



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**

**MARCH 2, 2021
9:00 A.M.**

VIRTUAL MEETING NOTICE

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

The Goodhue County Board of Commissioners will be conducting a county board meeting pursuant to this section on March 2, 2021 at 9:00 a.m. in the County Board Room. The County Administrator and/or County Attorney will be present at the meeting location. All County Commissioners attending will appear by telephone or other electronic means. The public may monitor the meeting from a remote site by logging into <https://global.gotomeeting.com/join/859872613> or calling **1 877 309 2073 OR 1 571 317 3129** any time during the meeting." Access Code: **859-872-613**

PLEDGE OF ALLEGIANCE

Disclosures of Interest

Review and approve previous board meeting minutes.

Documents:

[Feb 16.pdf](#)

Review and approve the county board agenda

Review and approve the following items on the consent agenda:

1. Approve the Telephone CPR Services Agreement.

Documents:

[Telephone CPR Services Agreement.pdf](#)

2. Approve the Anniversary Date Change for Planner/Zoning Administrator.

Documents:

[AniverDate.pdf](#)

3. Approve Byllesby Pavilion & Essential Services Design Contract.

Documents:

[Byllesby Pavilion Design Contract Binder.pdf](#)

4. Approve County LRIP Funding Applications.

Documents:

[County LRIP Applications_Resolutions.pdf](#)

5. Approve Use of Eminent Domain for CSAH 24 Grading Contract S.A.P. 025-624-016.

Documents:

[CSAH 24 Eminent Domain for SAP 025-624-016.pdf](#)

6. Approve Benchmark Communities.

Documents:

[DD - Benchmark Report - 3.2.21.pdf](#)

7. Approve New Engineering Technician Classification.

Documents:

[Engineering Tech Apprentice Position.pdf](#)

8. Approve Tuition Reimbursement for Chelsea Lawson, Dispatch.

Documents:

[Tuition Reimbursement C. Lawson, Dispatch.pdf](#)

Regular Agenda

County Surveyor's Report

1. Set County Ditch 1 Repair Hearing

Documents:

[Ditch1-SetRepairPH.pdf](#)

Land Use Management Director's Report

1. PUBLIC HEARING: Request for Map Amendment (Rezone)
Request for map amendment, submitted by Featherstone Township, to rezone all parcels within Section 06 from A-3 (Urban Fringe) to A-2 (General Agriculture).

Documents:

[CBPacket_Featherstone.pdf](#)

For Your Information

1. Project Status Report.

Documents:

[Project Status Report 02Mar21.pdf](#)

County Board Committee Reports

New and Old Business

Review & Approve County Claims

Documents:

[County Claims 3-2-21.pdf](#)

adjourn

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
FEBRUARY 16, 2021**

The Goodhue County Board of Commissioners met on Tuesday, February 16, 2021, at 9:00 a.m. by virtual meeting with the County Administrator appearing from the County Board Room of the Government Center, Red Wing, MN with Commissioners Anderson, Majerus, Drotos, Greseth and Flanders all present and appearing by virtual meeting.

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

¹ Moved by C/Drotos, seconded by C/Majerus, and carried to approve the February 2, 2021, County Board Minutes.

² Moved by C/Greseth, seconded by C/Flanders, and carried to approve the February 16, 2021 County Board Agenda.

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

1. Approve Award of the 2021 Township Bridge Replacement Contract SAP 025-599-092 & SAP 025-599-130.
2. Approve County Sponsorship of Township LRIP Grant Applications.
3. Approve Award of the CSAH 6 Concrete Paving Contract SAP 025-606-021.
4. Approve EFT Delegation Report
5. Approve Final of 2020 Paving Contract SAP 025-614-015 et al.
6. Approve MnDOT Cooperative Construction Agreement for TH 52 Regrading Project.
7. Approve Nielsen Memorial Preserve Master Plan Revisions and Regional Designation Application.

COUNTY SERVEYOR'S REPORT

County Ditch 1 Update. Land Use Management Director, Lisa Hanni updated the board on the County Ditch 1 project. Staff recommended the board approve the following:

- 1) Request Chris Otterness, Houston Engineering, Inc., prepare a cost estimate for the Repairs to Branches A, C,D,E,F to be added as an addendum to the Engineers Report; and
- 2) Approve the attached ORDER in the Matter of the Redetermination of Benefits for Goodhue County Ditch 1.

⁴ Moved by C/Greseth, seconded by C/Flanders, and carried to approve to request Chris Otterness, Houston Engineering, Inc., prepare a cost estimate for the repairs to branches A, C,D,E,F to be added as an addendum to the Engineers Report.

⁵ Moved by C/Greseth, seconded by C/Flanders, and carried to approve the order in the Matter of the Redetermination of Benefits for Goodhue County Ditch 1 and set the public hearing for March 24, 2021 at 9:00 a.m.

LANDUSE MANAGEMENT DIRECTOR'S REPORT

Interim Use Permit (IUP) Amendment - Fitzgerald Excavating & Trucking. The request, submitted by Fitzgerald Excavating & Trucking (Jason Fitzgerald, Owner/Operator), to amend IUP 11-CO13 to allow construction of additional storage space.

The Planning Commission recommended approval.

⁶ Moved by C/Majerus, seconded by C/Flanders, and carried to approve the Planning Advisory Commission's recommendation to adopt the staff report into the record; adopt the findings of fact; accept the application, testimony, exhibits, and other evidence presented into the record; and APPROVE the request, submitted by Fitzgerald Excavating & Trucking (Jason Fitzgerald, Owner/Operator), to amend IUP 11-CO13 to allow construction of additional storage space. Upon approval, this IUP shall revoke and replace existing IUP 11-CO13. Subject to the following conditions:

(Deletions shown in strikethrough; additions shown in bold; modifications shown in underline).

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
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- ~~1. Completion of the building project to expand the existing 6240 sq. ft. building may not proceed prior to issuance of a building permit from Goodhue County; and~~
- ~~2. Use of the Structure for business purposes shall be subject to issuance of a Certificate of Occupancy by the Goodhue County Building Official; and~~
3. Dumping, disposal, or storage of scrap iron, metal, glass, unused appliances or machinery, junk, garbage, rubbish, or any other refuse, or of ashes, slag, or other industrial wastes or by-products shall be expressly prohibited on site;
4. Dumping, disposal, or storage of demolition debris shall be prohibited on the site;
5. Authorized Business Use of the property shall include the Fitzgerald Trucking and Excavation Business: Office, Shop, Vehicle, and Equipment Storage (in Structures or on approved graded and compacted site areas designed for use as parking and driveways). In addition, orderly storage of building materials including but not limited to concrete pipes and metal culverts shall also be permitted on approved graded and compacted site areas.
- ~~6. Following spring thaw (approximately April 1, 2012) the applicant shall schedule an inspection by the County Planner/Zoning Administrator and the Goodhue SWCD, District Engineer to review site grading to address any erosion and sediment control concerns.~~
- ~~7. Applicant shall chloride roads fronting property to Highway 58 annually. time} shall be paid to the County by Fitzgerald Trucking Excavation.}~~
Applicant shall bear the costs to provide annual Calcium Chloride dust control treatment from the 215TH AVE business entrance north to the 350TH ST intersection and from the intersection west along 350TH ST to State Highway 58;
8. Regular shop hours shall not exceed 6am to 9pm with provisions made for emergency use. Any non-emergency situations that will exceed the 6am to 9pm restriction must be approved by the LUM department and submitted in writing to the LUM department expressing the reasons for the requested exception;
- ~~9. Bi-annual inspection of Interim Use Permit Site to ensure compliance with Interim Use Permit conditions and any applicable County regulations or permit requirements. Costs associated with the bi-annual inspections, not to exceed \$250.00, shall be paid to the County by Fitzgerald Trucking and Excavation.~~
- ~~10. Primary road access to and from the property shall be on 350th Street to Highway 58. The road access on 215th shall be closed by April 1, 2012.~~
- 11. Applicant shall obtain all necessary Building and Sanitary Permit approvals from the Goodhue County Land Use Management Department prior to constructing the proposed storage buildings.**

HUMAN RESOURCE DIRECTOR'S REPORT

February 16, 2021 Personnel Committee Report. The Personnel Committee met on Tuesday, February 16, prior to the board meeting, with the following items on the agenda:

Facilities Service Technician. The Personnel Committee recommended approval of the phased retirement position with a maximum of 728 hours per year in the Facilities Service Technician.

- ⁷ Moved by C/Majerus, seconded by C/Greseth, and carried to approve the phased retirement option which would have a five year maximum position not to exceed 728 hours per year in the Facilities Maintenance Department.

New Engineering Technician Classification. This issue will be addressed at a future meeting.

PUBLIC WORKS DIRECTOR'S REPOR

Pine Island Trail. C/Greseth requested that this issue be on the board agenda for endorsement. Mr. Isakson reached out to the Pine Island City Administrator. At this point, there was not a lot of information. Public Works will continue to work with them and once the project is to the point of needing endorsement, Mr. Isakson would bring it forward to the board.

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COUNTY ADMINISTRATOR'S REPORT

February 16, 2021 Budget Committee Report. The Budget Committee met on Tuesday, February 16, 2021 with the following items on the agenda:

2020 Carryover Requests. The budget committee recommended the board approve the proposed list of 2020 budget carryovers.

⁸ Moved by C/Majerus, seconded by C/Drotos, and carried to approve the following 2020 carryovers totaling \$1,083,775:

Capital - \$540,101

\$20,185 – Attorney's Office: Payment for 2020 MCAPS Annual Maintenance Fees

\$153,000 – Public Works

- *\$122,300 – Box and Plow Equipment*
- *\$12,000 – Schulte Bat Wing Mower*
- *\$12,000- Recycling Fiver box*
- *\$6,700- Kenyon Parking Lot Paving*

\$315,091 – Maintenance

- *\$150,000 – Government Center Board Room Technology*
- *\$150,000 – LEC and Justice Center Building Automation*
- *\$7,634 – LEC Day Room Painting*
- *\$6,607- Energy Improvements*
- *\$850- Computer ID Card Maker*

\$51,825 – Sheriff's Dept

- *\$36,000- Patrol Room Remodel*
- *\$15,825- Equipment Squads*

Operating - \$543,674

\$442,708 – Public Works Dept

- *\$8,500- CSAH 27 Culvert Ext Retainage*
- *\$124,588- CSAH 21 Crush/Blend Millings*
- *\$309,620- Carry Forward Balance to 2021 Projects*

\$100,966 – Sheriff's Dept

- *\$99,416- 2020 Wages and Benefit*
- *\$1,550- Donations for Baby Case Investigation*

Fund Balance Report. This item was for information only.

FINANCE DIRECTOR'S REPORT

GFOA Certificate of Achievement for Excellence in Financial Reporting Award. Mr. Anderson announced that Goodhue County was recently awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Goodhue County Business and Nonprofit Business Relief Grant Update. Finance Director, Brian Anderson, updated the board on the Business and Nonprofit Relief Grant Relief Program in Goodhue County. Staff recommended the board approve the Sate Business & Nonprofit Relief Grant Program Final Report as prepared by CEDA.

⁹ Moved by C/Drotos, seconded by C/Flanders, and carried to approve the Sate Business & Nonprofit Relief Grant Program Final Report as prepared by CEDA.

2021 Liquor License Reimbursement. This issue was discussed at a previous board meeting. After review, staff would recommend to reimburse the On-Sale Liquor Licenses for half their amount or \$1,000 apiece for a total of \$8,000. In addition, staff and the County Board can revisit this topic again in October and discuss whether the Board would want to go back and reimburse the rest of 2021 and possibly 2022 (or a portion thereof). Again, not sure how the economy will be this summer or how the Governor's executive orders will impact businesses. The funds to reimburse for the On-Sale Liquor Licenses could come from the residual of the CARES Funds.

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C/Drotos made a motion to approve the reimbursement as presented to refund 50% or \$1,000/each for a total amount of \$8,000. C/Greseth seconded the motion. C/Anderson suggested reviewing the issue in October to decide if they would like to reimburse additional fees.

C/Majerus was in favor of providing full reimbursement of on-sale liquor licenses for 2021.

¹⁰ Moved by C/Majerus, seconded by C/Flanders, and carried to approve to amend the motion on the floor to reimburse 100% or \$2,000/each for a total of \$16,000 for on-sale liquor licenses in 2021.

¹¹ Moved by C/Drotos, seconded by C/Greseth, and carried to approve the amended motion to reimburse the 2021 On-Sale Liquor License fee for the full amount or \$2,000 each for a total of \$16,000. In addition, this issue would be reviewed in October for consideration on how to proceed for 2022.

4th Quarter Financial Report. Brian Anderson reviewed the 4th quarter report with the board.

¹² Moved by C/Flanders, seconded by C/Drotos, and carried to approve the 4th Quarter Financial Report.

COUNTY ATTORNEY'S REPORT

Introduction of New Employee. County Attorney, Steve O'Keefe, introduced Jordan Cook as the newly hired Assistant County Attorney who replaced Carol Lee.

COMMITTEE REPORTS:

C/Drotos	• State Community Health Services Advisory Committee (SCHAC) meeting update.
C/Greseth	•
C/Anderson	•
C/Majerus	•
C/Flanders	•
Administrator Arneson	•

Old Business. C/Drotos questioned if there was any updates on the Landfill Litigation. Mr. O'Keefe commented that there was no update at this time.

Review and Approve the County Claims

¹³ Moved by C/Majerus, seconded by C/Flanders, and carried to approve to pay the County claims in the amount of 01-General Revenue \$949,429.13, 03-Public Works \$764,157.17, 11- Human Service Fund \$206,576.96, 12- GC Family Services Collaborative \$00, 21-ISTS \$00, 25- EDA \$1,448.00, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$27,931.90, 35-Debt Services \$00, 40-County Ditch \$00, 61-Waste Management \$32,608.38, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$20,524.73, 81-Settlement \$00, in the total amount of \$2,002,676.27.

Adjourn

¹⁴ Moved by C/Greseth, seconded by C/Flanders, and carried to approve to adjourn the February 16, 2021, County Board Meeting.

BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
FEBRUARY 16, 2021

SCOTT O. ARNESON
COUNTY ADMINISTRATOR

BRAD ANDERSON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

MINUTE

1. Approved the February 2, 2021 County Board Meeting Minutes. (Motion carried 5-0)
2. Approve the February 16, 2020 County Board Meeting Agenda. (Motion carried 5-0)
3. Approved the Consent Agenda as amended. (Motion carried 5-0)
4. Approved to hire Houston Engineering to prepare a cost estimate for addendum to Engineers Report for County Ditch 1. (Motion carried 5-0)
5. Approved the Order in the Matter of the Redetermination of Benefits for County Ditch 1. (Motion carried 5-0)
6. Approved an Interim Use Permit (IUP) for Fitzgerald Excavating and Trucking. (Motion carried 5-0)
7. Approved the phased retirement position in the Facilities Maintenance Department. (Motion carried 5-0)
8. Approved the 2020 budget carryovers. (Motion carried 5-0)
9. Approved the Business and Nonprofit Business Relief Grant final report. (Motion carried 5-0)
10. Approved an amendment to the motion on the floor for liquor license reimbursement. (Motion carried 5-0)
11. Approved to reimburse 2021 on-sale liquor licenses at 100%. (Motion carried 5-0)
12. Approved the 4th Quarter Financial Report. (Motion carried 5-0)
13. Approved the county claims. (Motion carried 5-0)
14. Approved to adjourn the February 16, 2021 County Board Meeting. (Motion carried 5-0)



Marty Kelly
Goodhue County Sheriff

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

TO: Goodhue County Commissioners
FROM: Chad Steffen, Communications Captain
DATE: February 19, 2021
RE: Telephone CPR (T-CPR) Services Agreement

SUMMARY:

The Goodhue County Sheriff's Office is requesting approval to enter into service agreements to provide telephone CPR (T-CPR) with respective ambulance services.

BACKGROUND:

Pursuant to Minnesota Statute 403.03, Subd. 2, on or before July 1, 2021, every public safety answering point (PSAP) must maintain a telephone cardiopulmonary resuscitation program by either:

- (1) providing each 911 telecommunicator with training in cardiopulmonary resuscitation; or
- (2) transferring callers to another public safety answering point with 911 telecommunicators that have received training in cardiopulmonary resuscitation.

Our 911 Dispatchers receive training in CPR. Transferring callers to a secondary PSAP(s) upon the recognition of an out-of-hospital cardiac arrest (OHCA) for pre-arrival instructions is our identified protocol of choice. As part of compliance we are required to have a service agreement in place with any secondary PSAP. Attached to this memo is the first of three service agreements, this one with Mayo Clinic Ambulance Emergency Communications. County Attorney Stephen O'Keefe has reviewed this agreement and concurs with its language.

Two additional agreements will be necessary from North Memorial Health Ambulance Service and M Health Fairview, respectively. Those both having response areas within Goodhue County and already providing pre-arrival instructions upon transfer of a caller for a medical response.

None of the service agreements requested to enter are charging a service fee.

RECOMMENDATION:

Respectfully request the Goodhue County Board of Commissioners approve and authorize Captain Steffen to enter into these service agreements on behalf of Goodhue County's PSAP, pursuant to the aforementioned statute.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (the "**Agreement**") is entered by and between **Goodhue County**, a political subdivision of the State of Minnesota ("**County**"), and **Mayo Clinic Ambulance**, a Minnesota nonprofit corporation ("**Mayo**").

RECITALS:

- A. Mayo has experience in providing medical services, including emergency communication services through Mayo Clinic Ambulance Emergency Communications.
- B. County's 911 Center arranges for emergency transportation services for all municipalities and locations in **Goodhue** County.
- C. County desires to have Mayo Clinic Ambulance supply pre-arrival instruction services to qualified callers in **Goodhue** County, and Mayo is willing to provide such services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

AGREEMENTS:

1. Term. Subject to the termination provisions set forth in this Agreement, the term of this Agreement shall begin on **January 1, 2021** (the "**Effective Date**") and shall continue for an initial term of one (1) year. Upon the expiration of the initial one-year term and upon each anniversary thereafter, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each.

2. Services. As requested by County, Mayo agrees to perform the Services as set forth in the Exhibit A of this Agreement.

3. Mayo Personnel. Mayo and its personnel shall perform Services in a professional and workmanlike manner. All Mayo personnel rendering services under this Agreement shall be fully qualified, adequately experienced and trained before being assigned to perform Services. To the extent applicable, Mayo personnel shall be properly licensed or registered. Mayo will provide County with documentation of personnel qualifications, experience and training upon County's request.

4. Compensation. No charge will be assessed to County for calls for pre-arrival instructions provided to individuals transported by non-Mayo Clinic Ambulance services. If Mayo provides more than 400 incidences of pre-arrival instructions in a calendar year for individuals transported by a non-Mayo Clinic Ambulance service, Mayo Clinic Ambulance will provide County with written notification of the need to evaluate a fee schedule and possible modification of future terms of the Agreement.

5. Business Expenses. Mayo Clinic Ambulance shall provide its own equipment and pay all related business expenses in connection with this Agreement.

6. Confidential Information. County acknowledges and agrees that in the course of performance

under this Agreement, it may have access to certain confidential information belonging to Mayo Clinic Ambulance, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient information, price lists, pricing policies, and other business and financial information (collectively, "**Confidential Information**"). County shall maintain the confidentiality of all such confidential Information and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. County shall take reasonable precautions against disclosure of any of the Confidential Information to unauthorized persons by any of its officers, directors, employees, or agents. Upon termination of this Agreement for any reason, County shall cease all use of any of the confidential Information and shall return to Mayo Clinic Ambulance any copies thereof. This section shall not apply to information which is public knowledge or that becomes a matter of public knowledge after the effective date of this Agreement, other than as a result of an unauthorized disclosure by County. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

7. Record Keeping and Confidentiality of Medical Information. To the extent applicable, both parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to clinical record keeping and maintenance of the confidentiality of medical records and the handling, storage, transmission and release of patient information. Mayo Clinic Ambulance shall only provide County with aggregate, de-identified data related to the callers or the aggregate quality assurance data for the pre-arrival services provided. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

8. Insurance. Each party agrees to maintain adequate insurance for the Services provided hereunder.

9. Indemnification. To the extent permitted under applicable law, each party (the "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other party and its subsidiaries and affiliates, together with their respective officers, agents, directors and employees (collectively, the "**Indemnified Party**"), from and against any and all losses, expenses, actions, claims, demands, suits, judgments, awards, damages, liabilities, costs, and reasonable attorneys' fees, the Indemnified Party may incur or suffer by reason of or arising out of any third party claim directly attributable to Indemnifying Party's failure to perform in accordance with this Agreement or the negligence or intentional acts or omissions of Indemnifying Party.

10. Independent Contractor Status. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold from any amounts paid pursuant to this Agreement.

11. Termination. Either party may terminate this Agreement at any time during the initial term or any renewal term upon the following conditions:

- Mutual written agreement of the parties;

- Without cause, upon thirty (30) days written notice to the other party;
- Upon a breach of this Agreement by either party, the non-breaching party may terminate the Agreement immediately upon written notice to the breaching party; or
- Insolvency or bankruptcy of either party.

Upon termination, neither party shall have any further obligation under this Agreement except for:

- (i) the indemnification, insurance and confidentiality covenants;
- (ii) other covenants that expressly or by operation of law extend beyond the termination of this Agreement; and
- (iii) payment for services rendered.

12. Entire Agreement; Amendment. This Agreement together with the Attachments hereto constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties. This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

13. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that Mayo may assign this Agreement without the prior written consent of the other party to any Mayo Clinic affiliate or other entity that controls, is controlled by or is under common control with Mayo. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

15. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

16. Notices. All notices and other business communications between the parties related to this Agreement shall be in writing and either personally delivered, sent electronically with return receipt requested, or by facsimile. Notices sent by facsimile shall be deemed delivered upon receipt of machine confirmation by sender. Notices sent electronically shall be deemed delivered upon notification of read receipt. Notices personally delivered are considered effective upon the date of delivery. Either party may change its address, email address or facsimile number by giving written notice in compliance with this section.

17. Severability. In the event any provision of this Agreement is held to be invalid or enforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

18. Fair Market Value; Inducement of Referrals. It is not the purpose of this Agreement or the intent of the parties to induce or encourage the referral of patients, and there is no requirement

under this Agreement or under any other Agreement between the parties that Facility or its medical staff refer patients to Mayo for products or services. No payment made under this Agreement is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.

19. Access to Records. To the extent required by law, until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, each party agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of Services provided by Mayo hereunder.

20. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision shall apply to this Agreement. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts. This Agreement is made and performed in the State of Minnesota.

21. Use of Name. Except as specifically permitted in this Agreement, neither party will use the names or trademarks of the other party or any of the other party's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other party for the particular use contemplated. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 10 business days prior to the date on which a response is needed.

22. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Each signatory represents and warrants that they are vested with binding and valid authority by their respective Party for entering into this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

MAYO CLINIC AMBULANCE

GOODHUE COUNTY

DocuSigned by:
By: Thomas Fennell
2852105AE00F454...

By: _____

Name: Thomas Fennell

Name: _____

Title: Regulatory Officer

Title: _____

Date Signed: 2/18/2021

Date Signed: _____

EXHIBIT A

Services

- I. A qualified caller is defined to be a caller who requests ambulance care for a medical emergency or injury and who is physically present with the patient and willing to perform pre-arrival instructions.
2. The preferred method for call transfer from PSAP to Mayo Emergency Communications is via the 3 digit state code. It is understood that under certain circumstances, there may be times when calls will be transferred using alternate methods, such as administrative phone lines, or 911 text message transfers.
3. County's 911 Center will continue to follow their standard processes for dispatching non - Mayo Clinic Ambulances for 911 callers outside of the Mayo's primary service area.
4. County understands that Mayo is committed to providing pre-arrival instructions to all callers transferred but acknowledges and accepts that, under unusual circumstances, demand for communication resources may exceed Mayo's capability to provide pre-arrival instructions to transferred callers.
5. Pursuant to Mn. Statute 403.03, Subd. 2, this Agreement does provide County with services in compliance with the Telephone Cardiopulmonary Resuscitation (T-CPR) Program. Mayo Emergency Communications personnel will meet or exceed requirement established in training and evidence-based protocols and scripts for providing cardiopulmonary resuscitation instructions as recommended by a nationally recognized organization specializing in medical dispatch and approved by the Mayo Clinic Ambulance Emergency Communication Medical Director.

Mayo assures all required continuing education and quality assurance / quality improvement programs for T-CPR are conducted under the approval of the Mayo Clinic Ambulance Emergency Communications Medical Director.

Goodhue County Land Use Management

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



Building | Planning | Zoning
Telephone: 651.385.3104
Fax: 651.385.3106

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

TO: Goodhue County Board of Commissioners

FROM: Lisa M. Hanni, Director / County Surveyor / County Recorder

DATE: February 23, 2021

RE: Request to change Anniversary Date for Planner/Zoning Administrator

Summary:

We are requesting to change the Anniversary Date for Samantha Pierret, Planner/Zoning Administrator from April to March.

Background and Request:

The Planner/Zoning Administrator position will be filled on March 17, 2021 by Samantha Pierret. Ms. Pierret's original Anniversary date (month) is April.

We respectfully request to move Ms. Pierret's anniversary date to March instead of April so that she would be eligible for her next step increase in 12 months.



Greg Isakson, P.E.
Public Works Director/County Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 02 Mar 21 Park Board Meeting – **CONSENT AGENDA**
Byllesby Park Pavilion Design and Construction Administration Contract

Date: 24 Feb 21

Summary

It is requested that the County Board approve the LOCUS Architecture contract for final design of the Byllesby Pavilion & Essential Services project, creation of project bid documents, and construction administration.

Background

The County Board approved the Clean Water, Land, and Legacy grant funding contract with the Minnesota DNR at their 02 Feb 21 meeting. This three-year \$1.8 million project includes \$1.35 million in Legacy grant funding and a \$450,079 local match.

Byllesby Park will receive many updates within this project, including design and construction of a pavilion and restroom buildings, relocating an existing picnic shelter, refurbishing/replacing the well to provide potable water, and installing electricity to all picnic shelters.

LOCUS Architecture worked with the Park Board to prepare the preliminary design and site plan to submit to the Greater MN Regional Parks & Trails Commission with the grant application. Now that the Legacy grant contract with the DNR has been processed, the final design work that is included in the grant can begin. The attached agreement has been reviewed and approved by the Park Board at their 09 Feb 21 meeting, and includes a timetable and cost estimate for LOCUS Architecture's work. Again, these funds are included in the grant and should not incur additional costs for Goodhue County beyond the local match indicated above.

Alternatives

- Approve the attached contract.
- Request changes to the contract.

Recommendations

- It is the recommendation of staff that the County Board approve the attached contract with LOCUS Architecture.

 **AIA**[®] Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of February in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Goodhue County
2140 Pioneer Road
Red Wing, Minnesota 55066

and the Architect:
(Name, legal status, address and other information)

LOCUS Architecture.LTD.
4453 Nicollet Avenue South
Minneapolis, Minnesota 55419

for the following Project:
(Name, location and detailed description)

Lake Byllesby Park Pavillion

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Proposal attached as Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Paragraphs deleted)

See Certificate of insurance attached as Exhibit B

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Architect through a consultant will also provide geotechnical engineering of up to 4 soil borings and a report. The full scope of the services by Architect and its consultants are outlined in the Proposal attached as Exhibit A. Services not set forth in the Proposal or this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil

engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Six (6) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of remaining fees

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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/

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

One hundred fifty six thousand, four hundred fifty dollars (\$156,450.00)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates based upon fee schedule attached as Exhibit C

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates based upon fee schedule attached as Exhibit C

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (30	%)
Construction Documents	Fifty-Five	percent (55	%)

Phase				
Construction Phase	Fifteen	percent (15	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit C

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the

Init.

invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraph deleted)

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

- Exhibit A – Proposal
- Exhibit B – Certificate of Insurance
- Exhibit C – Hourly Rates

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:35:08 ET on 02/24/2021.

PAGE 1

AGREEMENT made as of the day of February in the year 2021

...

Goodhue County
2140 Pioneer Road
Red Wing, Minnesota 55066

...

LOCUS Architecture.LTD.
4453 Nicollet Avenue South
Minneapolis, Minnesota 55419

...

Lake Byllesby Park Pavillion
PAGE 2

See Proposal attached as Exhibit A
PAGE 3

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

~~.1 — General Liability~~

~~.2 — Automobile Liability~~

~~.3 — Workers' Compensation~~

~~.4 — Professional Liability~~

See Certificate of insurance attached as Exhibit B

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Architect through a consultant will also provide geotechnical engineering of up to 4 soil borings and a report. The full scope of the services by Architect and its consultants are outlined in the Proposal attached as Exhibit A. Services not set forth in the Proposal or this Article 3 are Supplemental or Additional Services.

PAGE 6

§ 4.2.2 The Architect has included in Basic Services Six (6) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

[X] Litigation in a court of competent jurisdiction

...

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 10

None

...

10% of remaining fees

PAGE 11

One hundred fifty six thousand, four hundred fifty dollars (\$156,450.00)

...

Hourly rates based upon fee schedule attached as Exhibit C

...

Hourly rates based upon fee schedule attached as Exhibit C

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Design Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>Fifty-Five</u>	percent (<u>55</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)

PAGE 12

See Exhibit C

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

...

An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 13

1 % per month

...

- .2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203 2013 incorporated into this agreement.)

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Proposal

Exhibit B – Certificate of Insurance

Exhibit C – Hourly Rates

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Wynne Yelland, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:35:08 ET on 02/24/2021 under Order No. 7082196928 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Lake Byllesby Park Pavilion

EXHIBIT A



DEAR SELECTION COMMITTEE,

September 3rd, 2020

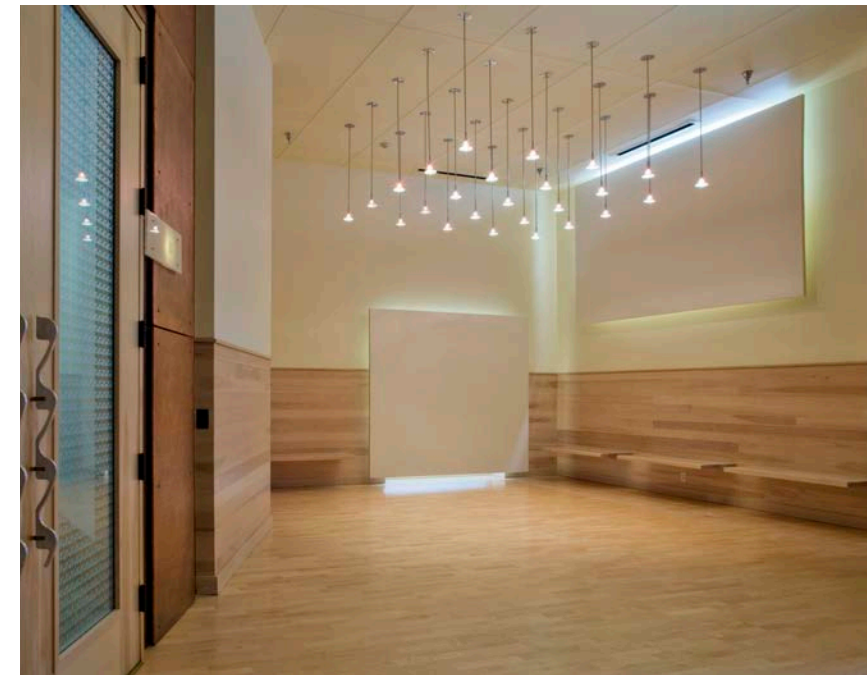
LOCUS Architecture is honored to have the opportunity to submit a proposal for the creation of a new signature pavilion at Bylesby Park.

Natural experiences are often vibrant in our recollections - from a peaceful walk in a sunlit forest to the chill of a cool wind on a sunny fall day to an (overly) close encounter with a skunk. At the same time, our experiences gathering with friends and family - especially now - are meaningful all by themselves. Our sensitivity to the importance of these moments allows us to plan and design park buildings in a way that is reflective of the landscape - sensing it, framing it, highlighting it. The clarity of our observations in the planning stage - from site to client to constituent - leads to sophisticated and nuanced projects.

We're passionate researchers and keen observers of the world around us - from the scale and feel of a door handle to the slight undulations of a building site. Our diverse skill set, rooted in both architecture and hands-on construction experience, enables us to create unique buildings in a cost-effective manner. We are supported by our trusted team of engineers and specialists who bring years of creative experience working on challenging sites. We understand and take seriously the impact of our decisions on sensitive sites and park users - this project will inspire and support the park system for years to come. We look forward to the opportunity to continue working with Goodhue County to improve Bylesby Park, creating positive impacts for current and future park users.

Sincerely,

Wynne Yelland, AIA, LEED-AP
LOCUS ARCHITECTURE
Principal & Primary Contact
4453 Nicollet Ave S.
Minneapolis, MN 55419



DESIGN PHILOSOPHY

MEANINGFUL AND MEMORABLE SPACES

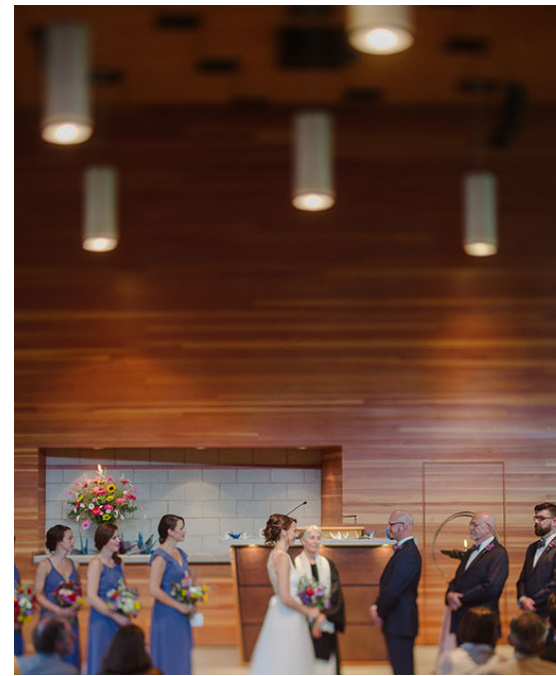
LOCUS is derived from genus loci - Latin for 'spirit of a place'. We believe every site and every client has a unique "story"; a LOCUS. We think of our process and work as finding the means of telling this story effectively and intelligently.

Pavilions are hubs of community activity—from serendipitous encounters between hikers chatting at a trail map to a well-attended graduation party. They are also places to pause and celebrate life. From birthday parties to weddings – meaningful memories will be made at the Pavilion.

To create meaningful and memorable spaces, our efforts will integrate your vision of what the facility can be within the context of the site. The Pavilion will not only provide functional space, but also act as a lens through which your members will view, understand, and appreciate the natural, and constructed world.

"The colorful and ingenious lakeside pavilion might be the most memorable addition to the city's park system since, well, I can't remember when. Memo to the Minneapolis Parks and Recreation Board: More of the above, please."

- Rick Nelson writing about LOCUS' Sandcastle in the Minneapolis Star-Tribune



DESIGN PHILOSOPHY

SOCIAL, CULTURAL AND ENVIRONMENTAL SIGNIFICANCE

To create a significant pavilion, the gathering space must reflect social, cultural, environmental, temporal and contextual relevance to the community it serves. To achieve a meaningful reflection of these elements, the community must be heard.

Listening is an art that requires practice. In our work, early participation from all parties is fundamental; it creates the basis from which weighty decisions are made. Creating shared ownership from all constituent groups, through careful listening, is something we've learned from working with county boards, congregations, municipalities, couples, restaurateurs, school directors, and business owners. Although we vary each process based on what we learn about individual groups, each one is consistent in the need to receive "buy-in" from constituents. Consequently, our work stands as a testament to our ability to create architecture that reflects our client's needs and desires.

"Starting with the concept of "dirt to dirt" and following the food from our farms to our tables to our compost bin, I know they view our project as a benefactor, not only to the larger local foods movement, but also to a sustainable environment, our local economy and our community."

- Tracy Singleton, Owner, Birchwood Cafe



DESIGN PHILOSOPHY

RESPECTFUL RESPONSE TO THE ENVIRONMENT

Sustainable design is in our DNA. We have a long history of implementing sustainable systems, including a completely off-the-grid home. We have direct experience with passive solar, geothermal, photovoltaics and battery bank integration, solar thermal, on site wind power, thermal mass design, material salvage and reuse, rainwater collection and filtration, super insulation, high efficiency HVAC systems, recycled content materials and low VOC products, just to name a few.

However, the greatest impact we have made in sustainability is helping our clients realize what space they truly need, how to most effectively use the space they already have, and advising them on what space they can live without.

For the Bylesby Park Pavilion, this involves paying close attention to the needs of the park from multiple vantage points, including park users, maintenance staff, and park planners.

The design must not only be respectful of the environment by minimizing its carbon footprint, it must also create a more meaningful connection to the environment. People will seek out the new Pavilion not only to picnic, but also to more profoundly engage with the world around them. Making memories and becoming inspired by the surrounding natural beauty go hand in hand.

"I'm blessed to engage in the abundance and scarcity of the Land... The heightened awareness of the great Connection."
-Mike Larson, Co- Owner, The House the Land Built (Off-Grid Home)



DESIGN PHILOSOPHY

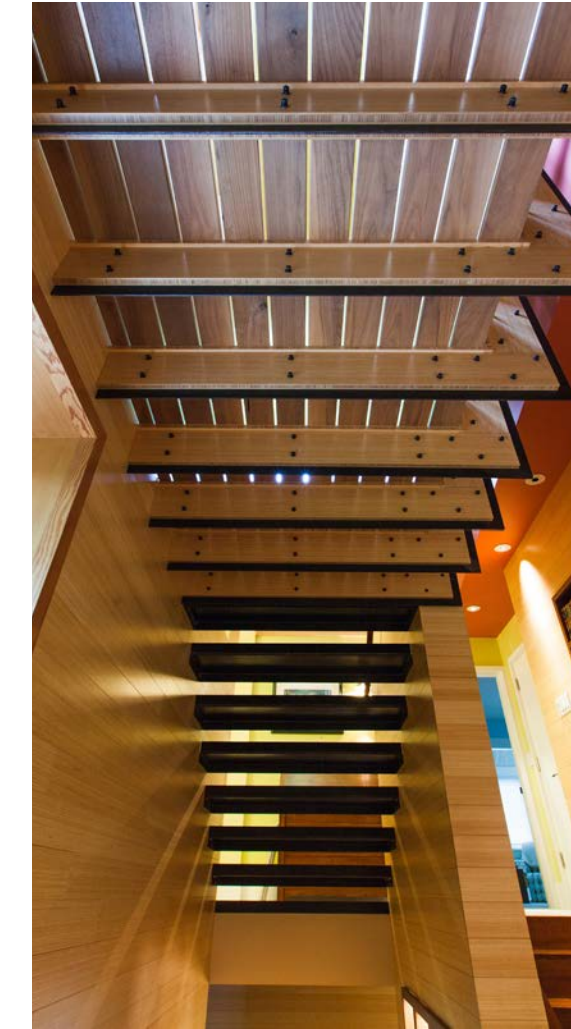
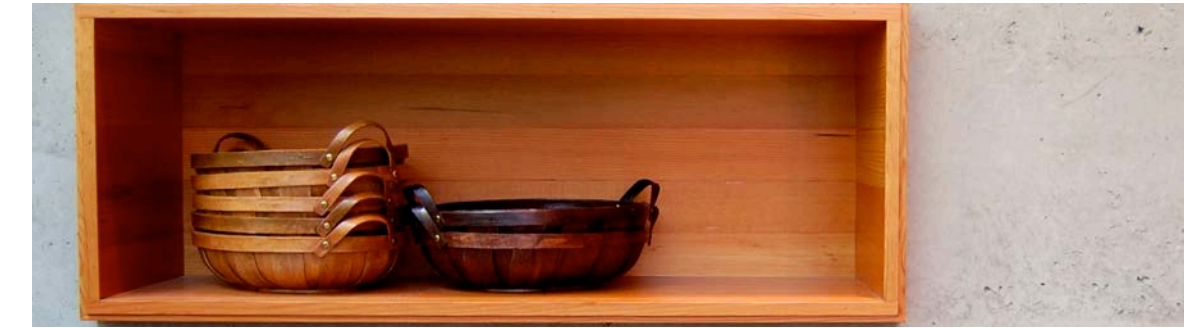
QUALITY DESIGN ON A LIMITED BUDGET

Our past projects range from the macroscopic analysis of entire city blocks down to the often-ignored level of design that occurs at a single door opening between two rooms. We have crafted designs that pay tribute to historical precedent as well as others born out of experimental innovation. One aspect of our work that has earned us acclaim is our attention to detail.

Locus began as a residential design firm, where careful detailing and material selection is fundamental to success. This experience enhances our larger projects, where fine detail is typically overlooked.

"We feel the architects maximized the potential of the site and designed a building that meets our space and program requirements. And, with the architects' ability to offer alternative finishes, creative choices for the exterior and options for flexible use we were able to get the building we need while staying within our budget."

- Christy Dachelet, UUCM BUilding in Faith Committee





DESIGN DEVELOPMENT (DD)

CONSTRUCTION DOCUMENTS (CD)

CONSTRUCTION ADMINISTRATION

CONSTRUCTION COMPLETION

MAJOR MILESTONES

- Kick-off meeting with all team members
- Finalizing grant funding with the MNDNR
- Contract for final design and construction documents
- Design process and approval

- Owner progress meetings held every three months to update Goodhue County on status of Construction Documents
- Construction document and bid document preparation
- CD Estimate Review
- End of CD Meeting to review Goodhue County goals to verify the design meets all goals
- Advertise for construction bids, award bid

- Contractor Selection and Construction Start-up
- Permit applications
- Site Visits

- Project completion and closeout
- Project is complete and ready for public use

DELIVERABLES

- Grant Projects approved, authorization to begin Project
- Contract in PDF and physical form
- Specific, measurable, prioritized list of goals for project success
- Detailed Project Scope
- Detailed Project Schedule
- Targets for energy, water, land and materials.
- Design Documents
- Outline Specifications

- Construction documents and bid documents completed, including:
- Site Plans and Floor Plans
- Elevations and Sections
- Construction Details
- Schedules for: Finishes and doors
- Finalized plans and specifications for structural, civil, and possibly landscape and mechanical
- Final Specifications
- Code and zoning analysis
- CD Pricing Estimate
- Construction Bidding Documents and Support

- Bid awarded
- Contracts Secured
- Permits Secured
- Begin construction
- Up to 6 Site Visits to answer questions, resolve issues and verify certificates for payment

- Substantial project completion
- Project is ready for public use upon park opening

SCHEMATIC DESIGN

LAKE BYLLESBY PARK ESSENTIAL SERVICES AND PAVILION PROJECT

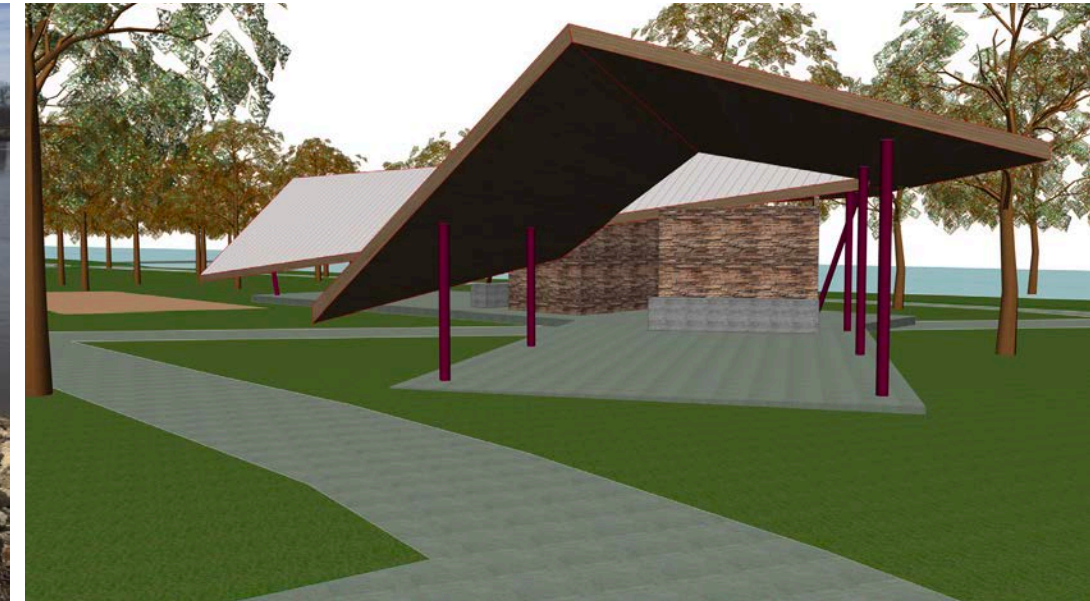
Goodhue County

Upon learning the history of the site, and seeking to understand the values and needs of park users, we worked with Goodhue County to establish goals and a program for the schematic design proposal. As illustrated in the Master Plan, the design had to address the absence of modern essential services (restrooms, wayfinding, and shelter), and more fully support the families and groups that gather at this park for the broad spectrum of various celebrations and outdoor recreational activities that occur here.

Addressing issues such as accessibility of the restroom facilities and minimum kitchen requirements for park users, Locus and Goodhue County staff worked together to create a design that highlights the experience and landscape of the lake and surrounding park.

With continued teamwork, we believe this project will help strengthen the park as a valuable community asset by providing a centerpiece. Not only will the space be functional and efficient, but also provide a framework for future creative cultural and community events and educational programming.

We appreciated teaming with Goodhue County to assemble the MN DNR grant proposal that led to Legacy Funding for this project, and are thrilled to see this initial proposal moving forward. We believe in the value of the investment being made at Lake Bylesby, and believe a signature design will draw more visitors to this park for years to come.



PROJECT EXAMPLES

LEBANON HILLS MOUNTAIN BIKE TRAILHEAD

Eagan, MN

The project, which is potentially similar in scope, program and durability requirements to the forthcoming Pavilion, included a new parking lot, picnic pavilion, changing rooms, bathrooms, and a rain garden – all designed to endure the wear and tear of park users accompanied by mountain bikes.

Cost effective and durable materials such as concrete block, steel and ipe wood were thoughtfully arranged to create a modern and inviting trailhead. In a unique collaboration with local artist Kerry Dikken (Blasted Art) mountain bike tire treads were sandblasted onto CMU – elevating the common building material to a striking work of art. With the new facility and nearly 12 miles of single track for riders of all skill levels, Lebanon Hills has become one of the go-to trails in the metro area.



PROJECT EXAMPLES

SANDCASTLE CONCESSION AND TERRACE

Lake Nokomis, Minneapolis

The Minneapolis Park and Recreation Board, along with Sandcastle's owners, requested a restaurant and "terrace pavilion" that respected the historical context of the original 1930's refectory while producing a destination restaurant unique to its site and time.

LOCUS fulfilled this request with notable features, such as deep roof eaves, overhead serving doors and a T-shaped plan. Historical elements are complimented by a modern, minimal treatment of the facades and the addition of a sweeping trellis.

The colors of the facade are derived from the restaurant's logo. At first glance, the siding is seen as a flat blue color, however, as one gets closer or the sun angle changes, the complimentary orange color emerges to produce complex and unexpected results. The north facade slatting covers a translucent wall and transforms the building from opaque (day) to light-emitting (night).

In a gentle arc that recalls the lake edge just beyond, the new pavilion maximizes seating along the shoreline, providing a dining experience unique among the restaurants of the Minneapolis Park system.



PROJECT EXAMPLES

REAL ARCHITECTURE WORKSHOP (RAW)

Worldwide

RAW was created by Locus founder Paul Neseth as a collection of workshops designed to teach and inspire the next generation of architects to be better designers and better citizens. Since 2010, RAW has inspired more than 100 students and volunteers from 7 countries to design and build unique projects for communities around the globe, including cooking pavilions in South Dakota, classrooms in France, an orphanage in Tanzania, and 7 support structures for an ecological preserve in Mexico.

The impact is significant. Over the course of a week, RAW designs and builds relationships and understanding between people from varied backgrounds, leaving behind an architectural gem for the community.

"RAW was a life changing experience that taught me a lot about building, spaces, culture, and teamwork... I learned so much from the incredible site, amount of design input the students had, and the full range of tools and skills developed." - RAW student, Oaxaca '15



AIA MN HONOR AWARD

PROJECT EXAMPLES

CIRCUS JUVENTAS

St. Paul, MN

Circus Juventas, a nonprofit performing arts circus school for St. Paul youth, contacted Locus only months prior to opening their facility. With concrete already poured and utilities in place for the "big top" performing center, directors Betty and Dan Butler felt the lobby needed more panache and style than the one depicted from the original architect. We scrapped everything in the lobby and started over, fully aware of the tight timeline. Together with the Butlers, we defined a conceptual strategy for the entry that extended the performance space into the lobby. Prior to showtime, circus performers move - on catwalks, ladders, and plinths - above, around, and under spectators arriving for a performance, blurring the line between performer and audience. A combination of stretched reflective fabrics, prefabricated steel framing, and spot lighting provides a canvas for their creative expression.

Focusing on the multicultural circus arts experience provided by this organization contributed to the importance of spatial connectivity and inclusivity in the concept of the design. Challenging the commonly perceived idea of a "lobby" space enriched the audience and performer relationship, creating intimate moments of anticipation for the performance to come - heightened by the very presence of those taking the stage. Using architectural elements to enhance their art form fueled the success of this project, along with being inspired by the artistic hub this space would become for generations of students and teachers alike.

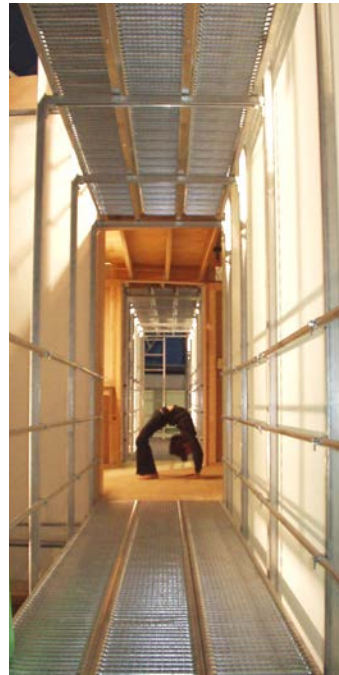
The risk taken to create a space that fully represents their mission to provide children with extraordinary opportunities, and their goal of creating a built environment to express the importance of overcoming obstacles, was well worth it. By working with our own hands to build a space to inspire imagination and hope, despite the short timeline and various hurdles, we helped embody the values Circus Juventas was hoping to instill in their performers.

"I'll never forget, when they presented to Betty and me, maybe it was the first sketch or the first creative ideas they were coming up with, but we were just completely blown away... It's magical when you find people that think like you."

- Dan Butler, Co-Executive Director & Founder



AIA MN HONOR AWARD



PROJECT TEAM

ARCHITECTURAL



LOCUS Architecture was established as a collaboration of two alumni of Harvard University's Graduate School of Design. Over the years, LOCUS has undertaken a diverse body of work: public, commercial, institutional, residential and teaching design/build workshops. The design philosophy of our practice, in regards to park facilities, is the same as it is toward all our work. The work must meet the standard of design quality that has earned us the respect of the regional architectural community, but more importantly, it must enable our clients to enhance what they already do well. Yes, we design buildings, but our most important work is improving communities.

Our work centers on creating, strengthening, and educating communities by helping them use and understand the spaces they occupy. Our ability to capture clients' energy comes from patience, intense listening, passionate research and intuitive problem-solving. We capture potential energy and make it kinetic. We've chosen not to specialize in "hospitality" or "residential" or "public" buildings, but rather "community" building. This explains why we've been hired to design homes, churches, park buildings, streetscapes, restaurants, museum installations, kids' forts, and retreat centers from the Twin Cities to Biloxi, MS, to Oaxaca, Mexico.



WYNNE YELLAND, AIA, LEED-AP
LOCUS FOUNDER

Bachelor of Architecture, U.C., Berkeley
Master of Architecture, Harvard University

Wynne grew up inspired by architecture in a mid-century house designed by Carter Sparks, an architect friend of his parents. When Carter was over at the house, he'd lie down on the floor with Wynne, stacking blocks and tracks to zoom Matchbox cars recklessly up and down pretend city streets. Wynne was later inspired by making as he spent college summers as a carpenter and his post-Harvard years working as an architect project manager for an architecture/design/fabrication shop in Somerville, MA welding, rebuilding bicycles, forging steel, and erecting commercial projects.

From gutting and rebuilding a house for his family to teaching himself to snowboard (at 40!) in order to coach his sons' freestyle team, Wynne feels learning is fundamental to creating. He enjoys leading Locus' religious, commercial, and industrial projects, and working with groups and organizations to help them realize their potential.



PAUL NESETH, AIA
LOCUS FOUNDER

Bachelor of Fine Arts, St. Olaf College
Master of Architecture, Harvard University

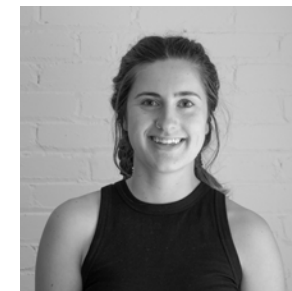
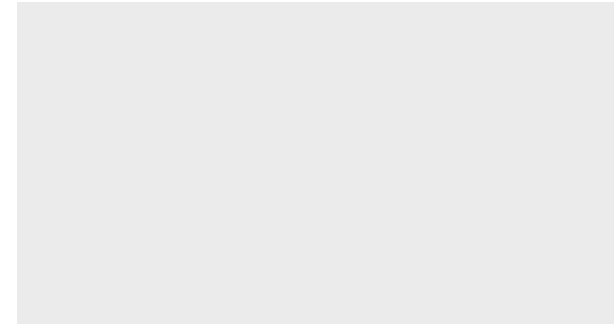
If you met Paul hiking in the mountains, you'd likely be lost. He's a well-off-the-beaten-path kind of person with a quest to stand in life where others haven't. His path into architecture is no less unique. Although Paul intended to be an architect since the age of ten, he spent many years working and studying in areas peripheral to the profession. From pouring concrete for grain-bins on Minnesota farms, to teaching woodworking to native Bajans in Barbados, to cutting mortise and tenon joints in China, Paul has merged his talents in design and construction with his desire for travel, learning and diversity.

After forming Locus with Wynne, Paul created the Real Architecture Workshop (RAW) to weave together his passions for design and making with his belief that good design should be available to all people, everywhere, regardless of their means. RAW is an educational program of design/build workshops for young architects and students, creating award winning projects in rural villages on three continents.

Paul provides creative leadership and construction know-how for Locus.

PROJECT TEAM

ARCHITECTURAL - LOCUS STAFF



MAGGIE KRANTZ
ASSOCIATE

Bachelor of Design in Architecture, University of Minnesota - Twin Cities



EMILY BISSEN
ASSOCIATE

Bachelor of Arts in Environmental Design, Montana State University - Bozeman



PHIL HOFSTED
PROJECT MANAGER

Bachelor of Arts in Studio Art, St. Olaf College
Master of Architecture, University of Minnesota - Twin Cities



KYRSHAN HYNNEWTA
ASSOCIATE

Bachelor of Architecture, Goa College of Architecture
Master of Architecture, University of Minnesota - Twin Cities

SRF CONSULTING



KEN GRIESHABER
PLA, ASLA
PRINCIPAL - LANDSCAPE ARCHITECTURE AND URBAN DESIGN

SRF's engineers, planners, and designers collaborate with their clients and their stakeholders to develop creative solutions for the most challenging projects. They create vibrant communities and dynamic experiences. Their award-winning projects range from designing roadways, trails, and bridges to planning statewide transportation systems, to revitalizing neighborhoods and urban spaces.

Ken has 30+ years of landscape architecture and urban design experience, with an emphasis on park and public open space systems. He has been involved in the planning and design of more than 100 neighborhood, community, and regional parks. His work is mindful of operations and maintenance considerations, which emphasize sustainable design solutions. In addition, Ken is known for his skill in fostering an open, collaborative design process that includes all residents, city officials, and design professionals.



PROJECT TEAM

CONSULTANTS

SAFE HAVEN STRUCTURAL ENGINEERING



DEREK PHILLIPS
PE, STRUCTURAL
ENGINEER

Derek Phillips has worked with Locus Architecture in the past on a wide range of projects including single family residential, Sandcastle Restaurant and Pavilion, and White Bear Unitarian Universalist Church. He has worked on a wide variety of buildings focused on “high performance” design on residential, commercial, and public projects, including new construction, additions and remodels, using a variety of construction materials such as steel, concrete, masonry, and wood.

VICTUS ENGINEERING



WILLOW NICHOLS
PE, LEED AP
PROJECT MANAGER,
ELECTRICAL ENGINEER

What started as a lunch conversation about the challenge of delivering creative, inspired engineering design has now become a firm that stands out from the crowd, headed by four experienced engineers with very different backgrounds and a common passion for efficiency and smart design.

How does such an eclectic team of engineers create great designs - more creatively and collaboratively! Victus was founded with the philosophy that great design is the result of a structured, intentional collaboration with our clients and fellow designers, infused with innovative solutions that are sound and practical.



FEE PROPOSAL

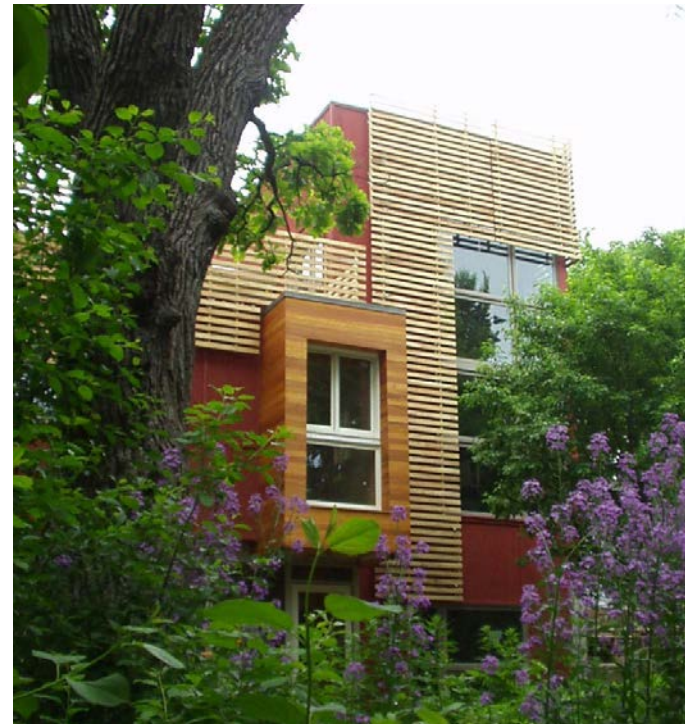
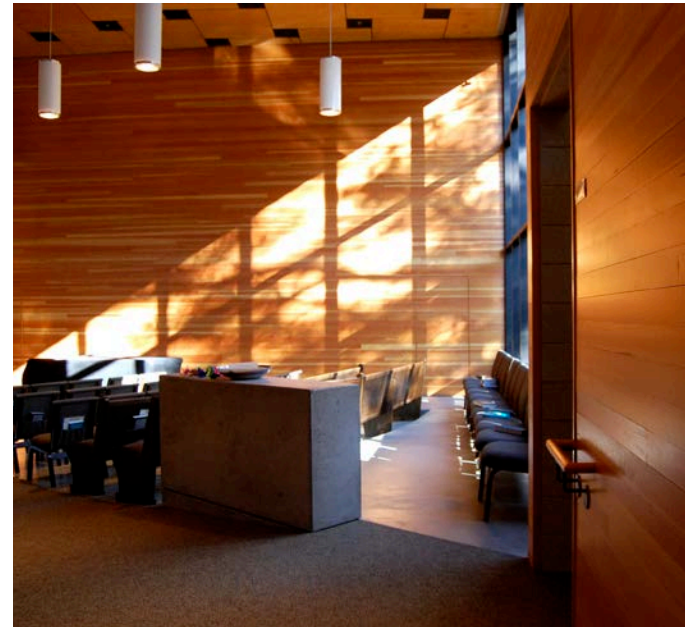
	Fee	Rimbursable Expenses
Locus - Architecture	\$102,500	\$5,000
Capell Design - Specifications	\$7,500	
Safe Haven - Structural Engineering	\$10,000	
* SRF- Civil Engineering	\$15,000	
TOTAL	\$ 135,000	\$5,000
Possible Additional Services		
Victus - Mechanical, Electrical, and Plumbing Engineering	\$13,500	\$200
Chosen Valley Testing - Geo-technical Engineering and Soil Borings		
*B3 Service	\$ 2,750	We will receive a bid on this consulting if determined necessary by the state of Minnesota or the DNR
TOTAL	\$16,250	\$200

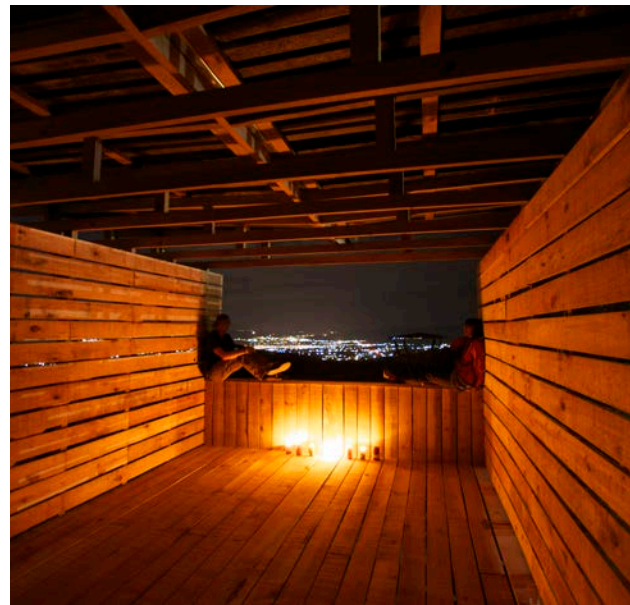
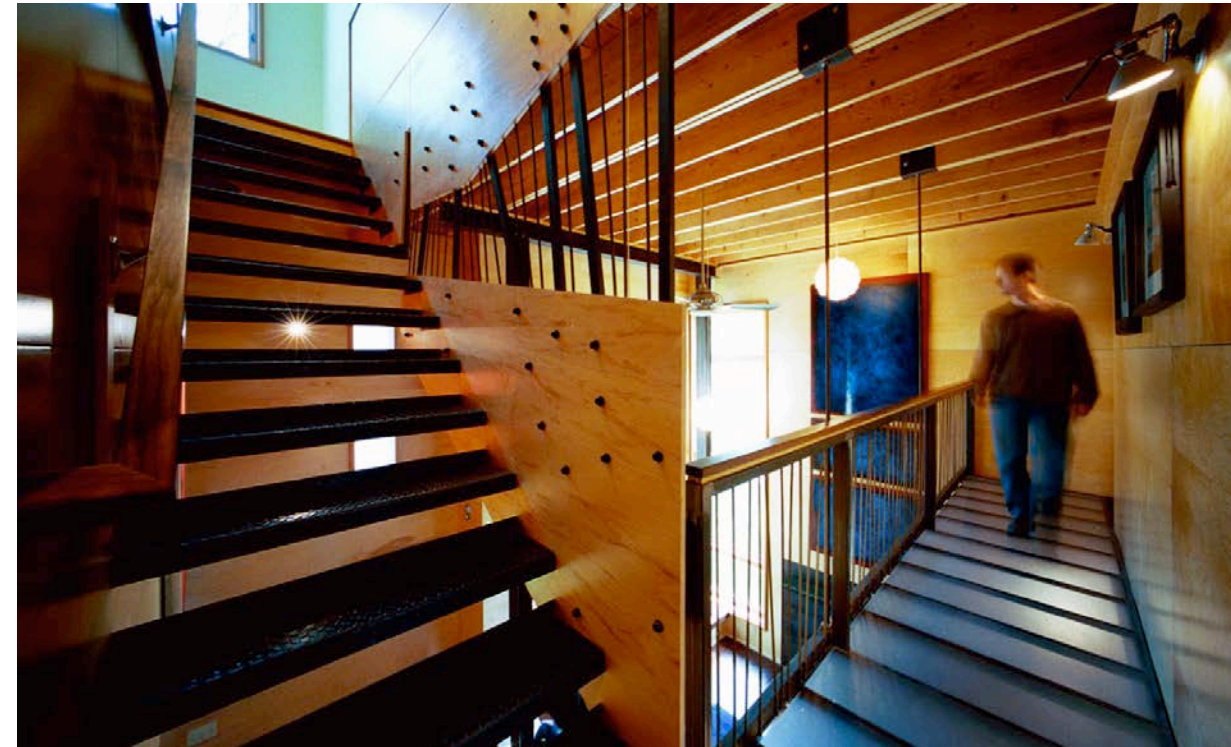
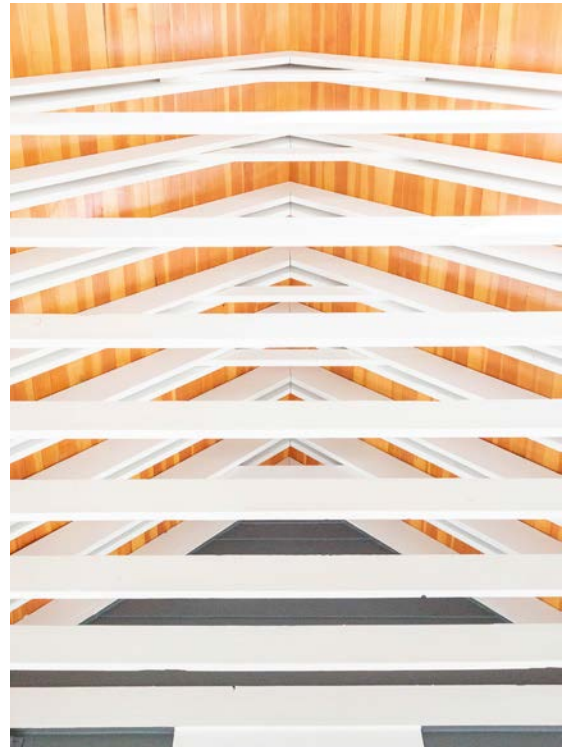
At Goodhue County’s request, landscape design services have been removed since this proposal was submitted

* Assumes survey completed by Goodhue County.

** We recommend Urban Ecosystems perform a site visit and concept drawing for the site, with the remainder of the landscape design provided by county staff.









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSDZ LLC DBA COBB STRECKER DUNPHY & ZIMMERMAN 225 S 6TH ST STE 1900 MINNEAPOLIS MN 55402	CONTACT NAME: PHONE (A/C, No, Ext): (866) 282-9725 E-MAIL ADDRESS: Certificate@Hanover.com FAX (A/C, No): (866) 828-2424																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C:</td> <td>Hanover Insurance Co</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Ins Co of America	31534	INSURER B:	Allmerica Financial Benefit	41840	INSURER C:	Hanover Insurance Co	22292	INSURER D:			INSURER E:			INSURER F:	
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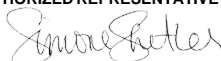
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	OBX D019925 04	08/20/2020	08/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AWX D019869 04	08/20/2020	08/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	N	N	OBX D019925 04	08/20/2020	08/20/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2X D019887 04	08/20/2020	08/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employment Practices Liability			OBX D019925 04	08/20/2020	08/20/2021	Claims-Made: \$100K Agg/ \$5K Deductible
C	Architects & Engineers Prof Liab	N	N	LHX D021286 04	08/20/2020	08/20/2021	Claims-Made: \$2M Ea Claim/\$2M Agg
A	Cyber Liability			OBX D019925 04	08/20/2020	08/20/2021	Claims-Made: \$100,000 Max Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

GOODHUE COUNTY PUBLIC WORKS 2140 PIONEER ROAD RED WING MN 55066	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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EXHIBIT C

Locus Architecture Hourly rates:

- Principal architects - \$170/hour
- Project architect or designer - \$125/hour
- Associate I, \$95/hour
- Associate II, \$75/hour
- Associate intern, \$40/hour



Jess L. Greenwood, P.E.
Deputy Director – Assistant Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, Deputy Director / Assistant Engineer

RE: 02 Mar 21 County Board Meeting – **CONSENT AGENDA**
Resolutions for Potential Local Road Improvement Program Funding

Date: 24 Feb 21

Summary

It is requested that the County Board approve the attached resolutions for potential Local Road Improvement Program (LRIP) project applications on County Highways.

Background

MnDOT is currently soliciting applications for their LRIP. The Board approved resolutions to act as a Sponsor for several Township projects that were applying for funding through the LRIP at the 16 Feb 21 County Board Meeting.

Staff is now asking the Board to approve projects on the County system for funding under the LRIP. As a note, the Township projects will compete with other Township projects, and County projects will compete with other County projects.

The grant is currently funded and projects will be able to apply for up to \$1,250,000. Projects submitted for this grant would need to be delivered in years 2021-2023.

Staff has created resolutions for two potential projects that would be eligible for funding under this program.

Full Depth Reclamation for CSAH 9. This project is programmed for 2022 and will provide for the rehabilitation of CSAH 9 from CSAH 2 to the Wabasha County Line.

Full Depth Reclamation for CSAH 8. This project is programmed for 2023 and will provide for the rehabilitation of CSAH 8 from CSAH 1 to TH 57.

Alternatives

- Approve either or both attached resolutions.
- Take no action and fund the projects with County State Aid or Local County funds.

Recommendations

It is the recommendation of staff that the Board approve the attached resolutions.

"To effectively promote the safety, health, and well-being of our residents"

**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

Date: 02 Mar 2021

WHEREAS, Goodhue County is committed to increase the safety of highways in the County including the regionally significant CSAH 9 from CSAH 2 to the Wabasha County Line, and;

WHEREAS, Goodhue County plans to rehabilitate CSAH 9 as a Full Depth Reclamation Project in 2023, and;

WHEREAS, Goodhue County is planning to bituminous pave CSAH 9 in 2022, which will add a bituminous paved shoulder;

NOW, THEREFORE, BE IT RESOLVED, that the Goodhue County Board hereby approves an application to the State of Minnesota's Local Road Improvement Program to help cover the County's costs for this regionally significant highway project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Goodhue County Board is committed to any remaining project costs of this project.

State of Minnesota
County of Goodhue

Flanders	Yes	___	No	___
Anderson	Yes	___	No	___
Greseth	Yes	___	No	___
Majerus	Yes	___	No	___
Drotos	Yes	___	No	___

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 2nd day of March 2021, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, this 2nd day of March 2021.

Scott Arneson
County Administrator

**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

Date: 02 Mar 2021

WHEREAS, Goodhue County is committed to increase the safety of highways in the County including the regionally significant CSAH 8 from CSAH 1 to TH 57, and;

WHEREAS, Goodhue County plans to rehabilitate CSAH 8 as a Full Depth Reclamation Project in 2023, and;

WHEREAS, Goodhue County is planning to bituminous pave CSAH 8 in 2023, which will add a bituminous paved shoulder;

NOW, THEREFORE, BE IT RESOLVED, that the Goodhue County Board hereby approves an application to the State of Minnesota's Local Road Improvement Program to help cover the County's costs for this regionally significant highway project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Goodhue County Board is committed to any remaining project costs of this project.

State of Minnesota
County of Goodhue

Flanders	Yes	___	No	___
Anderson	Yes	___	No	___
Greseth	Yes	___	No	___
Majerus	Yes	___	No	___
Drotos	Yes	___	No	___

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Scott Arneson
County Administrator



Greg Isakson, P.E.
Public Works Director / County Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director / County Engineer

RE: 02 Mar 21 County Board Meeting - **CONSENT AGENDA**
Eminent Domain - CSAH 24 Grading Contract - S.A.P. 025-624-016

Date: 24 Feb 21

Summary

It is requested that the Board approve the use of eminent domain proceedings to secure the final Right of Way needed for the CSAH 24 Grading Project scheduled to begin in June of this year.

Background

S.A.P. 025-624-016 consists of the grading of Phase II of the CSAH 24 Southeast Collector from CSAH 25 to TH 19 in Cannon Falls. Eight parcels are affected by the new right of way for the project. Negotiations have been successful with all but one landowner. Staff has determined that the time has come to recommend that the County request District Court approval to secure the final parcel to maintain the 2021 construction schedule.

By authorizing Public Works to commence with eminent domain proceedings, it does not mean that negotiations will end. Staff will continue to meet with the landowner with the goal of reaching a mutually acceptable settlement for the needed parcel. Ideally, there would be no outstanding parcel that would require the Court's involvement by the time project work commences. However, due to the time it is taking for the negotiations between Public Works and the landowner, staff feels that the eminent domain process needs to begin so that the County has possession in time for the construction season.

Alternatives

- Authorize Public Works to begin the eminent domain proceedings for S.A.P. 025-624-016.
- Delay authorization to begin the eminent domain proceedings and delay the start of this very large grading project until this fall or next year.
- Declare that Eminent Domain will not be used. This action could cause this project to not be built this year and could potentially kill the project as a whole.

Recommendations

It is recommended that the County Board pass the attached resolution authorizing the commencement of eminent domain proceedings to obtain the unacquired parcel of land needed for the construction of S.A.P. 025-624-016, with those eminent domain proceedings to include provisions of early possession or "quick take" by Goodhue County.

"To effectively promote the safety, health, and well-being of our residents"

**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

02 Mar 2021

WHEREAS, the construction of Phase II of the Goodhue County State Aid Highway (CSAH) No. 24 Southeast Collector (S.A.P. 025-624-016) is part of the approved Goodhue County Five-Year Construction Plan; and

WHEREAS, the process for acquiring necessary right of way land for the project has been underway for over one year; and

WHEREAS, the County needs possession of this right of way before the commencement of the 2021 construction season.

NOW, THEREFORE, BE IT RESOLVED, that the Goodhue County Board of Commissioners authorizes the Public Works Director and the County Attorney to begin eminent domain proceedings, at the appropriate time, against unacquired parcels of land needed for the construction of S.A.P. 25-624-016, with those eminent domain proceedings to include provisions of early possession or “quick take” by Goodhue County.

State of Minnesota
County of Goodhue

Flanders	Yes	___	No	___
Anderson	Yes	___	No	___
Drotos	Yes	___	No	___
Majerus	Yes	___	No	___
Greseth	Yes	___	No	___

I, Scott Arneson, duly appointed, qualified, and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 2nd day of March, 2021, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota this 2nd day of March, 2021.

Scott Arneson
County Administrator



DDA

Human Resources, Inc.

a David Drown Associates Company

TO: GOODHUE COUNTY COMMISSIONERS

FROM: TESSIA MELVIN, DDA MANAGEMENT CONSULTANT

CC: MELISSA CUSHING, HUMAN RESOURCES DIRECTOR

SUBJECT: APPROVAL OF BENCHMARK COMMUNITIES

BACKGROUND

David Drown Associates was hired by the Goodhue County to conduct a Classification and Compensation Market Analysis. David Drown Associates has been providing a full range of fiscal and economic development services to over 400 government clients throughout Minnesota. In 2013, we expanded our services to provide human resources support – we started with executive recruitment and organizational studies and then added classification and compensation studies. This project is managed by Tessia Melvin.

MARKET ANALYSIS

We are proposing to benchmark the following communities and job positions. All jobs will be analyzed for a wage analysis.

Benchmark Communities:

- Dodge
- Fillmore
- Freeborn
- Houston
- Mower
- Olmstead
- Rice
- Steele
- Wabasha
- Winona

BOARD ACTION

We are seeking Board approval on the benchmark communities.



Greg Isakson, P.E.
Public Works Director / County Engineer
Goodhue County Public Works Department

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

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 02 Mar 21 County Board Meeting - **CONSENT AGENDA**
New Engineering Technician Classification

Date: 24 Feb 21

Summary

Based on a conversation held during the Personnel Committee on 16 Feb 21, I would like to provide additional information concerning our request to create a new job description for an Engineering Technician Apprentice.

Background

Back in 2016, an Engineering Technician left Goodhue County Public Works to work elsewhere because their compensation package was much more attractive than ours. The department has been struggling ever since to find a candidate that meets the minimum qualifications of a two-year Vocational / Technical School degree (or equivalent experience) and is interested in performing the work required of a Civil Engineering Technician working for Goodhue County. Since 2016, we have hired three replacements who met our minimum qualifications but were not interested in performing the duties of a Civil Engineering Technician in Goodhue County or left for other reasons.

Goodhue County is not alone in this struggle. Counties, Cities, MnDOT, and consultants are having a difficult time hiring technicians with a two-year Vocational / Technical School degree (or equivalent experience). There are only a couple Vocational / Technical Schools that have a two-year Civil Engineer Technician program and they are not graduating near enough students to fill the market. There is a huge unmet need to hire technicians with this two-year degree but few candidates available.

In their Vocational / Technical School classes these students learn how to perform surveys, basic concepts in road design; they learn advanced technical writings skills required to prepare, understand, and use construction plans and proposals required to perform construction inspections in the field along with learning numerous additional knowledge, skills, and abilities required to work as a Civil Engineer Technician.

"To effectively promote the safety, health, and well-being of our residents"

Another option we have is to create a new job description for an **Engineering Technician Apprentice** that has a minimum requirement of a high school diploma with some math, science and/or technical classes. If we can find the right person with the right aptitude, attitude, and interest in the work, then we could train this employee in-house and through MnDOT Certification classes to 'build our own' Technician. This new job description should be designed so that this employee could eventually qualify and be promoted to the Engineering Technician I level when the minimum qualifications for that position have been met.

Alternatives

- Increase the pay for this position. This option will cause issues with the County's Comp Worth studies and could require the reexamination of the pay scale for numerous other job descriptions.
- Hire a technician through a consultant. This option would be very expensive since consultants are also having a hard time hiring Civil Engineer Technicians. They likely pay their employees at a higher rate, plus they will set a price that includes a profit for the firm; and since we need to hire our Civil Engineer Technician on a year-round basis, it is questionable if a consultant would tie up a technician when the consultants are also having a hard time hiring them (unless the consultant would make a huge profit).
- Create a new Job Description and hire an employee that does not have the two-year Civil Engineer Technician degree (at a lower pay range) and provide 'on-the-job' training.

Recommendation:

Staff's recommendation is to create a new job description that has a minimum requirement of a high school diploma with some math, science and/or technical classes, provide in-house training and MnDOT Certification classes to 'build our own' Technician. It is further recommended that this position be designed so that an employee hired as an apprentice could potentially qualify and be promoted to an Engineering Technician I.

There is no guarantee that this employee would not leave for better pay as has happened in the past in Public Works and in other County Departments. Hopefully we can hire someone who appreciates this opportunity to receive training and learn the knowledge, skills, and abilities to work as a Civil Engineering Technician, enjoys the work, and will become a good, solid, long term employee.



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:

As part of the Graduate Program for Forensic Behavioral Health, this course will provide students with the skills to critically evaluate research on issues in the field of human services. Students will learn how to apply empirical research to their decision-making with clients, including the dynamics of problem solving and the development of creative and efficient solutions. Students will build quantitative and qualitative analysis skills in the application and critique of research methodology (i.e., design, data collection, analysis, and interpretation) in the field of human services.

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:

DEPARTMENT HEAD/SUPERVISOR APPROVAL

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

Department Head 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



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:

As part of the Graduate Program for Forensic Behavioral Health, this course will examine the most common behavioral health conditions observed in human services populations, and their assessment and treatment. Topics include Serious and Persistent Mental Illness (SPMI) conditions, personality disorders, substance-use disorders, and childhood disorders. Students will learn the risk factors and key clinical features associated with each disorder and explore the impact of substance use, traumatic brain injuries, and pre-natal substance exposure on mental health symptoms.

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:

DEPARTMENT HEAD/SUPERVISOR APPROVAL

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

Department Head 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

Goodhue County Land Use Management

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



Building | Planning | Zoning
Telephone: 651.385.3104
Fax: 651.385.3106

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

TO: Goodhue County Board of Commissioners
FROM: Lisa M. Hanni, LUM Director / County Surveyor / County Recorder
DATE: March 2, 2021 County Board meeting
RE: Order for Public Hearing In the Matter of the Repair of Goodhue County Ditch 1

Summary:

As the Drainage Authority, the County Board is setting a Public Hearing date for the Repair of Goodhue County Ditch 1.

Engineer: Chris Otterness, Houston Engineering, Inc.
Viewers: H2Over Viewers, LLC
Attorney: Kale Van Bruggen, Rinke-Noonan

Background:

The County has received the Engineer's Report and the Viewer's Report for the County Ditch 1 project. Viewer's packets outlining benefits and damages were mailed to each individual land owner within the County Ditch drainage area. Individuals were directed to contact the Viewer's with any questions contained in the report.

Staff and consultants held an Informational Meeting with the land owners on February 4, 2021 to discuss the reports. Staff and consultants held another meeting with the four land owners affected by Branch B on February 9, 2021. They are in the process of requesting an Improvement for that tile and will start the legal process for that portion of the Ditch.

The County Board set the Public Hearing for the Redetermination of Benefits of County Ditch 1 at their February 16, 2021 board meeting. We are asking to set the Repair public hearing for the same meeting date of March 24, 2021.

Recommendation:

Staff and counsel recommend the County Board approve the attached ORDER in the Matter of the Repair of Goodhue County Ditch 1.

STATE OF MINNESOTA
GOODHUE COUNTY BOARD OF COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR GOODHUE COUNTY DITCH 1

In the Matter of the
Repair of Goodhue County Ditch 1

ORDER FOR PUBLIC HEARING

At a duly noticed and public meeting conducted by the Goodhue County Board of Commissioners, sitting as the drainage authority for Goodhue County Ditch 1, on March 2, 2021, Commissioner _____ moved, seconded by Commissioner _____ for adoption of the following Findings and Order:

Findings:

1. The Goodhue County Board of Commissioners (“Board”) is the public drainage authority under Minnesota Statutes, chapter 103E for Goodhue County Ditch 1 (“CD 1”). CD 1 is located in Township 109 North, Range 18 West, Sections 28, 29, 32, and 33.
2. On September 1, 2020, the Board appointed Chris Otterness, P.E. of Houston Engineering, Inc. as the engineer to examine CD 1 and make a repair report in conformance with Minnesota Statutes, section 103E.715, subdivision 2 to address issues identified in the CD 1 2020 Inspection Report, including the repair of the open ditch portions of CD 1. Otterness was further directed to inspect the lateral tiles by televising portions of the tile to identify the source of failures, as necessary, to verify the overall condition of the tile, and to quantify and report on the existing capacity of these tiles.
3. On January 15, 2021, Otterness filed Goodhue CD 1 Tile Inspection and Ditch Repair Report with Goodhue County LUM Director/County Surveyor/County Recorder/Assistant Administrator, Lisa Hanni. The report was shared concurrently with Goodhue County Administrator Scott Arneson and the Goodhue County Finance Director, Brian Anderson.
4. Minnesota Statutes, section 103E.715, subdivision 3 requires the Board, in consultation with the auditor, to set a time, by order, not more than 30 days after the date of the order for a hearing on the repair report and to give notice by mail at least 10 days before the hearing of the time and location of the hearing to the owners of property and political subdivisions likely to be affected by the repair in the repair report.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 1, hereby orders as follows:

- A. A hearing on the engineer’s report shall be held on **March 24, 2021 at 9:00 a.m.**, or shortly thereafter as the agenda allows, at the County Board Room located on the 3rd Floor of the Goodhue County Government Center, 509 W 5th Street, Red Wing, Minnesota 55066; however, based on the State Emergency Declaration related to the COVID-19 pandemic, it is neither feasible nor prudent to hold in-person meetings during the emergency. Therefore, the hearing shall be conducted by alternative means (teleconference or video conference) from remote locations under the conditions contained in Minnesota Statutes, section 13D.021.

- B. At least ten days before the hearing, the Goodhue County Administrator shall give notice by mail of the time and location of the hearing to the owners of property and political subdivision likely to be affected by the project.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
ANDERSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DROTOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLANDERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GRESETH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAJERUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Brad Anderson, Chairperson

Dated: March 2, 2021

* * * * *

I, Scott Arneson Goodhue County Administrator, do hereby certify that I have compared the above motion and findings and order with the original thereof as the same appears of record and on file with the Goodhue County Board of Commissioners and find the same to be a true and correct transcript thereof. The above order was filed with me, Goodhue County Administrator, on March 2, 2021

IN TESTIMONY WHEREOF, I hereunto set my hand this
____ day of _____, _____.

Scott Arneson,
Goodhue County Administrator

Goodhue County Land Use Management

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

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning
Telephone: 651.385.3104
Fax: 651.385.3106



County Surveyor / Recorder

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

To: County Board of Commissioners
From: Land Use Management
Meeting Date: March 2, 2021
Report date: February 23, 2021

PUBLIC HEARING: Request for Map Amendment (Rezone)

Request for map amendment, submitted by Featherstone Township, to rezone all parcels within Section 06 from A-3 (Urban Fringe) to A-2 (General Agriculture).

Attachments and links:

Featherstone Request and Maps
Change of Zone Project Review
Table of Uses – General District Regulations
February 8, 2021 DRAFT Planning Commission Meeting Minutes
Comments Received for February 8th Public Hearing
Goodhue County Zoning Ordinance (GCZO):
<http://www.co.goodhue.mn.us/DocumentCenter/View/2428>

Background:

At the December 2020 PAC meeting, John Anderson on behalf of the Rudolph and Anna Anderson Trust, requested to rezone approximately 19-acres (parcel 31.006.0500) from A-3 to R-1 Suburban Residential District. Featherstone Township was not in favor of the R-1 rezone request and the Planning Commission tabled the item to provide staff time to research the possibility of rezoning all of Section 06 from A-3 to A-2 (General Agriculture).

The Featherstone Township supervisors considered the A-3 to A-2 rezone proposal at their January 12, 2021 meeting and subsequently requested that Goodhue County amend the zoning designation of Section 06 to A-2 to correspond with the Township's current A-2 zoning designation.

If the section were to be rezoned, the Anderson property would become eligible for a dwelling as the property is in two open quarter-quarter (40-acre) sections and there are currently less than 12 dwellings in section 06.

Project Summary:

Section Information:

- Section 06 is currently zoned A-3 Urban Fringe District. Section 05 of Featherstone Township and Section 01 of Vasa Township (to the east and west respectively) are zoned A-3, Section 07 of Featherstone Township (to the south) is zoned A-2 and land to the north is in the City of Red Wing.

Existing/Permitted Uses:

- Existing land uses include low-density residential among predominantly agricultural uses. This section is a rural area with a few medium acreage dwelling sites surrounded by tilled cropland and undeveloped areas with steep slopes along the Spring Creek watershed.
- There are 6 dwellings in Section 06. The A-3 District requires a minimum lot size of 35 acres per principal building or use. One of the dwelling sites in Section 06 is on a parcel 35-acres or greater (parcel 31.006.1300 owned by David Pearson). The A-2 District requires a minimum lot size of 2 acres with 12 single-family dwellings permitted per section with the stipulation that no more than one dwelling is allowed per original quarter-quarter section.

- Section 06 currently has one registered Feedlot, owned by Eric Pearson. The A-3 District does not allow new Feedlots and existing Feedlots may not expand beyond 100 animal units. The A-2 District allows new Feedlots up to 300 animal units before a Conditional Use Permit is required, however, no new Feedlots are allowed within 1 mile of Red Wing’s City limits (all of Section 06 is within 1 mile of the City of Red Wing).

Existing Feedlot expansions must meet a 99% odor annoyance-free rating distance (as determined by the OFFSET odor evaluation model) to the closest incorporated municipality boundary line.

- One parcel would lose dwelling site eligibility if section 06 is rezoned. Parcel 31.006.1401, owned by WLO LLC, is currently eligible for a dwelling as the parcel is greater than 35-acres. If section 06 is rezoned, the quarter-quarter section would be considered “occupied” by the dwelling on parcel 31.006.1400 owned by Joseph Lindberg. The WLO LLC parcel is surrounded by bluffs and steep slopes making it difficult to obtain access to the parcel from a public road.

Planning Information:

- The A-2 Zoning District is intended to provide a district to maintain and conserve agricultural investments and prime agricultural farmland, but provide for a slightly higher density of dwellings than the A-1 (Agricultural Protection) District. It is also intended that the district apply to areas where large farms and feedlots are more scattered and a greater number of non-farm uses or small parcels are present.

- The Prime Farmland Rating for Agriculture is as follows:

Approximately 47% of the acreage in Section 06 is classified as Prime Farmland or Farmland of Statewide Importance.

Soil Name	Slope	Amount (acres)	% of Total	Prime Farmland Rating
Frontenac-Lacrescent Complex	30-70%	87.5	15%	Not Prime Farmland
Kennebec Silt Loam	0-2%	83.7	14.4%	Prime Farmland
Timula-Mt. Carroll Complex	6-12%	75.2	12.9%	Farmland of Statewide Importance
Kennebec-Lawson Channeled Complex	0-3%	71.3	12.3%	Farmland of Statewide Importance
Timula-Mt. Carroll Complex	2-6%	53.1	9.1%	Prime Farmland
Timula-Mt. Carroll Complex	12-18%	38.2	6.6%	Not Prime Farmland
Tama Silt Loam	12-18%	27.7	4.8%	Not Prime Farmland
McPaul Silt Loam	0-3%	21.3	3.7%	Not Prime Farmland
Timula-Mt. Carroll Complex	18-25%	19.7	3.4%	Not Prime Farmland
Brodale-Bellechester Complex	30-60%	16.0	2.7%	Not Prime Farmland
Frankville-Nasset Complex	18-35%	13.4	2.3%	Not Prime Farmland
Lindstrom Silt Loam	12-18%	9.4	1.6%	Not Prime Farmland
Frankville-Nasset-Mt. Carroll Complex	18-35%	8.2	1.4%	Not Prime Farmland
Chaseburg Silt Loam	2-12%	8.1	1.4%	Not Prime Farmland

Frontenac-Lacrescent Complex	20-45%	7.5	1.3%	Not Prime Farmland
Lindstrom Silt Loam	2-6%	7.5	1.3%	Prime Farmland
Lacrescent Flaggy-Frontenac Rock Outcrop	45-90%	4.4	0.8%	Not Prime Farmland
Downs Silt Loam	18-25%	4.2	0.7%	Not Prime Farmland
Lindstrom Silt Loam	6-12%	3.8	0.7%	Farmland of Statewide Importance
Volney Channery Silt Loam	2-12%	3.7	0.6%	Not Prime Farmland
Tama Silt Loam	6-12%	3.4	0.6%	Farmland of Statewide Importance
Bassett-Kasson Complex	6-12%	0.8	0.1%	Farmland of Statewide Importance

Goodhue County Comprehensive Plan:

The Goodhue County Comprehensive Plan offers the following statements regarding agricultural preservation:

“Lands outside the cities growth zones will be considered rural and shall be managed to preserve the rural character and be compatible with the continued operation of agricultural uses...”

“Soils with Prime Farmland Rating shall be protected from residential development whenever possible”

“If residential development occurs, it should be compact and designed to preserve the prime farmland for agricultural uses...”

The Comprehensive Plan offers the following statements regarding rural housing:

New or replacement dwelling sites should be directed to areas that minimize loss or conversion of prime agriculture soils.

“Provide more housing choices for rural residents”

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

The Comprehensive Plan offers the following comment regarding the A3 district:

“As part of the implementation of the County’s 1990 Comprehensive Plan the Goodhue County Zoning Ordinance and Official Zoning Map were amended in 1993, to add the Urban Fringe A-3 Zone District. The purpose of the A-3 Zone District was to facilitate planning for urbanization. The Planning Advisory Commission and County Board in 2014 expressed that the A-3 district is not serving its purpose as a growth zone and should be re-evaluated or perhaps eliminated.”

City of Red Wing:

The City of Red Wing submitted comments regarding the proposed rezoning of Section 06 (see attachment).

PAC Recommendation:

The Planning Advisory Commission recommends the County Board

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

APPROVE the map amendment request from Featherstone Township to rezone Section 06 from A-3 (Urban Fringe District) to A-2 (General Agriculture District).

Pierret, Samantha

From: Featherstone Township <featherstone.twp@gmail.com>
Sent: Thursday, January 14, 2021 10:38 AM
To: Pierret, Samantha
Subject: Re: Section 6 Rezone

Hope this meets your needs.

From the January 12 minutes of the Featherstone Township Board of Supervisors' meeting:

- **Section 6 Rezoning resolution -- Carl Bang moved and David Schwartau seconded the motion that Featherstone Township accepts the Goodhue County Land Use Management Department proposal to rezone section 6 of Featherstone Township to an A2 zone in the Goodhue County ordinance and requests such action by the Planning and Zoning Commission. Carried**

Chuck Schwartau, Clerk

On Wed, Jan 6, 2021 at 3:37 PM Pierret, Samantha <samantha.pierret@co.goodhue.mn.us> wrote:

Chuck,

I'm wondering if the Town Board will be discussing the rezoning of Section 6 at the County level from A3 to A2 at your January meeting? I would need to receive a request from the Town Board in writing (email is fine) requesting this change to initiate County action before Friday January 15th at 4:30PM.

To initiate the rezone process we would just need notice from the Township that the Board is okay with the proposed change.

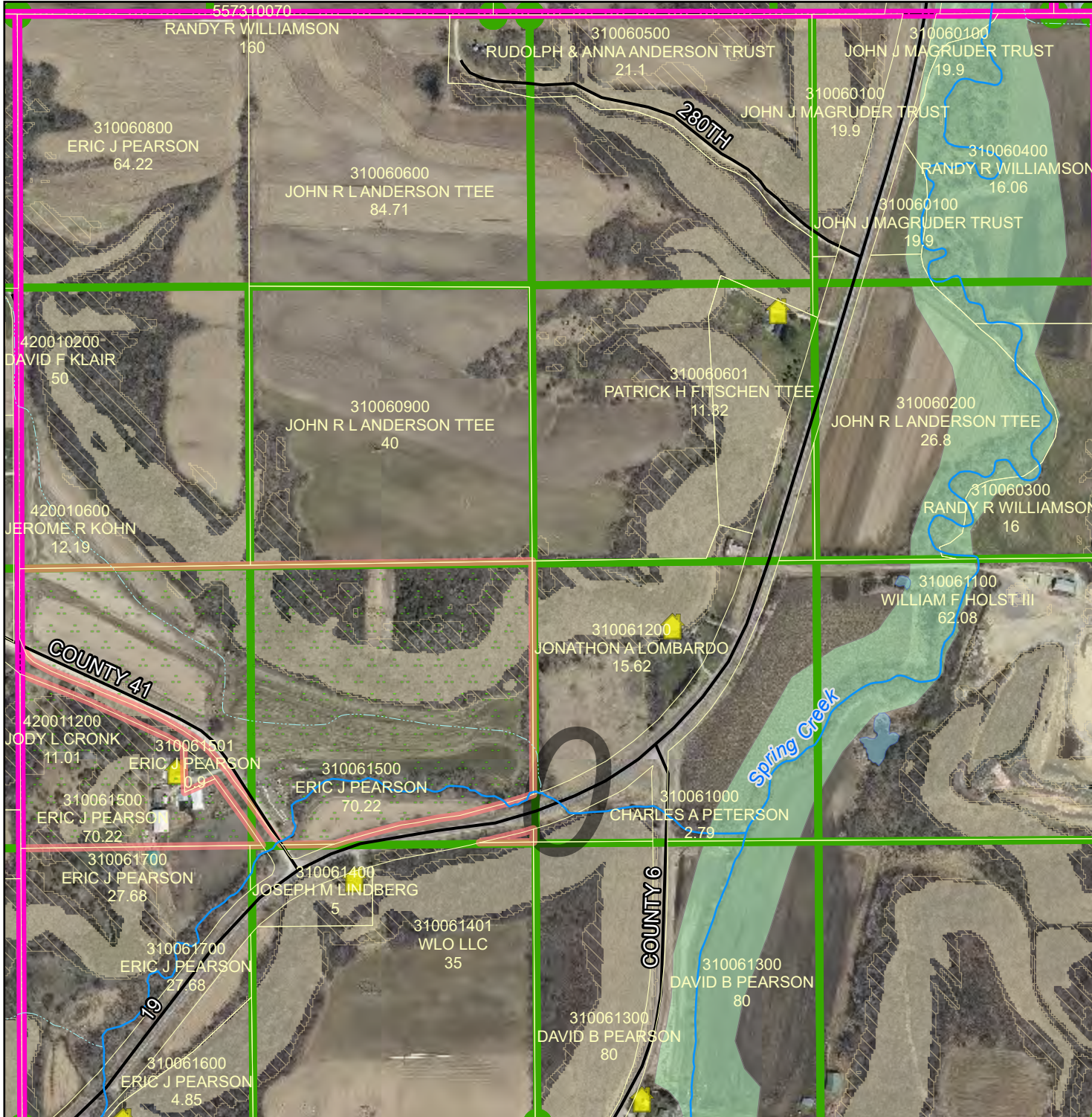
Please let me know if you have any questions or if you would like more information.

Thank you,

Samantha Pierret

Goodhue County

MAP 01: PROPERTY OVERVIEW



PLANNING COMMISSION

Public Hearing
February 8, 2021

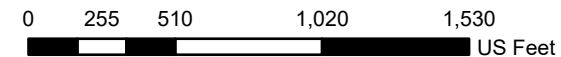
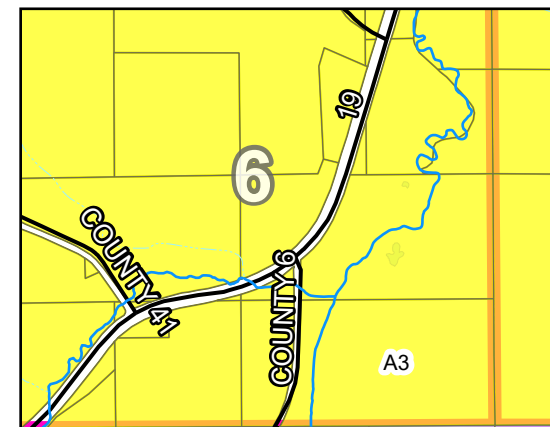
Featherstone Township
A-3 Zoned District

Section 6 TWP 112 Range 15 in
Featherstone Township

Request for map amendment to rezone
Section 6 from A3 to A2

Legend

	Intermittent Streams		Bluff Impact Zones (% slope)
	Protected Streams		30
	Lakes & Other Water Bodies		
	Shoreland		
	Historic Districts		
	Parcels		
	Registered Feedlots		
	Dwellings		
	Municipalities		
			FEMA Flood Zones
			2% Annual Chance
			A
			AE
			AO
			X



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2018 Aerial Imagery
Map Created January, 2021 by LUM



MAP 02: VICINITY MAP

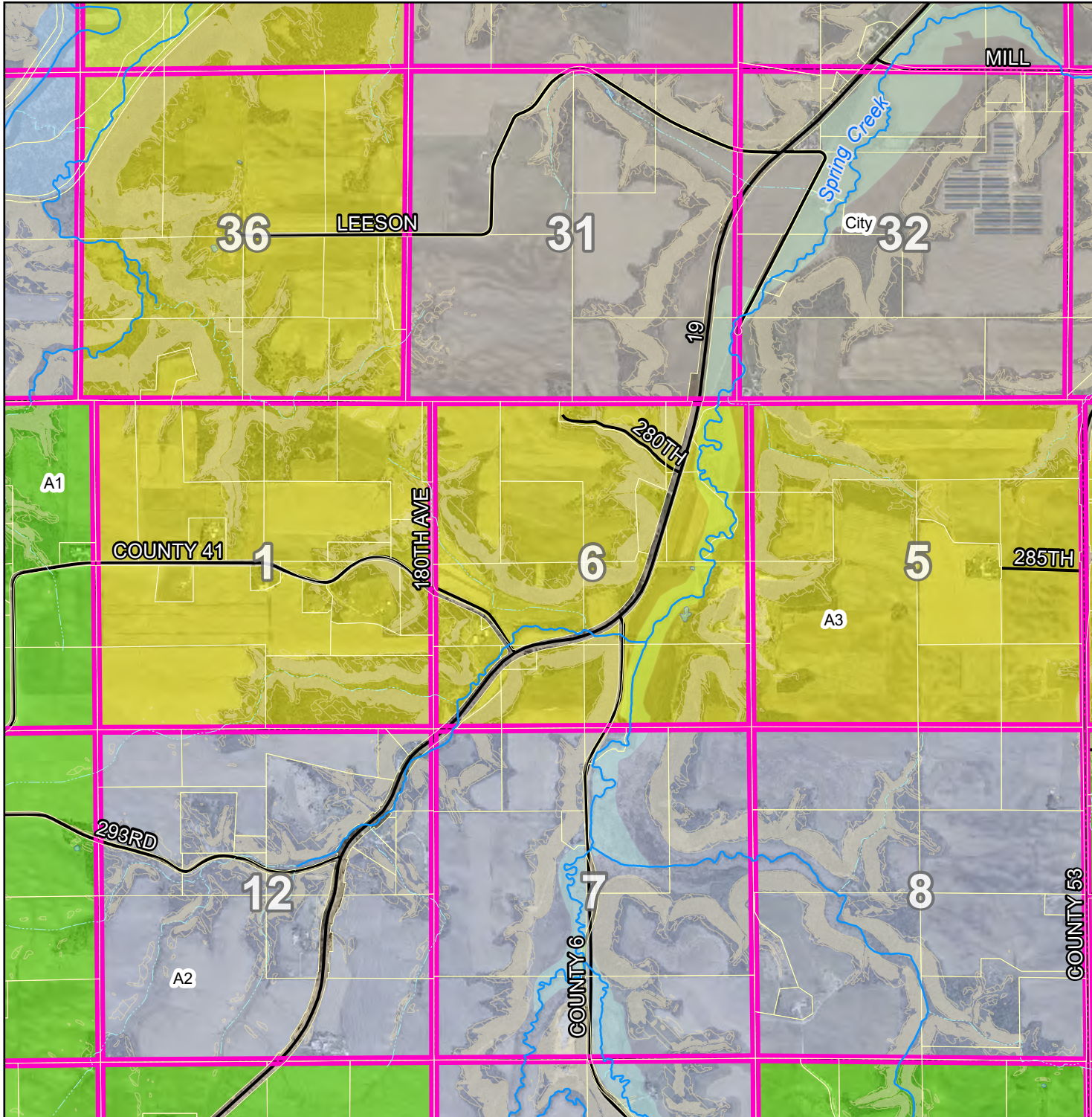
PLANNING COMMISSION

Public Hearing
February 8, 2021

Featherstone Township
A-3 Zoned District

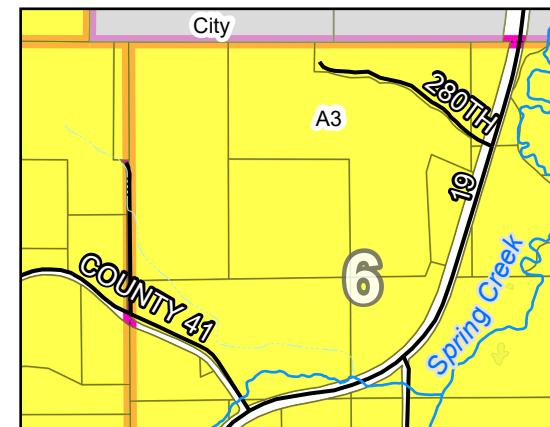
Section 6 TWP 112 Range 15 in
Featherstone Township

Request for map amendment to rezone
Section 6 from A3 to A2



Legend

Intermittent Streams	Bluff Impact Zones (% slope)
Protected Streams	20
Lakes & Other Water Bodies	30
Shoreland	FEMA Flood Zones
Historic Districts	2% Annual Chance
Parcels	A
Registered Feedlots	AE
Dwellings	AO
Municipalities	X



0 5001,000 2,000 3,000
US Feet

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2018 Aerial Imagery
Map Created January, 2021 by LUM



Goodhue County Land Use Management

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

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning
Telephone: 651.385.3104
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Project Review per Article 3, Section 2, Subd. 5-10:

- Subd. 5
- A. The names and addresses of the petitioner or petitioners and their signatures to the petition. **Featherstone Township – Goodhue County LUM**
 - B. Survey information: **See Maps**
 - C. The current and proposed district: **A-3 to A-2**
 - D. The current use and the proposed use of the land. **Land is currently used for row crop agriculture among steep slopes within the Spring Creek watershed. There are 5 dwellings 4 that are on parcels less than 35 acres, one registered feedlot and a mining operation permitted by CUP.**
 - E. The reason for the requested change of zoning district. **Featherstone Township has the entire section zoned A-2. Changing the Zoning District to A-2 would allow 12 dwellings in the section, one per ¼ ¼ on parcels 2-acres or larger. There are currently 11 open ¼ ¼ s.**
 - F. A copy of the soil map showing the soils types within the proposed boundary and the surrounding area. **See Map**
 - G. Prime Farmland Rating of the soil types in F. **See Map**
 - H. A statement of how the requested change is compatible with the Goodhue County Comprehensive Plan including but not limited to the following:
 1. The environmental impacts of the proposed use of land on the:
 - a. groundwater
 - b. natural plant and animal communities
 - c. existing trees and vegetation
 - d. bluffland stability
 - e. shoreland stability

The section is in the Spring Creek watershed with Shoreland and Floodplain present. There are areas of steep slopes classified as blufflands. New structures and uses would need to meet Shoreland, Floodplain and bluffland standards prior to establishing the use. All environmental health restrictions would need to be met for new wells or septic systems.
 2. The compatibility with surrounding land uses.

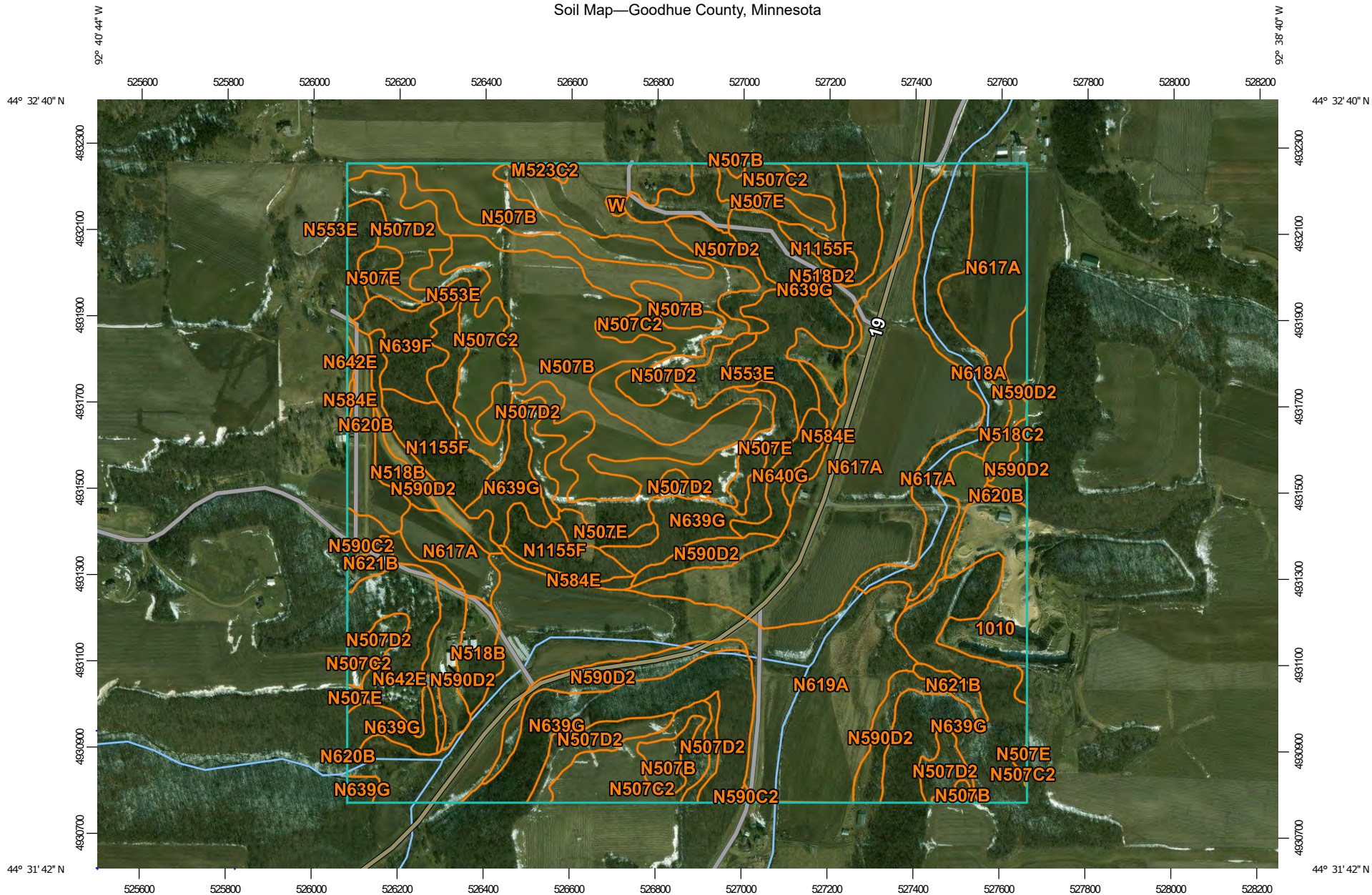
Surrounding land uses include medium-density residential and row crop agriculture among blufflands and Shoreland and Floodplain of Spring Creek and a public watershed.
 3. The physical and visual impacts on any scenic or historic amenities within or surrounding the proposed parcel.

No impacts to existing historic amenities are anticipated as a result of the proposed rezone.
- Subd. 6 The housing density of the affected Section
This section is zoned A-3 Urban Fringe District. Parcels range in size from 84 acres to 0.9 acres. The A-3 minimum parcel size is 35 acres. There are 5 dwellings in the Section, 4 dwellings are on parcels less than 35 acres.
- Subd. 7 The impact on any surrounding agricultural uses
The proposed rezone appears compatible with agricultural uses in the immediate area. Rezoning the section from A-3 to A-2 would not effect the types of agriculture uses that are permitted in the section. Expansion or establishment of new Feedlots would require a variance, reviewed by the City

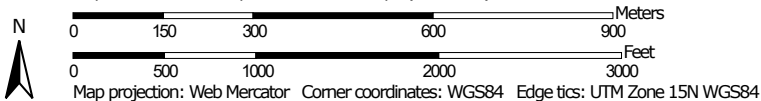
of Red Wing, because the section is within 1 mile of the City limits. Land within the City of Red Wing is zoned Agricultural and used for row crop agriculture and Feedlots.

- Subd. 8 The impact on the existing transportation infrastructure
A majority of the parcels are accessible via a public road. Parcels that are landlocked are used for row crop agriculture. Highway 19 and County Roads 6 and 41 are the major roads in this section. There are also two Township roads providing access to various parcels (280th Avenue and 180th Avenue).
- Subd. 9 The impact on surrounding zoning districts
No substantial negative impacts to adjacent properties are anticipated as a result of the proposed rezone. All adjacent sections in the County are zoned agricultural.
- Subd. 10. A statement concerning the cumulative effect and compatibility of the requested zoning change on the affected Township and any cities located within 2 miles of the proposed parcel.
Section 6 borders the City of Red Wing. Land in the City limits is zoned Agriculture and is used for row crop agriculture and a Feedlot. Any Feedlot establishment or expansion in Section 6 would require variance approval and review by the City. Featherstone Township has Section 6 zoned A-2.
- Subd. 11. Additional information as may be requested by the Planning Commission or zoning staff.

Soil Map—Goodhue County, Minnesota



Map Scale: 1:12,600 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Goodhue County, Minnesota

Survey Area Data: Version 16, Jun 5, 2020

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

Date(s) aerial images were photographed: Oct 4, 2010—Nov 20, 2016

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

GOODHUE COUNTY ZONING ORDINANCE

Table of Uses

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

a. Accessory buildings > 500ft² shall be ≥ 100ft from any lot line and ≥ 200ft from the nearest dwelling (Art.23 § 3 subd. 1)

b. Any mining, excavating, or filling of land for these uses shall be by conditional use (Art.23 § 3 subd. 10)

c. Accessory structures and uses customarily incidental to this use shall be by conditional use (Art.23 § 3 subd. 11)

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

GOODHUE COUNTY ZONING ORDINANCE

Table of Uses

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

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

ARTICLE 22 A-2, AGRICULTURE DISTRICT

SECTION 1. PURPOSE

The purpose of this district is to maintain and conserve agricultural investments and prime agricultural farmland, but provide for a slightly higher density of dwellings than the A-1 District. This A-2 District is intended to apply to those areas where large farms and feedlots are more scattered and greater numbers of non-farm uses or small parcels are present. This district also has more topographic features and less prime farmland than the A-1 District.

SECTION 2. PERMITTED USES

All Permitted uses are subject to zoning and building permits. Permitted uses allowed in the A2 Zoning District shall be as shown in Article 20, Section 7, "Table of Uses".

SECTION 3. CONDITIONAL USES AND INTERIM USES

All conditional uses and interim uses are subject to zoning and building permits. Conditional and Interim uses allowed in the A2 Zoning District shall be as shown in Article 20, Section 7, "Table of uses".

SECTION 4. ACCESSORY USES AND STRUCTURES

Accessory structures and uses customarily incidental to any of the above permitted uses shall be permitted when located on the same property. Refer to Article 11, Section 5 for further regulations on Accessory Structures. Accessory uses in the A-1 District shall include Agricultural Related Uses as defined in Article 10 of this ordinance subject to performance standards set forth in Article 11 of this Ordinance.

SECTION 5. GENERAL DISTRICT REGULATIONS

Any parcel in an A-2, Agriculture District on which any permitted or conditionally permitted use is erected shall meet the following minimum standards:

Subd. 1. Lot Size.

- A. All buildable parcels in this district shall contain an area not less than two (2) acres.

Subd. 2. Density Requirements.

- A. Twelve (12) single family dwellings per section unless additional dwellings are permitted by Sections 2 and 3 of this Article.
- B. Any dwellings allowed by Subd. A. above shall be limited to one per 1/4, 1/4 section, except as allowed by Sections 2 and 3 of this Article.

Subd. 3. Yard Requirements.

- A. Every permitted, conditionally permitted or accessory building shall meet the following yard requirements:

1. Front Yard.
 - a. There shall be a minimum setback of sixty (60) feet from the right-of-way line of any public road or highway.
 - b. In the event any building is located on a lot at the intersection of two (2) or more roads or highways, such lot shall have a front yard abutting each such road or highway.
2. Side Yard.
 - a. Every building shall have two (2) side yards. Each side yard shall have a minimum width of thirty (30) feet. However, livestock buildings shall be subject to a side yard setback of one hundred (100) feet.
3. Rear Yard.
 - a. Every building shall have a rear yard. The rear yard shall have a minimum depth of thirty (30) feet. However, livestock buildings shall be subject to a side yard setback of one hundred (100) feet.

Subd. 4. Public Road Frontage or Road Access Easements Standards:

- A. Each Lot shall include a minimum 33 feet of frontage on a public road right-of-way line extending to the building line. As an alternative a single lot that does not front on a public road may be permitted upon recording (with the Goodhue County Recorder) of a driveway access easement that is a minimum of 33 feet in width and has been determined to be acceptable by the Goodhue County Land Use Management Department.
- B. Access for two or more lots shall follow the Road Design Standards in the Goodhue County Subdivision Controls Ordinance.

Subd. 5. Bluff Impact Zone. For any use or structure in the A-2 District, the setback from the bluff impact zone shall be no less than thirty (30) feet.

Subd. 6. Height Requirements. Every permitted, conditionally permitted or accessory building shall meet the following height requirements:

- A. All permitted or conditionally permitted principal buildings shall not exceed thirty-five (35) feet in height.
- B. Accessory buildings shall comply with regulations set forth in Article 11 of this Ordinance.

SECTION 6. GENERAL REGULATIONS

Subd. 1. All building, grading and development activities shall be reviewed with the goal of minimizing loss or disruption of "Prime Agricultural Soils" as identified in the Goodhue County Soil Survey (United States Department of Agriculture Web Soil Survey).

Subd. 2. Certain uses are exempted from meeting the lot size, yard and height requirements. These exceptions are listed in Article 11, Section 21.

Subd. 3. Distances from feedlots, dwellings, churches, parks, and schools are listed in Article 13 of this Ordinance.

Subd. 4 Each permanent dwelling shall be sited on a separately surveyed or described parcel.

**PLANNING COMMISSION
GOODHUE COUNTY, MN
February 8, 2021 MEETING MINUTES
DRAFT**

~~10. Primary road access to and from the property shall be on 350th Street to Highway 58. The road access on 215th Avenue shall be closed by April 1, 2012.~~

11. Applicant shall obtain all necessary Building and Sanitary Permit approvals from the Goodhue County Land Use Management Department prior to constructing the proposed storage buildings.

Motion carried 7:0.

PUBLIC HEARING: Request for Map Amendment (Rezone)

Request for map amendment, submitted by Featherstone Township, to rezone all parcels within Section 06 from A-3 (Urban Fringe) to A-2 (General Agriculture).

Pierret presented the staff report and attachments including comments from the City of Red Wing.

Terri Jensen (representative for John Anderson) was present.

John Anderson (original applicant) was present.

Chair Huneke opened the Public Hearing.

Pierret read comments received by staff prior to the meeting.

Jody I. Cronk (17999 County 41 Blvd., Red Wing) gave her support for the request.

Jerome and Rosalie Kohn (28419 180th Avenue Way, Red Wing) gave their support for the request.

⁵After Chair Huneke called three times for comments it was moved by Commissioner Gale and seconded by Commissioner Miller to close the Public Hearing.

Motion carried 7:0

Hanni thanked the Commissioners for considering the request and thanked the applicants for giving staff time to work with the township on the request.

Commissioner Fox discussed the previous request made in December 2020, and gave his support of this request. He commented on the challenges of the A-3 District.

Commissioner Buck questioned if there was other discussion from neighboring farmers.

Bechel stated staff had extensive discussions with Eric Pearson (Owner of the Section 6 Feedlot) regarding his operation and dwelling density.

Commissioner Miller agreed with Commissioner Fox and discussed the challenges of the A-3 District. He also stated the A-3 should be reviewed in the future.

⁶It was moved by Commissioner Fox and seconded by Commissioner Miller for the Planning Advisory Commission to:

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

**PLANNING COMMISSION
GOODHUE COUNTY, MN
February 8, 2021 MEETING MINUTES
DRAFT**

Recommend that the County Board of Commissioners **APPROVE** the map amendment request from Featherstone Township to rezone Section A-3 (Urban Fringe District) to A-2 (General Agriculture District).

Motion carried 7:0

Other-Discussion

Chair Huneke questioned whether the commission wanted to revisit the issue at a future meeting.

Commissioner Miller made the suggestion of continuing the discussion when we are no longer in a virtual format.

There was consensus among the Commissioners to revisit this in future meetings.

7ADJOURN: Motion by Commissioner Buck and seconded by Commissioner Miller to adjourn the Planning Commission Meeting at 6:38 PM.

Motion carried 7:0

Respectfully Submitted,

Kathy Bauer, Zoning Administrative Assistant

¹ APPROVE the PAC meeting agenda.

Motion carried 7:0.

² APPROVE the previous month's meeting minutes.

Motion carried 7:0.

³ Motion to close the Public Hearing

Motion carried 7:0

⁴ Motion to Approve the request for the IUP Amendment

Motion carried 7:0

⁵ Motion to close Public Hearing

Motion carried 7:0

⁶ Motion to approve the request for Rezone

Motion carried 7:0

⁷ ADJOURN. Motion to adjourn the meeting.

Motion carried 7:0

UNOFFICIAL UNTIL APPROVED BY THE PAC

Pierret, Samantha

From: Kohn, Steve <steve.kohn@ci.red-wing.mn.us>
Sent: Thursday, February 4, 2021 1:15 PM
To: Pierret, Samantha
Cc: Bechel, Ryan; Rogness, Dan
Subject: RE: Section 6 Featherstone Township Rezone

External Email - Use caution opening links or attachments!

Hi Samantha and Ryan,

Sorry for the late response/comments on this, I see you requested a response by last week.

Dan and I took a look at the proposal and zoning in the area. Here are our staff comments.

The A-3 Urban Fringe zoning rings the majority of the City of Red Wing. Rezoning the entire section to accommodate a single property owner appears to be solely in that property owner's interest and does not appear to be in the public's interest. It also appears the proposal would not be consistent with current zoning around the City's boundaries.

Could this be handled by a Variance? That seems like the most logical path to allow a home on the site.

I mentioned to Samantha earlier that our City Code allows a "Lot of Record" with nonconforming acreage to be developed if it has access on a public road and all other normal requirements (setbacks, septic, well.....) can be met. Apparently, Goodhue County regulations do not allow this. This would not require review at all in the City, except administratively.

We really have no concern about a home being built on the property, as proposed by the owner. We are more concerned about how this impacts the rest of the section and the possibility of future rezoning requests in other adjacent sections.

The rezoning would allow smaller parcels. Our Agriculture District (A) requires a 40 acre minimum. Going from the A-3's 35 acre minimum to a 2 acre minimum does not appear to be consistent with the City's zoning in the area. Although we do acknowledge that the overall density impacts in the section would be a non-factor, unless rezoned again in the future, due to the 12 house limit per section in the County's A-2 District.

To be honest, our experience with feedlots is almost non-existent. It appears these regulations would be eased as well with the proposal. That could be a concern for other uses in the future and possible impacts on Spring Creek. In this case, it appears the A-3 zone acts as a buffer to the City.

Again, I am sorry for the delay in our staff response. Please let us know if you have any questions or other comments you want to share.

Thank you for bringing this to our attention.

Steve Kohn | Planning Manager
Community Development Department
City of Red Wing | www.red-wing.org
419 Bush Street | Red Wing, MN 55066
Tel: 651.385.3622 | Fax: 651.388.9608
Email: steve.kohn@ci.red-wing.mn.us

Pierret, Samantha

From: Jerry Kohn <jrkohn53@gmail.com>
Sent: Monday, February 1, 2021 3:38 PM
To: Pierret, Samantha
Subject: Rezoning

We are totally in agreement with Featherstone Township to rezone all parcels within Section 06 from A-3 (Urban Fringe) to A-2 (General Agriculture).

Jerome and Rosalie Kohn

28419 180th Ave Way
Red Wing MN 55866
Parcel 42.001.0600

Pierret, Samantha

From: Jody Cronk <cedarhousehill@live.com>
Sent: Thursday, February 4, 2021 4:41 PM
To: Pierret, Samantha
Subject: Rezoning section 06 / Featherstone Township

Hello,

Happy to see that the "land use" is hopefully going rezone to A-2 (General Agriculture)!! As it should be out here and the neighboring Vasa Township.

We moved to our home in the country over 30 years ago and value the activities of the farmers next door. Commissioner Brad Anderson has been an asset for us!

Thank you,

Jody L. Cronk
17999 County 41 Blvd
Red Wing, MN 55066

Sent from my Verizon, Samsung Galaxy smartphone

12-3-2020

LUM staff spoke with Steve Kohn, Planning Manager for the City of Red Wing via phone regarding the proposed re-zoning of parcel 31.006.0500 from A-3 Urban Fringe to R-1 Suburban Residence District. Mr. Kohn indicated the City of Red Wing does not have any formal objections to the proposal to rezone and allow a dwelling on the parcel.

-Samantha Pierret
Zoning Assistant

**Goodhue County Public Works
Project Status Report for February 16, 2021**

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Bidding	
Various	Aggregate Surfacing CR 42, 45, 46, 52, 55	Bid letting date set for March 10, 2021 @ 10:00AM
Various	Seal Coat CSAH 14, 30, 64, and Kenyon Shop Parking Lot	Bid letting date set for March 10, 2021 @ 10:30AM
Various	Traffic Marking County Wide	Bid letting date set for March 10, 2021 @ 11:00AM
Various	Bridge Maintenance & Guardrail	Bid letting date set for March 10, 2021 @ 11:30AM
	Road Construction	
CSAH 6	Concrete Paving TH 58 – 435 th Street	Contract awarded to Doyle Conner. Construction anticipated to begin early June 2021.
Cherry Grove & Roscoe Twp.	Bridges L0736 & R0004	Contract awarded to ICON Constructors. Construction to begin March 1 st .
3 rd Street Cannon Falls	Bridge L5391 Bridge Rehabilitation	Bids opened on September 22 nd . Project awarded based on agreement with City of Cannon Falls.
CSAH 27 & Leon Twp.	2020 Box Culverts CSAH 27 & Leon	Project awarded to Fitzgerald Excavating. Construction began October 14 th on the Leon Twp. box culvert. Leon Twp. box culvert has final turf establishment remaining that will be completed in the Spring of 2021. CSAH 27 culvert extensions are completed.
CSAH 6	Grading TH 58 – 435 th Street	Grading activities on the north portion of the project are completed. Majority of the work on the south portion complete. Project suspended until Spring.
Various	HSIP: Chevron Installation	All work has been completed.

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

The following is a summary of the claims to be reviewed and approved at the March 02, 2021 board meeting:

01	General Fund	\$	485,985.96
03	Public Works	\$	361,517.72
11	Human Service Fund	\$	219,743.81
12	GC Family Services Collaborative	\$	-
21	ISTS	\$	-
25	EDA	\$	150.00
30	Capital Improvement	\$	-
31	Capital Equipment	\$	-
34	Capital Equipment	\$	11,748.45
35	Debt Service	\$	-
40	County Ditch	\$	-
61	Waste Management	\$	23,097.28
62	Recycling Center	\$	-
63	HHW	\$	-
72	Other Agency	\$	270,300.38
81	Settlement	\$	985.51
	Totals	\$	<u>1,373,529.11</u>

GROSS PAYROLL (including Employer Related Tax Payments)

Period Ending	Paid Date	Amount
2/5/2021	2/18/2021	\$ 1,060,625.43
Checks (WFXX,WFXX-ACH)	\$	635,684.68
EFT (Manual Warrants)	\$	<u>737,844.43</u>
Total:	\$	1,373,529.11

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12062	4239	Southeast Service Cooperative					
			10,062.50	Retirees & COBRA 2/2021	01-000-000-9001-2020	201231366130	0
			208,584.50	Health Ins 2/2021	01-000-000-9002-2020	201231366130	0
			2,520.50	Helath Ins 2/2021 S. Betcher	01-803-000-0000-6153	201231366130	0
			37,803.50	Health Ins 2/2021	03-000-000-9002-2020	201231366130	0
			122,595.00	Health Ins 2/2021	11-000-000-9002-2020	201231366130	0
			8,614.00	Health Ins 2/2021	61-000-000-9002-2020	201231366130	0
Warrant #	12062	Total	390,180.00	Date 2/1/2021			
	Final Total...		390,180.00	6	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	221,167.50	County General Revenue
3	37,803.50	County Road and Bridge
11	122,595.00	Health & Human Service Fund
61	8,614.00	Waste Management Facilities
	390,180.00	TOTAL

ndahlstrom
02/12/2021

11:37:27AM

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
								<u>From Date</u>	<u>To Date</u>
12067	20600	Goodhue County Fsc							
			27,102.00	71.MAADMIN_LCTS07.Q420.R.937			11-430-710-3970-6020		0
			23,815.00	71.IVEFCADMLCTS07.Q420.R.936			11-430-710-3970-6020		0
			50,917.00	Date 2/12/2021					
		Warrant # 12067	Total						
			50,917.00	2	Transactions				
		Final Total...							

Goodhue County



Warr # Vendor #

RECAP BY FUND

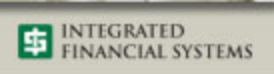
FUND
11

AMOUNT
50,917.00
50,917.00 TOTAL

NAME
Health & Human Service Fund

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
		<u>OBO#</u>	<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>
10529	ADP, LLC	5,753.26	Payroll Proc 1/8-1/22/21	01-061-000-0000-6279	573972258	N
	Warrant # 455146	Total... 5,753.26				
1353	Ag Partners Coop	94.96	Fuel Discount Kyn	03-340-000-0000-6565	816115	N
1353		2,401.95	Diesel Kyn	03-340-000-0000-6565	816115	N
	Warrant # 455147	Total... 2,306.99				
2687	ANCOM Technical Center	3,648.00	Aspen Twr: 2021 Microwv Contr	01-209-000-0000-6301	99741	N
2687		9,579.00	3 Towers: 2021 Microwve Contr	01-211-000-0000-6301	99741	N
2687		1,026.00	Remotes/MTR200: 2021 Contract	01-211-000-0000-6301	99741	N
2687		1,140.00	Quantar Prev Mtn: 2021 Contr	01-211-000-0000-6301	99741	N
	Warrant # 455148	Total... 15,393.00				
10575	APG Media of So Minnesota, LLC	113.60	Pine Island Rcy Boxes	61-398-000-0000-6241	14024-0121	N
	Warrant # 455149	Total... 113.60				
12558	Arrow Building Center	28.30	Foam HVAC Work	03-350-000-0000-6305	5805013	N
12558		173.20	Picnic Table Lumber	03-521-000-0000-6420	5805013	N
	Warrant # 455150	Total... 201.50				
14642	AT&T Mobility	22.24	Cradlepoint Line 1/8-1/25/21	01-209-000-0000-6206	287303914782	N
	Warrant # 455151	Total... 22.24				
3592	Bruening Rock Products, Inc	49.80	Ice Control #57	03-310-000-0000-6502	199044	N
3592		45.24	Ice Control #49	03-310-000-0000-6502	199044	N
3592		42.15	Ice Control #17	03-310-000-0000-6502	199044	N
3592		45.24	Ice Control #44	03-310-000-0000-6502	199044	N
	Warrant # 455152	Total... 182.43				
11439	Century Link	66.00	LEC/Sandhill Circuit 2/2021	01-211-000-0000-6201	612 E31-8008	N
11439		129.00	EOC Phone Lines 2/2021	01-281-280-0000-6201	612 E31-0139	N
	Warrant # 455153	Total... 195.00				
10432	Compass Minerals America	16,508.26	Salt RW	03-310-000-0000-6506	745574	N
10432		129.83	Moisture Deduct #9027740	03-310-000-0000-6506	745574	N
10432		3,283.65	Salt RW	03-310-000-0000-6506	746278	N
10432		1,780.95	Salt CF	03-310-000-0000-6506	747196	N
10432		3,243.63	Salt CF	03-310-000-0000-6506	748173	N
10432		7,077.41	Salt Kyn	03-310-000-0000-6506	750458	N
	Warrant # 455154	Total... 31,764.07				

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
1209	Culligan Water	387.00		Water Filters/Kit 1/31/21	01-207-000-0000-6304	431450 N
	Warrant # 455155	Total...				387.00
4595	Davis & Stanton	213.00		Posse Uniform Bars 1/22/21	01-201-000-0000-6453	141034 N
	Warrant # 455156	Total...				213.00
12768	Dell Marketing Lp	29,793.36		(24) Laptop Computer 1/13/21	11-430-700-0010-6480	10458141863 N
12768		2,482.78		(2) Laptop Computer 1/13/21	11-479-478-0000-6480	10458141863 N
	Warrant # 455157	Total...				32,276.14
15469	Dultmeier Sales	74.97		BrineRm Fire Hose Ftng	03-350-000-0000-6563	3768668 N
	Warrant # 455158	Total...				74.97
4644	Express Services, Inc.	907.20		Bldg Concierge Temp 2/7/21	01-041-000-0000-6284	25000956 N
	Warrant # 455159	Total...				907.20
2474	Falk Auto Body Inc	650.00		#1827 Dent Repair 1/20/21	01-201-000-0000-6303	RO #2577 N
	Warrant # 455160	Total...				650.00
12159	FirstSource Solutions	500.00		Annual Subscription	03-310-000-0000-6291	FL00421625 N
	Warrant # 455161	Total...				500.00
14640	Flick/Brian	14.61		72.996.042A Overpmt	81-850-000-0000-2102	N
	Warrant # 455162	Total...				14.61
2062	Forklifts Of Mn Inc	61.00		Belt 7011	61-398-000-0000-6563	01P8236100 T
2062		465.13		Filter 7011	61-398-000-0000-6563	01P8236100 T
	Warrant # 455163	Total...				526.13
3266	Frontier Communication	114.95		Phone:Wnmgo Office 2/4-3/3/21	01-201-000-0000-6201	50782424970202 N
	Warrant # 455164	Total...				114.95
10454	Garcia Clinical Laboratories	5.00		Lab: Iman, A 1/31/21 Olmsted	01-207-000-0000-6272	55918 N
	Warrant # 455165	Total...				5.00
2618	Gilson Company Inc	984.24		Shaker/Digital Timer	03-320-000-0000-6432	1373899 N
	Warrant # 455166	Total...				984.24
3843	Goodhue Country Station	172.83		Diesel 1701	03-340-000-0000-6565	141 N
	Warrant # 455167	Total...				172.83
8568	Goodhue County Inmate Trust Account	471.15		Inmate Worker Pay 1/1-1/31/21	01-207-000-0000-6284	N

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			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
Warrant #	455168	Total...	471.15			
5234	HBC	49.88	Cable TV 2/2021	01-207-240-0000-6340	80387	N
5234		199.00	Dedicated Fiber 2/2021	01-211-000-0000-6340	81677	N
5234		300.00	CF-Aspen Link 20/2021	01-211-000-0000-6340	81677	N
5234		148.45	Cable TV 2/2021	01-281-280-0000-6340	80389	N
5234		51.92	Fire Alarm Lines	03-330-000-0000-6209	93976	N
5234		100.00	Internet/Comm Rcy	61-398-000-0000-6209	81940	N
5234		51.92	Fire Alarm Lines	61-398-000-0000-6209	81940	N
Warrant #	455169	Total...	901.17			
14639	Hinsch/Dennis or Sarah	452.00	26.031.0400 Overpmt	81-850-000-0000-2102		N
Warrant #	455170	Total...	452.00			
32803	License Center	4,797.42	Title/Reg/Plates #2001	34-340-000-0000-6663	DMV APP	N
Warrant #	455171	Total...	4,797.42			
12655	Mayo Clinic	509.00	Phy/Lab/Scrn: Waltz 12/31/20	01-207-000-0000-6291	700005050	N
12655		402.00	Phy/Lab/Scrn: Martinson 1/8/21	01-207-000-0000-6291	700005050	N
12655		456.00	Phy/Lab/Scrn: Gratz 1/13/21	01-207-000-0000-6291	700005050	N
12655		435.00	Phy/Lab/Scrn: Lemmerman 1/20	01-207-000-0000-6291	700005050	N
Warrant #	455172	Total...	1,802.00			
14003	Mayo Clinic	4,655.80	SA Visit#1061317296 1/22/21	01-011-000-0000-6285	700003101	N
14003		869.00	SA Visit#1062956923 1/22/21	01-011-000-0000-6285	700003101	N
Warrant #	455173	Total...	5,524.80			
14569	McDowall Comfort Management	29,127.00	Install(33)DMFC-48's HHS 1/19	01-003-000-0000-6669	632539	N
Warrant #	455174	Total...	29,127.00			
12644	Midstates Equipment & Supply	25,102.16	Mastic Mat'l 46,059#	03-310-000-0000-6512	221051	N
Warrant #	455175	Total...	25,102.16			
13987	Minnesota Continuing Legal Education	159.00	(2)Compl Gov't Law Bks 1/20	01-091-000-0000-6452	INV1099777	N
Warrant #	455176	Total...	159.00			
1821	Mn Dept Of Finance	1,254.00	Battered Wmn/Birth Cert 1/2021	72-850-000-0000-2173		N
1821		1,677.00	Adj: BW/Bith Cert 12/2020	72-850-000-0000-2173		N
1821		63.00	Adj: RE Assurance Q420	72-850-000-0000-2176		N
1821		10,143.00	State Surcharges 1/2021	72-850-000-0000-2209		N
1821		1,972.00	Birth/Death Surch 1/2021	72-850-000-0000-2218		N

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		<u>OBO#</u>	<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>
1821	Mn Dept Of Finance	880.00	Birth Cert S/C 1/2021	72-850-000-0000-2218		N
1821		340.00-	Adj: Birth/Death Surchg 12/202	72-850-000-0000-2218		N
1821		340.00-	Adj: Birth Cert S/C 12/2020	72-850-000-0000-2218		N
	Warrant # 455177	Total...	11,829.00			
1688	NAPA Auto Parts Of Kenyon	54.46	Wiper Blades, Couplers	03-340-000-0000-6562	311298	N
	Warrant # 455178	Total...	54.46			
14162	Nokomis Energy	5,209.69	Community solar 12/2020	01-111-112-0000-6251	ZPVWGO20210131	N
	Warrant # 455179	Total...	5,209.69			
13986	Olmsted/Kaitlyn	21.48	Reimb: COVID 19 Masks 7/23/20	01-091-000-0000-6405		N
	Warrant # 455180	Total...	21.48			
14303	Paragon Development Systems Inc.	998.20	Mobile Radio Firewall 1/22/21	01-209-000-0000-6432	15043247	N
	Warrant # 455181	Total...	998.20			
13742	Premier Biotech Inc	769.40	10 Panel OralTox 1/5/21	01-091-132-0000-6405	2166160	N
	Warrant # 455182	Total...	769.40			
14082	Quadient Finance USA, Inc.	2,000.00	Postage Mtr: JUS 1/29/21	01-001-000-0000-6203	79000440802165	N
	Warrant # 455183	Total...	2,000.00			
14081	Quadient, Inc.	216.00	Meter Rent: JUS 3/1-5/31/21	01-001-000-0000-6345	58208603	N
	Warrant # 455184	Total...	216.00			
11209	Region 1 SE MN HSEM	1,000.00	2021 Region 1 SE HSEM Dues	01-281-280-0000-6243	2021 Dues	N
	Warrant # 455185	Total...	1,000.00			
1741	Revland Alignment Inc	701.51	#1423 Tires(4)/Mt&Bal 1/14/21	01-201-000-0000-6303	24457	N
	Warrant # 455186	Total...	701.51			
14076	Rinke Noonan, Ltd	942.50	Cty #1 Reder of Ben 1/2021	01-630-000-0000-6283	323265	N
14076		1,267.50	Cty #1 Reder of Ben 1/2021	01-630-000-0000-6283	323264	N
	Warrant # 455187	Total...	2,210.00			
6068	River Country Cooperative	29.50	Unld 1312	03-340-000-0000-6567	294380	N
6068		50.00	Unld 0804	03-340-000-0000-6567	294380	N
	Warrant # 455188	Total...	79.50			
10300	SeaChange	771.22	3/9 Township Ballots 1/22/21	01-071-000-0000-6401	35587	N

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			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
	Warrant # 455189	Total...				
		771.22				
5820	SRF Consulting Group Inc	6,980.68	Constr Insp L5391	03-320-000-0000-6287	13647.00-2	N
	Warrant # 455190	Total...				
		6,980.68				
46300	Tom Parker Electric Inc	974.60	Wiring:Tablet Chg Statn 1/22	01-207-240-0000-6283	10923	N
	Warrant # 455191	Total...				
		974.60				
14638	Torres/Julie	8.52	66.993.006A Overmpt	81-850-000-0000-2102		N
	Warrant # 455192	Total...				
		8.52				
3487	Towmaster Inc	1,613.23	Underbody RAMs Stock	03-340-000-0000-6562	435647	N
3487		41.22	Wing Pin 0901	03-340-000-0000-6562	435800	N
	Warrant # 455193	Total...				
		1,654.45				
9933	Tri-State Business Machines Inc	131.22	Copies 12/10/20-1/9/21	01-127-127-0000-6302	508256	N
9933		37.48	Toner: Backup Printer 1/25/21	01-127-127-0000-6302	508518	N
9933		131.23	Copies 12/10/20-1/9/21	01-127-128-0000-6302	508256	N
9933		37.47	Toner: Backup Printer 1/25/21	01-127-128-0000-6302	508518	N
	Warrant # 455194	Total...				
		337.40				
2671	Trophies Plus	60.00	Retire Plaque/Barringer 1/20	01-201-000-0000-6420	1446	N
2671		35.00	Award Plaque 1/20/21	01-201-000-0000-6420	1446	N
	Warrant # 455195	Total...				
		95.00				
4231	UPS	33.25	Outgoing Freight 1/22/21	01-201-000-0000-6205	58A87E051	N
4231		36.20	Outgoing Freight 1/22&29/21	01-201-000-0000-6205	58A87E061	N
	Warrant # 455196	Total...				
		69.45				
3418	Verizon Wireless	175.05	Cellular Data 12/26/20-1/25/21	01-055-000-0000-6206	9872057004	N
3418		70.02	Cellular Data 12/26/20-1/25/21	01-103-000-0000-6206	9872057004	N
3418		306.10	Cellular Data 12/26/20-1/25/21	01-201-000-0000-6206	9872057004	N
3418		35.01	Cellular Data 12/26/20-1/25/21	01-205-000-0000-6206	9872057004	N
3418		35.01	Cellular Data 12/26/20-1/25/21	01-209-000-0000-6206	9872057004	N
3418		35.01	Cellular Data 12/26/20-1/25/21	01-210-000-0000-6206	9872057004	N
3418		26.02	Cellular Data 12/26/20-1/25/21	01-281-280-0000-6206	9872057004	N
3418		58.40	Cell Phone 12/26/20-1/25/21	11-420-600-0010-6202	9872057004	N
3418		70.02	Cellular Data 12/26/20-1/25/21	11-420-600-0010-6206	9872057004	N
3418		13.35	Cell Phone 12/26/20-1/25/21	11-430-700-0010-6202	9872057004	N
3418		175.09	Cellular Data 12/26/20-1/25/21	11-430-700-0010-6206	9872057004	N
3418		53.68	Cell Phone 12/26/20-1/25/21	11-463-463-0000-6202	9872057004	N

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			<u>OBO#</u> <u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>
3418	Verizon Wireless	175.07	Cellular Data 12/26/20-1/25/21	11-463-463-0000-6206	9872057004	N
3418		13.35	Cell Phone 12/26/21-1/25/21	11-466-450-0000-6202	9872057004	N
	Warrant # 455197	Total...	1,241.18			
73383	Xcel Energy	2,484.48	Electric: GC 1/2021	01-111-110-0000-6251	51-5647699-8	N
73383		1,585.00	Gas: GC 1/2021	01-111-110-0000-6252	51-5057432-6	N
73383		5,456.99	Gas: LEC 1/2021	01-111-112-0000-6252	51-6061275-5	N
73383		1,817.95	Electric: CB 1/2021	01-111-115-0000-6251	51-6219858-5	N
73383		38.71	(CR) Gas: CB 1/2021	01-111-115-0000-6252	51-6219858-5	N
73383		657.17	Gas: CB 10/2021	01-111-115-0000-6252	51-6219858-5	N
73383		2,727.28	Electric: JC 1/2021	01-111-116-0000-6251	51-5453377-8	N
73383		171.72	Elec: Pnr Rd Storg 12/29-1/28	01-201-000-0000-6251	718655617	N
73383		256.89	Gas: Pnr Rd Storg 12/29-1/28	01-201-000-0000-6252	718655617	N
73383		268.71	Elec: Aspen Rad Twr 12/26-1/28	01-209-000-0000-6251	718655617	N
73383		29.81	Gas: Aspen Rad Twr 12/29-1/28	01-209-000-0000-6252	718655617	N
73383		286.59	Elec:Pn Isl Rad Twr 12/17-1/20	01-211-000-0000-6251	718655617	N
73383		262.12	Elec:Cn Fls Rad Twr 12/20-1/21	01-211-000-0000-6251	718655617	N
73383		284.06	Elec: Seymour St 12/29-1/28	01-211-000-0000-6251	718655617	N
	Warrant # 455198	Total...	16,250.06			
73828	Zep Manufacturing Co	179.25	Zep 45 Aero	03-340-000-0000-6420	9005923646	N
	Warrant # 455199	Total...	179.25			
	Warrant Form WFXX	Total...	214,745.91	121 Transactions		

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		<u>OBO#</u>	<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>	
27100	Allegra	69.60	Sign Maint Records (500)	03-310-000-0000-6504	9182		N
	Warrant #	32787	Total...	69.60			
1137	Cannon Falls City	48.38	Utilities Forfeit 52.140.0840	81-850-000-0000-2162	0620-00		N
	Warrant #	32788	Total...	48.38			
8587	D & T Ventures LLC	520.38	Web Tax Support 2/2021	01-063-000-0000-6268	300785		N
	Warrant #	32789	Total...	520.38			
12563	Forum Communications Co.	193.20	2021 Budget Publication 1/30	01-041-000-0000-6242	2040645		N
	Warrant #	32790	Total...	193.20			
11189	Gale/Thomas	50.00	Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106			N
11189		26.21	PAC Mtg Mileage 2/8/21	01-127-128-0000-6331			N
	Warrant #	32791	Total...	76.21			
11828	Huneke/Marcus	50.00	Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106			N
11828		31.47	PAC Mtg Mileage 2/8/21	01-127-128-0000-6331			N
	Warrant #	32792	Total...	81.47			
13230	Johnson Law RW LLC	2,250.00	Prof Scv 1/2021	01-011-000-0000-6271			N
	Warrant #	32793	Total...	2,250.00			
3124	Kwik Trip Inc	41.88	KT Jan 2021	01-103-000-0000-6567	278333		N
3124		465.93	KT Jan 2021	01-127-127-0000-6567	278333		N
3124		40.21	KT Jan 2021	01-127-128-0000-6567	278333		N
3124		51.30	KT Jan 2021	01-130-000-0000-6303	278333		N
3124		562.48	KT Jan 2021	01-130-000-0000-6567	278333		N
3124		357.30	KT Jan 2021	01-201-000-0000-6303	278334		N
3124		46.48	KT Jan 2021	01-201-000-0000-6565	278334		N
3124		7,912.97	KT Jan 2021	01-201-000-0000-6567	278334		N
3124		11.86	KT Jan 2021	01-205-235-0000-6567	278334		N
3124		26.10	KT Jan 2021	01-281-280-0000-6567	278334		N
3124		2,963.27	KT Jan 2021	03-340-000-0000-6565	278333		N
3124		237.77	KT Jan 2021	03-340-000-0000-6567	278333		N
	Warrant #	32794	Total...	12,717.55			
44	Marco Technologies LLC	483.97	Printer Support 2/5-3/4/21	01-063-000-0000-6302	INV8409876		N
	Warrant #	32795	Total...	483.97			
892	MNCCC	128.00	Tax Court UG - Q121	01-055-000-0000-6268	2101401		N

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	<u>Warrant #</u>	<u>Total...</u>		<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
	Warrant #	32796	Total...	128.00			
2229	Ripley Dental Care		256.00	Dental: Bearheels Kyle 2/4/21	01-207-000-0000-6272	14845	N
2229			564.00	Dental: Souriya 2/10	01-207-000-0000-6272	14845	N
	Warrant #	32797	Total...	820.00			
14122	Securitas Electronic Security, Inc		94.50	Mon/Insp Ken Feb-Apr	03-350-000-0000-6283	7000683819	N
14122			94.50	Mon/Insp CF Feb-Apr	03-350-000-0000-6283	7000683820	N
14122			94.50	Mon/Insp RW Feb-Apr	03-350-000-0000-6283	7000683821	N
14122			94.50	Mon/Insp Zta Feb-Apr	03-350-000-0000-6283	7000683827	N
14122			94.50	Mon/Insp RC Feb-Apr	61-398-000-0000-6283	7000683822	T
	Warrant #	32798	Total...	472.50			
14641	Stark/Carli Elizabeth		50.00	Per Diem: PAC Mtg 1/11/21	01-127-128-0000-6106		N
	Warrant #	32799	Total...	50.00			
11982	Summit Food Service LLC		452.16	Inmate Laundry 1/9-1/15/21	01-207-000-0000-6366	INV2000101862	N
11982			5,024.79	Inmate Meals 1/9-1/15/21	01-207-000-0000-6463	INV2000101861	N
	Warrant #	32800	Total...	5,476.95			
	Warrant Form	WFXX-ACH	Total...	23,388.21	33 Transactions		
		Final Total...	238,134.12	154 Transactions			

PONCELET
02/12/2021

11:37:05AM

Warrant Form **WFXX-ACH**
Auditor's Warrants

Goodhue County

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<u>WARRANT RUN</u> <u>INFORMATION</u>	<u>WARRANT</u> <u>FORM</u>	<u>STARTING</u> <u>WARRANT NO.</u>	<u>ENDING</u> <u>WARRANT NO.</u>	<u>DATE OF</u> <u>PAYMENT</u>	<u>DATE OF</u> <u>APPROVAL</u>	<u>PPD</u> <u>COUNT</u>	<u>AMOUNT</u>	<u>CTX</u> <u>COUNT</u>	<u>AMOUNT</u>
54	214,745.91	WFXX	455146	455199	02/12/2021	02/12/2021			
14	23,388.21	WFXX-ACH	32787	32800	02/12/2021	02/12/2021	4	728.06	10 22,660.15
	238,134.12	TOTAL							

Goodhue County

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RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>	<u>ACH AMOUNT</u>	<u>NON-ACH AMOUNT</u>		
1	113,324.85	County General Revenue	19,596.69	93,728.16		
3	73,938.09	County Road and Bridge	3,648.64	70,289.45		
11	32,835.10	Health & Human Service Fund	-	32,835.10		
34	4,797.42	Capital Plan	-	4,797.42		
61	886.15	Waste Management Facilities	94.50	791.65		
72	11,829.00	Other Agency Funds	-	11,829.00		
81	523.51	Settlement Fund	48.38	475.13		
	238,134.12	TOTAL	23,388.21	TOTAL ACH	214,745.91	TOTAL NON-ACH

ndahlstrom
02/16/2021

2:06:46PM

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12068	11872	Intellicents					
			985.71	Consultant Fee 2/2021	01-061-000-0000-6278	698	0
			111.95	Consultant Fee 2/2021	11-420-600-0010-6283	698	0
			43.05	Consultant Fee 2/2021	11-420-640-0010-6283	698	0
			154.99	Consultant Fee 2/2021	11-430-700-0010-6283	698	0
			43.05	Consultant Fee 2/2021	11-479-478-0000-6283	698	0
			77.50	Consultant Fee 2/2021	11-479-479-0000-6283	698	0
Warrant #	12068	Total	1,416.25	Date 2/16/2021			
	Final Total...		1,416.25	6	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	985.71	County General Revenue
11	430.54	Health & Human Service Fund
	1,416.25	TOTAL

ndahlstrom
02/17/2021

8:26:51AM

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12069	1358	Wells Fargo Brokerage-Premium Paid	58.00	Safekeeping Fees 2/2021	01-001-000-0000-6375		0
	Warrant #	12069	Total	58.00	Date 2/16/2021		
	Final Total...		58.00	1	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	58.00	County General Revenue
	58.00	TOTAL

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12072	11506	Alerus Financial					
			20,138.51	2/18/21 Payroll-Co HSA Contrib	01-000-000-2504-2005		0
			3,675.01	2/18/21 Payroll-Co HSA Contrib	03-000-000-2504-2005		0
			11,658.43	2/18/21 Payroll-Co HSA Contrib	11-000-000-2504-2005		0
			578.85	2/18/21 Payroll-Co HSA Contrib	61-000-000-2504-2005		0
Warrant #	12072	Total	36,050.80	Date 2/18/2021			
	Final Total...		36,050.80	4	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	20,138.51	County General Revenue
3	3,675.01	County Road and Bridge
11	11,658.43	Health & Human Service Fund
61	578.85	Waste Management Facilities
	36,050.80	TOTAL

Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12070	1820	State Of Minnesota-Sales & Use Tax					
			18.86	Receipt Nbr 446073 01/13/2021	01-207-240-0000-5859		0
			4.46	Receipt Nbr 446233 01/22/2021	01-601-000-0000-5859		0
			4.46	Receipt Nbr 446316 01/27/2021	01-601-000-0000-5859		0
			1.03	Receipt Nbr 446211 01/21/2021	03-310-000-0000-5934		0
			6.53	Warr Nbr 454574 01/08/2021	61-398-000-0000-6561		0
			-48.67	- Warr Nbr 454601 01/08/2021	61-398-000-0000-6562		0
			48.67	Warr Nbr 454601 01/08/2021	61-398-000-0000-6562		0
			31.69	Warr Nbr 454601 01/08/2021	61-398-000-0000-6562		0
			10.72	Warr Nbr 454601 01/08/2021	61-398-000-0000-6562		0
			169.71	Warr Nbr 454601 01/08/2021	61-398-000-0000-6562		0
			3.06	Warr Nbr 454621 01/08/2021	61-398-000-0000-6563		0
			63.49	Warr Nbr 454590 01/08/2021	61-398-000-0000-6575		0
			6.03	Warr Nbr 454600 01/08/2021	61-398-192-0000-6418		0
			1.96	Warr Nbr 454600 01/08/2021	61-398-192-0000-6418		0
			-0.10	- Sales Tax Rounding Adj 1/2021	01-001-000-0000-6850		0
			43.20	S/W Asmt 1/2021	61-000-000-0000-2222		0
			385.90	S/W Mgmt 1/2021	61-000-000-0000-2223		0
Warrant #	12070	Total	751.00	Date 2/19/2021			
	Final Total...		751.00	17	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	27.68	County General Revenue
3	1.03	County Road and Bridge
61	722.29	Waste Management Facilities
	751.00	TOTAL

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Goodhue County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
12071	3796	Department Of Revenue					
			131,986.92	St Share-Deed Tax 1/2021	72-850-000-0000-2310		0
			126,484.46	St Share-Mtg Tax 1/2021	72-850-000-0000-2311		0
			258,471.38	Date 2/19/2021			
	Warrant #	12071	Total				
		Final Total...	258,471.38	2	Transactions		

Goodhue County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
72	258,471.38	Other Agency Funds
	258,471.38	TOTAL

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>	<u>Tx</u>
		<u>OBO#</u>	<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>	
10529	ADP, LLC	2,646.20	Payroll Proc W2s 2020	01-061-000-0000-6279	574546697		N
	Warrant # 455217	Total... 2,646.20					
14487	Buck/Christopher David	50.00	Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106			N
	Warrant # 455218	Total... 50.00					
10432	Compass Minerals America	1,889.53	Salt RW	03-310-000-0000-6506	755712		N
10432		4,202.57	Salt Goodhue	03-310-000-0000-6506	756684		N
10432		8,223.20	Salt Zta	03-310-000-0000-6506	756685		N
10432		99.56-	Moisture Ded #9028766	03-310-000-0000-6506	756685		N
10432		11,791.32	Salt RW	03-310-000-0000-6506	756686		N
10432		377.08-	Moisture Ded #9028806	03-310-000-0000-6506	756686		N
	Warrant # 455219	Total... 25,629.98					
12768	Dell Marketing Lp	743.20	Intoxilizer Computer 1/22/21	01-201-000-0000-6480	10460702933		N
	Warrant # 455220	Total... 743.20					
9339	Dlt Solutions LLC	1,173.15	ELD Annual Subr 1/2021-1/2022	01-103-000-0000-6268	SI505734		N
	Warrant # 455221	Total... 1,173.15					
4445	Emblem Enterprises Inc	618.68	Chevrons Patches 12/28/20	01-201-000-0000-6453	807342		N
	Warrant # 455222	Total... 618.68					
4644	Express Services, Inc.	930.00	Bldg Concierge Temp 2/14/21	01-041-000-0000-6284	25029534		N
	Warrant # 455223	Total... 930.00					
7674	Fitzgerald Excavating And Trucking	1,015.00	#30 Clvt Rpr Equip Rental	03-310-000-0000-6343	20-92		N
	Warrant # 455224	Total... 1,015.00					
3266	Frontier Communication	73.17	Kenyon Phone	03-350-000-0000-6201	123197-2		N
3266		69.99	Kenyon DSL	03-350-000-0000-6209	123197-2		N
	Warrant # 455225	Total... 143.16					
1331	Goodhue County Coop Elec Assn	163.67	St Lts #24 - RBW	03-310-000-0000-6251	17064001		N
1331		104.86	St Lts #24 - RBE	03-310-000-0000-6251	17064002		N
1331		8.50	St Lts #9	03-310-000-0000-6251	17064006		N
1331		8.50	St Lts #1	03-310-000-0000-6251	17064007		N
1331		8.50	St Lts #1	03-310-000-0000-6251	17064008		N
1331		8.50	St Lts #1	03-310-000-0000-6251	17064012		N
1331		8.50	St Lts #1	03-310-000-0000-6251	17064016		N
1331		8.50	St Lts #9	03-310-000-0000-6251	17064017		N

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
1331	Goodhue County Coop Elec Assn	8.50	St Lts #16	03-310-000-0000-6251	17064009	N
1331		8.50	St Lts #2	03-310-000-0000-6251	17064010	N
1331		8.50	St Lts #1	03-310-000-0000-6251	17064011	N
1331		8.50	St Lts #9	03-310-000-0000-6251	17064013	N
1331		8.50	St Lts #9	03-310-000-0000-6251	17064014	N
1331		48.47	Signs TH56 & 9	03-310-000-0000-6251	17064003	N
1331		71.57	Signs TH 19 & 7	03-310-000-0000-6251	17064004	N
1331		14.00	St Lts #1 - Wt Rock	03-310-000-0000-6251	17064005	N
1331		8.50	St Lts #10	03-310-000-0000-6251	17064015	N
1331		50.75	Elec - Vasa	03-350-000-0000-6251	901293001	N
1331		457.67	Elec - CF	03-350-000-0000-6251	1293002	N
1331		7.00	Park Light	03-521-000-0000-6251	5862001	N
	Warrant # 455226	Total...	1,019.99			
21090	Goodhue County Recorder	92.00	A672436-A672437	01-127-128-0000-6850	202100000111	N
	Warrant # 455227	Total...	92.00			
11446	Hoisington Koegler Group, Inc	266.25	MP Revisions-NMP	03-521-000-0000-6278	019-008-8	N
11446		240.00	Byllesby Pavilion EAS	03-521-000-0000-6278	021-009-1	N
	Warrant # 455228	Total...	506.25			
4901	Houston Engineering Inc	539.00	Project#R006400-0004 1/2021	01-630-000-0000-6283	0052132	N
	Warrant # 455229	Total...	539.00			
3972	Innovative Office Solutions Llc	29.70	USB Drives/Bk Tabs 1/22/21	01-091-000-0000-6405	IN13240058	N
3972		198.21	Storage Boxes 1/28/21	01-091-000-0000-6405	IN3246946	N
3972		74.68	Pocket Files 2/8/21	01-091-000-0000-6405	IN3256416	N
3972		191.98	Files/Bxs/Env/Pen 2/5/21	01-091-000-0000-6405	IN3254673	N
	Warrant # 455230	Total...	494.57			
21997	Lake City Graphic	57.76	Employment Ad-Hwy Maint 1/26	01-061-000-0000-6241	51117	N
	Warrant # 455231	Total...	57.76			
7773	League Of Mn Cities	92.00	Finance Contoller Ad 2/2-10/21	01-061-000-0000-6241	335284	N
	Warrant # 455232	Total...	92.00			
2960	Liberty Tire Recycling LLC	403.90	Tire Disp-Ditches	03-310-000-0000-6839	1981886	N
2960		604.40	Tire Disp-PW Equip	03-340-000-0000-6575	1981886	N
	Warrant # 455233	Total...	1,008.30			
32803	License Center	26.25	License 2010	03-340-000-0000-6309	EM21621	N

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
		<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>	
32803	License Center	31.00	License 2005	03-340-000-0000-6309	EM21621	N
	Warrant # 455234	Total...				
		57.25				
11575	Loffler Companies Inc.	46.20	Copies 1/1-1/31/21	01-091-000-0000-6302	3638580	N
	Warrant # 455235	Total...				
		46.20				
10139	MedTox Laboratories, Inc.	145.92	Drug Scrns: Various 1/1-21/21	01-207-000-0000-6291	120214741	N
	Warrant # 455236	Total...				
		145.92				
13333	Miller/Richard	50.00	Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106		N
	Warrant # 455237	Total...				
		50.00				
14643	Monroe/Tom	2,700.53	CARES-Permit 20-0486	01-003-000-0000-6892		N
	Warrant # 455238	Total...				
		2,700.53				
5189	Nystuen/Richard	50.00	Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106		N
	Warrant # 455239	Total...				
		50.00				
2864	Office Depot	18.43	Shrpe/Paper/Sht Pro/Pens 1/20	01-103-000-0000-6405	146461307001	N
2864		18.42	Shrpe/Paper/Sht Pro/Pens 1/20	01-105-000-0000-6405	146461307001	N
2864		18.43	Shrpe/Paper/Sht Pro/Pens 1/20	01-127-129-0000-6405	146461307001	N
	Warrant # 455240	Total...				
		55.28				
11013	Office Of MN.IT Services	1,700.00	Mnet Collaboration 1/2021	01-063-000-0000-6301	DV21010352	N
	Warrant # 455241	Total...				
		1,700.00				
5828	Olmsted County	532.58	TH52 Partnership Q4/2020	03-330-000-0000-6278	021021-10	N
	Warrant # 455242	Total...				
		532.58				
7813	OSI Environmental	150.00	Oil Disp 500g - Rcy	61-398-192-0000-6839	2089900	N
7813		100.00	Filter Disposal - Rcy	61-398-192-0000-6839	2089992	N
	Warrant # 455243	Total...				
		250.00				
14082	Quadient Finance USA, Inc.	2,000.00	Postage Mtr: GOV 1/19/21	01-001-000-0000-6203	79000110013016	N
	Warrant # 455244	Total...				
		2,000.00				
50500	Ramsey County Sheriff's Dept	70.00	Subpoena Svc: Boston 2/2/21	01-011-000-0000-6277	202101768	N
	Warrant # 455245	Total...				
		70.00				
2677	Red Wing Business Advantage Account	212.49	Safety Boots - Wersal	03-320-000-0000-6417	23469	N
2677		250.00	Safety Boots - Seaberg	03-320-000-0000-6417	23469	N

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
<u>Warrant #</u>	<u>455246</u>	<u>Total...</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
		462.49				
7898	Ryan Mechanical Inc	602.50	Water Heater Repair 1/7 & 1/20	01-111-112-0000-6305	20-1639	N
7898		602.50	Water Heater Repair 1/7 & 1/20	01-111-113-0000-6305	20-1639	N
Warrant #	455247	Total...				
		1,205.00				
5029	Short Elliot Hendrickson Inc	2,116.07	Monitor RW Lndf	61-397-000-0000-6283	400388	N
5029		4,944.70	Monitor Wan Lndf	61-397-000-0000-6283	400389	N
5029		478.15	MW-17D Well Rplmt-RW	61-397-000-0000-6283	400395	N
Warrant #	455248	Total...				
		7,538.92				
6450	Staples Advantage	334.35	Surge Protectors: PR Rem 1/7	34-201-000-0000-6669	3466384264	N
Warrant #	455249	Total...				
		334.35				
14571	Stoel Rives LLP	74,664.00	P.I.G.Solid Waste Ord 12/2020	01-091-000-0000-6278	4244038	N
Warrant #	455250	Total...				
		74,664.00				
64400	Sylvander Heating Inc	190.00	Rooftop Heater Rpr RW	03-350-000-0000-6305	88408	N
Warrant #	455251	Total...				
		190.00				
14646	The Salvation Army-Rochester Citadel	462.00	55.005.1310 Overpmt	81-850-000-0000-2102		N
Warrant #	455252	Total...				
		462.00				
46300	Tom Parker Electric Inc	309.26	WashBay Elec Boxes/OH Dr Switc	03-350-000-0000-6305	10926	N
46300		389.59	Wire/Receptacle-Welder	03-350-000-0000-6305	10946	N
Warrant #	455253	Total...				
		698.85				
14421	Toshiba Business Solutions USA	57.48	Hlth Unit Copier 2/21	01-207-000-0000-6302	5013746765	N
14421		14.80	Hlth Unit Copies 1/21	01-207-000-0000-6302	5013746765	N
Warrant #	455254	Total...				
		72.28				
2469	Toshiba Financial Services (L.A.)	72.41	Copier 2/2021	01-005-000-0000-6302	5013483355	N
2469		6.41	Copies 12/2020	01-005-000-0000-6302	5013483355	N
2469		6.40	Copies 12/2020	01-031-000-0000-6302	5013483355	N
2469		72.41	Copier 2/2021	01-031-000-0000-6302	5013483355	N
2469		184.76	Copier 2/2021	01-041-000-0000-6302	5013483354	N
2469		184.76	CR:Billing Adj - Copier 2/2021	01-041-000-0000-6302	5013483354	N
2469		39.05	Copies 12/2020	01-041-000-0000-6302	5013483354	N
2469		39.05	CR:Billing Adj-Copies 12/2020	01-041-000-0000-6302	5013483354	N
2469		203.02	Copier 2/2021	01-055-000-0000-6302	5013483347	N
2469		130.97	Copies 12/2020	01-055-000-0000-6302	5013483347	N

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>OBO#</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>	<u>Tx</u>
				<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>	
2469	Toshiba Financial Services (L.A.)	72.40	Copier 2/2021		01-061-000-0000-6302	5013483355		N
2469		6.41	Copies 12/2020		01-061-000-0000-6302	5013483355		N
2469		59.75	Copier 2/2021		01-121-000-0000-6302	5013483353		N
2469		4.43	Copies 12/2020		01-121-000-0000-6302	5013483353		N
2469		135.51	Copier 2/21		01-201-000-0000-6302	5013483345		N
2469		5.82	Copies 12/20		01-201-000-0000-6302	5013483345		N
2469		75.86	Patrol Copier 2/21		01-201-000-0000-6302	5013483349		N
2469		3.42	Patrol Copies 12/20		01-201-000-0000-6302	5013483349		N
2469		216.93	Admin Copier 2/21		01-207-000-0000-6302	5013483344		N
2469		89.35	Admin Copies 12/20		01-207-000-0000-6302	5013483344		N
2469		238.36	Intake Copier 2/21		01-207-000-0000-6302	5013483346		N
2469		2.76	Intake Copies 12/20		01-207-000-0000-6302	5013483346		N
2469		244.85	Copier 2/2021		01-255-000-0000-6302	5013483342		N
2469		1.89	Copies 12/2020		01-255-000-0000-6302	5013483342		N
2469		237.06	Copier 2/2021		01-281-280-0000-6302	5013483343		N
2469		19.13	Copies 12/2020		01-281-280-0000-6302	5013483343		N
2469		190.61	Copier 2/2020		01-601-000-0000-6302	5013483348		N
2469		10.61	Copies 12/2020		01-601-000-0000-6402	5013483348		N
	Warrant # 455255	Total...	2,106.77					
13883	Turnkey Corrections	245.06	10% Phone Calls 1/1-1/31/21		01-207-240-0000-6201	10015523		N
13883		207.35	10% Phone Calls 1/1-1/31/21		01-207-240-0000-6201	10016163		N
13883		6.75	Indigent Supplies 1/1-1/31/21		01-207-240-0000-6465	10015726		N
	Warrant # 455256	Total...	459.16					
3418	Verizon Wireless	51.76	Cell Phone 1/3-2/2/21		01-031-000-0000-6202	9872545469		N
3418		40.01	Cell Phone 1/3-2/2/21		01-055-000-0000-6206	9872545469		N
3418		46.50	Cell Phone 1/3-2/2/21		01-061-000-0000-6202	9872545469		N
3418		46.50	Cell Phone 1/3-2/2/21		01-063-000-0000-6202	9872545469		N
3418		41.50	Cell Phone 1/3-2/2/21		01-091-000-0000-6202	9872545469		N
3418		41.50	Cell Phone 1/3-2/2/21		01-091-132-0000-6202	9872545469		N
3418		46.50	Cell Phone 1/3-2/2/21		01-103-000-0000-6202	9872545469		N
3418		80.02	Cellular Data 1/3-2/2/21		01-103-000-0000-6206	9872545469		N
3418		410.00	Cell Phone 1/3-2/2/21		01-111-000-0000-6202	9872545469		N
3418		88.00	Cell Phone 1/3-2/2/21		01-121-000-0000-6202	9872545469		N
3418		40.03	Cellular Data 1/3-2/2/21		01-121-000-0000-6206	9872545469		N
3418		93.00	Cell Phone 1/3-2/2/21		01-127-127-0000-6202	9872545469		N
3418		88.00	Cell Phone 1/3-2/2/21		01-127-129-0000-6202	9872545469		N
3418		1,673.70	Cell Phone 1/3-2/2/21		01-201-000-0000-6202	9872545469		N

Goodhue County

WARRANT REGISTER Auditor Warrants



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>From Date</u>	<u>PO #</u>	<u>Tx To Date</u>
3418	Verizon Wireless	1,343.57	Cellular Data 1/3-2/2/21			01-201-000-0000-6206	9872545469			N
3418		83.00	Cell Phone 1/3-2/2/21			01-205-000-0000-6202	9872545469			N
3418		80.02	Cellular Data 1/3-2/2/21			01-205-000-0000-6206	9872545469			N
3418		236.02	Cell Phone 1/3-2/2/21			01-207-000-0000-6202	9872545469			N
3418		40.01	Cellular Data 1/3-2/2/21			01-209-000-0000-6206	9872545469			N
3418		207.50	Cell Phone 1/3-2/2/21			01-210-000-0000-6202	9872545469			N
3418		40.01	Cellular Data 1/3-2/2/21			01-210-000-0000-6206	9872545469			N
3418		274.00	Cell Phone 1/3-2/2/21			01-255-000-0000-6202	9872545469			N
3418		46.50	Cell Phone 1/3-2/2/21			01-281-280-0000-6202	9872545469			N
3418		46.50	Cell Phone 1/3-2/2/21			01-601-000-0000-6202	9872545469			N
3418		124.50	Cell Phone 1/3-2/2/21			03-310-000-0000-6202	9872545469			N
3418		40.01	Cellular Data 1/3-2/2/21			03-310-000-0000-6202	9872545469			N
3418		232.50	Cell Phone 1/3-2/2/21			03-320-000-0000-6202	9872545469			N
3418		90.04	Cellular Data 1/3-2/2/21			03-320-000-0000-6206	9872545469			N
3418		93.00	Cell Phone 1/3-2/2/21			03-330-000-0000-6202	9872545469			N
3418		46.50	Cell Phone 1/3-2/2/21			03-340-000-0000-6202	9872545469			N
3418		124.50	Cell Phone 1/3-2/2/21			11-420-600-0010-6202	9872545469			N
3418		44.43	Cell Phone 1/3-2/2/21			11-420-600-0010-6202	9872545469			N
3418		889.81	Cell Phone 1/3-2/2/21			11-430-700-0010-6202	9872545469			N
3418		83.00	Cell Phone 1/3-2/2/21			11-466-450-0000-6202	9872545469			N
3418		83.00	Cell Phone 1/3-2/2/21			11-466-462-0000-6202	9872545469			N
3418		41.50	Cell Phone 1/3-2/2/21			11-466-466-0000-6202	9872545469			N
3418		41.50	Cell Phone 1/3-2/2/21			11-467-467-0000-6202	9872545469			N
3418		41.50	Cell Phone 1/3-2/2/21			61-392-000-0000-6202	9872545469			N
	Warrant # 455257	Total...	7,159.94							
1674	Wells Fargo Banks	1,724.74	Client Analysis 1/2021			01-001-000-0000-6375	21010142602			N
	Warrant # 455258	Total...	1,724.74							
11465	Wells Fargo Vendor Fin Serv	241.89	Copier Lease-Mar			03-330-000-0000-6302	5013753709			N
	Warrant # 455259	Total...	241.89							
1903	West Payment Center	149.02	Library Plan 2/1-2/28/21			01-091-000-0000-6452	843833187			N
	Warrant # 455260	Total...	149.02							
73383	Xcel Energy	46.56	St Lts - 1			03-310-000-0000-6251	51-63607118			N
73383		47.00	St Lts - 66			03-310-000-0000-6251	51-63607118			N
73383		29.94	St Lts - 5			03-310-000-0000-6251	51-64100936			N
73383		114.44	St Lts - S Bench			03-310-000-0000-6251	51-94709683			N
73383		64.80	St Lts - Park			03-521-000-0000-6251	51-46438082			N

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Warrant Form **WFXX**
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				<u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>	
73383	Xcel Energy	17.05	Sec Lt - Park		03-521-000-0000-6251	51-73725269		N
73383		64.34	Elec - Drop Shed		61-398-192-0000-6251	51-69848451		N
73383		732.42	Elec - Rcy		61-398-192-0000-6251	51-69848451		N
73383		1,161.35	Gas - Rcy		61-398-192-0000-6252	51-69848451		N
	Warrant # 455261	Total...	2,277.90					
11965	Zemke Trucking LLC	2,417.46	Landfill Disp - Jan		61-397-000-0000-6839	1806		N
	Warrant # 455262	Total...	2,417.46					
	Warrant Form WFXX	Total...	146,581.77	160 Transactions				

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			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>	
6193	Advanced Correctional Healthcare	20,407.34		Medical Contract 3/21	01-207-000-0000-6272	103872	N
6193		125.12		ADP Recon 12/20	01-207-000-0000-6272	103344	N
6193		1,962.72		Pool/Cap 12/20	01-207-000-0000-6272	103874	N
	Warrant # 32813	Total...		22,244.94			
1137	Cannon Falls City	459.93		Siren Maintenance 2/8/21	01-523-000-0000-6301	002904	N
	Warrant # 32814	Total...		459.93			
14424	Community And Economic Deveoplment Assoc	150.00		January 2021 Services	25-700-000-0000-6278		N
	Warrant # 32815	Total...		150.00			
1188	Department Of Transportation-State of MN	170.86		Agg Testing	03-310-000-0000-6281	P-12887	N
1188		344.82		621-013 Mat'l Testing	03-320-000-0000-6287	P-12887	N
	Warrant # 32816	Total...		515.68			
12563	Forum Communications Co.	82.80		BOC Proceedings 1/5/21	01-005-000-0000-6242	CL01768981	N
12563		75.90		BOC Proceedings 1/19/21	01-005-000-0000-6242	CL01769433	N
12563		90.00		#6673224 RC Boxes	61-398-000-0000-6241	Acct 254178	N
	Warrant # 32817	Total...		248.70			
22150	Grimsrud Publishing Co	29.25		Employment Ads - PW 1/26/21	01-061-000-0000-6241	542	N
	Warrant # 32818	Total...		29.25			
14097	McDonough/Michael	1,000.00		Prof Svc 1/2021	01-091-132-0000-6283		N
	Warrant # 32819	Total...		1,000.00			
2084	ROCHESTER SAND & GRAVEL	11,666.77		064-001 FINAL	03-320-000-0000-6320	FINAL	N
2084		201,465.56		614-015 FINAL	03-320-000-0000-6320	FINAL	N
2084		6,616.68		PW Kenyon Parking Lot Final	34-350-000-0000-6669	FINAL	N
	Warrant # 32820	Total...		219,749.01			
2606	SHI International Corp	1,223.91		(3) Squad Printers/Cables 1/29	01-201-000-0000-6432	B12956324	N
	Warrant # 32821	Total...		1,223.91			
14641	Stark/Carli Elizabeth	50.00		Per Diem: PAC Mtg 2/8/21	01-127-128-0000-6106		N
	Warrant # 32822	Total...		50.00			
11982	Summit Food Service LLC	452.16		Inmate Laundry 1/16-1/22/21	01-207-000-0000-6366	INV2000102133	N
11982		4,845.21		Inmate Meals 1/16-1/22/21	01-207-000-0000-6463	INV2000102132	N
	Warrant # 32823	Total...		5,297.37			

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Warrant Form	WFXX-ACH	Total...	250,968.79	19 Transactions
		Final Total...	397,550.56	179 Transactions

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<u>WARRANT RUN</u> <u>INFORMATION</u>	<u>WARRANT</u> <u>FORM</u>	<u>STARTING</u> <u>WARRANT NO.</u>	<u>ENDING</u> <u>WARRANT NO.</u>	<u>DATE OF</u> <u>PAYMENT</u>	<u>DATE OF</u> <u>APPROVAL</u>	<u>PPD</u>		<u>CTX</u>	
						<u>COUNT</u>	<u>AMOUNT</u>	<u>COUNT</u>	<u>AMOUNT</u>
46	146,581.77	WFXX	455217	455262	02/19/2021	02/19/2021			
11	250,968.79	WFXX-ACH	32813	32823	02/19/2021	02/19/2021	2	1,050.00	9 249,918.79
	397,550.56	TOTAL							

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RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>	<u>ACH AMOUNT</u>	<u>NON-ACH AMOUNT</u>		
1	130,283.71	County General Revenue	30,464.10	99,819.61		
3	246,100.09	County Road and Bridge	213,648.01	32,452.08		
11	1,307.74	Health & Human Service Fund	-	1,307.74		
25	150.00	Economic Development Authori	150.00	-		
34	6,951.03	Capital Plan	6,616.68	334.35		
61	12,295.99	Waste Management Facilities	90.00	12,205.99		
81	462.00	Settlement Fund	-	462.00		
	397,550.56	TOTAL	250,968.79	TOTAL ACH	146,581.77	TOTAL NON-ACH