



GOODHUE COUNTY MINNESOTA

TO EFFECTIVELY PROMOTE THE SAFETY, HEALTH, AND WELL-BEING OF OUR RESIDENTS

BOARD OF COMMISSIONERS AGENDA

County Board Room
Government Center, Red Wing

February 7, 2017

3:00 P.M. CLOSED SESSION

Potential Proposal to Purchase Property located at 627 West 4th Street, Red Wing

5:00 P.M. REGULAR BOARD MEETING

PLEDGE OF ALLEGIANCE

DISCLOSURES OF INTEREST

REVIEW & APPROVE THE PREVIOUS BOARD MEETING MINUTES.

Documents:

[Jan 17, 2017.pdf](#)

REVIEW AND APPROVE THE COUNTY BOARD AGENDA

REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

Consent Agenda

1. Approve the Gambling Permit for Wells Creek Riders on February 25, 2017.

Documents:

[Gambling Permit Wells Creek Riders.pdf](#)

2. Approve the Gambling Permit for Resthaven Horse Rescue on September 23, 2017.

Documents:

[Gambling Permit Horse Rescue.pdf](#)

3. Approve Tuition Reimbursement Request.

Documents:

[JS Tuition reimbursement.pdf](#)

4. Approve Request to Repurchase Forfeited Property.

Documents:

[Malloy - Request to Repurchase.pdf](#)

5. Approve Letter of Agreement between Goodhue County and Northern States Power Company for Emergency Response Services

Documents:

[LOACTyandNorthenStates.pdf](#)

6. Approve the 2017 SGTS contract.

Documents:

[2017 SGTS Contract.pdf](#)

7. Approve Sale of Public Works Item.

Documents:

[Auction Item - Plotter.pdf](#)

REGULAR AGENDA

Human Resource Director's Report

1. IT Director Replacement.

Documents:

[Letter to Board - 2-7-17.pdf](#)

Land Use Management Director's Report

1. Amundson Conditional Use Permit (CUP):
Request for a Conditional Use Permit (CUP) to operate Green Edge Lawn service and Spring-Green Lawn Care business in an A1 district. 41396 County 4 Blvd Zumbrota MN 55992, PID 47.011.0700, Part of the SE ¼ of NW ¼, Sect 11 Twp 110 Range 15, in Zumbrota Township.

Documents:

[CBPacket_Amundson.pdf](#)

2. PUBLIC HEARING: Consideration of Amendments to Goodhue County Zoning Ordinance:
 1. Article 10 Rules and Definitions
 - Subd 8. Non-agricultural Uses/Activities Associated with an Agri-tourism

Documents:

[CB_Packet_Article10_AgritourismEvents.pdf](#)

3. PUBLIC HEARING: Consideration of Amendments to Goodhue County Zoning Ordinance:
 1. ARTICLE 12 BLUFF LAND PROTECTION
 2. ARTICLE 30 CR, COMMERCIAL RECREATIONAL DISTRICT

Documents:

[CB_Packet_Articles_12_30.pdf](#)

FOR YOUR INFORMATION

FUTURE MEETING DATES

Documents:

[Future Meeting Dates.pdf](#)

COUNTY BOARD COMMITTEE REPORTS

NEW AND OLD BUSINESS

REVIEW & APPROVE THE COUNTY CLAIMS

ADJOURN

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JANUARY 17, 2017**

The Goodhue County Board of Commissioners met on Tuesday, January 17, 2017, at 9:00 a.m. in the County Board Room, Government Center, Red Wing, MN with Commissioners Anderson, Majerus, Nesseth, Drotos and Allen were all present.

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

¹ Moved by C/Majerus, seconded by C/Anderson, and carried to approve the January 3, 2017, County Board Minutes.

² Moved by C/Anderson, seconded by C/Majerus, and carried to approve the January 17, 2017, County Board Agenda.

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

1. Approve Award of Vasa Bridge Construction contract 599-16.
2. Approve Temporary On-Sale Liquor License for the Wanamingo Firemen's Relief Association.

VETERAN'S SERVICE OFFICE/COUNTY EXTENSION REPORT

Introduction of 4-H Program Coordinator- Alyson Kloeckner. County Extension Director, Robby Robinson, introduced Alyson Kloeckner, 4-H Program Coordinator to the board.

HUMAN RESOURCE DIRECTOR'S REPORT

Personnel Committee. The Personnel Committee met on Tuesday, January 17 prior to the board meeting. The items on the agenda requiring board action will be addressed at the Health and Human Services meeting.

PUBLIC WORKS DIRECTOR'S REPORT

Five Year County Highway Construction Program. Greg Isakson reviewed the Five Year Construction Program with the board.

⁴ Moved by C/Anderson, seconded by C/Majerus, and carried to approve the proposed Five Year County Highway Construction Program as presented.

FUTURE MEETING DATES:

1. January 16– County Offices Closed in observance of Martin Luther King, Jr Holiday.
2. January 17 at 8:30 a.m.- Budget/Personnel Committee Meeting: Administration Conference Room, Government Center, Red Wing.
3. January 17 at 9:00 a.m.- County Board Meeting: County Board Room, Government Center, Red Wing.
4. January 17 at 10:00 a.m.- Committee of the Whole Meeting: County Board Room, Government Center, Red Wing.
5. January 17 at 10:30 a.m.- Health & Human Services Board Meeting: County Board Room, Government Center, Red Wing.
6. January 17 at 11:15 a.m.- (or immediately following the HHS Board Meeting) 2017 County Board Workshop: Administration Conference Room, Government Center, Red Wing.
7. February 7 at 4:00 p.m.- Committee of the Whole Meeting: County Board Room, Government Center, Red Wing.
8. February 7 at 5:00 p.m.- County Board Meeting: County Board Room, Government Center, Red Wing.
9. February 20- County Offices Closed in observance of President's Day.
10. February 21 at 9:00 a.m.- County Board Meeting: County Board Room, Government Center, Red Wing.
11. February 21 at 10:30 a.m.- Health & Human Services Board Meeting: County Board Room, Government Center, Red Wing.

COMMITTEE REPORTS:

C/Drotos	•
C/Nesseth	•
C/Anderson	• SE MN Water Resource Board. South Country Health Alliance.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JANUARY 17, 2017**

C/Majerus	•
C/Allen	• History Center Annual Meeting. Planning Commission.
Administrator Arneson	•

Review and approve county claims.

- ⁵ Moved by C/Anderson, seconded by C/Majerus, and carried to approve to pay the County claims in the amount of 01-General Revenue \$492,990.17, 03-Public Works \$65,108.16, 11- Human Service Fund \$13,614.63, 21-ISTS \$00, 25- EDA \$00, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$157,788.69, 35-Debt Services \$2,480.79, 40-County Ditch \$00, 61-Waste Management \$6,176.21, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$00, 81-Settlement \$50,619.30, in the total amount of \$788,777.95.
- ⁶ Moved by C/Anderson, seconded by C/Nesseth, and carried to approve to adjourn the January 17, 2017, County Board Meeting.

SCOTT O. ARNESON
COUNTY ADMINISTRATOR

RON ALLEN, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

MINUTE

1. Approved the January 3, 2017 County Board Meeting Minutes. (Motion carried 5-0)
2. Approved the January 17, 2017 County Board Meeting Agenda. (Motion carried 5-0)
3. Approved the January 17, 2017 Consent Agenda as amended. (Motion carried 5-0)
4. Approved the Five Year Construction Program. (Motion carried 5-0)
5. Approved the County Claims. (Motion carried 5-0)
6. Approved to adjourn the January 17, 2017 County Board Meeting. (Motion carried 5-0)

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Wells Creek Riders License Number: 05333
 Address: P.O. Box 134 City: Lake City, MN Zip: 55041
 Chief Executive Officer (CEO) Name: Terry Waltman Daytime Phone: 651-261-7731
 Gambling Manager Name: Amy Popper Daytime Phone: 651-764-2995

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 2/25/17 to 2/25/17

Check the type of games that will be conducted:

- Raffle
 Pull-Tabs
 Bingo
 Tipboards
 Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Mt. Frontenac Golf Course

Street address and City (or township): 32420 Ski Rd Frontenac Zip: 55026 County: Goodhue

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature:  Date: 1/26/17
 Print Lessor's Name: Dan Higgins

Acknowledgment by Local Unit of Government: Approval by Resolution

<p align="center">CITY APPROVAL for a gambling premises located within city limits</p>	<p align="center">COUNTY APPROVAL for a gambling premises located in a township</p>
<p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; margin: 20px auto; width: fit-content;"> <p align="center">Local unit of government must sign.</p> </div>	<p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Tony Walden _____ 1-9-2017
Signature of CEO (must be CEO's signature; designee may not sign) Date

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 conducts lawful gambling on five or fewer days, and
 awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Resthaven Horse Rescue Previous Gambling Permit Number: X-93721-16-001
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
Mailing Address: Po Box
City: Castle Rock State: MN Zip: 55010 County: Dakota
Name of Chief Executive Officer (CEO): MadeLine Snyder
Daytime Phone: 612-839-9409 Email: resthavenhorserescue@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Resthaven Horse Rescue
Address (do not use P.O. box): 6320 377th St. way
City or Township: Cannon Falls Zip: 55009 County: Goodhue
Date(s) of activity (for raffles, indicate the date of the drawing): Sept. 23, 2017
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards
 Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ _____)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under List of Licensees, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Madeline Snyder* Date: 1/28/2017
(Signature must be CEO's signature; designee may not sign)

Print Name: Madeline Snyder

REQUIREMENTS

Complete a separate application for:

all gambling conducted on two or more consecutive days, or

all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

a copy of your proof of nonprofit status, and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



Print Form

GOODHUE COUNTY APPLICATION FOR TUITION REIMBURSEMENT

(completed by employee)

This application must be filed with your Department Head prior to the start of the class.

Name

Address

City State Zip Code

Department

Job Title Course Title

School Course begins ends

Tuition Cost \$

Explain nature or content of course:

1st class to obtain a Bachelor of Science in Criminal Justice. Bemidji State University did a credit assessment and in order for me to obtain my Bachelor of Science in Criminal Justice (4 year degree) I have a few liberal arts requirements to complete along with law enforcement/criminal justice specific courses. This course, Intro to Physical Geography, is one of my remaining liberal arts requirements for this degree. Physical Geography is a course that deals with the processes that shape the earth's surface.

This application is submitted for approval of tuition reimbursement for the above in accordance with the provisions and conditions of the Tuition Reimbursement Policy. My enrollment in this course is voluntary and I understand that my time spent taking the course will not be considered as time worked for Goodhue County. I understand the required vesting period as stated in the Tuition Reimbursement Policy and elect to reimburse the County if the vesting period requirement is not met.

Employee Signature: *[Signature]* #122

DEPARTMENT HEAD/SUPERVISOR APPROVAL

I believe this course Will Will not benefit this employee in his/her present capacity.

Department Head Signature: *[Signature]* Date

NOTICE OF COMPLETION AND APPLICATION FOR REFUND

The employee named on this application has satisfactorily completed the course described in this application. The completed records of completion and the receipt of payment are attached.

Please refund employee \$ in accordance with the provisions of the Tuition Reimbursement Program.

Department of Human Resources Signature: _____ Date



Carolyn Holmsten
Finance Director
Goodhue County

Carolyn.Holmsten@co.goodhue.mn.us
509 W. Fifth St.
Red Wing, MN 55066
Office (651) 385.3021
Fax (651) 267-4878

TO: Board of Commissioners

FROM: Carolyn Holmsten, Finance Director

DATE: January 26, 2017

RE: Approval of repurchase of tax-forfeited land

Summary

Parcel 66.160.0216 forfeited to the State of MN on May 9, 2016 due to nonpayment of property taxes. The 2016 forfeited land sale is set for February 16th. Mr. Malloy was notified of the pending sale as he still owns land that adjoins this parcel. We received a written request to repurchase this parcel from Mr. Malloy. Due to the timing of the auction Mr. Malloy also has given our office the funds to cover the repurchase amount, which we are holding until the outcome of this request is known. To repurchase he had to pay all past due taxes, penalty, interest and costs.

Background

MN Statute 282.241 states that at this point in the process the property owner or taxpayer does not have a right to repurchase the property; however, they do have the privilege of submitting a written application to the county board, requesting to repurchase a parcel of tax-forfeited property. The county board by resolution has the authority and responsibility to approve or disapprove any written request for repurchase.

The county board's approval is to be given only if at least one of the following conditions is determined to be true.

1. The county board is to determine that the undue hardship or injustice resulting for the tax forfeiture will be corrected by the repurchase.
2. The county board is to determine that the repurchase will best serve the public interest.

Recommendation

We feel condition #2 above is met and recommend the board approve the repurchase of parcel 66.160.0216 for \$2,625.24.

RESOLUTION FOR REPURCHASE OF FORFEITED LANDS

WHEREAS, property located in the City of Kenyon described as parcel 66.160.0216 forfeited to the State of MN for delinquent taxes in the 2009 payable 2010 and subsequent years, as provided by the appropriate statutes, and

WHEREAS, MS 282.241 provides for repurchase after forfeiture of tax by aggregate of all delinquent taxes and assessments, together with penalties, interest and costs which would have accrued had said lands not forfeited to the State, unless prior to the time of repurchase such parcels shall have been sold, and

WHEREAS, this Board has determined that said repurchase would best serve the public interest;

NOW THEREFORE BE IT RESOLVED, that James Malloy, be authorized to repurchase property referred to above, under the provisions of the above mentioned statute, provided that payment is made in the sum of all taxes, assessments, penalties, interest and costs, and that payment shall be made within thirty days of county board approval.



**GOODHUE COUNTY
OFFICE OF EMERGENCY MANAGEMENT**

430 W 6th Street
Red Wing, Minnesota 55066

January 30, 2017

To: Goodhue County Board

From: Diane Richter-Biwer, Director

A handwritten signature in black ink, appearing to be "DRB", is written over the name "Diane Richter-Biwer".

**Re: LETTER OF AGREEMENT BETWEEN GOODHUE COUNTY AND NORTHERN STATES POWER
COMPANY-MINNESOTA FOR EMERGENCY REPOSNSE SERVICES TO THE PRAIRIE ISLAND NUCLEAR
GENERATING PLANT**

Background:

The Letter of Agreement (LOA) outlines the level of responsibilities that Goodhue County Sheriff's Office, Public Works and Emergency Management agree to provide pursuant to the Emergency Operations Plan. This agreement was last signed in March 2014.

Current Situation:

Only very minor changes have been made within the document such as dates, changing the Vice President at the plant and County Board Chairman. The Public Works Director, County Sheriff, County Attorney and Emergency Management Director have reviewed the LOA and agree to sign the contents within it.

Recommendation:

I recommend that the Goodhue County Board approve the LOA with NSPM for a response at the Prairie Island Nuclear Generating Plant.

LETTER OF AGREEMENT BETWEEN GOODHUE COUNTY, MINNESOTA, AND THE SHERIFF'S AND PUBLIC WORKS DEPARTMENTS OF GOODHUE COUNTY, MINNESOTA, THE EMERGENCY MANAGEMENT DIRECTOR OF GOODHUE COUNTY, MINNESOTA, AND NORTHERN STATES POWER COMPANY-MINNESOTA FOR EMERGENCY RESPONSE SERVICES

Pursuant to the terms of this Letter of Agreement (Agreement), the County of Goodhue, Minnesota (Goodhue County), the Goodhue County Sheriff's Department (Sheriff), the Goodhue County Public Works Department (Public Works Department), the Goodhue County Emergency Management Director (EM Director) and Northern States Power Company-Minnesota (NSPM) (together, Parties) agree to provide emergency response services to the Prairie Island Nuclear Generating Plant ("Prairie Island") as follows:

1. The Parties will respond to an incident at Prairie Island consistent with requirements outlined in the Xcel Energy Offsite Nuclear Emergency Plan, Document No. FP-EP-PLAN-1, Rev. 6 (December 23, 2014) (Offsite Plan), the Prairie Island Emergency Plan, Rev. 52 (Prairie Island Plan), and the Homeland Security and Emergency Management Prairie Island Nuclear Generating Plant Radiological Emergency Preparedness Hostile Action Based (HAB) Events Plan Supplement (together, Plans) and any revisions to the Plans, provided that NSPM provides a copy of the revised Plan to all other Parties within 30 days of the date of the revised Plan.
2. Each Party understands its responsibilities pursuant to the Plans. The Parties have equipment, agreements and procedures to respond to an emergency at Prairie Island.
3. The Parties have mutually adopted and agree to use the Emergency Action Levels as specified in the Plans.
4. In addition to providing emergency services as described in the Plans, Goodhue County agrees to perform the following responsibilities as set forth in the Goodhue County Emergency Response Plan:
 - a. Coordination and Control: The Red Wing Police Department ("RWPD") has primary authority in the area of Prairie Island and shall be the normal single point-of-contact for outside response. The RWPD has the ability to request additional response resources from neighboring agencies (i.e. the primary source of additional resources will be the Goodhue County Sheriff's Office with the ability to request assistance from other neighboring agencies as necessary) to assist them in response to any Prairie Island contingency situation, including a HAB event. Goodhue County and the Sheriff also has agreements in place to request additional response resources from neighboring agencies, including resources needed to respond to an HAB event.

In the event Prairie Island has declared a General Emergency, the Sheriff shall assume operational control over all emergency response operations. The Sheriff will be in charge of all County Law enforcement personnel and shall exercise its

authority over local law enforcement personnel.

For a HAB event, the Red Wing Police Department will set up an Incident Command Post (ICP) near the site. The pre-designated ICP locations have been identified; however, selection will depend on the incident. The City of Red Wing Police Department maintains the list of potential ICP sites and will be responsible for designating the site during a response and telling the other agencies responding to the location. Unified Command should be established and includes the City of Red Wing, Goodhue and Dakota Counties, state, federal and utility expertise. Goodhue County will support the Command Post.

The Goodhue County Sheriff's Office Tactical Response Team will be the lead tactical response operations group coordinator and coordinate the tactical law enforcement response with Command. Goodhue County Sheriff's Office should request tactical team resources as needed from: Minnesota State Patrol Special Response Team, Dakota County ERT, FBI SWAT and Washington County ERT.

The initial hostile action response goals are:

- Maintain vital plant systems to prevent a release of radioactive materials
- Protection of on-site workforce
- Neutralizing the adversaries and
- Restoring plant operating conditions

Law enforcement tactical operational priorities include:

- Securing a perimeter around the site
- Immediate containment of vital areas
- Sweep and securing of vital areas
- Safe movement of critical workers on the site
- Neutralizing adversaries
- Protection/evacuation of the on-site workforce
- Sweep of protected area and owner controlled area

The Incident Command Post should be responsible for tracking resources and personnel at or near the site and the City of Red Wing/Goodhue County Emergency Operation Center (EOC) should be responsible for tracking resources and personnel off-site in accordance with the Radiological Emergency Plan.

- b. For a HAB event, communication will be established between the Incident Commander and plant security and operations as soon as possible. The primary, secondary and tertiary communications links are stated in the HSEM Prairie Island Nuclear Generating Plant (PINGP) Radiological Emergency Preparedness Hostile Action Based Events Plan Supplement.
- c. Traffic Control: The Sheriff will control traffic out of and into areas affected by the emergency and will coordinate such traffic control with the City of Red Wing. The

Public Works Department will support these efforts.

For a HAB incident, implement and staff the pre-determined 2-Mile Traffic and Access Control Points (TACP) to restrict traffic entering the area on local roads as identified in the REP Plans and maps. All law enforcement assigned TACP duties should allow plant employees with proper identification to pass the TACPs to support on-site response activities.

- d. Law Enforcement: Law enforcement will be provided by the Sheriff. The Sheriff will provide these services independently or in conjunction with other law enforcement agencies. The Sheriff will be responsible for initially activating local emergency response personnel, including necessary Sheriff personnel. The Sheriff, in conjunction with other law enforcement agencies, shall provide security, establishing evacuation routes, traffic control, and activation of the Public Alert and Notification Systems, if required. The Sheriff shall call upon mutual aid resources to assist as necessary in response to a HAB or other event.
 - e. Public Works Department: The Public Works Department will assist the Sheriff in any evacuation and will provide road block barricades and other necessary equipment to support any evacuation.
 - f. Public Information: The Chairman of the County Board, the Emergency Management Director or the County Administrator or designee, shall be the only public officials authorized to serve as the Public Information Officer ("PIO") for Goodhue County, unless the emergency is due to criminal activity, in which event the Sheriff may be authorized to act as a PIO. Goodhue County may separately appoint a spokesperson to represent Goodhue County at the Joint Information Center.
 - g. Public Alert and Notification (Sirens): The Sheriff's Dispatch personnel shall directly follow the Goodhue County written procedures regarding siren tests when conducting cancel and alert tests or siren activations on both the primary and backup siren systems. The Sheriff's Dispatch will contact either Prairie Island or the siren vendor (Nelcom Corporation) prior to changes made on the siren or radio systems that might affect activation of Prairie Island's sirens in Goodhue County. The Sheriff's Dispatch will notify Prairie Island and the siren vendor if the Sheriff's Dispatch falsely activates Prairie Island's sirens in Goodhue County or if a false siren activation is reported on one of these sirens.
5. NSPM Support: NSPM will respond to an emergency at Prairie Island as outlined in the Prairie Island Plan. NSPM will support emergency response services provided by the County, the Sheriff, the Public Works Department, the Emergency Management Director, and all other law enforcement and emergency services providers, including providing training, exercises and drills. The County, Sheriff, Public Works Department, Emergency Management Director and their respective staffs agree to participate in the

training, exercises and drills provided. The Parties shall ensure that those agencies that may be called upon to assist in response to a HAB event also receive the training, drills and exercises necessary.

6. NSPM shall ensure prompt access to Prairie Island in accordance with plant procedures.
7. Withdrawal. This Agreement shall become effective on the date of the last signature by the authorized representatives of the Parties. The Agreement may be amended with mutual consent of all Parties. Any party may withdraw from the Agreement by providing one hundred twenty days' written notice of intent to withdraw from the Agreement to all other parties. The Agreement shall continue in full force and effect for all other Parties that have not submitted a notice of intent to withdraw from the Agreement.

Agree to:

Ron Allen
Chairman of the Board
Goodhue County

Date

Scott McNurlin
Sheriff
Goodhue County

Date

Greg Isakson
Goodhue County Public Works Director
Goodhue County

Date

Diane Richter-Biwer
Emergency Management Director
Goodhue County

Date

Scott Northard
Site Vice President
Prairie Island Nuclear Generating Plant

Date



Office of the

Goodhue County Sheriff

430 West 6th Street • Red Wing, MN 55066

Scott T. McNurlin

Adult Detention Center
651-267-2804

Law Enforcement Center
Business Hours 651-267-2600
After Hours 651-385-3155

Fax Number
651-267-2679

January 25, 2017

To: Goodhue County Board of Commissioners

From: Captain Brian Coleman, Adult Detention Center Administrator

Re: S.G.T.S. Preventative Maintenance Agreement

Summary:

Since 2001 the Goodhue County Sheriff's Office/Adult Detention Center has contracted with S.G.T.S. for providing preventative maintenance and repair of the ADC facilities security systems as well as all the doors and locks within the secure area of the ADC. The doors and locks were the bulk of what S.G.T.S. was contracted for.

As of January 2017 the ADC will no longer need S.G.T.S. to service the security systems as we now have a new system in place which will be maintained by Accurate Controls, the vendor that installed the system. However we will still need S.G.T.S. for maintaining the doors and locks, Accurate Controls does not service these.

We have a proposal from S.G.T.S, to continue the preventative maintenance and repair of the doors and locks for 2017 at a reduced rate from the previous agreement that had included the security systems. S.G.T.S. has proposed a fee for 2017 of **\$26,990.00**. This is a **\$3,768.00** reduction from the original agreement proposal for 2017.

Recommendation:

We would recommend the county enter into this agreement with S.G.T.S. for 2017. The funding for this was already placed into the budget for this purpose for 2017.

Respectfully,

Captain Brian Coleman
Administrator
Goodhue County Adult Detention Center



December 19, 2016

Brian Coleman
Jail Administrator
Goodhue County Sheriff's Department

Dear Mr. Coleman

Thank you for the opportunity to serve Goodhue County. As per your request, I am pleased to provide the following annual Preventative Maintenance Plan for 2017.

With this Preventative Maintenance Plan, you will still have the following benefits:

- 30% off our regular published labor rates (still unchanged since 2008) for any service that falls outside the scope of your Preventative Maintenance Plan.
- Round-trip travel charges for service visits will never exceed 4 hours
- A dedicated Account Manager focused on matching our services to your specific needs.
- Never a charge for Emergency Mobilization (Saves you a \$200 fee when we must leave other jobs in process to attend to emergency calls)
- Free, priority phone support for any/all equipment or solutions we have provided for the life of the equipment
- Full one-year parts and labor warranty on all components we provide
- No minimum orders and no order processing charges for components or parts ordered from us
- (4) annual visits including up to 50 on-site hours.
- (2) Emergency calls per agreement

I have attached an annual Plan for you to review, unless you wish to make changes, it will automatically renew on January 1st, 2017 The cost for the Annual Plan: **\$26,990.00**. That is \$3,768.00 decrease for minus the headend maintenance.

Please feel free to contact me directly if you have any questions or concerns, or if I can assist you with additional services in any way.

Thank you once again for placing your trust in SGTS INC.

Sincerely,

John Wedige

Account Manager

PREVENTATIVE MAINTENANCE AGREEMENT

This Preventative Maintenance Agreement (Agreement) is made as of 1st day of January 2017 between SGTS, Inc. 400 Venture Court, Verona, WI 53593 and Goodhue County Sheriff's Department, 430 West 6th Street, Red Wing, MN 55066 (Customer). Notices related to this Agreement will be effective hereunder when, and only when they are in written form, delivered by U.S. Postal Service Certified Mail, Return Receipt Requested, to those who signed this agreement or their designees at the addresses listed above.

1. **Term and Termination.** The term of this Agreement shall commence on the date shown above, shall continue for a period of 12 months, and shall renew automatically on each successive anniversary with a price increase of 5% unless otherwise agreed upon by both parties. Either party may terminate this Agreement at any time, for any reason or no reason at all, upon no less than 30 days prior written notice to the other party. Upon such termination, SGTS, Inc. shall be entitled to receive payment of all maintenance fees and other compensation due through the date of termination.

2. **Scope of Service and Cost.** SGTS, Inc. will provide on-site inspection and/or system recertification of access control, surveillance and security systems within the Customer's facility. This will include duties performed, on quantities listed, and at costs as defined in Exhibit [].

3. **Faulty equipment.** Any equipment found to be malfunctioning or worn to a point where replacement is recommended by SGTS, inc. will be replaced on a time and material billed service basis upon written approval of personnel authorized by Customer to approve such purchases. Materials (parts) will be billed at SGTS, inc. cost plus 15% for overhead and 15% profit. Labor will be billed at the SGTS, Inc. then current published standard hourly labor rate less 20% for customers under a maintenance agreement.

4. **Emergency/Normal On Call service.** SGTS, Inc. will provide service, as requested by authorized Customer personnel, with verbal response within 2 hours and, if deemed necessary, on-site response within 48 hours for normal calls and within 24 hours for those deemed emergency.

5. **Cost, Payments and Credit Worthiness.** The total cost for this Agreement and payment schedule is as shown in Exhibit A. SGTS, Inc. reserves the right to disapprove a customer's credit and may require advance payments or a guaranty of prompt payments. Customer agrees to pay each invoice within thirty (30) days of the invoice date. Any past due amounts will delay scheduled site visits until payment is received and Customer is in good standing. SGTS, inc. reserves the right to charge interest of 1.0% per month on any past due amounts.

6. **Additional Terms.** No additional terms or conditions shall be binding to SGTS, Inc. unless expressly agreed to by SGTS, inc. and the customer in writing 30 days prior to the said additional terms becoming binding.

7. **Limited Warranty.** SGTS, Inc. will warrant its work, and products provided by us, for a period of one year from date of installation. SGTS, Inc. will repair, or replace at its option, any product provided by us under the terms of this agreement found to not be performing as it was intended to. Product found to be non-performing because of abuse, misuse, or negligence by Customer employees or their agents are excluded from this warranty. SGTS, Inc. assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Customer's facility when this agreement was entered into. Under no circumstances shall SGTS, Inc. be liable to the Customer or any person for incidental or consequential damages of any nature, including but not limited to, damages for personal injury or damages to property, and however occasioned, whether alleged as resulting from breach of warranty by SGTS, Inc., the negligence of SGTS, Inc. or otherwise.

8. **Liability for Performance of Services and Limitation of Remedies.** Customer agrees that SGTS, Inc. is not an insurer and that the payments specified in this Agreement are based solely on the value of the services describe in this Agreement and it is not the intention of the parties that SGTS, Inc. assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under the pursuant to this Agreement or for any loss or damages sustained through burglary, theft, robber, fire or other causes or any

liability on the part of SGTS, Inc. by virtue of this Agreement or because of the relation established by this Agreement. If, in spite of the above provisions, there at any time shall be or arise any liability on the part of SGTS, Inc. or because of the relation established by this Agreement, whether due to the negligence of SGTS, Inc. or otherwise, such liability is and shall be limited to a sum not to exceed the amount of the purchase price and/or labor charges paid by Customer for the goods and/or services provided hereunder, which sum shall be paid and received as liquidated damages. Such liability is set forth in this Agreement is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive.

9. **Necessary Information & Cooperation.** The Customer agrees to supply SGTS, Inc. with all system as-built documentation. Customer further agrees to supply SGTS with a current list of Customer's facility personnel who are authorized to request service as well as all check-in and check-out procedures, whom to report to upon arrival, and procedures when working in sensitive areas. All work performed by SGTS Inc. will require the cooperation and assistance of the Customer's personnel, which Customer hereby agrees to provide.

10. **Normal Working Hours.** SGTS, Inc. normal working hours are 7:30 am and 4:00 PM, Central Time, Monday through Friday. Service calls performed, above and beyond those covered by this agreement, during these normal hours will be invoiced at our standard maintenance agreement rates. Any service requirements during times other than these hours will be considered premium and will be invoice at 1.5 times the maintenance agreement rate with the exception of Sundays or National Holidays, which will be invoiced at 2.0 times the maintenance agreement rate.

11. **Governing Law.** This Agreement shall be governed and interpreted by and under the internal laws of the State of Wisconsin

12. **Severability.** If any provision in this Agreement shall, under any circumstances, be deemed invalid or unenforceable in any respect, the Agreement shall be construed with the invalid or unenforceable provision deleted, and the remaining terms and provisions shall remain valid and enforceable.

13. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

THE CUSTOMER ACKNOWLEDGES THAT HE/SHE IS AWARE THAT NO SECURITY SYSTEM CAN GUARANTEE PREVENTION OF LOSS. THAT HUMAN ERROR ON THE PART OF SGTS, INC. OR THE COUNTY IS ALWAYS POSSIBLE, AND THAT THE SECURITY SYSTEM WILL NOT WORK PROPERLY IF EQUIPMENT IS TAMPERED WITH, AND, OR OTHERWISE DAMAGED.

SGTS, inc. and the Customer, or their authorized representatives, hereby execute this agreement as of the date stated above.

SGTS, Inc.

CUSTOMER

By: _____

By: _____

Name: Scott Bukolt

Name: _____

Title: President

Title: _____

EXHIBIT A

SCOPE OF SERVICES AND COST

FOUR (4) ANNUAL PREVENTATIVE VISITS INCLUDNG UP TO 50 ON-SITE LABOR HOURS PER VISIT

SGTS will provide up to 50 technician labor hours in each of four (4) annual on-site preventative maintenance visits during SGTS normal weekday business hours to verify proper operation of the entire security control system and to document any recommended service needs. SGTS Inc. This includes but is not limited to:

1. RESOLVE PROBLEMS THAT OCCURRED SINCE THE LAST VISIT
2. PERFORM THE FOLLOWING PREVENTATIVE MAINTENANCE TASKS AS REMAINING TIME PERMITS
 - a. Inspection of door locks. SGTS, inc. will inspect one quarter of the total locks during each visit. Further, if requested, we will perform preventative maintenance inspections and adjustments as needed on the 10 most frequently operated doors during each visit. Each door serviced will receive the following service:
 - i. Remove covers from selected door locks and inspect for worn parts.
 - ii. Clean and lubricate selected door locks.
 - iii. Adjust any problem limit switches.
 - iv. Document any parts needing replacement for review by Customer.

Visits will be scheduled during SGTS normal business hours when mutually convenient for Customer and SGTS Inc.

INCLUDED EMERGENCY SERVICE CALLS

In addition to the above Preventative Maintenance Visit, SGTS inc. will provide up to two (2) Emergency service calls per agreement term including associated lodging, and per diem if applicable, up to 24 total hours of Technician travel & on-site time. If additional service visits or time are required, any unused hours from the Preventative Maintenance Visits may be substituted. Any and all additional service visits requested during the term of this agreement, or during any renewal term will be billed at SGTS then current published rates less a 12% discount, plus any related out-of-pocket expenses.

COST

The cost for this Agreement for the 2017 calendar year is \$26,990.00, payable in 4 quarterly installments of \$6747.50

GOODHUE COUNTY DEPARTMENT OF PUBLIC WORKS



Gregory Isakson, P.E.
Public Works Director/County Engineer

HIGHWAYS ♦ PARKS ♦ SOLID WASTE

2140 Pioneer Road
P.O. Box 404
Red Wing, MN 55066
PHONE 651.385.3025
FAX 651.388.8437
www.co.goodhue.mn.us

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 07 Feb 17 County Board Meeting
Consent Agenda
On-line auction – Sale of Obsolete Item

Date: 01 Feb 17

It is the intent of Public Works to sell the following item on public auction:

Plotter - HP Designjet T1100



Melissa Cushing
Goodhue County Human Resource Director
Goodhue County

Melissa.cushing@co.goodhue.mn.us
509 W. Fifth St.
Red Wing, MN 55066
Office (651) 385.3031
Fax -- (651) 267.4872

TO: Goodhue County Commissioners
FROM: Melissa Cushing, Human Resource Director
DATE: February 7, 2017
RE: IT Director

As you recall, the Board approved filling the IT Director position three months before the current IT Director resigns.

We received approximately 40 applications for the IT Director position. A hiring committee interviewed ten applicants the first round and three applicants the second round. Based on a recommendation from the hiring committee, we recommend John Smith for the IT Director position. Mr. Smith would begin employment on or around April 3, 2017.

According to the pay study, the IT Director is a grade 89. We also recommend Mr. Smith begin at step 7 or \$100,048.00. He would have a one year probationary period and receive his next step increase on April 1, 2018 with a positive performance evaluation.

Finally, since Mr. Smith will be moving from Arizona to Red Wing, we recommend he receive up to \$1,500 for moving expenses based on submission of receipts.

Goodhue County Land Use Management

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

Lisa M. Hanni, L.S. Director



County Surveyor / Recorder

Building | Planning | Zoning
Telephone: 651.385.3104
Fax: 651.385.3106

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

To: County Board
From: Land Use Management
Meeting Date: February 7, 2017
Report date: February 1, 2017

Request: Amundson CUP. Request for a Conditional Use Permit (CUP) to operate Green Edge Lawn service and Spring-Green Lawn Care business in an A1 district.

Application Information:

Applicant(s): Marty Amundson
Address of zoning request: 41396 County 4 Blvd Zumbrota MN 55992
PID: 47.011.0700
Short Legal Description: Part of the SE ¼ of NW ¼, Sect 11 Twp 110 Range 15
Township Information: Zumbrota has acknowledged the request and offered no comments.

Attachments:

Description of Business Use from Applicant
Site Maps identifying Existing and Proposed Business Facilities
Goodhue County Zoning Ordinance: Article 21 (A-1 Zone District Regulations) and Article 11 (Performance Standards) - <http://www.co.goodhue.mn.us/DocumentCenter/View/2428>
PAC report and information Packet: January 9th,
2017: <http://co.goodhue.mn.us/AgendaCenter/ViewFile/Item/4615?fileID=11754>

Background:

Current owners are requesting a CUP for Green Edge Lawn service and Spring-Green Lawn Care and expand the business with a new office building.

The property is a 10 acre parcel adjacent to County 4 Blvd. Existing access to dwelling and the business is provided by a driveway access from County 4 Blvd.

Green Edge Lawn is primarily lawn mowing, yard clean up and snow removal and *Spring-Green Lawn Care* primarily focuses on lawn care with fertilization, weed control, lawn aeration and mosquito reduction. As a business that provides lawn care these businesses generally qualify as a “business primarily intended to serve the agricultural community”

The applicant has indicated that wastewater treatment will be developed prior to a building permit application for the new building. Plenty of site area exists for an on-site sub-surface wastewater treatment system and for any storm water ponding areas or other related improvements.

Draft Findings of Fact to support approval:

- A. The proposed use does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the immediate vicinity.
- B. Green Edge Lawn service and Spring-Green Lawn Care has conducted business on the site since 2001, and does not appear to have impeded the normal and orderly development and improvement of the surrounding properties.
- C. Direct access to the site is provided by County 4 Blvd with connection to 410th Street (north of the site) and 420th Street (south of the site).
- D. Existing and proposed facilities conform with the off-street parking and loading requirements set forth in Goodhue County Zoning Ordinance, Article 11 (Performance Standards, Sections 15 and 16).
- E. The proposed expansion of Green Edge Lawn service and Spring-Green Lawn Care on the property located within the County's A-1 (Agricultural Protection Zone District) represents an appropriate conditionally permitted use as a "business intended to primarily serve the agricultural community".

PAC Recommendation:

The PAC recommends that the County Board:

- adopt the staff report into the record (dated February 1, 2017);
- adopt the findings of fact;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

APPROVE the request for a Conditional Use Permit (CUP) to operate Green Edge Lawn service and Spring-Green Lawn Care business in an A1 district subject to the following conditions:

1. Conformance with plans and supporting information included with the Conditional Use Permit application submitted to Goodhue County Land Use Management Office,
2. Compliance with any applicable local, state and federal permits and/or licensing,
3. The applicant or their contractor shall submit a complete application for an on-site subsurface sewage treatment system needed to serve existing and proposed facilities in compliance with applicable County and State of Minnesota Wastewater Water Treatment rules and standards,
4. The owners will cooperate with inspections of the facility in coordination with Land Use staff.

The Planning Advisory Commission recommendation,
At 41396 County 4 Blvd Zumbrota MN 55992, PID: 47.011.0700, Part of the SE ¼ of NW ¼, Sect 11
Twp 110 Range 15 in Zumbrota Township.

**PLANNING COMMISSION
GOODHUE COUNTY, MN
January 9th, 2016 MEETING MINUTES
DRAFT**

8. PUBLIC HEARING: Amundson CUP: Request for a Conditional Use Permit (CUP) to operate Green Edge Lawn service and Spring-Green Lawn Care business in an A1 district. 41396 County 4 Blvd Zumbrota MN 55992, PID 47.011.0700, Part of the SE ¼ of NW ¼, Sect 11 Twp 110 Range 15, in Zumbrota township.

Mr. and Mrs. Amundson were present.

Mike Wozniak presented the staff report and attachments.

Mr. Amundson clarified that the business is expanding after several years in this location within the home on site.

Commissioner Gale ask if the applicant would like to be a home based business as an IUP or CUP business.

Mr. Amundson said that he thought that he was really more of an agricultural operation and would prefer to operate as a CUP.

Wozniak explained the difference of the CUP and IUP; the CUP runs with the land and an IUP would be good for this owner only.

There was discussion about the expansion of the use and the need to update to the CUP in order to be current and compliant with the Goodhue County Zoning Ordinance.

Chair Drazkowski opened the Public Hearing.

Dean Tiedemann Zumbrota township supervisor stated that there was no opposition in the township.

After Chair Drazkowski asked three times for comments it was moved by Commissioner Bauer and seconded by Commissioner Fox to close the public hearing. Motion carried 9:0

Commissioner Nystuen inquired about the waste water treatment and chemical storage.

Wozniak stated that the applicant and the site would be subject to MPCA rules for chemicals.

Mr. Amundson said that cleanup usually consists of one end of the year job; often a church lawn done for free to use up any surplus lawn chemicals.

Motion by Commissioner Pettit seconded by Gale, for the Planning Advisory Commission to:

- adopt the staff report into the record (dated January 3, 2017);
- adopt the findings of fact;
- accept the application, testimony, exhibits, and other evidence presented into the record; and

Recommend the County Board of Commissioners APPROVE the request for a Conditional Use Permit (CUP) to operate Green Edge Lawn service and Spring-Green Lawn Care business in an A1 district subject to the following conditions:

1. Conformance with plans and supporting information included with the Conditional Use Permit application submitted to Goodhue County Land Use Management Office;
2. Compliance with any applicable local, state and federal permits and/or licensing;
3. The applicant or their contractor shall submit a complete application for an on-site subsurface sewage treatment system needed to serve existing and proposed facilities in compliance with applicable County and State of Minnesota Wastewater Water Treatment rules and standards;
4. The owners will cooperate with inspections of the facility in coordination with Land Use staff;

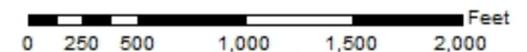
At 41396 County 4 Blvd Zumbrota MN 55992, PID: 47.011.0700, Part of the SE ¼ of NW ¼, Sect 11 Twp 110 Range 15 in Zumbrota Township.

Motion Carried 9:0



PUBLIC HEARING: Amundson CUP:
 Request for a Conditional Use Permit (CUP)
 to operate Green Edge Lawn service and
 Spring-Green Lawn Care business in an A1 district.
 41396 County 4 Blvd Zumbrota MN 55992,
 PID 47.011.0700,
 Part of the SE ¼ of NW ¼,
 Sect 11 Twp 110 Range 15,
 Zumbrota township.

- Legend**
- Stream Center Line**
 - STATUS**
 - Intermittent
 - Protected
 - Tax Parcel
 - Section Line
 - Road
 - 2014 Feedlot parcel
 - Municipal Boundaries
 - Dwelling Point
 - % Slope**
 - 20
 - 30
 - Shoreland



DATA DISCLAIMER: Goodhue County assumes NO liability for the accuracy or completeness of this map OR responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse. Goodhue County Copyright 2016.

2016 Aerial Imagery

Map Created 2016 Kate Eynok

RECEIVED

GOODHUE COUNTY CONDITIONAL/INTERIM USE PERMIT APPLICATION

DEC 14 2016

Parcel # 470-11-0700

Permit Land Use Management

217-0001

PROPERTY OWNER INFORMATION

Last Name Amundson First Martin Email: _____
 Street Address 41396 County 4 Blvd Phone _____
 City Zumbrota State MN Zip 55992 Attach Legal Description as Exhibit "A"
 Authorized Agent Phone _____
 Mailing Address of Landowner: 41396 County 4 Blvd Zumbrota MN 55992
 Mailing Address of Agent: _____

PROJECT INFORMATION

Site Address (if different than above): _____
 Lot Size 10 Acres Structure Dimensions (if applicable) Up to 2000 Sqft 50x30 possibly
 What is the conditional/interim use permit for? To build a office Building that employees will work from Seasonally
 Written justification for request including discussion of how any potential conflicts with existing nearby land uses will be minimized
Currently working out of my Home need space to allow the farm and lawn care companies to have adequate space to function properly. Currently have employees on site so see no conflicts with nearby land uses, possible increase in traffic flow on County 4

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 [Signature] Date 12-12-16
 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 variance request.

Signature [Signature] Title Clerk Date 12-13-16
 Comments: _____

COUNTY SECTION COUNTY FEE \$350 RECEIPT # _____ DATE PAID _____

Applicant requests a variance from 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: _____

GOODHUE COUNTY CONDITIONAL/INTERIM USE PERMIT APPLICATION

**APPLICANT FINDINGS OF FACT
AND SUPPORTING INFORMATION REGARDING CONDITIONAL/INTERIM USE PERMIT**

1. In the foreseeable future could the use be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or will the use substantially diminish and impair property values within the immediate vicinity. Please explain why or why not.

Believe No effect maybe will increase property value

2. Could the conditional/interim use permit impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area? Why or why not.

Don't think so! Currently all Ag land surrounds site for which I farm

3. Will adequate utilities, access roads, drainage and other necessary facilities be provided, or are they currently being provided. Please explain.

All are provided already since there was a temporary living structure there at one time

4. Will adequate measures be, or are they currently being, taken to provide sufficient off-street parking and loading space to serve the proposed use. Please describe.

This site is almost a quarter mile off Road so NO issue with using country for any purposes

5. Will adequate measures be, or are they currently being, taken control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Please describe.

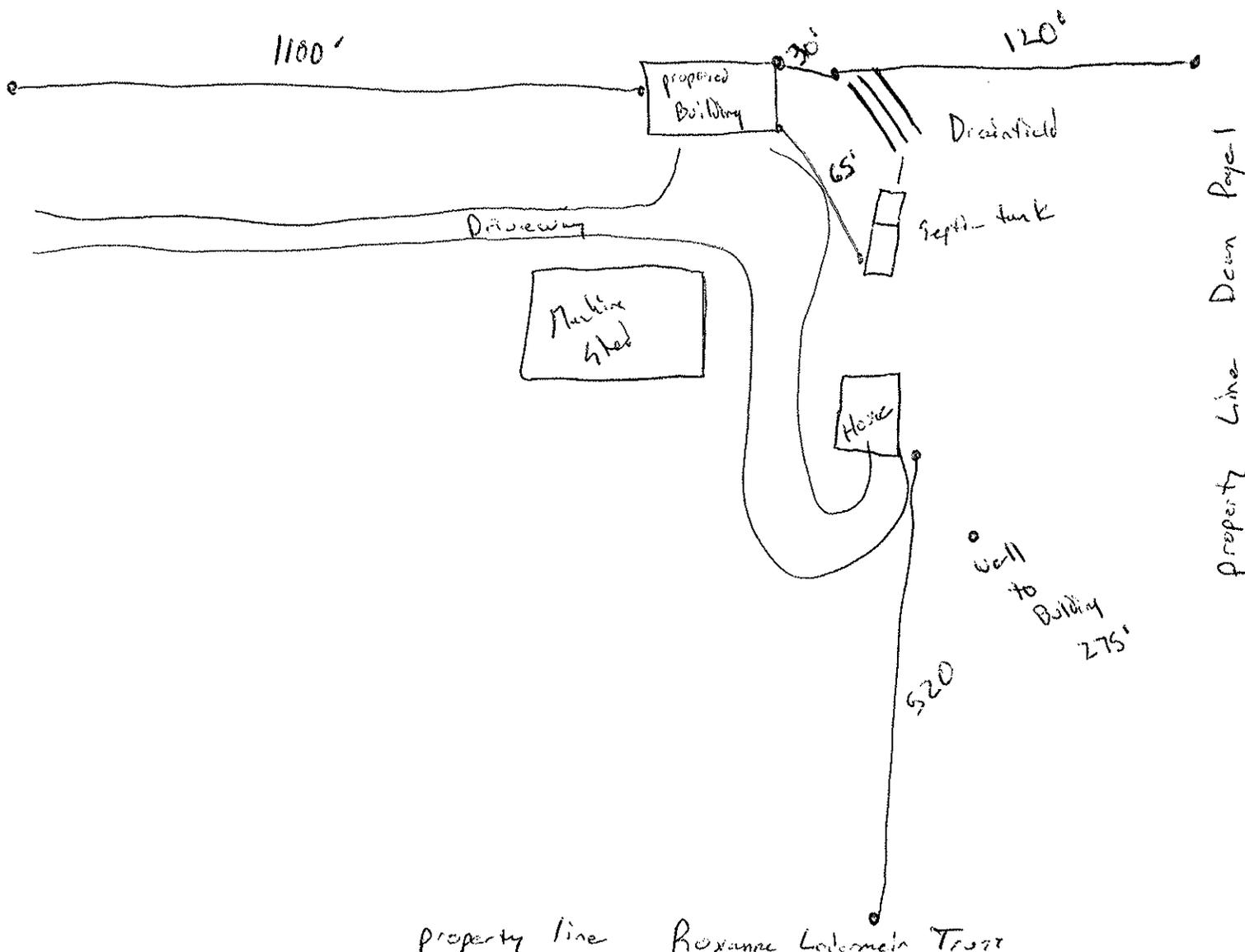
office Building will produce light and will be built with trees surrounding it to isolate the lights at night

12-13-16
LH

Site Plan

North farm field owned by Mary Ambrose

County 4 Block



- Must include the following information (if applicable):
- North arrow
 - Property lines
 - Dimensions of parcel
 - All buildings with dimensions
 - Distance
 - Proposed building(s) with dimensions and distances to property lines
 - Distance from proposed building(s) to well
 - Distance from proposed building(s) to septic system
 - Any natural feature(s) having an influence on the variance

12-13-16
LH

Marty Amundson

I am a farmer first and foremost. I grow Corn and Soybeans and Custom harvest 2400 acres for family and friends. I also Custom dry corn on my farm. I also own two separate entities that provide lawn care to customers throughout the region. I have 1 office staff person that is on full time and 1 that is on only during the spring sales season.

Green Edge Lawn service is my baby that was started from the ground up. Green edge primarily does lawn mowing, yard clean up and snow removal. Green Edge has been in the current business structure since 2008 but was started in 2001 currently there is 4 people on payroll when the grass is growing and 3 on payroll during snow removal. Green Edge has been operating from the current property since it began.

Spring-Green Lawn Care is a franchise that was added to Green Edge in the spring 2016. Spring-green primarily focuses on lawn care with fertilization, weed control, lawn aeration and mosquito reduction. I have 8 licensed commercial pesticide applicators that apply products primarily on personal lawns and some commercial properties in the region. We also go one step further and take soils samples and make corrections to peoples lawns to provide better use of the products we apply that help our environment with less waste.

We have no retail sales and all employees are off site to work at customer locations during the day.

From: martin amundson
Sent: Wednesday, December 21, 2016 9:27 AM
To: Eiyneck, Kate
Subject: Re: Getting started on your project

Will the public visit the site? No retail sales. So no public will be on site. No I don't foresee this in the future. Been doing this on site for 13 seasons and no public has been on site for really anything. This should not change.

Currently there is no storage of product or chemical. I use suppliers that deliver product as needed. What is held on site temporarily is stored in a machine shed east of grain bins. In the past I order as we need product. Everything in the past 13 years has come in bags and lawn chemical has come in 30 gallon drums.

On Dec 21, 2016, at 9:14 AM, Eiyneck, Kate <kate.eiyneck@co.goodhue.mn.us> wrote:

Marty,

Will the public visit your site? If not now, is that a possibility in the future?

Will you have any equipment or landscaping (rock, seed, chemical, etc.) storage on site, if so, where will the storage be located?

Kate Eiyneck
Zoning Assistant Goodhue County Land Use Management Department
509 West 5th Street, Red Wing, MN 55066
651-385-3103 (phone) kate.eiyneck@co.goodhue.mn.us

Goodhue County Land Use Management

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County Surveyor / Recorder

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To: Board of County Commissioners
From: Land Use Management
Meeting Date: February 7th, 2017

PUBLIC HEARING: Ordinance Changes: Request text amendment changes to Activities Associated with an Agri-Tourism Use (Article 10, Section 2, Subd. 8).

Background:

Landowners in Goodhue County can choose to expand into agricultural tourism opportunities to help sustain the profitability of farm operations and preserve historic structures, farmland, and open spaces. This type of tourism can bring many economic and social benefits, particularly in rural areas. Since this ordinance was enacted in 2010 numerous requests have included other events beyond wedding events, such as reunions or other social gatherings.

The proposed changes reflect housekeeping changes and what has been requested in past permit requests.

Proposed Changes: Article 10, Section 2, Subdivision 8:

NON-AGRICULTURAL USES/ACTIVITIES ASSOCIATED WITH AN AGRI-TOURISM USE.

This means activities that are part of an agri tourism operation's total offerings but not tied to farming or the farm's buildings, equipment, fields, etc. Such non-agriculturally related uses include but are not limited to:

- a. **Temporary** Amusement rides **associated with an event**
- b. Art or cultural related festivals
- c. Gift shops for the sale of non-agricultural products
- d. ~~Non-profit~~ **benefits events**
- e. Kitchen facilities, processing/cooking items for sale (subject to State of Minnesota, Department of Public Health standards) including eating establishments such as restaurants or café's.
- f. Temporary camping (subject to State of Minnesota Department of Public Health Standards for Recreation Camping)
- g. Wedding ceremonies or receptions
- h. Wine and catered food events
- i. **reunions**
- j. **concerts**
- k. **social gatherings or similar types of events.**

Draft Findings of Fact:

- A. The 2016 Comprehensive Plan outlines Agricultural Tourism as a viable use in the County.
- B. An Objective in the 2016 Comprehensive Plan in Agricultural Tourism is to "support Agricultural Tourism activities by allowing permitted or conditionally permitted activities within the appropriate zones."
- C. An Implementation Strategy in the 2016 Comprehensive Plan in Agricultural Tourism is to "Create reasonable Performance Standards in the Zoning Ordinance to address the additional activity associated with visitors in an agricultural setting."
- D. The changes reflect the requests from the public. Non-Agricultural Uses/Activities are

Conditional or Interim Use permits in the Agricultural districts, and are subject to approval through the PAC and County Board public processes.

The Planning Advisory Committee 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 ordinance wording changes as presented.

**PLANNING COMMISSION
GOODHUE COUNTY, MN
January 9th, 2016 MEETING MINUTES
DRAFT**

PUBLIC HEARING Consideration of Amendments to Goodhue County Zoning Ordinance-

1. ARTICLE 10 RULES AND DEFINITIONS

Subd 8. Non-agricultural Uses/Activities Associated with an Agri-tourism

Mike Wozniak presented the staff report and attachments.

Commissioner Pettit had concern about the wording for amusement rides; she questioned whether the amusement rides were intended to be temporary or permanent or could they be the sole purpose of a CUP.

Mike said that they could be either temporary or permanent and the current wording is a reflection of what is typically allowed in agri-tourism.

There was discussion about the clarification for the Amusement rides language: **Temporary Amusement rides associated with an event.**

Chair Drazkowski opened the Public Hearing.

8 After Chair Drazkowski asked three times for comments it was moved by Commissioner Feuling and seconded by Commissioner Fox to close the public hearing. Motion carried 9:0

There was discussion and concerns about agri-tourism uses and their fit within the County.

9Motion by Commissioner Nystrusen seconded by Feuling, for the Planning Advisory Commission to recommend to the County Board of Commissioners to

- adopt the staff report into the record (dated November 14, 2016);
 - adopt the findings of fact;
 - accept the application, testimony, exhibits, and other evidence presented into the record;
- and

APPROVE the ordinance wording changes as presented with the addition **Temporary Amusement rides associated with an event**

Article 10 Rules and Definitions

Subd 8. NON-AGRICULTURAL USES/ACTIVITIES ASSOCIATED WITH AN AGRI-TOURISM USE.

This means activities that are part of an agri tourism operation's total offerings but not tied to farming or the farm's buildings, equipment, fields, etc. Such non-agriculturally related uses include but are not limited to:

- a. **Temporary** Amusement rides **associated with an event**
- b. Art or cultural related festivals
- c. Gift shops for the sale of non-agricultural products
- d. ~~Non-profit~~ benefits **events**
- e. Kitchen facilities, processing/cooking items for sale (subject to State of Minnesota, Department of Public Health standards) including eating establishments such as restaurants or café's.
- f. Temporary camping (subject to State of Minnesota Department of Public Health Standards for Recreation Camping)
- g. Wedding ceremonies or receptions
- h. Wine and catered food events
- i. reunions
- j. concerts
- k. social gatherings or similar types of events.

Goodhue County Land Use Management

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To: Board of County Commissioners
From: Land Use Management Staff
Meeting Date: February 7, 2017

PUBLIC HEARING: Ordinance Changes: Request text amendment changes to Article 12 Bluff Land Protections and Article 30 Commercial Recreational District.

Background: The Planning Advisory Commission held a public hearing on January 9, 2017, and after discussion and consideration recommended approval to the County Board of various amendments to the text of the above referenced Zoning Ordinance Articles.

Proposed changes to ARTICLE 12 (BLUFF LAND PROTECTION) Regulations include minor “housekeeping” wording revisions to delete the use of the term “physically handicapped” and to reference a survey requirement as needed to be provided by a “Minnesota Licensed Surveyor” rather than a “registered surveyor”.

Proposed changes to ARTICLE 12 (BLUFF LAND PROTECTION) include housekeeping changes in addition to acknowledgement of existing uses by providing for height exceptions to the thirty-five (35) foot height limit for certain structures allowed within the CR (COMMERCIAL RECREATION) District. Bluff Lands located with Shoreland Areas are subject to a twenty-five (25) foot height limit for structures with exceptions being subject to approval of a variance that must be referred to the Minnesota Department of Natural Resources for review and comment. The proposed change regarding heights exceptions references various uses referenced in Subdivisions 6, 12, and 13 of the proposed amendments to Article 30 CR (COMMERCIAL RECREATION) District Regulations. This includes such structures as ski jumps, ski lifts, zip lines, rope or disc golf courses and outdoor concert facilities. Height limits for these types of facilities would be established through a Conditional Use Permit or Interim Use Permit process.

Proposed changes to ARTICLE 30 CR (COMMERCIAL RECREATIONAL DISTRICT) regulations are being recommended to provide for a broader range of uses and activities that would be compatible with the purpose of the District. The amendments being recommended for Article 30 would provide the potential for additional commercial recreation uses and would also more clearly reference structures/facilities/activities that may already exist within the County.

Proposed Changes:

Article 12, Section 4 (see attachment)
Article 30, Sections 3 and 4 (see attachment)

Findings of Fact:

- A. Proposed Amendments to Article 12 (Bluff Land Protection) represent both housekeeping and substantive changes to the County’s Bluff Land Protection Regulations to reflect some of the current uses in place, and potential new uses.
- B. Exceptions to certain structures that may be permitted within the County’s Commercial Recreation District will be thoughtfully regulated through a Conditional Use Permit or Interim Use Permit procedure.
- C. The Commercial Recreation related structures that may be subject to height exceptions

such as ski jumps, ski lifts, zip lines, rope or disc golf courses, and outdoor concert facilities are expected to be allowed on a limited basis with careful review of site related issues.

- D. Proposed amendments to Article 30 CR (Commercial Recreation) District Regulations to permit various additional structures/uses/facilities such as ski jumps, ski lifts, zip lines, rope or disc golf courses, and outdoor concert facilities are consistent with the “purpose” of the CR District.
- E. An Objective in the 2016 Comprehensive Plan in Recreation and Tourism is to “provide opportunities for existing outdoor tourism and recreational businesses to expand” and to “encourage new opportunities for outdoor tourism and recreation throughout the County.” With reasonable regulation, the proposed amendments allow existing uses to remain or expand, and new opportunities to begin.

Article 12, Section 4:

The Planning Advisory Commission recommendations 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 ordinance wording changes as presented.

Article 30 Commercial Recreation District Sections 3 and 4:

The Planning Advisory Commission recommendations 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 ordinance wording changes as presented.

ARTICLE 12 BLUFF LAND PROTECTION

SECTION 1. INTENT AND PURPOSE

Goodhue County recognizes the historic and economic values of the bluffs that line the many rivers and valleys of the County. These standards set out to protect and preserve the sensitive physical features of the bluffs by regulating development, preventing erosion and controlling the cutting of timber on the slopes and tops of the bluffs.

SECTION 2. SCOPE

These standards shall regulate the setback of structures, sanitary waste treatment facilities and row crops from bluff impact zones to protect the existing and/or natural scenic values, significant historic sites, vegetation, soils, water and bedrock from disruption by man-made structures or facilities. These standards will also regulate alterations of the natural vegetation and topography.

- Subd. 1. **BLUFF.** A natural topographic feature such as a hill, cliff, or embankment having the following characteristics:
- A. The slope rises at least twenty-five (25) feet above the toe of the bluff; and
 - B. The grade of the slope from the toe of the bluff to a point twenty-five (25) feet or more above the toe of the bluff averages thirty (30) percent or greater;
 - C. An area with an average slope of less than twenty (20) percent over a horizontal distance of fifty (50) feet shall not be considered part of the bluff.
- Subd. 2. **BLUFF IMPACT ZONE.** All of the land lying between the top of the bluff and the toe of the bluff.
- Subd. 3. **SIGNIFICANT HISTORIC SITE.** Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is presented listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist or the Director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.
- Subd. 4. **TOE OF THE BLUFF.** The point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from gentler to steeper slope above. If no break in the slope is apparent, the toe of the bluff shall be determined to be the lowest end of the lowest fifty (50) foot segment that exceeds twenty (20) percent slope.
- Subd. 5. **TOP OF THE BLUFF.** The point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from steeper to gentler slope

above. If no break in the slope is apparent, the top of the bluff shall be determined to be the highest end of the highest fifty (50) foot segment that exceeds twenty (20) percent slope.

- Subd. 6. **VISUALLY INCONSPICUOUS.** Difficult to be seen and not readily noticeable from any point on the river or valley during the time when the leaves are on the deciduous trees.

SECTION 3. BOUNDARIES

- Subd. 1. The bluff land protection area shall include all areas with the following soil types as determined by the Goodhue County Soil Survey:

- A. N634E - Massbach-Schapville complex, 18-35% slopes
- B. N598E - Winneshiek-Waucoma complex, 18-35% slopes
- C. N594E - Chelsea loamy sand, 12-35% slopes
- D. N553E - Frankville-Nasset-Mt. Carroll complex, 18-35% slopes
- E. N635E - Frankville-Nasset-Downs complex, 18-35% slopes
- F. N642E - Frankville-Nasset complex, Oneota formation, 18-35% slopes
- G. N609E - Hawick sandy loam, 18-45% slopes
- H. M516E - Wangs-Wagen Prairie complex, 18-35% slopes
- I. M537E - Meridian-Bassett complex, 18-35% slopes
- J. N526F - Gale-Oak Center complex, 18-45% slopes
- K. M540F - Frontenac-Bellechester complex, 18-45% slopes
- L. N639F - Frontenac-Lacrescent complex, 20-45% slopes
- M. N631E - Schapville silt loam, 18-35% slopes
- N. N580G - Brodale, very flaggy-Bellechester-Rock outcrop complex, 45-90% slopes
- O. N632G - Brodale, flaggy-Schapville complex, 18-80% slopes
- P. N638G - Brodale, flaggy-Bellechester complex, 30-70% slopes
- Q. N640G - Lacrescent, flaggy-Frontenac-Rock outcrop complex, 45-90% slopes
- R. N641F - Brodale channery loam, 20-45% slopes, flaggy
- S. N639G - Frontenac-Lacrescent complex, 30-70% slopes
- T. M539F - Bellechester loamy sand, 18-45% slopes

SECTION 4. GENERAL REGULATIONS

- Subd. 1. Developments and other land disturbing activities including: structures, accessory facilities (~~except stairways and landings~~), driveways, and parking areas shall not be placed within bluff impact zones **except the following**.

- A. Stairways and landings subject to provisions set forth in Subd. 6, of this Section.**
- B. Facilities such as ramps, lifts, or mobility paths subject to provisions set forth in Subd. 6, of this Section.**
- C. Uses identified in Article 30; Section 3; Subd. 6, Subd. 12, and Subd. 13.**

- Subd. 2. Setback from top or toe of the bluff to any structure in any district shall be no less than thirty (30) feet. **Exceptions may include structures allowed under Article 30, Section 3, Subdivisions 6, 12, and 13.**

- Subd. 3. The maximum height of any structure shall be twenty-five (25) feet from the highest natural grade touching foundation. **Exceptions may include structures**

allowed under the following provisions: Article 30; Section 3; Subd. 6, Subd. 12, and Subd. 13. Height for structures that may be permitted within bluff impact zones under these provisions shall be set forth within Conditional or Interim Use Permits.

- Subd. 4. No person may begin a mining or quarrying activity or expand a mining or quarrying activity within three hundred (300) feet of the toe or top of a bluff without a conditional use permit.
- Subd. 5. Towers as defined in Article 17 (Wireless Communication Facilities) must be located outside of bluff impact zones and shall be subject to a minimum setback of 1.1 times the height of the tower from the top of a bluff and a minimum of 30 feet from the toe of a bluff.
- Subd. 6. All stairways and lifts on bluffs and in shoreland areas shall be visually inconspicuous. Stairways and lifts shall meet the following design requirements:
- A. Stairways and lifts must not exceed four (4) feet in width on residential lots.
 - B. Landings for stairways and lifts on residential lots must not exceed thirty-two (32) square feet in area. Landings larger than thirty-two (32) square feet may be used for public open space recreational properties.
 - C. Canopies or roofs are not allowed on stairways, lifts, or landings.
 - D. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion.
 - E. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming Summer, leaf on conditions, whenever practical.
 - F. Facilities such as ramps, lifts, or mobility paths ~~for physically handicapped persons~~ are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of sub-items A-E are complied with in addition to the requirements of Minnesota Regulations, Chapter 1340.
- Subd. 7. No grading, excavating or filling (including Mineral Extraction) within the bluff impact zones, except for approved erosion control measures. Erosion control projects within the bluff impact zone shall comply with A. and B. below:
- A. Altered areas shall be stabilized to acceptable erosion control standards consistent with the field office technical guides of the Goodhue Soil and Water Conservation District and the USDA, Natural Resources Conservation Service.
 - B. Plans to place fill or excavated materials in bluff impact zones shall be prepared by qualified professional for continued slope stability, and

approved by Land Use Management. All costs to be borne by the applicant.

- Subd. 8. The top or toe of bluffs shall be certified by a **Minnesota Licensed** Land Surveyor or Zoning Administrator.
- Subd. 9. **Vegetation Alterations.** Vegetation alterations shall be subject to the standards found in Article 11, Section 7 of the Goodhue County Zoning Ordinance.

ARTICLE 30 CR, COMMERCIAL RECREATIONAL DISTRICT

SECTION 1. PURPOSE

The intent of the CR Commercial Recreational District is to provide suitable locations for, and to encourage the development of, commercial recreation facilities in those areas of the county which benefit the recreational needs of both residents and tourists and restrict incompatible commercial and industrial uses. The Commercial Recreational District shall not be an overlay district, but shall be an exclusive district when used. It shall be the only district where new commercial uses are allowed in the shoreland areas. Such uses shall be limited to those listed below. Performance standards shall be those listed in Article 11 and as otherwise applicable in this Ordinance.

SECTION 2. PERMITTED USES

Subd. 1. None.

SECTION 3. CONDITIONAL USES AND INTERIM USES

- Subd. 1. Resort facilities to include lodges, guesthouses, cabins and retreat facilities.
- Subd. 2. On-site taverns where the main function is servicing a resort or recreational development.
- Subd. 3. On-site restaurants where the main function is servicing a resort or recreational development.
- Subd. 4. Golf courses and clubhouses.
- Subd. 5. Dinner theaters.
- Subd. 6. Ski areas, **ski jumps, related lifts, and lodges, and maintenance facilities.**
- Subd. 7. Yacht slips, service and storage and storage marinas, harbor and docking facilities subject also to all approved regulations and ordinances of governmental agencies for the same.
- Subd. 8. Recreational trailer parks and commercial camping facilities for short duration uses.
- Subd. 9. Nature trails, snowmobile trails, ski trails, and similar facilities.
- Subd. 10. Museums and commercialized historical attractions.
- Subd. 11. Accessory structures, size and location to be determined by the Planning Advisory Commission and the Board of Commissioners.
- Subd. 12. Outdoor recreational uses including, but not limited to: zip lines, rope or disc golf courses and mountain bike trails.**
- Subd. 13. Outdoor concert facilities.**

SECTION 4. GENERAL DISTRICT REGULATIONS

Subd. 1. Height Regulations.

- A. No building or structure shall exceed thirty-five (35) feet in height. Exceptions may include structures allowed under the following provisions: Article 30; Section 3; Subd. 6, Subd. 12, and Subd. 13. Height for structures that may be permitted within bluff impact zones under these provisions shall be set forth within Conditional or Interim Use Permits.

Subd. 2. Each lot or parcel shall have an area of not less than two (2) acres.

Subd. 3. Every permitted, conditionally permitted building or accessory building shall meet the following setbacks:

A. Front yard

1. A front yard of not less than forty five (45) feet shall be provided as measured from the street.
2. In the event any building is located on a lot at the intersection of two (2) or more roads or highways, such a lot shall have a front yard abutting each such road or highway.

B. Side Yard

1. Every building shall have two (2) side yards. Each side yard shall have a minimum depth of thirty (30) feet.

C. Rear Yard

1. Every building shall have a rear yard. The rear yard for parcels that do not abut a "Minnesota Protected Water" shall be a minimum of fifty (50) feet.

Subd. 4. Lot Width. Each lot shall have a minimum width of one hundred (100) feet.

**PLANNING COMMISSION
GOODHUE COUNTY, MN
January 9th, 2016 MEETING MINUTES
DRAFT**

**PUBLIC HEARING: Consideration of Amendments to Goodhue County Zoning Ordinance-
3. ARTICLE 12 BLUFF LAND PROTECTION**

Mike Wozniak presented the staff report and attachments.

Chair Drazowski opened the Public Hearing.

No one spoke for or against the request

11 After Chair Drazowski asked three times for comments it was moved by Commissioner Fueling and seconded by Commissioner Nystuen to close the public hearing. Motion carried 9:0

There was discussion about bluff regulation and the exceptions allowed for the uses identified in Article 30. Exceptions may include structures allowed under the following provisions: Article 30; Section 3; Subd. 6, Subd. 12, and Subd. 13. Height for structures that may be permitted within bluff impact zones under these provisions shall be set forth within Conditional or Interim Use Permits.

12 Motion by Commissioner Fox seconded by Nystuen, for the Planning Advisory Commission to recommend to the County Board of Commissioners to

- adopt the staff report into the record (dated November 14, 2016);
 - adopt the findings of fact;
 - accept the application, testimony, exhibits, and other evidence presented into the record;
- and

APPROVE the ordinance wording changes as presented.

Motion carried 9:0

**PUBLIC HEARING: Consideration of Amendments to Goodhue County Zoning Ordinance-
4. ARTICLE 30 CR, COMMERCIAL RECREATIONAL DISTRICT**

Mike Wozniak presented the staff report and attachments.

Chair Drazowski opened the Public Hearing.

No one spoke for or against the request

13 After Chair Drazowski asked three times for comments it was moved by Commissioner Fueling seconded by Huneke to close the public hearing. Motion carried 9:0

There was discussion and concerns about CR Commercial Recreational District and the uses allowed by CUP.

14 Motion by Commissioner Fox seconded by Gale, for the Planning Advisory Commission to recommend to the County Board of Commissioners to

- adopt the staff report into the record (dated November 14, 2016);
 - adopt the findings of fact;
 - accept the application, testimony, exhibits, and other evidence presented into the record;
- and

APPROVE the ordinance wording changes as presented

Motion carried 9:0



➤ **FUTURE MEETING DATES:**

1. February 7 at 3:00 p.m.- County Board Meeting- Closed Session: County Board Room, Government Center, Red Wing.
2. February 7 at 3:30 p.m.- Committee of the Whole Meeting: County Board Room, Government Center, Red Wing.
3. February 7 at 5:00 p.m.- County Board Meeting: County Board Room, Government Center, Red Wing.
4. February 13 at 7:00 p.m.- Planning Advisory Commission: Jury Assembly Room, Government Center, Red Wing.
5. February 16- Transportation Day at the Capitol: State Capitol, St. Paul.
6. February 20- County Offices Closed in observance of President's Day.
7. February 21 at 7:30 a.m.- Budget/Personnel Committee: Administration Conference Room, Government Center, Red Wing.
8. February 21 at 9:00 a.m.- County Board Meeting: County Board Room, Government Center, Red Wing.
9. February 21 at 10:30 a.m.- Health & Human Services Board Meeting: County Board Room, Government Center, Red Wing.
10. February 21 at 11:30 a.m. (or immediately following the HHS meeting)- Joint County Board & Management Team Goal Setting Workshop: IT Conference Room, Government Center, Red Wing.
11. March 7 at 4:00 p.m.- Land Committee Meeting: Room 301-1, Government Center, Red Wing.
12. March 7 at 5:00 p.m.- County Board Meeting: County Board Room, Government Center, Red Wing.