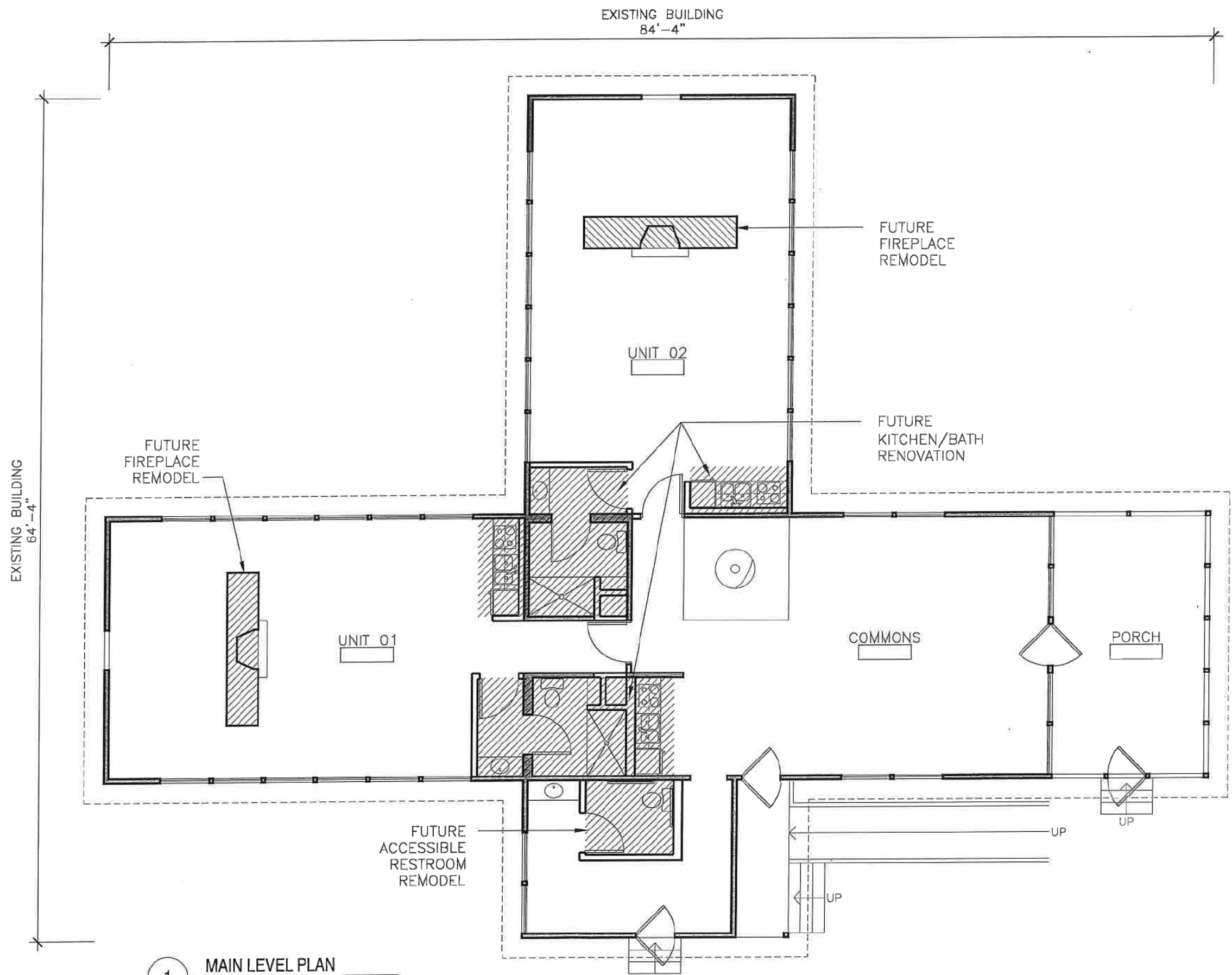


2 UPPER LEVEL PLAN



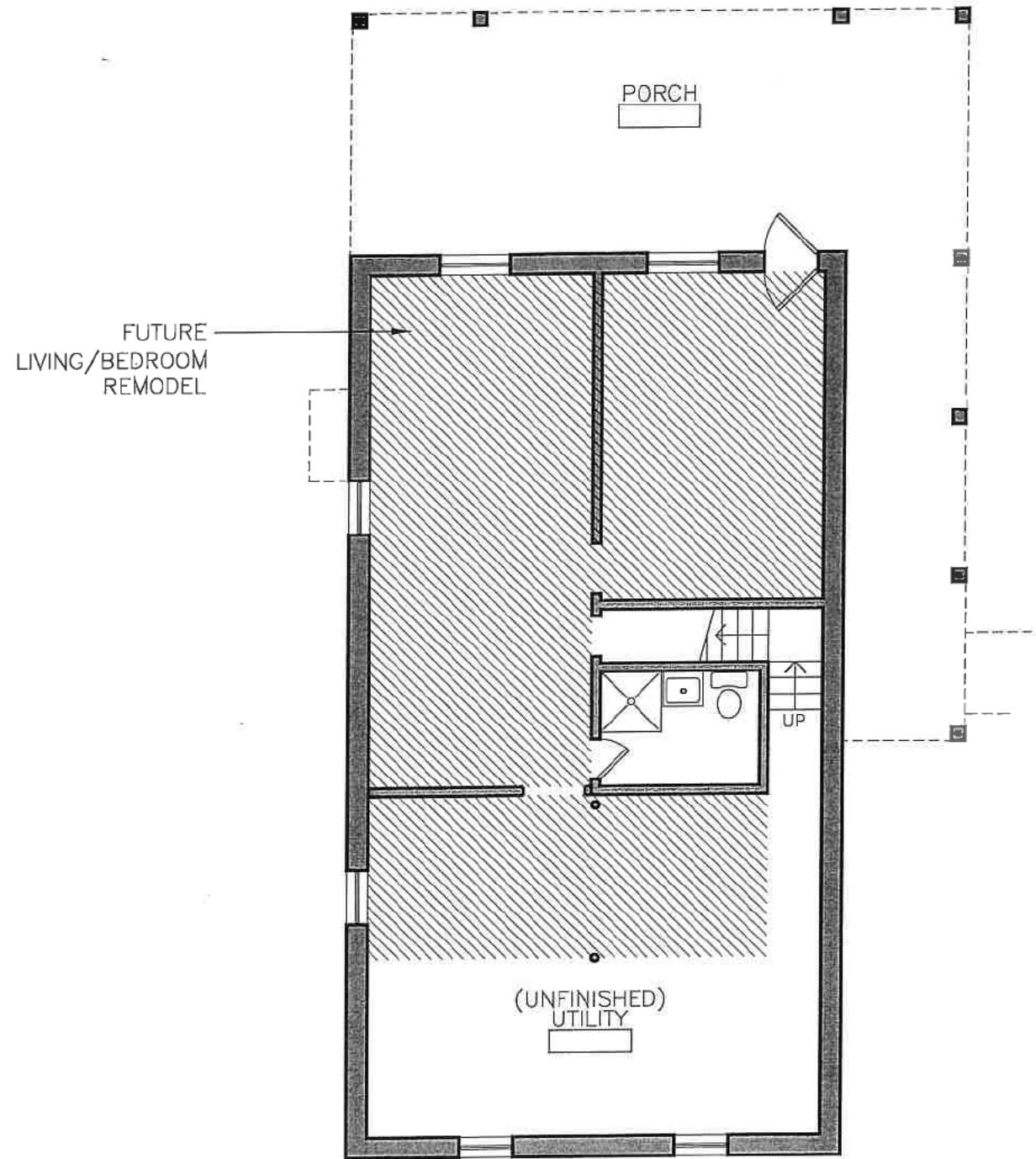
1 MAIN LEVEL PLAN

EXISTING BUILDING AREA	
Main Level:	1,091 SF
Upper Level:	387 SF
Total Building Area:	1,478 SF

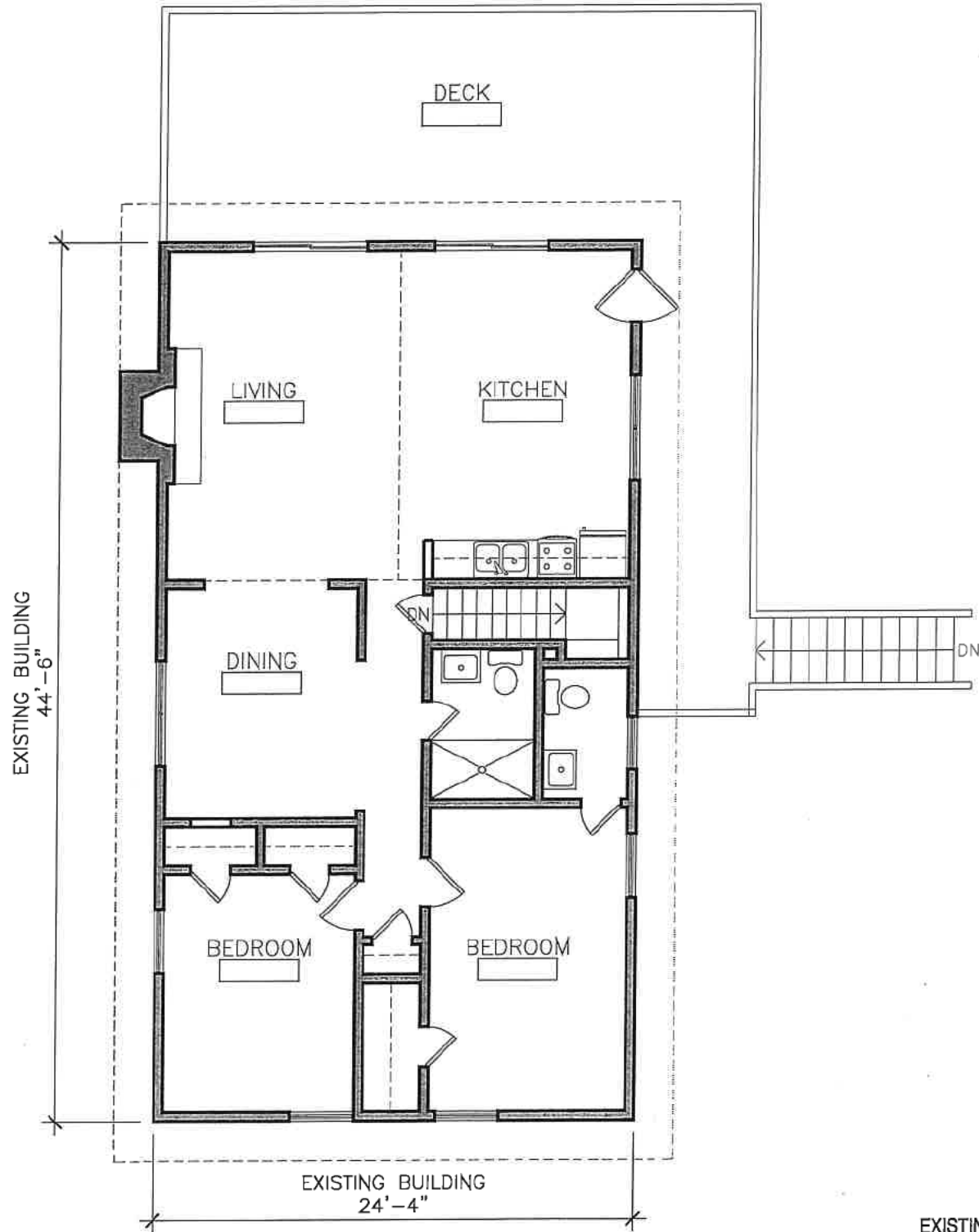


1 MAIN LEVEL PLAN

EXISTING BUILDING AREA
Main Level: 2,562 SF

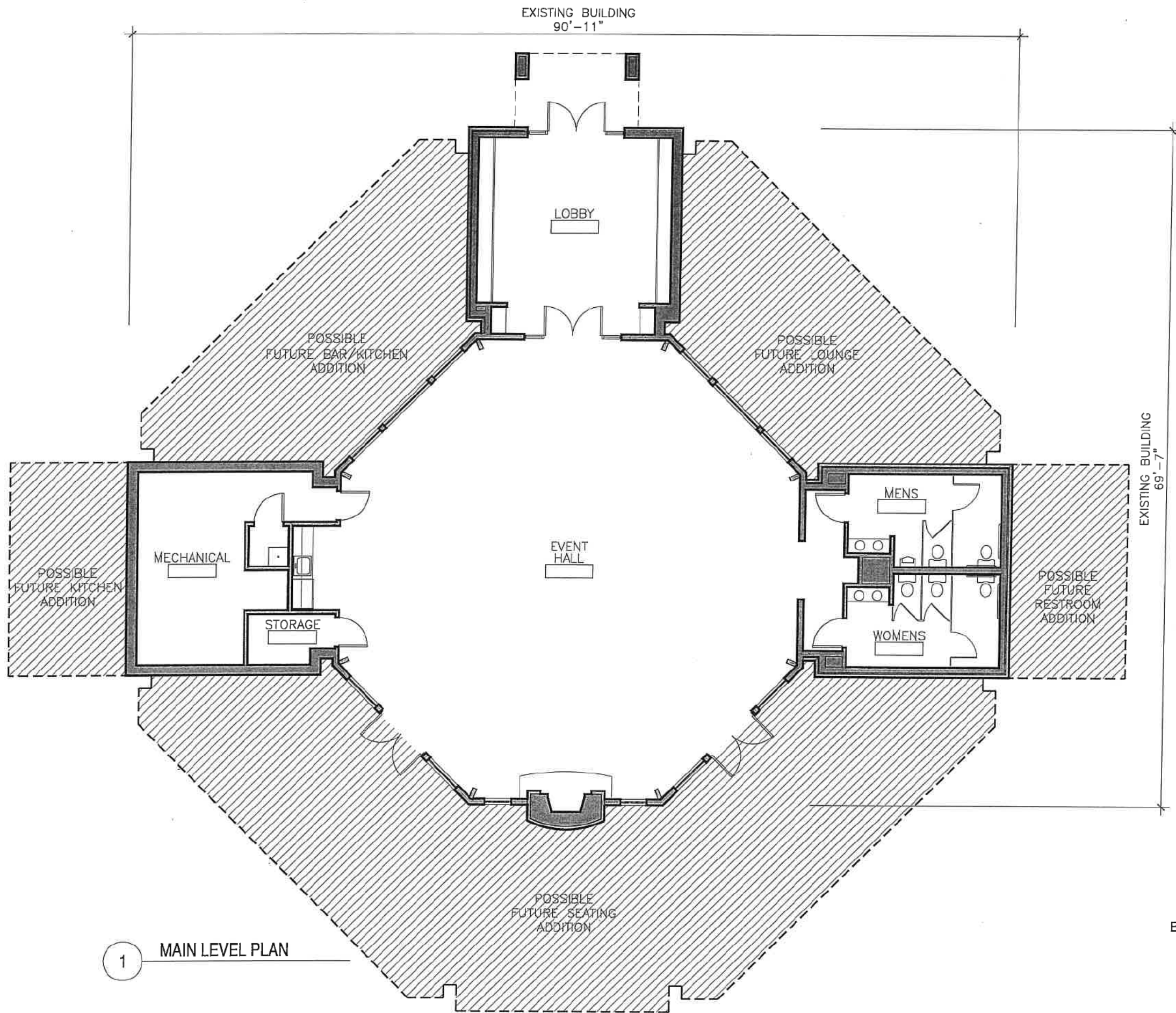


2 LOWER LEVEL PLAN



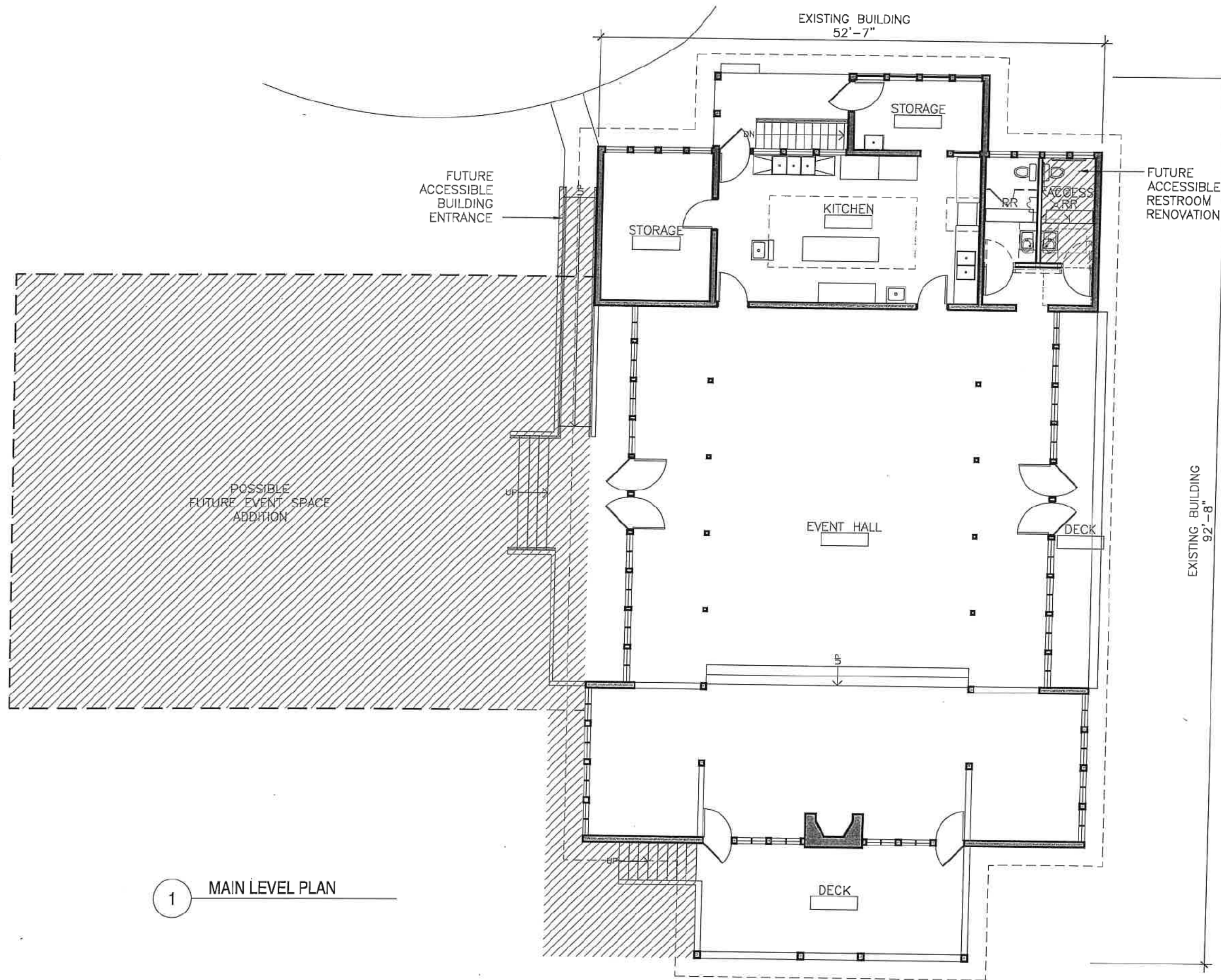
1 MAIN LEVEL PLAN

EXISTING BUILDING AREA	
Main Level:	1,083 SF
Lower Level:	1,083 SF
Total Building Area:	2,166 SF



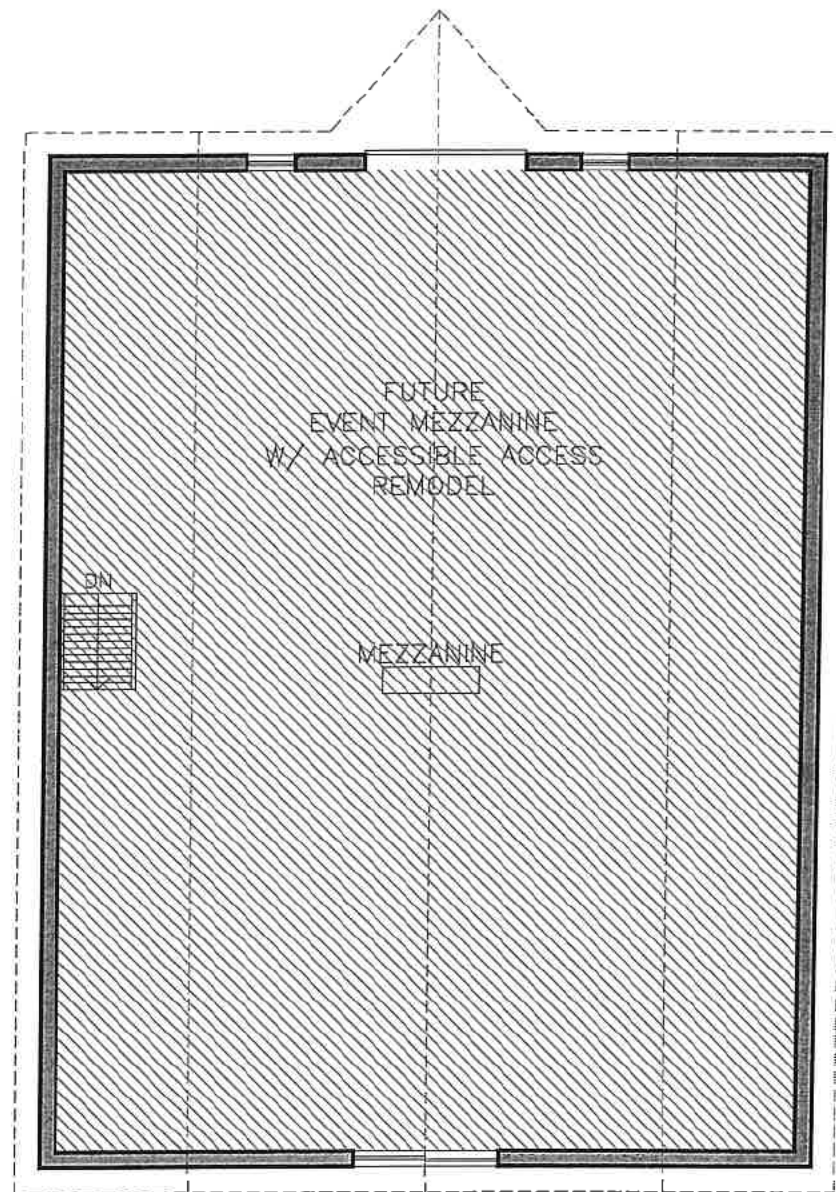
1 MAIN LEVEL PLAN

EXISTING BUILDING AREA
Main Level: 3,452 SF

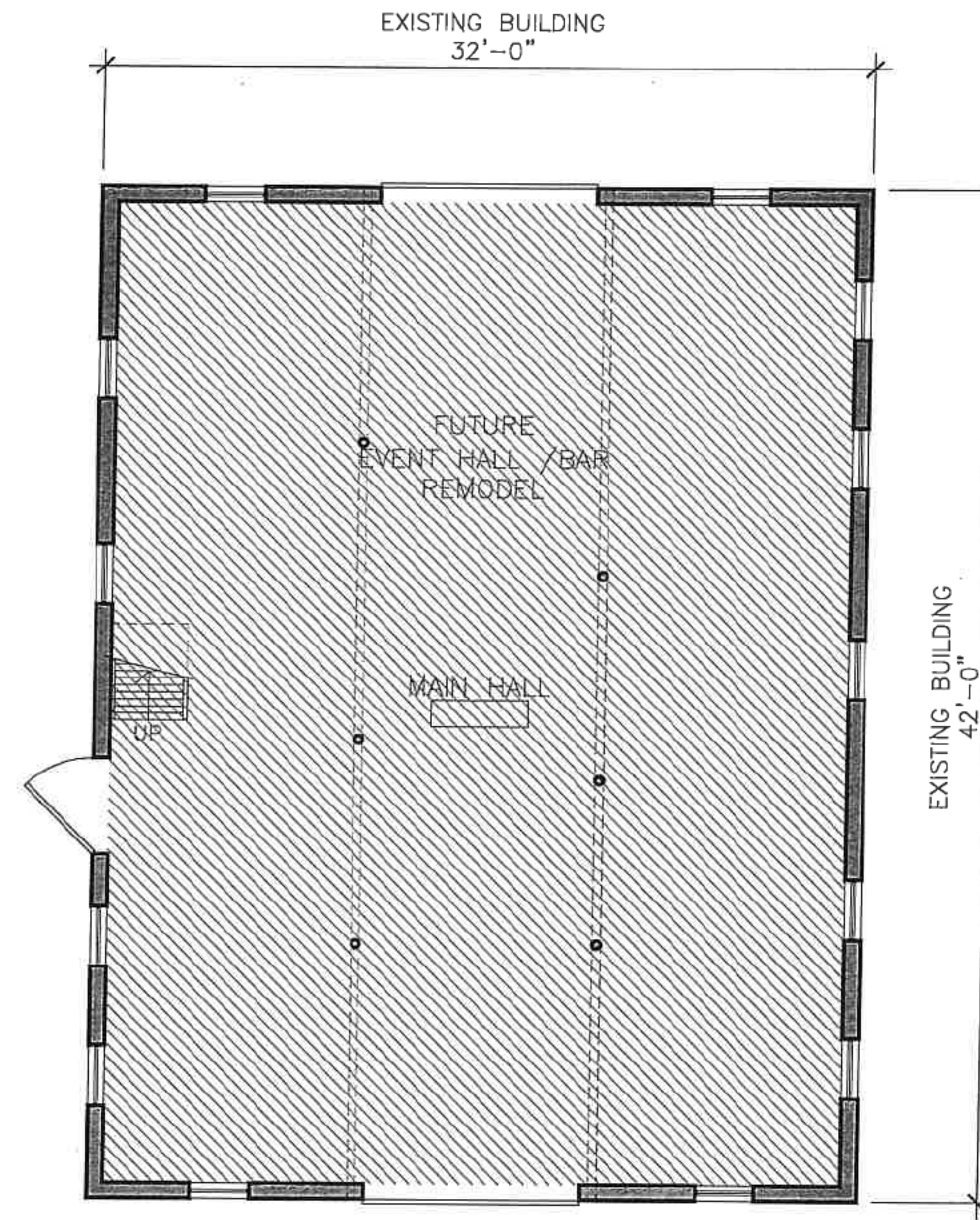


1 MAIN LEVEL PLAN

EXISTING BUILDING AREA	
Main Level:	4,425 SF
Lower Level:	939 SF
Total Building Area:	5,354 SF

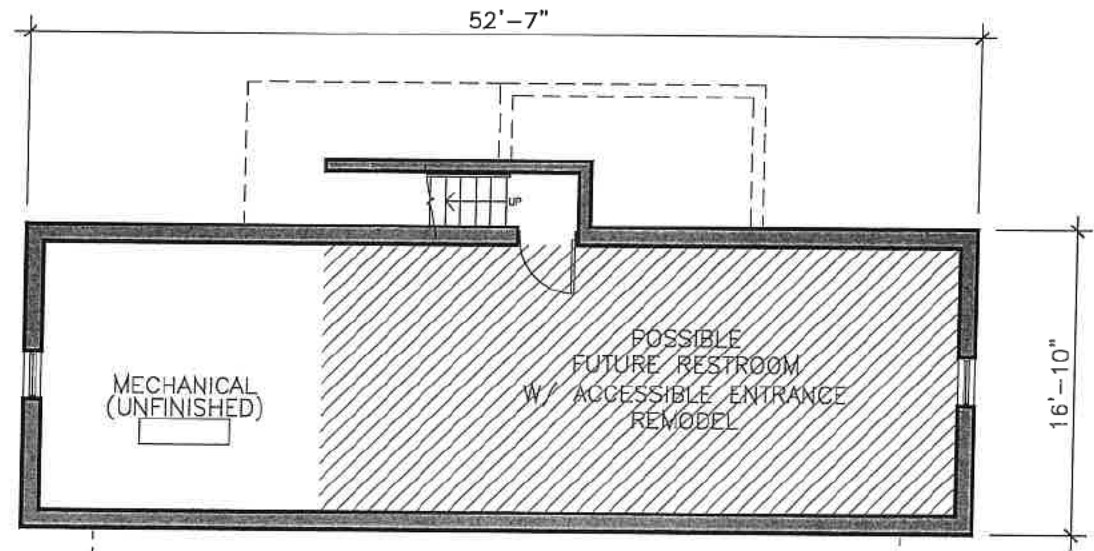


2 MEZZANINE LEVEL PLAN

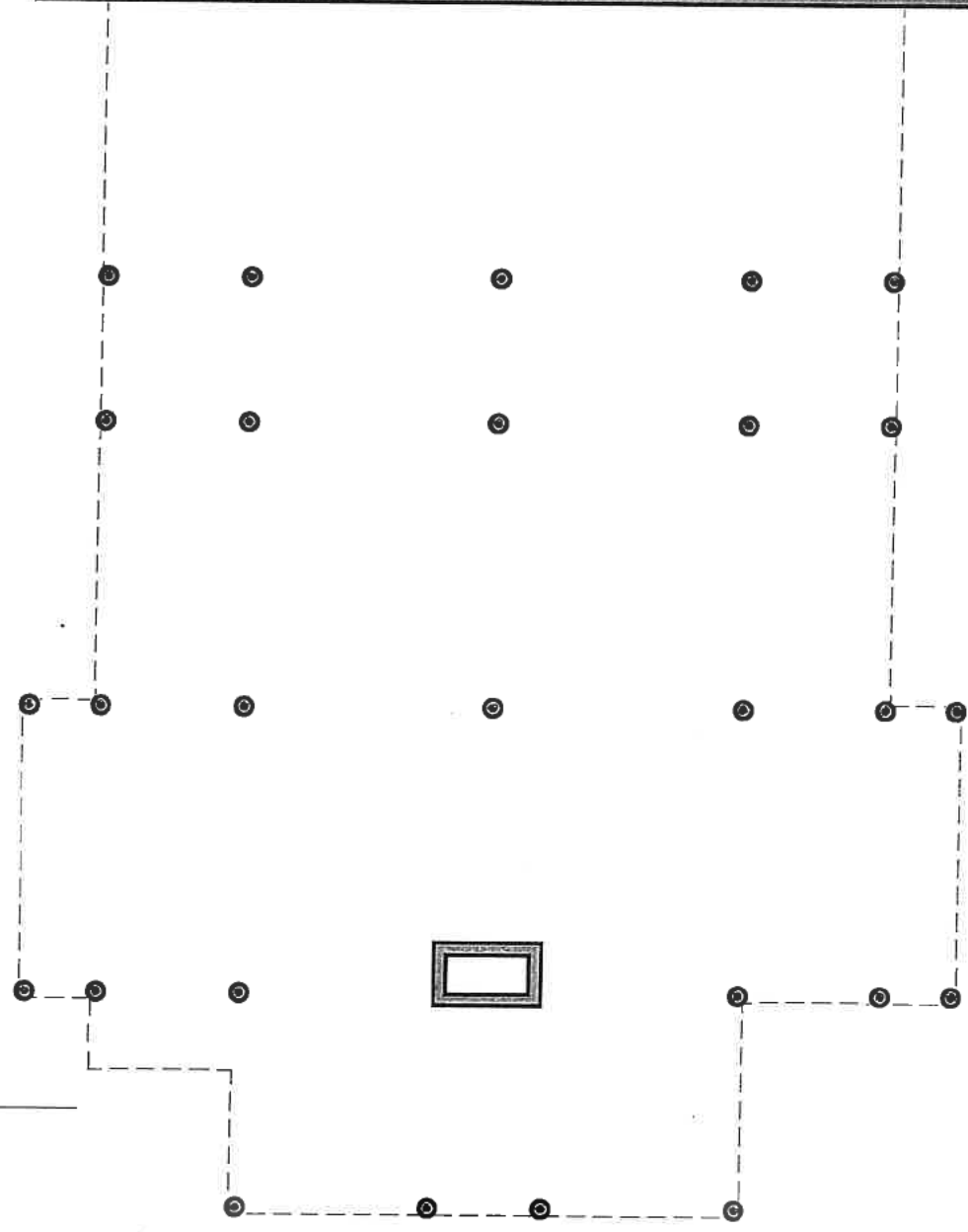


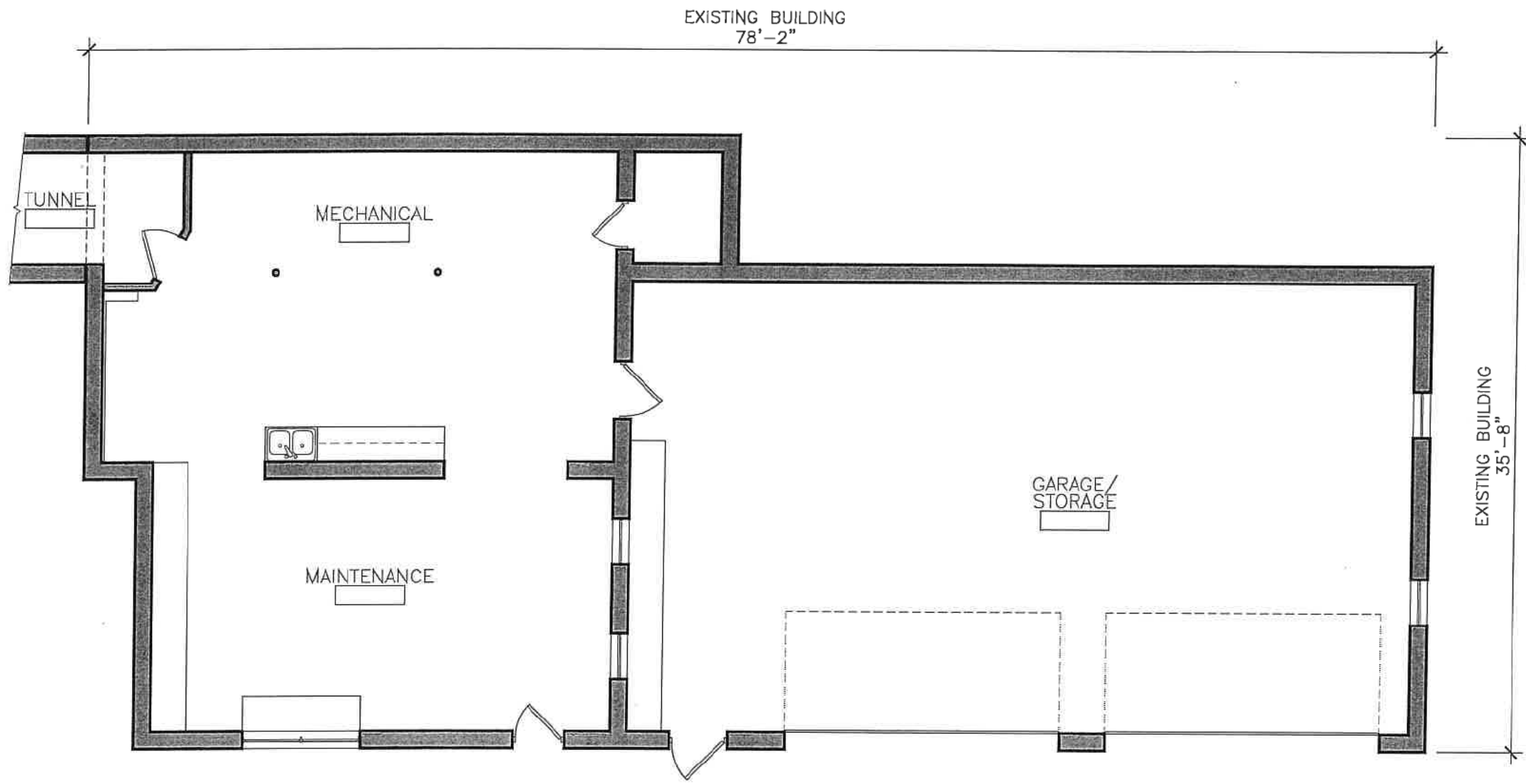
1 MAIN LEVEL PLAN

EXISTING BUILDING AREA	
Main Level:	1,344 SF
Mezzanine Level:	1,344 SF
Total Building Area:	2,688 SF



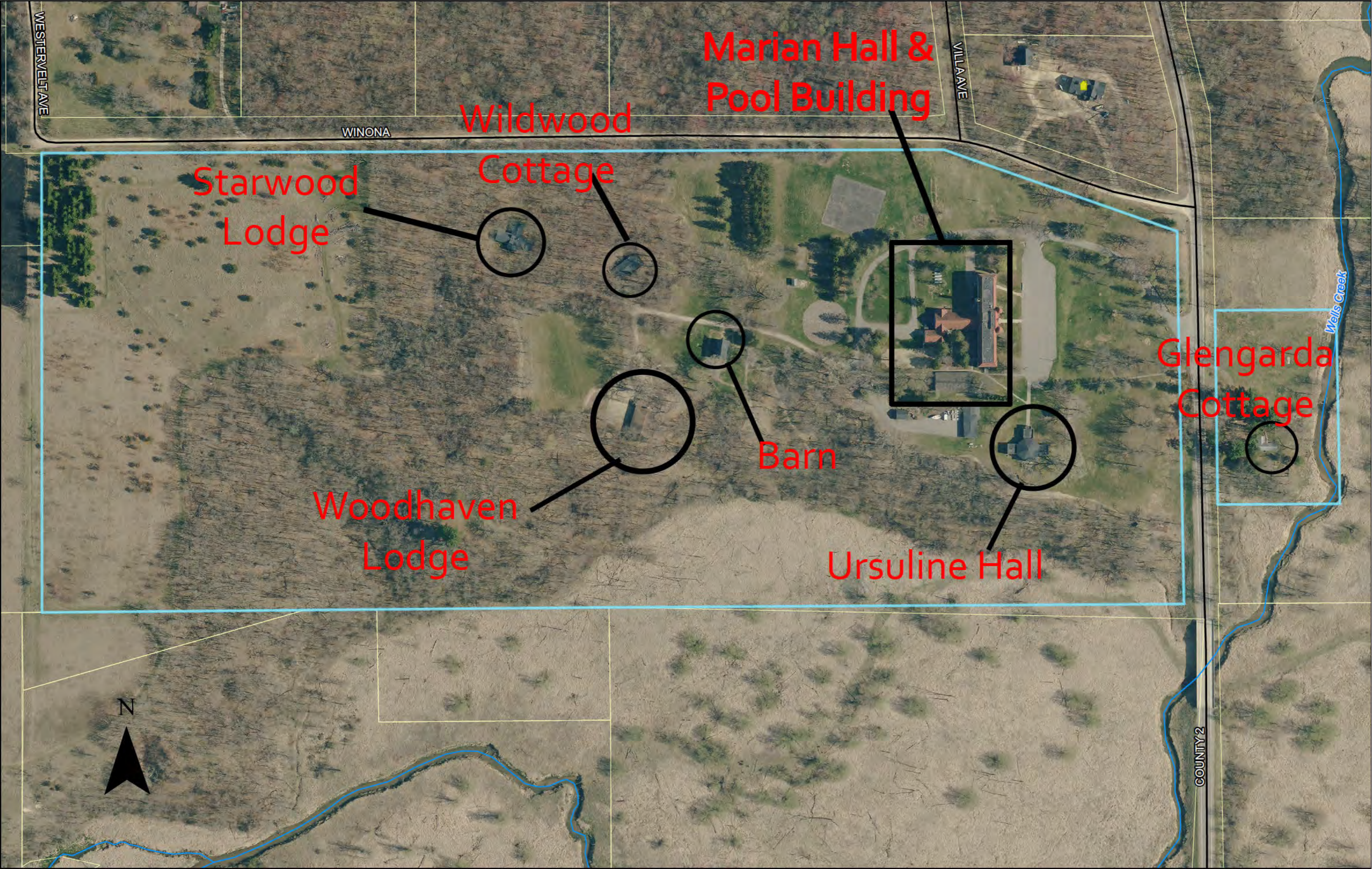
1 LOWER LEVEL PLAN





1 MAIN LEVEL PLAN

EXISTING BUILDING AREA
Main Level: 2,438 SF



WESTERVELT AVE

WINONA

VILLA AVE

COUNTY 2

Marian Hall & Pool Building

Wildwood Cottage

Starwood Lodge

Glengarda Cottage

Barn

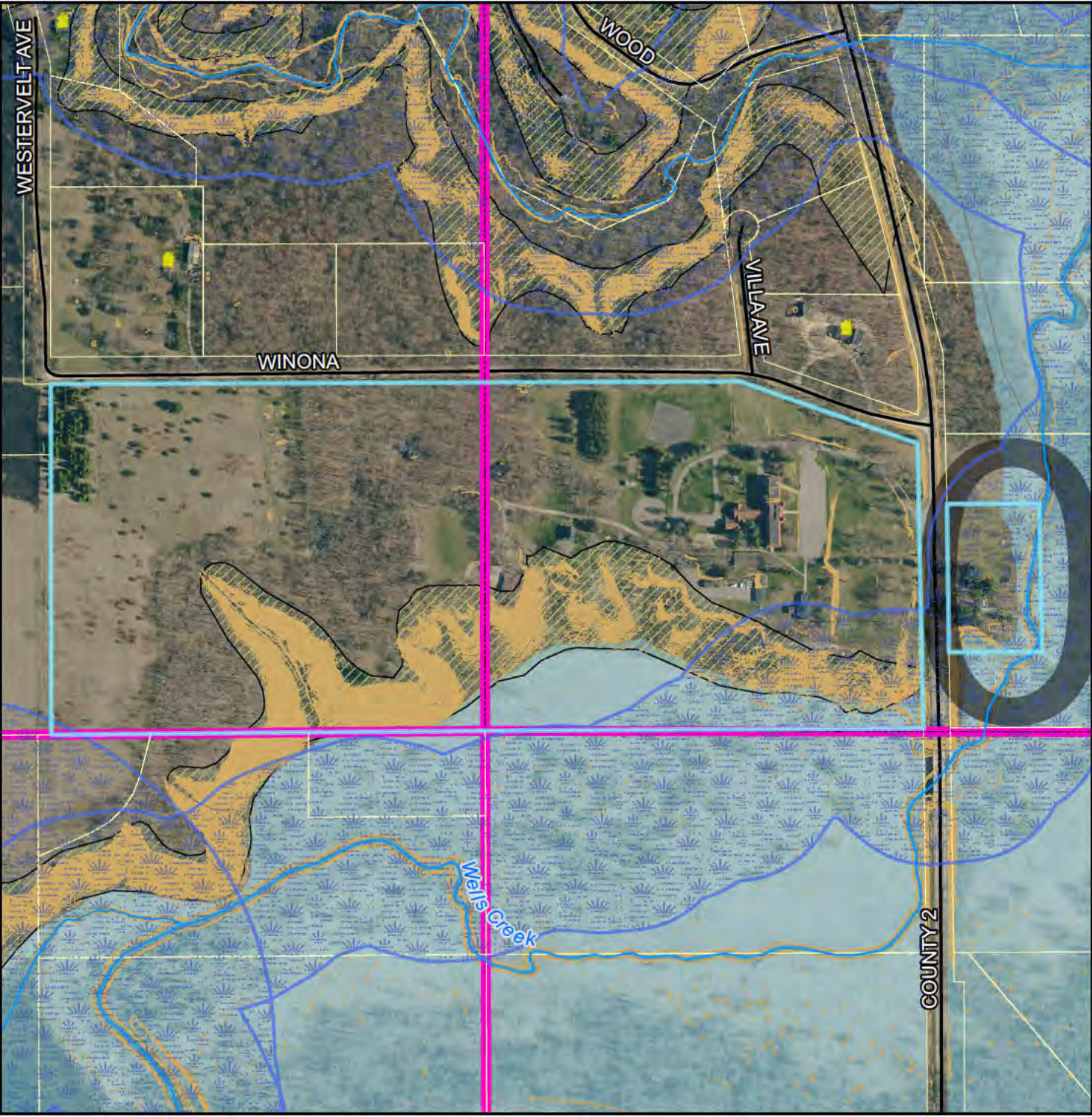
Woodhaven Lodge

Ursuline Hall



Wells Creek

MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

PAC Meeting
 July 17, 2023
 Villa Maria Ventures, LLC (Owner)
 John Rupp (Chief Manager)

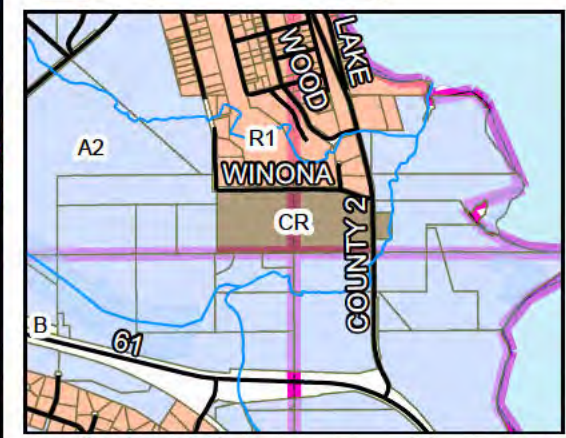
CR Zoned District

Blocks C, D, E of Garrards South Extension
 Plat and part of the SE 1/4 of the SW 1/4
 of Section 12 TWP 112 Range 13
 in Florence Township

Request for CUP to establish an Event
 Center and Resort Facility

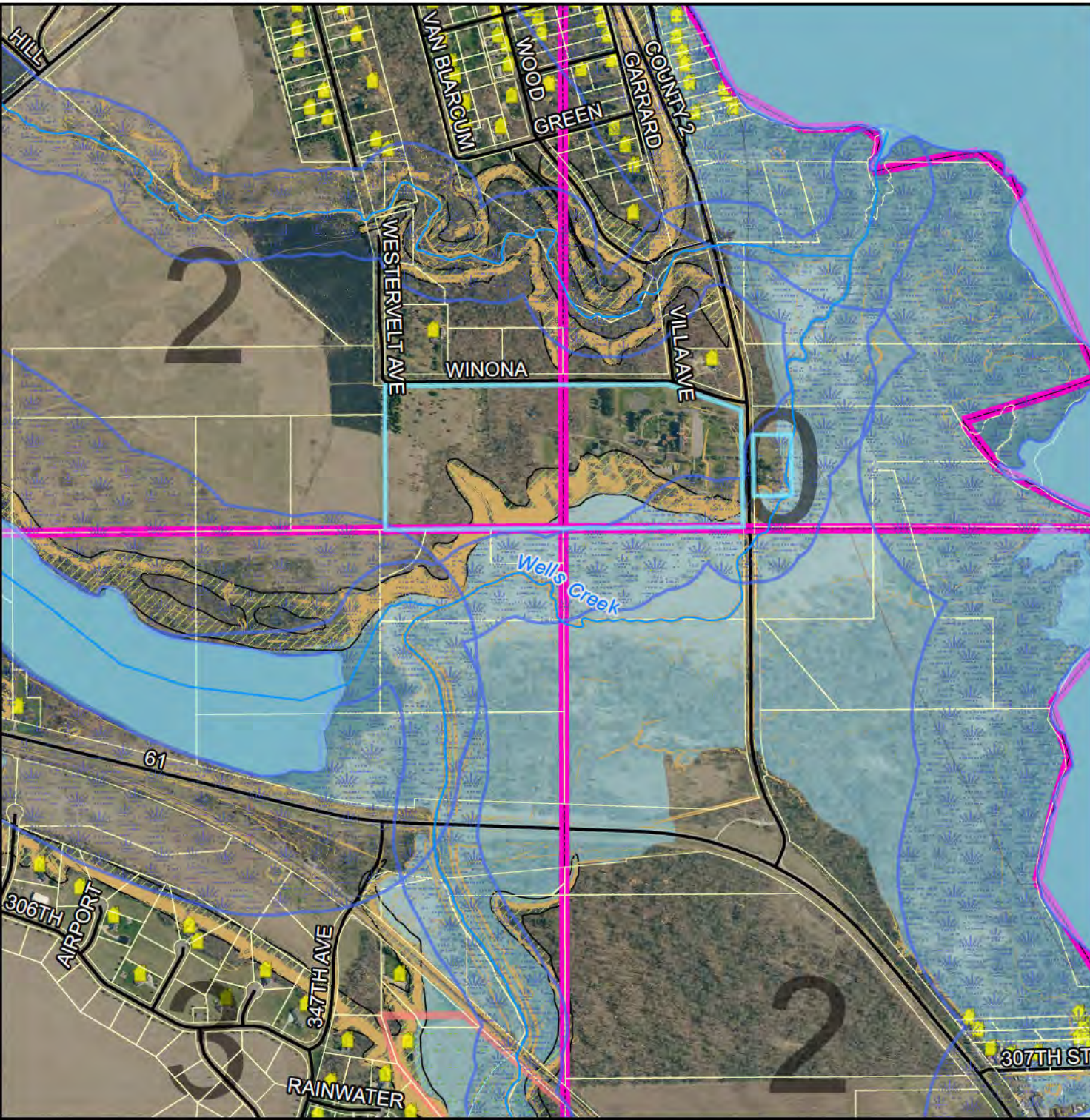
Legend

- | | |
|----------------------------|-----------------------------------|
| Intermittent Streams | Bluff Impact Zones (% slope) 20 |
| Protected Streams | Bluff Impact Zones (% slope) 30 |
| Lakes & Other Water Bodies | FEMA Flood Zones 2% Annual Chance |
| Shoreland | FEMA Flood Zones A |
| Historic Districts | FEMA Flood Zones AE |
| Parcels | FEMA Flood Zones AO |
| Registered Feedlots | FEMA Flood Zones X |
| Dwellings | |
| Municipalities | |



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PLANNING COMMISSION

PAC Meeting
 July 17, 2023
 Villa Maria Ventures, LLC (Owner)
 John Rupp (Chief Manager)

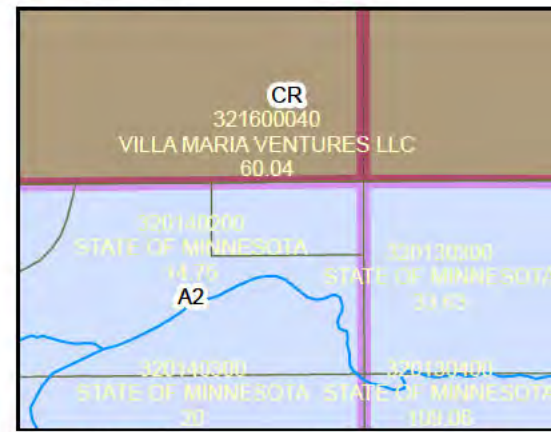
CR Zoned District

Blocks C, D, E of Garrards South Extension
 Plat and part of the SE 1/4 of the SW 1/4
 of Section 12 TWP 112 Range 13
 in Florence Township

Request for CUP to establish an Event
 Center and Resort Facility

Legend

- | | | | |
|--|----------------------------|--|------------------------------|
| | Intermittent Streams | | Bluff Impact Zones (% slope) |
| | Protected Streams | | 20 |
| | Lakes & Other Water Bodies | | 30 |
| | Shoreland | | FEMA Flood Zones |
| | Historic Districts | | 2% Annual Chance |
| | Parcels | | A |
| | Registered Feedlots | | AE |
| | Dwellings | | AO |
| | Municipalities | | X |



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MAP 03: ELEVATIONS



PLANNING COMMISSION

PAC Meeting
 July 17, 2023
 Villa Maria Ventures, LLC (Owner)
 John Rupp (Chief Manager)

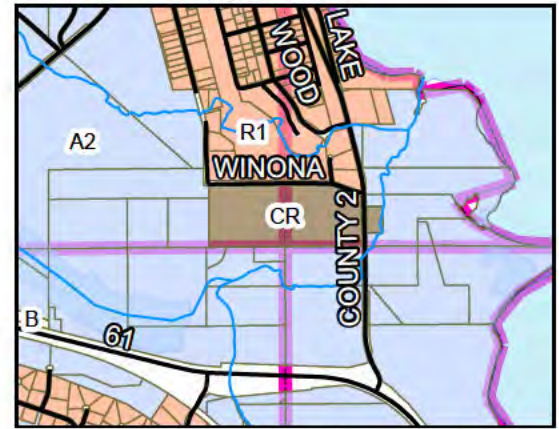
CR Zoned District

Blocks C, D, E of Garrards South Extension
 Plat and part of the SE 1/4 of the SW 1/4
 of Section 12 TWP 112 Range 13
 in Florence Township

Request for CUP to establish an Event
 Center and Resort Facility

Legend

- Intermittent Streams
 - Protected Streams
 - Lakes & Other Water Bodies
 - Shoreland
 - Historic Districts
 - Parcels
 - Registered Feedlots
 - Dwellings
 - Municipalities
- Bluff Impact Zones (% slope)**
 - 20
 - 30
- FEMA Flood Zones**
 - 2% Annual Chance
 - A
 - AE
 - AO
 - X



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 Map Created June, 2023 by LUM





Goodhue County

509 W. Fifth St.
Red Wing, MN 55066
Office (651) 385.3001

To: Board of Commissioners
From: Scott Arneson, County Administrator
Date: 08/10/2023
Re: Xcel Energy Letter

On July 12th, 2023 Goodhue County received a letter from Xcel Energy requesting consultation on the Prairie Island Nuclear Generation Plant's (PINGP) operating license renewal. In response to this request an email to Goodhue County Commissioners and Department Heads was sent out to ask for points of concern and issues they would like addressed within a response letter. What was issued by the aforementioned group is included in the letter below.

It is the recommendation of staff to approve the letter as drafted below. However, Commissioners are able to revise as deemed necessary.

GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS
1st District
1121 W 4th St.
Red Wing, MN 55066

BRAD ANDERSON
2nd District
10679 375TH St. Way
Cannon Falls, MN 55009

TODD GRESETH
3rd District
46804 Hwy 57 Blvd
Wanamingo, MN 55992

JASON MAJERUS
4th District
39111 Co. 2 Blvd
Goodhue, MN 55027

SUSAN BETCHER
5th District
30133 Lakeview Ave
Red Wing, MN 55066

An Equal Opportunity Employer



509 W. Fifth St.
Red Wing, MN 55066
(651) 385.3001

August 10th, 2023

Thomas Conboy, Site Vice President
Xcel Energy
Prairie Island Nuclear Generating Plant
Administrative Building
1717 Wakonade Dr.
Welch, MN 55089

SUBJECT: Response to Xcel Consultation Letter

Mr. Conboy,

The Board of Commissioners appreciates your letter dated July 12th, 2023 and it's request for consultation on the Prairie Island Nuclear Generation Plant (PINGP) extending its operating licensure. In addition to our consultation, we'd request, if not having been done already, for this same opportunity to be afforded to the Prairie Island Indian Community (PIIC). We applaud the recent decision to increase the yearly payments to the PIIC and hope additional consultation on this process follows suit. Granted the operating plant acts as an immediate neighbor, we'd hope their consultation is seen as a key facet to this process.

As mentioned in your letter an extension of the license would result in the construction of additional spent fuel storage pads. We'd request additional precautions established for new and current spent fuel storage and the site they reside on. Ensuring current and additional built storage pad infrastructure is safe, is critical. Due to the plant's proximity to the Mighty Mississippi River and natural resources, a failure in any infrastructure would prove dire for all forms of wildlife and our communities. Ideally all spent fuel, both current and future, would reside within dry caskets for the duration of its stay on the storage pads. However, it is our hope to see an established procedure to move these storage containers out of Goodhue County altogether and into another secure facility overtime. With the on-going debate over the use of the Yucca Mountain repository, we'd hope Xcel could utilize their lobbying prowess in identifying and developing a different site to move spent fuel towards in a timelier manner.

PINGP has engaged in numerous safety precautions for the public and its own employees. However, with the recent tritium incident and NUE on May 27th, 2023, it is clear additional precautions are required to further secure the site, our constituents, and PINGP employees. The County would prefer to see an on-going inspection of plant infrastructure for potential faults to prevent future accidents. While we applaud the exploration of a change in technology used in the spent fuel storage systems – the County believes it crucial that current equipment be held to the same standards as new equipment.

GOODHUE COUNTY BOARD OF COMMISSIONERS

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JASON MAJERUS
4th District
39111 Co. 2 Blvd
Goodhue, MN 55027

SUSAN BETCHER
5th District
30133 Lakeview Ave
Red Wing, MN 55066

While Goodhue County hopes to see the accepted extension of the PINGP operating license, we know the PINGP will not run forever. PINGP provides an extraordinary tax base for our local communities who will be hindered by a closing plant. To protect and bolster our local communities far after PING has left us, the County would like an opportunity to discuss the creation of an economic and housing development fund to be used before and during this inevitable transition phase. Please contact me or County Administrator Arneson to schedule a meeting. With this fund local governments are able to invest directly into areas of our communities which will be hardest hit by a faltering tax base. As Xcel prepares for a year's long license renewal process, we are sure they understand the need for long-term planning and organizing. Establishing this fund sooner, rather than later, will allow for proper use of the decade-long planning to be conducted by all parties in keeping our communities flourishing.

As one of the County's largest and best equipped employers – we thank Xcel Energy for choosing to continue calling Goodhue County home. Employees of the PINGP are our neighbors, friends, and help us every day. We only wish to see the continued success of the PINGP. Through the renewal of its license the PINGP will continue to provide high paying job for hundreds of Goodhue County residents, provide a much-needed tax base, and help our local communities continue prospering. Again, we thank you for the opportunity to consult on this process and look forward to continue our longstanding partnership.

Respectfully,

Linda Flanders
Goodhue County Board Chair

Cc: Goodhue County Board of Commissioners
Scott Arneson, County Administrator
Ross Lexvold, Xcel Energy
Britta Bergland, Merjent, Inc.



Prairie Island Nuclear Generating Plant
1717 Wakonade Dr.
Welch, MN 55089

July 12, 2023

Ms. Linda Flanders, County Board Chair
Goodhue County
Government Building
509 West Fifth St.
Red Wing, Minnesota 55066

SUBJECT: Prairie Island Nuclear Generating Plant
Red Wing, Goodhue County, Minnesota
Independent Spent Fuel Storage Installation Expansion Project
Request for Information Regarding Potentially Affected Resources

Dear Ms. Flanders,

The Prairie Island Nuclear Generating Plant (PINGP) is owned and operated by Northern States Power Company-Minnesota, doing business as Xcel Energy (Xcel). The PINGP consists of two pressurized water reactors (Unit 1 and Unit 2) that operate under separate U.S. Nuclear Regulatory Commission (NRC) operating licenses allowing the units to operate through 2033/2034. Xcel plans to apply to the NRC to extend the existing operating license for PINGP Units 1 and 2 for an additional 20 years from 2033/2034 to 2053/2054.

Spent fuel from PINGP operations is stored on-site in an Independent Spent Fuel Storage Installation (ISFSI). Dry fuel storage (DFS) systems are stored on concrete pads within the ISFSI footprint. The ISFSI footprint can accommodate up to six support pads without having to change the security perimeter or construct facilities outside of the initial footprint. Xcel has constructed three support pads within the ISFSI – two during initial construction in 1995, and the third during an expansion in 2021. The ISFSI is currently licensed by the NRC under site-specific License No. SNM-2506 to store up to 64 TN-40/40HT DFS systems of used fuel assemblies. In 2009, the MNPUC issued Xcel a CON to allow for storage of up to 64 DFS systems to support operation of PINGP through the end of its current NRC operating license in 2033/2034.

The ISFSI Expansion Project (the Project) is needed to provide additional spent fuel storage necessary (or, beyond the 64 DFS systems currently authorized by the NRC and MNPUC) to support an additional 20 years of PINGP operation to 2053/2054. A topographic overview map of the Project area is included as an attachment to this letter. As part of the Project, Xcel will submit an application to the MNPUC for a CON to construct a fourth, and potentially a fifth, spent fuel storage pad(s) within the footprint of the existing ISFSI to support extended plant operation and spent-fuel storage for 20 additional years. Xcel plans to submit the CON application in early 2024. The Minnesota Department of Commerce will prepare an Environmental Impact Statement (EIS) as part of the MNPUC's review of the CON application to study the Project's environmental impacts.

Xcel is in the process of evaluating a change in technology from the TN-40/40HT system that is currently used to a new dry cask system that has a general license from the NRC. It is projected that approximately 34 additional DFS systems will be required to support a 20-year life extension to 2053/2054. The exact

number of DFS systems needed will be determined by the specific amount of nuclear fuel required to operate PINGP for an additional 20 years to 2053/2054, including: how much fuel is loaded each cycle, inventory management of the spent fuel pool, and the capacity of the cask technology eventually selected.

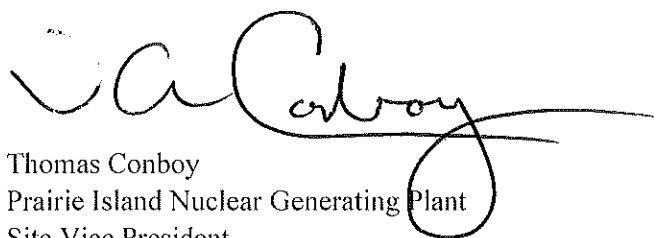
Regardless of the technology ultimately selected, the additional ISFSI pad(s) would be located entirely within the ISFSI footprint, which is wholly within the PINGP property boundary. They would be placed directly adjacent to the existing pads. Installation of the new pad(s) would require temporary ground-disturbing activities, all of which would be performed within the existing ISFSI security fencing. Earthwork would be limited to removal of sub-grade materials that were previously disturbed and installed as part of original construction; no native materials would be impacted by installation of the new pad(s). Xcel estimates the new pad(s) and associated infrastructure would be installed in 2028 or 2029. Operational activities at the ISFSI currently include routine inspection and monitoring, and no ground disturbance. Xcel does not anticipate any changes to these routine activities after the new ISFSI pad(s) are installed.

The MNPUC and NRC have previously conducted environmental review efforts for initial ISFSI licensing, construction, license renewal, and expansion between 1991 and 2022. The addition of the third ISFSI pad was studied by the MNPUC in 2009 and the NRC in 2020, and alternate storage technologies were studied by the MNPUC in 2022. Xcel anticipates that construction and operation impacts from the proposed expansion of the ISFSI to accommodate a 4th and potentially 5th pad would be similar in nature to prior expansion efforts.

The purpose of this letter is to request your review to 1) identify any resources under your jurisdiction that could be potentially affected by this Project, 2) to address any questions or concerns you may have about the Project, and 3) to gather information to build Xcel's application to the MNPUC. Xcel would appreciate receiving a letter from your office detailing any questions or concerns your office may have. Your response will be included in the environmental information submitted to the MNPUC as part of the ISFSI CON application and Scoping Environmental Assessment Worksheet.

If you have any questions regarding this matter, please contact Amanda Jepson, Xcel Energy Project Manager, at 651-212-1679.

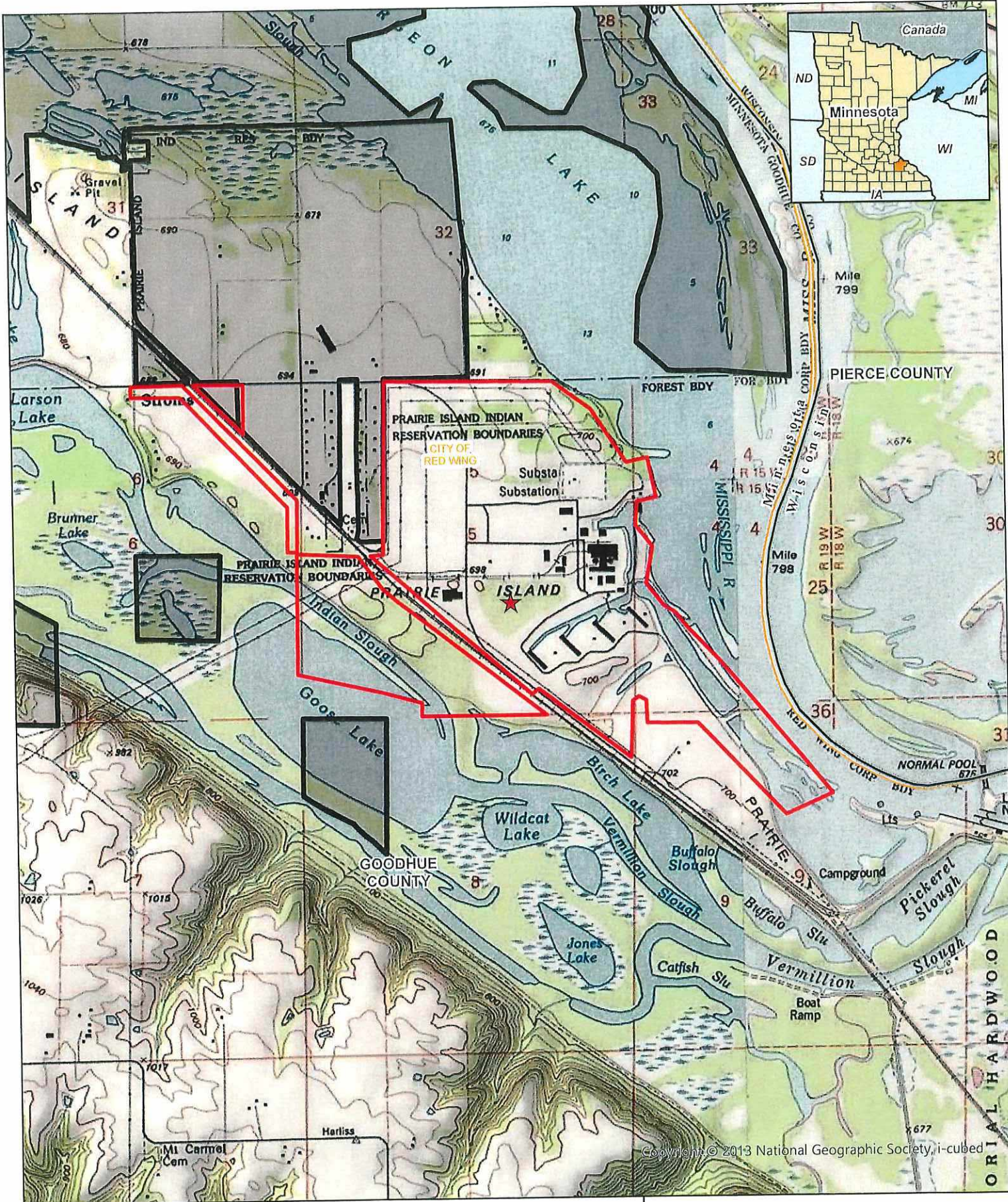
Sincerely,



Thomas Conboy
Prairie Island Nuclear Generating Plant
Site Vice President

Attachments: Project overview map

Cc: Scott Arneson, Goodhue County Administrator
Amanda Jepson, Xcel Energy
Britta Bergland, Merjent, Inc.



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Project Overview
 Xcel Energy - Prairie Island Nuclear
 Generating Plant
 ISFSI Expansion Project
 Goodhue County, Minnesota

- Project Location
- PINGP Property Boundary
- County Boundary
- City Boundary
- State Boundary
- Prairie Island Indian Community

merjent.
 For Environmental Review Purposes Only

Date: (6/21/2023) Source: Z:\Clients\U_X\BoatPrairie_1616.mxd (SFSI\ArcGIS\Permitting\504_Layer)



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: Broadband Extension with Southeast MN Wifi LLC
DATE: August 10, 2023

Background:

On July 18th, 2023 the Goodhue County Board approved a Broadband Agreement with Southeast MN Wifi. The County agreed to provide \$112,138 to Southeast MN WiFi so they could provide broadband service to 18 passings, including 12 homes, at a cost of \$6,230 per passing per County grant. At this time Southeast MN Wifi has been in contact with an additional seven residents that have expressed interest in broadband service. Therefore, Southeast MN Wifi is requesting an additional \$62,545 from Goodhue County for an extension for their recently approved project.

Discussion:

Southeast MN WiFi has been building high speed broadband networks since 2017 and serves hundreds of households and businesses. This proposed project would serve seven residents along 155th Ave. Way. The amount being requested from Goodhue County is an additional **\$62,545** for a total project contribution of \$174,683 (48.37%). This is approximately the same cost per passing for residential homes as the initial agreement. Should the Board approve this amount, the ARPA Broadband Fund Balance will be at 378,988.



Recommendation:

Staff is recommending approval by the County Board for the Broadband Extension requested by Southeast MN Wifi LLC resulting in an additional amount of \$62,545.

GOODHUE COUNTY BOARD OF COMMISSIONERS

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39111 County 2 Blvd.
Goodhue, MN 55027

SUSAN BETCHER
5th District
30133 Lakeview Ave.
Red Wing, MN 55066

The Goodhue County Soil and Water Conservation District is very proud to announce Paul and Chris Kalass as 2023's Conservation Farmer of the Year. This award seems way overdue for Paul who's been farming his whole life and worked-full time as a conservation technician at the Goodhue SWCD for 26 years. Paul was the face of conservation in Goodhue County from 1981 until he retired in 2007. He helped landowners put in endless miles of waterways, terraces, and contour buffers during his time at the SWCD. Paul not only used his knowledge and experience in conservation to help the landowners of the County, he also trained and mentored the next generation of conservation technicians at the SWCD. The Goodhue Soil and Water Conservation District would not be where it is today without the tireless effort he put forth every day. By rights, we should probably call this award the "Paul Kalass Conservation Award"!

Paul took the valuable things he learned from working with countless landowners and implemented it in his own farming operation. Over the years he has passed down that priceless knowledge to his son Chris who farms with him today. Both Chris and Paul have farms in Minneola township outside of Zumbrota and have implemented everything from waterways to dams to most recently planting green into cover crops. Paul has devoted a large portion of his life to conserving our natural resources and has instilled his values in his son Chris, who will in turn pass them down to future generations to come. This ongoing devotion to bettering the land is what makes the Kalass's so well-deserved of this year's conservation farmer award in Goodhue county.

The Goodhue SWCD presents a Woodland Manager award each year to a landowner who has implemented sound forestry stewardship practices on their land. This year's award goes to Andy Lejcher for work on his property in Roscoe TWP near Pine Island. In 2012 Andy purchased 30 acres of woods with big ideas in mind. In 2014 he had nearly 100 trees logged from the acreage to help generate new timber growth and start controlling the box elders and buckthorn on the parcel. Since then the Lecher's have acquired 70 adjacent acres of marginal cropland and wooded acres. These additional acres have expanded Andy's forestry stewardship mindset to new areas and opportunities. Andy, and friends, have clear cut 4 acres of boxelders and buckthorn as part of a restoration plan developed by the Mn DNR. Andy also enrolled 10 acres into a CRP program which focuses on developing wildlife corridors by planting more wooded areas. In total, the Letcher's have planted over 3,500 trees of native variety species over the past 10 years!

Andy has learned from many friends and professionals in the forestry industry which helped with the forest stand improvement; he says, "The more I listen, the more I learn!"

It is this dedication and focus of future timber production and stewardship makes Andy Lejcher deserving of the 2023 Goodhue SWCD Woodland Manager of the Year Award.

Goodhue County Farm Family

Mike and Rebekah Patterson Family

Mike comes from a long line of farmers; he is the fifth generation in his family to farm. Mike and Rebekah's children are aiming to be the 6th generation. Both sets of Mike's grandparents had dairy cows. When his parents, Gary and Julie, started farming they broke off into raising hogs. Mike was raised on a 250-sow farrow-to-finish operation. In the late 1990s, Mike's parents were looking to change their operation and helped start a sow co-op, Minnesota Family Farms, which is still operational today. Mike invested in the co-op at age 18 and built his first finishing barn the following year. Mike & Rebekah were married in 1999, and doubled the finishing operation in 2006. In 2008, Mike's dad retired and Mike's sister and her husband, Beth and Aaron Helgeson, along with Mike, took over his shares in the co-op.

The Pattersons have 3,000 head of finishing hogs on the farm and they own another 2,000 head 50-50 with Mike's sister. The Pattersons market about 10,000 head annually. The family also runs a small show pig operation consisting of 30 sows. Country Girls Show Pigs Partnership is owned and operated by the Pattersons' daughters Madeline, Isabelle, Julia and Leia. Mike and Rebekah have been involved with the state and local pork producers' associations over their farming careers. Mike was honored in 2021 as the Minnesota Pork Promoter of the Year by the Minnesota Pork Board.

The Patterson family is active in their local FFA and FFA Alumni Association. Every year the family dedicates some land for growing pumpkins or sweet corn that is sold to benefit the local FFA chapter. Mike and Rebekah's daughter Maddie was a FFA Star Farmer finalist and national runner-up in swine proficiency. Their daughter Belle was state swine proficiency winner in FFA and Julia was a swine proficiency runner-up this year. Mike, Maddie, and Belle have all earned American FFA degrees—Julia and Leia aren't yet eligible.

The family is also very active in 4-H. The Patterson children have all been involved in livestock judging and showing pigs. Mike helped coach the local 4-H livestock judging team for seven years. Mike has been the local swine superintendent for over a decade.

Mike works off the farm at Compeer Financial and Rebekah is a reading specialist for Northfield Schools. The Pattersons are members of Hegre Lutheran church in Kenyon.



Please scan the above QR code to visit the live webpage for links.

<https://extension.umn.edu/farm-families-year/goodhue-county-farm-family>



BOARD OF COMMISSIONERS

FY 2023 2nd Quarter Financial Report

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2nd Quarter Financial Report - Revenues

<u>BUDGET VS. ACTUALS</u>	2023 Budget	2023 Actual	Percent of Budget	2022 %'s
Taxes & Penalties	\$ 46,845,854	\$ 25,559,403	55%	55%
Licenses & Permits	541,580	366,519	68%	50%
Intergovernmental	24,267,976	10,677,971	44%	35%
Charges for Services	3,366,782	2,171,156	64%	65%
Fines & Forfeitures	11,600	6,152	53%	51%
Gifts & Contributions	18,000	11,886	66%	113%
Interest	703,530	1,342,945	191%	79%
Other Revenues & Financing Sources	2,059,748	1,241,514	60%	58%
Transfers In	1,484,823	1,119,718	75%	438%
Total Revenues	<u>\$ 79,299,893</u>	<u>\$ 42,497,264</u>	54%	52%
Planned Use of Fund Balance	<u>\$ 6,367,899</u>			
Adjusted Revenues	<u>\$ 85,667,792</u>			

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<u>2022 VS. 2023</u>	2022 Actual	2023 Actual	Over/(Under) Prior Year (\$)	Over/(Under) Prior Year (%)
Taxes & Penalties	\$ 24,036,167	\$ 25,559,403	\$ 1,523,236	6%
Licenses & Permits	267,024	366,519	99,495	37%
Intergovernmental	8,662,079	10,677,971	2,015,892	23%
Charges for Services	2,328,859	2,171,156	(157,703)	-7%
Fines & Forfeitures	5,972	6,152	180	3%
Gifts & Contributions	20,293	11,886	(8,407)	-41%
Interest	436,857	1,342,945	906,088	207%
Other Revenues & Financing Sources	1,167,237	1,241,514	74,277	6%
Transfers In	2,651,523	1,119,718	(1,531,805)	-58%
Total Revenues	<u>\$ 39,576,011</u>	<u>\$ 42,497,264</u>	<u>\$ 2,921,253</u>	7%

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EXPLANATION SECTION

A See investment tab for details

2nd Quarter Financial Report - Expenses

<u>BUDGET VS. ACTUALS</u>	2023 Budget	2023 Actual	Percent of Budget	2022 %'s
Public Assistance	\$ 6,977,884	\$ 3,311,615	47%	48%
Personnel Services	38,711,110	17,997,947	46%	47%
Services & Charges	23,292,031	6,619,002	28%	35%
Supplies & Materials	2,898,954	1,319,199	46%	55%
Capital Outlay	7,042,368	2,623,201	37%	21%
Debt Service	1,820,283	1,632,357	90%	87%
Other Expenses	2,606,389	2,313,735	89%	83%
Transfers Out	1,484,823	1,119,717	75%	438%
Total Expenses	<u>\$ 84,833,842</u>	<u>\$ 36,936,773</u>	44%	47%
Future Fund Balance	<u>\$ 833,950</u>			
Adjusted Expenses	<u><u>\$ 85,667,792</u></u>			

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B

<u>2022 VS. 2023</u>	2022 Actual	2023 Actual	Over/(Under) Prior Year (\$)	Over/(Under) Prior Year (%)
Public Assistance	\$ 2,992,526	\$ 3,311,615	\$ 319,089	11%
Personnel Services	16,754,277	17,997,947	1,243,670	7%
Services & Charges	7,957,925	6,619,002	(1,338,923)	-17%
Supplies & Materials	1,344,957	1,319,199	(25,758)	-2%
Capital Outlay	1,307,307	2,623,201	1,315,894	101%
Debt Service	1,608,787	1,632,357	23,570	1%
Other Expenses	2,028,658	2,313,735	285,077	14%
Transfers Out	2,651,523	1,119,717	(1,531,806)	-58%
Total Expenses	<u>\$ 36,645,960</u>	<u>\$ 36,936,773</u>	<u>\$ 290,813</u>	1%

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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.

**General Fund
Fund Balance Report (Cash Basis)
June 2023**

Cash on Hand - General Fund	\$ 34,933,510.99
Restrictions	(2,662,156.31)
Commitments	(3,481,873.04)
Assignments	(3,204,164.30)
Unassigned Fund Balance (Cash on Hand)	\$ 25,585,317.34

Restrictions	2022 Balance	2023 Levy	2023 Revenues	2023 Expenses	2023 Activity (net)	Balance 6/30/2023
Unclaimed Funds	\$ 1,188.48	\$ -	\$ 469.82	\$ -	\$ 469.82	\$ 1,658.30
Gravel Pit Closure/Restoration	331,057.28	-	5,641.27	-	5,641.27	336,698.55
ARP - American Rescue Plan	4,082,631.14	-	-	3,997,393.76	(3,997,393.76)	85,237.38
Local Assistance and Tribal Consistency	50,000.00	-	-	-	-	50,000.00
Law Library	310,068.97	-	45,304.04	26,600.93	18,703.11	328,772.08
Attorney's Forfeiture Fund	35,640.11	-	6,367.67	5,275.00	1,092.67	36,732.78
Attorney Victim/Witness Assistance	6,186.29	-	502.07	607.80	(105.73)	6,080.56
Drug Treatment Court	364,152.44	-	63,285.00	71,206.26	(7,921.26)	356,231.18
Recorder's Technology Fund	148,341.66	-	31,490.00	-	31,490.00	179,831.66
Recorder's Compliance Fund	250,484.75	-	34,639.00	26,816.85	7,822.15	258,306.90
Veterans Operational Grant	6,752.66	-	-	6,562.27	(6,562.27)	190.39
Veterans Transportation (donations) *	-	-	6,770.00	6,770.00	-	-
Buffer Initiative	293,067.00	-	-	-	-	293,067.00
Aquatic Invasive Species Prevention	222,643.54	-	-	35,157.19	(35,157.19)	187,486.35
Sheriff's Forfeiture Fund	-	-	-	-	-	-
Sheriff CounterAct	22,947.04	-	2,128.61	1,244.68	883.93	23,830.97
Sheriff's K-9 Account (donations)	20,353.00	-	1,831.00	-	1,831.00	22,184.00
Gun Permit Application Fees	60,700.29	-	35,625.00	38,149.15	(2,524.15)	58,176.14
Sheriff's Contingency	850.00	-	2,870.92	-	2,870.92	3,720.92
Enhanced 911 System	339,886.94	-	133,834.76	158,775.66	(24,940.90)	314,946.04
Correction Service Fee	21,565.00	-	890.00	1,300.62	(410.62)	21,154.38
Local Correctional Fees (Adult)	84,553.23	-	28,297.50	15,000.00	13,297.50	97,850.73
Restricted Fund Balance	\$ 6,653,069.82	\$ -	\$ 399,946.66	\$ 4,390,860.17	\$ (3,990,913.51)	\$ 2,662,156.31

Commitments	2022 Balance	2023 Levy	2023 Revenues	2023 Expenses	2023 Activity (net)	Balance 6/30/2023
Land Use/Environmental Ordinance	\$ 176,149.36	\$ -	\$ 132.10	\$ -	\$ 132.10	\$ 176,281.46
Petty Cash Change Funds	1,775.00	-	-	-	-	1,775.00
Employee Wellness Committee	11,043.12	-	1,101.00	1,182.57	(81.57)	10,961.55
Byllesby Dam	13,345.24	-	-	-	-	13,345.24
Compensated Absences	417,700.46	463,500.00	-	319,790.88	143,709.12	561,409.58
27th Payroll	896,741.00	425,000.00	-	-	425,000.00	1,321,741.00
Tax Court Settlements	226,500.00	-	-	1,000.00	(1,000.00)	225,500.00
Natural, tech, human-caused hazards	1,000,000.00	-	-	-	-	1,000,000.00
Tax Forfeited Property Funding	170,859.21	-	-	-	-	170,859.21
Committed Fund Balance	\$ 2,914,113.39	\$ 888,500.00	\$ 1,233.10	\$ 321,973.45	\$ 567,759.65	\$ 3,481,873.04

Assignments	2022 Balance	2023 Levy	2023 Revenues	2023 Expenses	2023 Activity (net)	Balance 6/30/2023
Election Activities	\$ 49,034.44	\$ 61,000.00	\$ 9,863.68	\$ 24,776.83	46,086.85	95,121.29
County Motor Pool	119,142.45	-	31,386.30	19,574.35	11,811.95	130,954.40
Inmate Improvement Fund	108,141.62	-	17,562.69	11,603.58	5,959.11	114,100.73
Radio Tower Repairs	70,301.88	20,000.00	-	26,820.77	(6,820.77)	63,481.11
Rural Identification Funds	-	-	6,304.67	67.11	6,237.56	6,237.56
Employee Training & Development	-	39,750.00	-	10,952.48	28,797.52	28,797.52
County Program Aid Contingency	1,518,110.69	-	-	-	-	1,518,110.69
Building Contingencies	1,247,361.00	-	-	-	-	1,247,361.00
Assigned Fund Balance	\$ 3,112,092.08	\$ 120,750.00	\$ 65,117.34	\$ 93,795.12	\$ 92,072.22	\$ 3,204,164.30

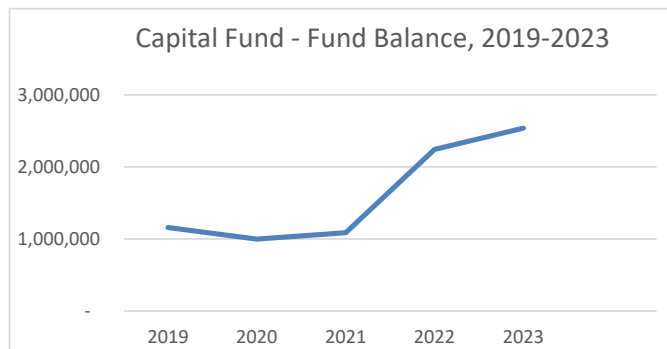
*Note the Veteran Transportation expense in excess of revenue was \$19,426.41 on June 30, 2023.

2nd Quarter Financial Report - Capital Plan

2023 CAPITAL PLAN REPORT - SUMMARY					
Through Q2	Budget Request	Capital Carryovers & Bonding Plan Adjustments	Final Budget	Amount Expended	Budget Balance
2023	\$ 3,988,441	\$ 2,342,351	\$ 6,330,792	\$ 2,299,757	\$ 4,031,035
2022	\$ 3,089,768	\$ 1,361,305	\$ 4,451,073	\$ 1,192,350	\$ 3,258,723
2021	\$ 2,564,134	\$ 519,916	\$ 3,084,050	\$ 991,512	\$ 2,092,538
2020	\$ 2,876,560	\$ 430,883	\$ 3,307,443	\$ 1,072,688	\$ 2,234,755
2019	\$ 2,819,135	\$ 61,454	\$ 2,880,589	\$ 1,043,738	\$ 1,836,851

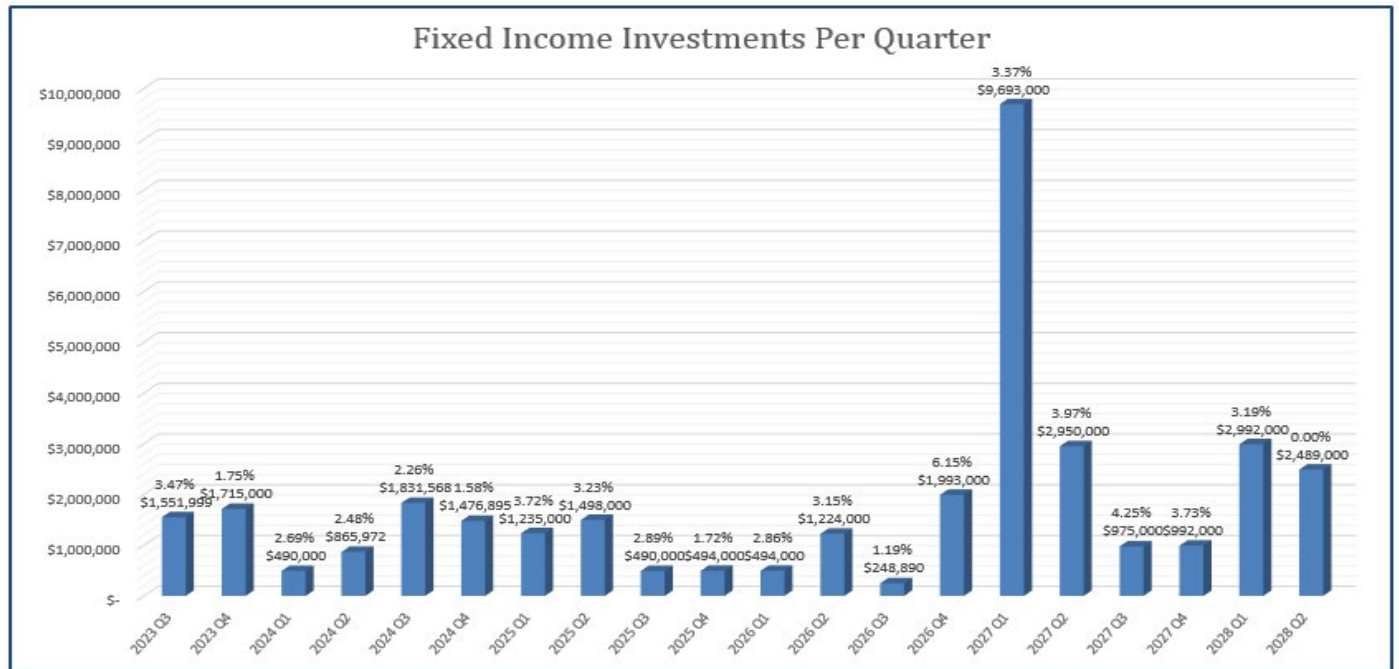
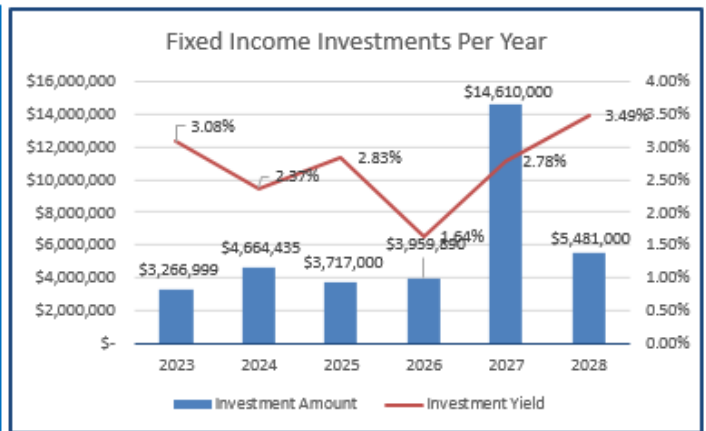
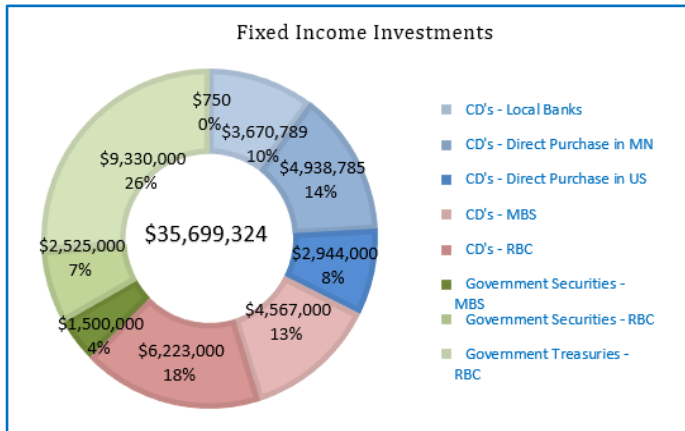
	2023 Budget Request	2022 Capital Carryovers	2023 Final Budget	2023 Amount Expended	2023 Budget Balance
Administration	4,980	-	4,980	-	4,980
Attorney	10,996	173,904	184,900	-	184,900
County Board	1,037	-	1,037	-	1,037
Court Services	1,173	-	1,173	1,406	(233)
Extension	-	866	866	-	866
Facilities Maintenance	1,306,918	5,092	1,312,010	775,594	536,416
Finance & Taxpayer Services	126,121	245,390	371,511	211,823	159,688
Fleet	-	72,780	72,780	-	72,780
General Government	-	-	-	9,335	(9,335)
Health & Human Services	22,822	-	22,822	-	22,822
Human Resources	2,577	-	2,577	-	2,577
Information Technology	28,473	127,246	155,719	4,378	151,341
Planning/Building/Zoning/EH	78,000	10,063	88,063	-	88,063
Public Works	739,117	1,269,870	2,008,987	895,938	1,113,049
Recorder	10,000	-	10,000	-	10,000
<u>Sheriff:</u>					
ADC	141,625	3,358	144,983	18,672	126,311
Civil/Patrol Division	702,395	117,266	819,661	154,140	665,521
Communication Infrastructure	70,003	81,732	151,735	80,524	71,211
Seasonal B&W	195,934	8,448	204,382	8,632	195,750
Surveyor/GIS	101,664	3,006	104,670	-	104,670
Waste Management	444,606	223,330	667,936	139,315	528,622
Total Capital Plan Budget	\$ 3,988,441	\$ 2,342,351	\$ 6,330,792	\$ 2,299,757	\$ 4,031,035
Use of Fund Balance: General Rev	(62,000)	-	(62,000)	-	(62,000)
Use of Fund Balance: ARPA	(1,254,668)	-	(1,254,668)	-	(1,254,668)
Transfer: Sheriff Contingency	(4,300)	-	(4,300)	-	(4,300)
2022 Capital Carryover	-	(2,342,351)	(2,342,351)	-	(2,342,351)
	\$ 2,667,473	\$ -	\$ 2,667,473	\$ 2,299,757	\$ 367,716

	2023
2023 Balance Forward	\$ 2,515,713
<u>Funding Sources:</u>	
Tax Settlement & Related Aids	1,421,399
Sale of Capital Assets (net)	90,818
Energy Rebates	-
Other Reimbursements	-
Transfers: Other Revenue Sources	810,000
2023 Plan Purchases	(2,299,757)
6/30/2023	\$ 2,538,173



2nd Quarter Financial Report - Investments

Investment Type & Institution	Amount	Yield	Weighted Return	% of Portfolio	Investment Type Totals	% of Portfolio	Investment Type Yield
Checking/Savings - Wells Fargo	\$ 42,661,188	4.00%	1.625%	40.617%	\$ 42,702,921	40.66%	3.996%
Checking/Savings - Merchants Bank	\$ 41,732	0.40%	0.000%	0.040%			
Money Markets - MAGIC	\$ 26,348,810	4.45%	1.116%	25.086%	\$ 26,631,082	25.35%	4.432%
Money Markets - Local Banks	\$ 71,595	0.43%	0.000%	0.068%			
Money Markets - RBC	\$ 210,677	3.50%	0.007%	0.201%			
CD's - Local Banks	\$ 3,670,789	2.36%	0.082%	3.495%	\$ 22,343,574	21.27%	2.752%
CD's - Direct Purchase in MN	\$ 4,938,785	2.81%	0.132%	4.702%			
CD's - Direct Purchase in US	\$ 2,944,000	3.07%	0.086%	2.803%			
CD's - MBS	\$ 4,567,000	3.25%	0.141%	4.348%			
CD's - RBC	\$ 6,223,000	2.43%	0.144%	5.925%			
Government Securities - MBS	\$ 1,500,000	2.31%	0.033%	1.428%	\$ 13,355,750	12.72%	2.805%
Government Securities - RBC	\$ 2,525,000	1.76%	0.042%	2.404%			
Government Treasuries - RBC	\$ 9,330,000	3.17%	0.281%	8.883%			
Bonds - Wells Fargo	\$ 750	1.60%	0.000%	0.001%			
Totals	\$ 105,033,327		3.691%	100.000%	\$ 105,033,327	100.00%	3.691%





Amanda Holst
Human Resources Generalist
Goodhue County

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651.385.3031
(f) 651.267.4872
Amanda.Holst@co.goodhue.mn.us

TO: Goodhue County Commissioners
FROM: Amanda Holst, HR Generalist
DATE: July 31, 2023
RE: 2023 Staffing Report (through July)

Effective Date	Status	Name	Position	Notes
1/1/2023	Promotion/ Transfer	Sutton Brown, Steve	Patrol Sergeant - Civil	replacing Jay Kindseth
1/5/2023	Employment Ended	Bowron, Matt	Patrol Deputy	
1/6/2023	Employment Ended	McCarthy, Malachy	Patrol Deputy	
1/6/2023	Employment Ended	Gronquist, Alison	Summer Help	
1/6/2023	Employment Ended	Fiedler, Emma	Summer Help	
1/9/2023	New Hire	Germann-Hutter, Leslie	Facilities Maint. Tech	replacing John Kleeberger
1/9/2023	New Hire	Hayen, Matthew	Patrol Deputy	replacing John Madden
1/9/2023	New Hire	Seaton, Brooke	Juvenile Case Administrator	replacing Michelle Walker
1/9/2023	Promotion/ Transfer	Otterness, Leslie	Office Support Specialist	replacing Katie Kosmach
1/10/2023	Employment Ended	Czech, Joseph	Facilities Maintenance Tech	
1/12/2023	Employment Ended	Iverson, Dylan	Highway Equipment Operator	
1/17/2023	New Hire	Eckblad, Kevin	Facilities Maintenance Tech	replacing Dennis Andrews
1/20/2023	Employment Ended	Kindseth, Jay	Patrol Sergeant - Civil	
1/23/2023	New Hire	Stubfors, Sara	Appraiser	replacing Jordan Hillstead
1/24/2023	Employment Ended	Johnson, Jason	Patrol Deputy II	

2/1/2023	Employment Ended	O'Connor, Deb	Legal Secretary/ Case Aide	
2/1/2023	Promotion/ Transfer	Carda, Amy	Legal Secretary/ Case Aide	replacing Deb O'Connor
2/1/2023	Promotion/ Transfer	Hase, Nicole	Legal Secretary	replacing Amy Carda
2/6/2023	New Hire	Walker, Julie	Appraiser	replacing Austin Noble
2/17/2023	Employment Ended	Ahern, Dennis	Appraiser - Summer Help	
2/21/2023	New Hire	Kirpas, Robert	Support Enforcement Aide	replacing Jennifer George
2/23/2023	Employment Ended	Pierret, Patrick	Appraiser	
2/23/2023	Employment Ended	Davis-Boulden, Shalecka	Detention Deputy	
2/27/2023	New Hire	Aslakson, Rachel	Records Support Specialist	replacing Amanda Roy
2/28/2023	Employment Ended	Otterness, Leslie	Office Support Specialist	
2/28/2023	New Hire	McInnis, Becca	Appraiser	replacing Mike Smith
2/28/2023	New Hire	Vold, Jesse	Detention Deputy	replacing Anthony Wempner
3/4/2023	Promotion/ Transfer	Grabau, Mitch	Sergeant Deputy II	replacing Jason Johnson
3/6/2023	New Hire	Anway, Amanda	Social Worker	replacing Analise Dressen
3/6/2023	New Hire	Blue, Nicholas	Engineering Technician	replacing Cory Wersal
3/13/2023	New Hire	Dicke, Alex	Design Manager	replacing Ethan Seaberg
3/13/2023	New Hire	Sell, Brandon	Patrol Deputy	
3/14/2023	New Hire	Kindseth, Jay	67 day Civil/Transport	
3/17/2023	Employment Ended	Hanson, Josh	Emergency Management Director	
3/20/2023	New Hire	Archer, Ryan	IT Technical Support	replacing Hannah Carlson
3/20/2023	New Hire	DeWall, Samantha	Public Safety Telecommunicator	replacing Wayne Betcher
3/27/2023	Employment Ended	Jacobson, Jeremy	Detention Deputy	
3/27/2023	New Hire	Baack, Sarah	Patrol Deputy	replacing Tyler Rogers
3/27/2023	New Hire	Hesse, Justin	67 day boat and water	
3/31/2023	Employment Ended	Schwartau, Jane	Public Health Nurse	
4/3/2023	New Hire	Eskeldson, Thomes	Detention Deputy	replacing Nicolas Schwartz
4/5/2023	Employment Ended	Koberoski, Alexandra	Zoning Assistant	

4/10/2023	New Hire	Rabehl, Rita	Eligibility Worker (2 year provisional)	replacing Nicole Jude
4/10/2023	Promotion/ Transfer	Eggert, Les	Highway Superintendent	Replacing Matt Peters
4/14/2023	Employment Ended	Freier, Jeanne	Public Health Nurse	
4/17/2023	New Hire	Maves, Pierre	Patrol Deputy	replacing Michael Erdman
4/21/2023	Employment Ended	Wegner, Zach	Eligibility Worker	
5/1/2023	Employment Ended	Hanson, BreAnna	Patrol Deputy	
5/1/2023	New Hire	Stumm, Johnathan	67 day boat and water	
5/5/2023	Employment Ended	Jaeger, Mark	Court Services Director	
5/12/2023	Employment Ended	DeWall, Samantha	Public Safety Telecommunicator	
5/13/2023	Promotion/ Transfer	Naatz, Thomas	IT Network Engineer	replacing Aaron Flaugh
5/15/2023	New Hire	Fiedler, Emma	Summer Help- HR	
5/15/2023	New Hire	Merchlewitz, Earl	Emergency Management Director	replacing Josh Hanson
5/15/2023	New Hire	Resendez, Chloe	Detention Deputy	replacing Shalecka Davis-Boulden
5/19/2023	Employment Ended	Cichosz, Maggie	Community Engagement Specialist	
5/19/2023	Employment Ended	Sivigny, Melissa	Emergency Management Clerk	
5/22/2023	New Hire	Angell, Jacob	Summer Help- PW	
5/22/2023	New Hire	Delk, John	Detention Deputy	replacing Carrie Siebenaler
5/22/2023	New Hire	Lerfald, Hailey	Summer Help- PW	
5/22/2023	New Hire	McMillan, Chris	IT Communications Support Specialist	replacing Thomas Naatz
5/22/2023	New Hire	Stein-Dodd, Eliza	Public Safety Telecommunicator	replacing Leslie Otterness
5/22/2023	New Hire	Wright, Dominique	Office Support Specialist	replacing Leslie Otterness
5/23/2023	New Hire	LaPlante, Joseph	Patrol Deputy	
5/23/2023	New Hire	Taube, Andrew	Summer Help- PW	

5/23/2023	New Hire	Zorn, Johan	Summer Help- PW	
5/28/2023	Employment Ended	Key, Jason	Patrol Deputy	
5/30/2023	New Hire	Greseth, Nicholas	Facilities Maintenance Tech	replacing Joseph Czech
5/30/2023	New Hire	Taube, Dylan	Summer Help- PW	
5/30/2023	New Hire	Matthew Cain	Summer Help-Assessor's office	
5/30/2023	New Hire	Derek Achen	Summer Help- PW	
5/31/2023	Employment Ended	Betcher, Wayne	Public Safety Telecommunicator Sgt.	
6/1/2023	Employment Ended	Kelly, Carolyn	Administrative Assistant	
6/1/2023	Promotion/ Transfer	Rogers, Tyler	Investigator	replacing Steve Sutton-Brown
6/2/2023	Employment Ended	Griebing, Ember	Social Worker	
6/5/2023	New Hire	Krumwiede, Andrea	Administrative Assistant- Vets Office	
6/5/2023	New Hire	Weigman, Branden	Detention Deputy	Replacing Tucker Lemmerman
6/5/2023	New Hire	White, Cody	Detention Deputy	replacing Charles Unruh
6/6/2023	Employment Ended	Huneke, Julie	Office Mgr/ Accountant	
6/7/2023	New Hire	Bergin, Breck	Summer Help- Administration	
6/10/2023	Promotion/ Transfer	Garrick, Ariana	PST Sergeant	replacing Wayne Betcher
6/12/2023	New Hire	Nelson, Mary	Public Health Nurse Supervisor	replacing Brooke Hawkenson
6/12/2023	New Hire	Hofer, Shelly	Eligibility Worker	replacing Zach Wegner / Rita Rabehl (temp)
6/12/2023	New Hire	Schafer, Ethan	Patrol Deputy	replacing Mitch Grabau
6/12/2023	New Hire	Boeding, Eli	Summer Help- PW	
6/12/2023	New Hire	Gatz, Cameron	Summer Help-Assessor's office	
6/14/2023	Employment Ended	McMillan, Chris	IT Communications Support Specialist	

6/22/2023	Employment Ended	Roraff, Alyssa	Detention Deputy	
6/26/2023	Employment Ended	Harris, John	Patrol Deputy	
6/26/2023	Promotion/ Transfer	Bauer, Kathy	Permit Technician	
6/26/2023	Promotion/ Transfer	VanSchoonhoven, Rhonda	Court Services Director	replacing Mark Jaeger
6/29/2023	Employment Ended	Harris, John	Patrol Deputy	
6/26/2023	Employment Ended	Arntson, Jamie	Eligibility Worker	
6/30/2023	New Hire	Petersen, Matthew	Intern- Sheriff's Office	
7/3/2023	New Hire	Berg, Jennifer	Legal Secretary	replacing Nicole Hase
7/10/2023	New Hire	Havican, Simon	Highway Foreman	replacing Les Eggert
7/11/2023	New Hire	Lenzen, William	Zoning Assistant	replacing Alex Koberoski
7/13/2023	Employment Ended	Kotajarvi, Justin	Patrol Deputy	
7/21/2023	Employment Ended	Chaska, Savannah	Permit Technician	
7/24/2023	Promotion/ Transfer	Whitehead, Kainen	Patrol Deputy	replacing Jason Key
7/24/2023	Promotion/ Transfer	Ferguson, Janet	Probation Officer	replacing Rhonda VanSchoonhoven
7/26/2023	New Hire	Stewart, Toni	ARPA Intern-Finance/HHS	
7/27/2023	Employment Ended	Stewart, Toni	ARPA Intern-Finance/HHS	

Regular Board

August 2023

To: The Honorable Goodhue County Commissioners

From: Linda Flanders, Chairman of the Cannon Valley Trail Joint Powers Board
Scott Roepke, Trail Manager of the Cannon Valley Trail

Re: **UPDATE:** Cannon Valley Trail grant application to Greater Minnesota Regional Parks and Trails Commission Grant Program - Bridge and Bituminous Replacement Project.

REPORT SUMMARY

The Cannon Valley Trail (CVT) Joint Powers Board received approval by the Goodhue County Board of Commissioners on July 18th, 2023 that Goodhue County would be the sponsoring unit of government for the Greater Minnesota Regional Parks and Trails Commission Grant Program application. The CVT is applying for grant dollars to replace one bridge and 4.5 miles of bituminous.

The original cost estimates which were presented to the Goodhue County Board on July 18th, 2023 were:

Total Cost Estimate: \$1,934,240

CVT Match 25%: \$483,560

Grant Funds 75%: \$1,450,680

The cost estimates changed slightly between Goodhue County Board approval on July 18th, 2023 and the grant deadline of July 31, 2023. The new cost estimates are as follows:

Total Cost Estimate: \$2,294,124

CVT Match 25%: \$573,531

Grant Funds 75%: \$1,720,593

This memo is to update the Goodhue County Board of Commissioners on the new cost estimates for the replacement of one bridge and 4.5 miles of bituminous. The 25% match of \$573,531 will be the responsibility of the CVT and be drawn from CVT Capital Improvement and Reserve Funds. No funds are being sought from Goodhue County.

BACK GROUND

The (CVT) Joint Powers Board received approval by the Goodhue County Board of Commissioners on July 18th, 2023 that Goodhue County would be the sponsoring unit of government for the Greater Minnesota Regional Parks and Trails Commission Grant Program application. The CVT is applying for grant dollars to replace one bridge and 4.5 miles of bituminous.

ALTERNATIVE SOLUTIONS/IMPACT

RECOMMENDATION

This report is an update and there are no recommendations at this time.

**Goodhue County Public Works
Project Status Report for August 10, 2023**

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
Bidding		
CSAH 63	Curb and Sidewalk Replacement near Wanagmingo School	Quotes due back August 4 th . Work to be completed by September 1 st , if awarded.
CSAH 11 & CSAH 12	Pipe Relays	Quotes due back August 11 th . Work to be completed by September 29 th , if awarded.
Various	2023 Weed Spraying County Wide	Quotes due back August 11 th . Work to be completed by November 3 rd , if awarded.
Road Construction		
CSAH 2	Bridge 25625	Project awarded to Redstone Construction. Work began May 30 th . Construction substantially complete. Turf establishment yet to be completed.
CSAH 6	2023 Concrete Rehabilitation	Project awarded to Interstate Improvement. Work scheduled to begin August 13.
Various	2023 Guardrail CSAH 7 & 8	Project awarded to Mattison Contractors. Work complete. Need to final.
Various	2023 Traffic Marking County Wide	Project awarded to Sir Lines-A-Lot. Work complete. Need to final.
Various	2023 Seal Coat	Project awarded to Scott Construction. Work complete. Need to final.
Various	2023 Micro-Surfacing	Project awarded to ASTECH. Work began August 2 nd . Final striping to be completed after curing period.
Various	2023 Bituminous Paving	Project awarded to Rochester Sand & Gravel. Work began May 10 th . Paving completed on CSAH 7, CR 48, CSAH 6, CSAH 4, and CR 53. Contractor is currently paving CSAH 18.
Twp	Bridge 25623 Cherry Grove Twp	Project awarded to ICON Constructors. Project complete, need to final.
CSAH 11	Bridge L0463	Project awarded to Fitzgerald Trucking and Excavating. Work complete. Project recommended for finalization at August 10 Board Meeting.
Twp	2022 Box Culverts Wanamingo & Kenyon Twps.	Project awarded to Fitzgerald Trucking and Excavating. Work complete. Project recommended for finalization at August 10 Board Meeting.

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
CSAH 24	CSAH 24: SEC-N Grading, Aggregate Base & Shouldering, Storm Sewer	Project awarded to Northland Grading & Excavating. Construction completed. Project needs to be finalized.
	Parks & Trails	
Byllesby	Byllesby Park Pavilion Construction	Lift Bridge Builders awarded the construction contract. Finish plumbing, septic, painting, security system, and landscaping still to be completed. Anticipated completion in August.
Byllesby	Prairie Restoration	Prairie was dormant seeded fall of 2021. Site to be monitored for prairie species germination, weed species control, and maintenance mowing needs. Potential maintenance burn fall 2023.
	Maintenance Department	
	Mowing roadside ditches Various	Work in progress.
Various	Aggregate Surfacing CR 49, 44, & 41	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. The Commission has begun the final design phase for the improvements needed for the second, daily round trip passenger rail project. These plans should be complete by the summer of 2023 with service starting in 2024.