



GOODHUE COUNTY MINNESOTA

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

BOARD OF COMMISSIONERS AGENDA

**GOODHUE COUNTY FAIRGROUNDS
44279 COUNTY 6 BLVD
ZUMBROTA, MN 55992**

**AUGUST 12, 2021
10:00 A.M.**

PLEDGE OF ALLEGIANCE

Disclosures of Interest

Approve the previous board meeting minutes.

Documents:

[July 20.pdf](#)

Review and approve the county board agenda

Review and approve the following items on the consent agenda:

1. Approve Police & Fire pension plan for Emergency Management Director.

Documents:

[Police and Fire Pension Plan Membership for Emergency Management Director.pdf](#)

2. Approve the Memorandum of Agreement with the University of MN for 1.75 FTE Extension Educators.

Documents:

[Extension MOA.pdf](#)

3. Approve the promotion for ADC Sergeant.

Documents:

[ADC Sergeant Promotion.pdf](#)

4. Approve the application for Exempt Permit for Goodhue County Sheriff's Mounted

Posse on September 18, 2021, at the Goodhue County Fairgrounds.

Documents:

[gambling permit.pdf](#)

5. Approve the ADC 67-day temporary employee.

Documents:

[ADC Temporary Employee - Brecht.pdf](#)

6. Approve LBRP Grant Agreement for S.P. 025-598-021.

Documents:

[LBRP Agreement SP 025-598-021.pdf](#)

7. Approve the Homeless Prevention & Assistance Program resolution for Southeast MN Housing Network.

Documents:

[Homeless Prevention Asst Program.pdf](#)

Regular Agenda

Human Resource Director's Report

1. Patrol Major Position

Documents:

[Patrol Major Position.pdf](#)

Finance Director's Report

1. 2nd Quarter Financial Report

Documents:

[2nd Quarter 2021 Report.pdf](#)

Public Works Director's Report

1. Concrete Paving Award.

Documents:

[Concrete Paving Award.pdf](#)

2. Dedicate Byllesby Park Pavilion.

Documents:

[Byllesby Park Pavilion Dedication.pdf](#)

Goodhue County Extension

1. Introduction of new employee, Dani Rice.
2. 2021 Goodhue County Farm Family of the Year- Eugene & Sherri Betcher Family

Documents:

[News Release Farm Family of the Year - Eugene and Sherri Betcher.pdf](#)

3. Fair Board Proclamation Recommendation.

Goodhue County Soil & Water Conservation District

1. 2021 Conservation Awards.

2020 Conservation Farmer of the Year Award - Thomas and Renae Bryan

2021 Conservation Farmer of the Year Award and Woodland Manager of the Year Award - John and Betty Jaeger

For Your Information

1. Project Status Report.

Documents:

[Project Status Report 12 Aug 21.pdf](#)

County Administrator's Report

New and Old Business

ADJOURN

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 20, 2021**

The Goodhue County Board of Commissioners met on Tuesday, July 20, 2021, at 8:00 a.m. in closed session to discuss allegations or charges against an individual subject to the Board's authority, and again at 9:00 a.m. in open session in the County Board Room, Government Center, Red Wing, MN, with Commissioners Anderson, Majerus, Drotos, Greseth and Flanders all present.

C/Anderson asked for any disclosure of interest. There were none.

¹ Moved by C/Majerus, seconded by C/Anderson, and carried to approve the July 1, 2021 County Board Meeting Minutes.

² Moved by C/Drotos, seconded by C/Flanders, and carried to approve the July 20, 2021 County Board Agenda as amended:

C/Anderson added #13 to the consent agenda to appoint Lois Berg as Deputy Registrar and the Driver's License Agent for the City of Cannon Falls.

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

1. Approve Audit Confirmation Letter to Secretary of State.
2. Approve Resolution for Repurchase of Tax-Forfeited Land.
3. Approve Temporary On-Sale Liquor License.
4. Approve sale of surplus computer equipment through Public Auction.
5. Approve the Coronavirus Emergency Supplement Funding award for the Goodhue County Adult Detention Center.
6. Approve the application to conduct off-site gambling for the Wells Creek Riders on September 18, 2021 at the Bellechester Tavern.
7. Approve Final of Cherry Grove & Roscoe Township Bridge Contract.
8. Approve (2) 67-day temporary employees for the ADC.
9. Approve Award of CR 44 Bridge Replacement Contract.
10. Approve Final of 2020 Box Culvert Contract.
11. Approve Final of 2021 Traffic Marking Contract.
12. Approve Temporary On-Sale Liquor License Zumbrota Fire Dept on August 10, 2021, at the Goodhue County Fairgrounds.
13. Approve the Appointment of Lois Berg as the Deputy Registrar and Driver's License Agent for the City of Cannon Falls.

COUNTY SURVEYOR'S REPORT

County Ditch 1- Change Order. Land Use Management Director, Lisa Hanni, updated the board on the process for County Ditch 1 and the change order regarding the road culvert for Kenyon Township. The board did not need to make a decision on any of this information, it would be an agreement between DeCook and Kenyon Township.

C/Anderson explained that the county board approved to move forward with removing the culvert. Kenyon Township has a separate contract, however, he suggested the board pass a resolution acknowledging the arrangement.

⁴ Moved by C/Majerus, seconded by C/Drotos, and carried (4-1) with C/Greseth dissenting to approve to acknowledge that Kenyon Township is entering into a separate contract with DeCook to move the culvert to Herrlich's property, Kenyon Township Section 29se and that DeCook will bill Kenyon Township directly.

FINANCE DIRECTOR'S REPORT

2020 Financial Statements- Annual Audit. Doug Host with Clifton Larson Allen reviewed the 2020 Financial Statements and Annual Audit with the county board.

⁵ Moved by C/Drotos, seconded by C/Flanders, and carried to approve to accept the 2020 Financial Statements and Annual Audit and recognize staff and the audit team for their good work.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 20, 2021**

FOR YOUR INFORMATION

Minnesota County Staff Appreciation Day. Administrator Arneson commented that Governor Tim Walz has Proclaimed "Minnesota County Staff Appreciation Day" on July 27, 2021, recognizing county staff for their work during the pandemic. A draft resolution was presented for the board to consider.

⁶ Moved by C/Flanders, seconded by C/Greseth, and carried to approve the following resolution for the following Proclamation of County Staff Appreciation Day:

WHEREAS, county staff serve as the cornerstone of this community, dedicating their time, skills, and expertise for the benefit of their neighbors; and

WHEREAS, county staff went beyond expectations, taking on personal risks, to continue delivering essential services to the citizens of our county during the COVID-19 pandemic; and

WHEREAS, in addition to their regular duties, many county staff were called upon and accepted new and challenging responsibilities during the pandemic such as expediting the distribution of thousands of dollars in economic recovery appropriations, empowering the survival of our local business community; successfully managing a deluge of mail-in ballots in an unprecedented federal election; and, retooling local public health education outreach to flatten the curve; and

WHEREAS, although the state has turned the corner on the COVID-19 pandemic, county staff continue their exemplary work, assisting with recovery through vaccination roll outs and preparing for the American Rescue Plan’s multi-year recovery effort; and

WHEREAS, the work of county staff over the past year and a half have kept the doors of the county open and our community safer, healthier, and productive throughout months of unprecedented global transition; and

WHEREAS, President Sve and the Board of the Association of Minnesota Counties requested the Office of Governor Walz and Lt. Governor Flanagan to proclaim July 27, 2021 as County Staff Appreciation Day and their request was granted;

NOW, THEREFORE, we, the Goodhue County Board of Commissioners, proclaim July 27, 2021 as County Staff Appreciation Day and extend our thanks to the staff of our county and express deep gratitude for their commitment to excellence in public service during the COVID-19 pandemic

COMMITTEE REPORTS:

C/Drotos	• Tribal Liaison Luncheon.
C/Greseth	•
C/Anderson	•
C/Majerus	•
C/Flanders	•
Administrator Arneson	•

Review and Approve the County Claims

⁷ Moved by C/Majerus, seconded by C/Greseth, and carried to approve to pay the County claims in the amount of 01-General Revenue \$633,961.89, 03-Public Works \$6,222,401.14, 11- Human Service Fund \$155,244.65, 12- GC Family Services Collaborative \$252.57, 21-ISTS \$00, 25- EDA \$00, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$25,524.55, 35-Debt Services \$00, 40-County Ditch \$00, 61-Waste Management \$66,221.83, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$162,165.21, 81-Settlement \$22,009,636.17, in the total amount of \$29,275,408.01.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN
JULY 20, 2021**

Adjourn

- ⁸ Moved by C/Greseth, seconded by C/Flanders, and carried to approve to adjourn the July 20, 2021, County Board Meeting.

SCOTT O. ARNESON
COUNTY ADMINISTRATOR

BRAD ANDERSON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

MINUTE

1. Approved the July 1, 2021 County Board Meeting Minutes. (Motion carried 5-0)
2. Approve the July 20, 2021 County Board Meeting Agenda. (Motion carried 5-0)
3. Approved the Consent Agenda. (Motion carried 5-0)
4. Approved to acknowledge the change order agreement for the culvert on county ditch 1. (Motion carried 4-1)
5. Approved to accept the 2020 Financial Statements and Annual Audit. (Motion carried 5-0)
6. Approved a resolution for County Staff Appreciation Day. (Motion carried 5-0)
7. Approved the county claims. (Motion carried 5-0)
8. Approved to adjourn the July 20, 2021 County Board Meeting. (Motion carried 5-0)



TO: Goodhue County Commissioners

FROM: Melissa Cushing, Human Resource Director

DATE: August 12, 2021

RE: Police and Fire Pension Plan Membership for Emergency Management Director

On June 28, 2021, Joshua Hanson was hired as Emergency Management Director. Due to the nature of the work performed by the Emergency Management Director this position falls into the Coordinated pension plan.

Mr. Hanson has participated in the Police and Fire pension plan for the entirety of his employment with Goodhue County.

While the Emergency Management Director position is not covered by the Police and Fire pension plan MN statute 353.64 subdivision 5a permits Goodhue County to adopt a resolution allowing Mr. Hanson to continue participation in the Police and Fire pension plan.

We ask the Board to approve the attached resolution for Mr. Hanson to retain Police and Fire pension plan membership while employed as the Emergency Management Director.

RESOLUTION:

WHEREAS, Minnesota Statutes Section 353.64, Subdivision 5a permits the governing body of a governmental subdivision to continue membership in the Public Employees Police and Fire plan of a Police and Fire member who is transferred to a different position with associated police department functions in the same department or a related department within the same governmental subdivision.

BE IT RESOLVED that the BOARD OF COMMISSIONERS, of GOODHUE COUNTY hereby declares that the position titled EMERGENCY MANAGEMENT DIRECTOR, currently held by JOSHUA HANSON, meets all of the following Police and Fire membership requirements:

1. The position to which this employee is being transferred has associated police department functions in the same department or a related department within this same governmental subdivision, and
2. Said position is not that of an elected or appointed position of the County Board, County Administrator, or finance director.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be allowed to continue as a member of the Public Employees Police and Fire Plan until date of termination for this position.



Scott O. Arneson
County Administrator
Goodhue County

509 W. Fifth St.
Red Wing, MN 55066
Office (651) 385.3001

TO: Goodhue County Board of Commissioners

Date: July 28, 2021

RE: MOA for 1.75 Extension Educator, 4-H Youth Development

At the June 15, 2021, County Board Meeting, the board approved to move forward with an additional .75 Youth Development Extension Educator in the Extension Office. Attached for your consideration, you will find the proposed three-year memorandum of agreement with the University of Minnesota. The proposed agreement is for the current full-time educator and the additional .75 educator (1.75 FTE total).

GOODHUE COUNTY BOARD OF COMMISSIONERS

LINDA FLANDERS
1st District
1121 W 4th St.
Red Wing, MN 55066

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

TODD GRESETH
3rd District
46804 Hwy 57 Blvd
Wanamingo, MN 55992

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

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

An Equal Opportunity Employer

Agreement
Between the University of Minnesota
And
Goodhue County
For providing Extension programs locally and
employing Extension Staff

This Agreement (“Agreement”) between the County of Goodhue Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator ¹	0	\$ 85,000	0	\$ 86,913	0	\$ 89,085
Extension Educator, 4-H Youth Development	1.75	\$ 76,949	1.75	\$ 78,681	1.75	\$ 80,648
Program Coordinator, Horticulture or Master Gardener	0	\$ 76,949	0	\$ 78,681	0	\$ 80,648
Total	1.75	\$134,661	1.75	\$137,692	1.75	\$141,134

¹ List program area of responsibility: Agriculture, Food, Natural Resources; Community Vitality; Family Development

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties’ (“AMC”) Extension Committee and University’s Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County’s funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service,, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The

and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of Goodhue

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

BY _____

DATE _____



Marty Kelly
Goodhue County Sheriff

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

TO: Goodhue County Board of Commissioners

FROM: Marty Kelly, Goodhue County Sheriff

DATE: July 29, 2021

SUBJECT: Consent Agenda Item – Internal Promotion within the Sheriff's Office

We recently completed interviews for the position of Adult Detention Center Sergeant. The candidate selected for the ADC Sergeant is Gerianne Grabau who is a long serving Sheriff's Office Employee and is extremely qualified for this position. The employee promoted will be offered the standard 2% increase over their existing hourly rate, which is beyond the Step 2 maximum placement allowed by department heads. The attached promotion letter outlines the employee's respective pay, which include grade and step placement. I am asking the board to approve this standard pay increase, as it is in line with past Board actions for internal promotions.

Respectfully yours,

A handwritten signature in black ink that reads "Marty Kelly".

Marty Kelly

Goodhue County Sheriff

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer



Marty Kelly
Goodhue County Sheriff

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

July 29, 2021

Gerianne Grabau
Goodhue County Sheriff's Office
430 West 6th Street
Red Wing, MN 55066

Dear Gerianne,
Congratulations on your recent promotion to the position of ADC Detention Sergeant.
Pending County Board approval, your official start date will be August 21, 2021

Your new rate of pay will be \$30.68, which is Step 4, Grade 83 of the 2021 Goodhue County Wage Schedule as outlined in Article 26 of the Law Enforcement Labor Services local #46 contract. The anniversary date for further step increases will occur on August 1 of each calendar year. Your vacation and sick leave will continue to accrue as they have been. Any other benefits you enjoy will continue as they have been.

I wish to thank you for your dedication and commitment to the Goodhue County Sheriff's Office. I wish the best of luck in your new assignment and hope for continued success in your new career.

Sincerely,

A handwritten signature in black ink that reads "Marty Kelly".

Marty Kelly,
Goodhue County Sheriff

Cc: Melissa Cushing, HR Director

OFFICE OF THE GOODHUE COUNTY SHERIFF

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651.267.2804

CIVIL DIVISION
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MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

ORGANIZATION INFORMATION

Organization Name: GOODHUE COUNTY SHERIFF'S MOUNTED POSSE Previous Gambling Permit Number: X-03999
Minnesota Tax ID Number, if any: 41-1315542 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 430 WEST 6TH STREET
City: RED WING State: MN Zip: 55066 County: GOODHUE
Name of Chief Executive Officer (CEO): DUSTIN LINDAHL
CEO Daytime Phone: 507-254-0606 CEO Email: dustin.lindahl@icloud.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

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

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

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

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): GOODHUE COUNTY FAIRGROUNDS
Physical Address (do not use P.O. box): 44217 COUNTY ROAD #6
Check one:
 City: _____ Zip: _____ County: _____
 Township: MINNEOLA Zip: 55992 County: GOODHUE
Date(s) of activity (for raffles, indicate the date of the drawing): SEPTEMBER 18TH 2021

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: GOODHUE

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: MINNEOLA

Signature of Township Officer: [Signature]

Title: Chair Date: 7/24/2021

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

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



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: Sheriff Marty Kelly

DATE: 07-29-2021

SUBJECT: ADC 67 Day Temporary Employee

Dear Commissioners,

This year we are utilizing 67-day temporary employees who are working as Detention Deputies in the Adult Detention Center. These positions are not eligible for county benefits or overtime compensation. These positions are former employees who have recently left for other employment opportunities but are willing to work here on a temporary basis as needed to help reduce the overtime burden to current staff and reduce overtime costs to our budget. By utilizing these positions, there is minimal training time and equipment needed since they are former employees.

Anthony Brecht is a candidate who was a Detention Deputy for approximately four years and left in good standing for another opportunity but is willing to work in the ADC on a temporary as needed basis. His hourly rate at the time he left was \$23.23, which is step four on the Goodhue County pay scale. I am requesting board approval to hire Anthony Brecht as a temporary 67 Day Detention Deputy at step 4 rate of \$23.23.

OFFICE OF THE GOODHUE COUNTY SHERIFF

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COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer



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, P.E. – Deputy Director / Assistant Engineer

RE: 12 Aug 21 County Board Meeting – **CONSENT AGENDA**
Approve State LBRP Grant Agreement for the replacement of Br. L0521 on CR 44.

Date: 03 Aug 21

Summary

It is requested that the County Board approve the attached Local Bridge Replacement Program (LBRP) grant agreement, which augments Federal Bridge and County funds to cover the remaining costs of construction for project SP 025-598-021, the replacement of Br. L0521 on County Road 44.

Background

On 20 Jul 21, the County Board approved the low bid for the replacement of bridge L0521, on County Road 44. The project is funded through a variety of sources including Federal Bridge Replacement Off-System funds (BROS), LBRP funds, and local match dollars from Goodhue County.

The LBRP funds are administered by the State of Minnesota.

Staff is requesting that the County Board approve this LBRP grant agreement which provides the State funds to match the Federal and County funding for the replacement of this bridge.

Alternatives

- Approve the attached Local Bridge Replacement Program (LBRP) grant agreement.
- Request revision of the attached Local Bridge Replacement Program (LBRP) grant agreement before approval.
- Do nothing and assume full financial responsibility for the BROS matching dollar requirements

Recommendation

It is the recommendation of staff that the County Board approve the attached Local Bridge Replacement Program (LBRP) grant agreement.

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Goodhue County Public Works
2140 Pioneer Road
Red Wing, MN 55066

Contact: Jess L. Greenwood, P.E. (651) – 385-3049

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SP 025-598-021 Bridge L0521	\$152,867.34	\$729,698.39	December 31, 2023

3. Total Amount of LBRP Grant for all projects under this Agreement: \$152,867.34

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: Director / County Engineer

Date: _____

By: _____

Title: Goodhue County Board Chair

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____

Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$152,867.34	Grant Funds:	
Other:		Bridge Construction	\$152,867.34
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$152,867.34	Subtotal	\$152,867.34
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Local Match	\$41,698.39	Approaches	\$189,147.25
Other:		Bridge Construction	\$540,551.14
Fed. BROS	\$688,000.00		
Subtotal	\$729,698.39	Subtotal	\$729,698.39
TOTAL FUNDS	\$882,565.73	TOTAL PROJECT COSTS	\$882,565.73

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

Construction Schedule End Date: October 22, 2021

Project Completion Date: December 31, 2023

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Goodhue, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

Goodhue County _____,
a political subdivision of the State of Minnesota

By: _____
Name: Greg Isakson
Title: Director / County Engineer

By: _____
Name: Brad Anderson
Title: Goodhue County Board Chair

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

New County Road No. 44 highway right of way necessary to construct Bridge No. 25618 was acquired in fee. Those new parcels, as well as the project's temporary construction easements, are detailed in Goodhue County Right of Way Plat No. 213 attached below. That plat's executed deeds and easements are on file at the office of the County Engineer.

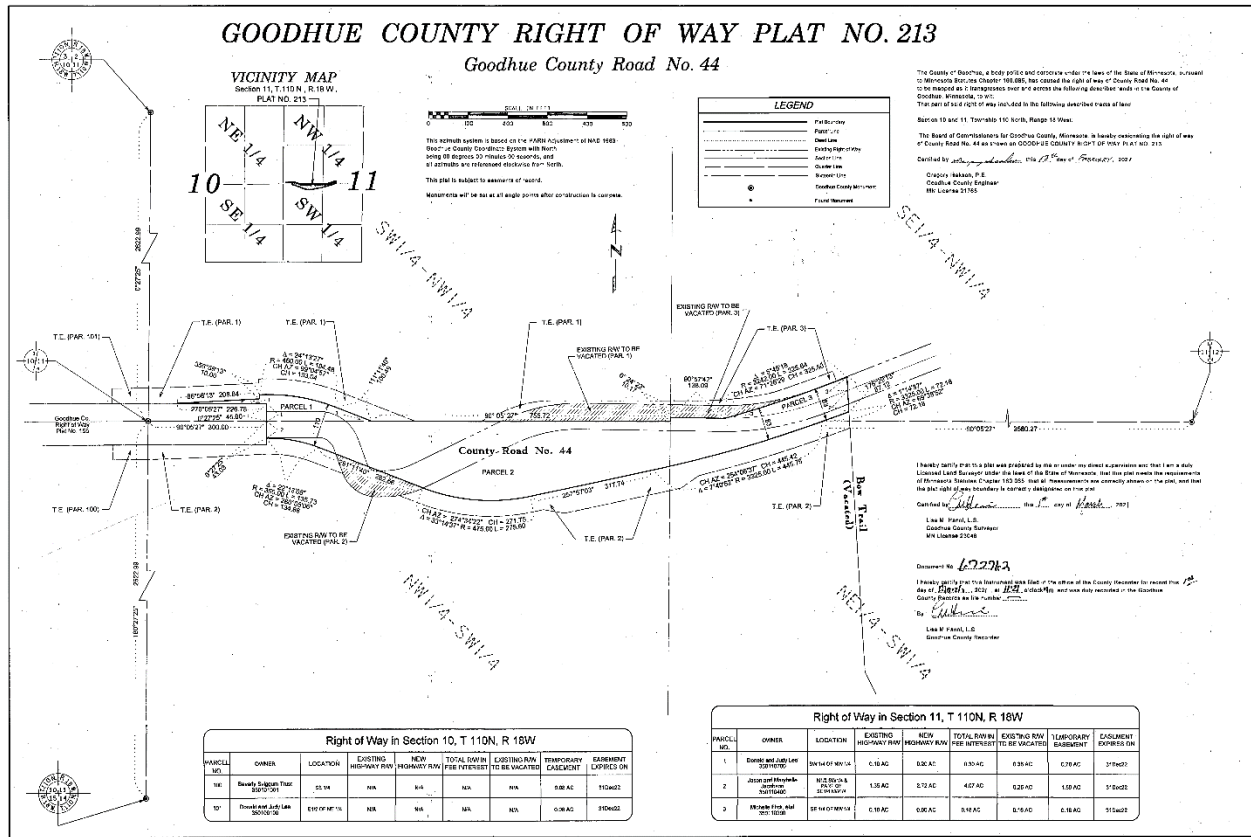


EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	025-598-021	Old Bridge Number	L0521	
	New Bridge No.	25618	Over	Little Cannon River	
	County of	Goodhue	Road or Street No.	44	
	Township of	Holden	Road or Street Name	County Road	
	Municipality of	N.A.	Proposed Const Year	2024 (BROS)	
	Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Eligibility	Bridge Sufficiency Rating <u>75.8</u>		Is this bridge hydraulically deficient? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Adequacy Status from Structure Inventory <input type="checkbox"/> Structurally Deficient <input checked="" type="checkbox"/> Functionally Obsolete <input type="checkbox"/> Adequate		Date of Council/Board action prioritizing this bridge <u>January 22nd, 2019</u>		
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	How many people are affected by this deficiency? <u>500</u> What is the ADT on this bridge? <u>60</u>				
Prioritization	Describe the economic importance of replacing this bridge.				
	This structure provides for the movement of agricultural products by area farmers, and is an important transportation link for area residents.				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	(Attach additional sheets for explanation if necessary)				
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Cost Estimate			Eligible Amount	Ineligible Amount	
	Structure Costs	\$ 496,000	\$	\$	
	Approach Costs	\$ 289,000	\$	\$	
	Engineering Costs	\$ 75,000	\$	\$	
	Total Costs	\$ 860,000	\$	\$	
	Total Project Cost		\$ 860,000		
	R/C <u>Joe Stevenson, P.E.</u> County/City Engineer		<u>31 DEC 2019</u> Date		
			DISTRICT STATE AID ENGINEER RECOMMENDATION Replace <input checked="" type="checkbox"/> Defer <input type="checkbox"/>		
	Approval			<u>Frank Loh</u> <u>01/02/20</u> District State Aid Engineer Signature Date	
		STATE AID USE ONLY		Federal-Aid	\$
State-Aid				\$	55,490.80
Local/Other				\$	
Town Bridge				\$	
Unallocated Town Bridge				\$	
State Bridge Funds				\$	113,290
Total				\$	843,904

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

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

Date: 12 Aug 2021

**For Agreement to State Transportation Fund
Local Bridge Replacement Program
Grant Terms and Conditions
SP 025-598-021
August 12, 2021**

WHEREAS, Goodhue County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.25618; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$152,867.34 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Goodhue County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

State of Minnesota
County of Goodhue

Flanders	_____	No _____
Anderson	_____	No _____
Majerus	_____	No _____
Drotos	_____	No _____
Greseth	_____	No _____

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 12th day of August 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 12th day of August 2021.

Scott Arneson
County Administrator

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBPR) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV **DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V **MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Southeast Minnesota Housing Network:
Three Rivers Community Action, Inc. (Grantee and Fiscal Agent) with Semcac and
Lutheran Social Services of MN (Sub-grantees)
Family Homeless Prevention and Assistance Program Summary

1. The Family Homeless Prevention and Assistance Program (FHPAP) is funded by the Minnesota Housing Finance Agency (MHFA) through Minnesota Statute 462A.204. This program requires a local County Board Resolution of Support (No county financial support is requested or implied at this time).
2. The program is awarded \$1,251,800 for a grant term of October 1, 2021 to September 30, 2023.
3. Three Rivers is the fiscal agent and administrator of this program as well as a service provider for 4 counties. Three Rivers sub-contracts this program to Semcac for 7 counties and Lutheran Social Services of MN for youth services in Rochester. Together, all partners have served approximately 417 households for the current biennium in 11 counties for the prevention and elimination of homelessness.
4. The FHPAP program serves families, youth and singles. Household must be at imminent risk of homelessness and in need of services and/or financial assistance due to a housing crisis. Households must demonstrate financial need where no other resources are available through either public or private sources; or those resources are insufficient to resolve the present crisis and avoid literal homelessness. This program serves households at or below 200% FPG. Each participant receiving FHPAP assistance signs a program agreement and is encouraged to work with our housing advocacy specialists for on-going case management.
5. The FHPAP program is designed to prevent homelessness or help households re-locate without a day of homelessness. An additional goal of the program is to reduce days of homelessness.

**RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF
MINNESOTA HOUSING FINANCE AGENCY
FAMILY HOMELESS PREVENTION & ASSISTANCE PROGRAM**

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide funds for Family Homeless Prevention & Assistance Projects; and,

WHEREAS, the Southeastern Minnesota Housing Network, working through Three Rivers Community Action, Inc. (Grantee), Semcac (Sub-Grantee) and Lutheran Social Service of MN (Sub-Grantee), have submitted a renewal application for the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program; and

WHEREAS, the Southeastern Minnesota Housing Network working through Three Rivers Community Action, Inc., and Sub-Grantees have demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency Family Homeless Prevention & Assistance Program;

WHEREAS, the Family Homeless Prevention & Assistance Grant was awarded to Three Rivers Community Action, Inc. by the Minnesota Housing Finance Agency;

NOW, THEREFORE, BE IT RESOLVED that the Southern Minnesota Housing Network is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program in the county of _____, in Minnesota.

I hereby certify that the above is a true and correct copy of a resolution adopted by the _____ County Board of Commissioners at their session on the _____ day of _____, 2021, and as appears on the minutes of their record of proceedings.

By _____
(authorized officer)

Its _____
(title)



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: Sheriff Marty Kelly
DATE: 8-5-2021
SUBJECT: Patrol Major Position and Step request

Dear Commissioners,

On July 29th, our office suspended the process for our current Patrol Captain opening and re-posted the position as a Patrol Major at the recommendation of the personnel committee. This request is to hire a Patrol Major at grade 87 giving us a clear chain of command in our office and putting the grade back to where it was when I was elected.

I am also requesting board approval to hire the Patrol Major up to a step 7 on the 12 step pay scale, thus saving another personnel committee and waiting for the next board meeting to get approval. Grade 87 on the Goodhue County pay scale ranges from \$75,150 to \$117,312. Step 7 on this scale is \$98,675.

We are currently operating without a Patrol Commander and Chief Deputy Lerfald has assumed this role.

Recommendation:

Approve the hiring of a Patrol Major at grade 87 and allowing me the ability to hire up to step 7 of the Goodhue County pay scale.

In service,

A handwritten signature in black ink that reads "M. Kelly".

Sheriff Marty Kelly

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer



BOARD OF COMMISSIONERS

FY 2021 2nd Quarter Financial Report

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2nd Quarter Financial Report - Revenues

<u>BUDGET VS. ACTUALS</u>	2021	2021	Percent of	
	Budget	Actual	Budget	2020 %'s
Taxes & Penalties	\$ 41,186,296	\$ 22,931,262	56%	53%
Licenses & Permits	498,880	371,846	75%	55%
Intergovernmental	21,392,695	9,177,212	43%	57%
Charges for Services	3,618,935	2,017,232	56%	60%
Fines & Forfeitures	12,800	4,275	33%	35%
Gifts & Contributions	19,550	16,038	82%	68%
Interest	612,730	473,801	77%	58%
Other Revenues & Financing Sources	2,121,827	1,141,537	54%	24%
Transfers In	137,792	252,231	183%	7%
Total Revenues	\$ 69,601,505	\$ 36,385,434	52%	52%
Planned Use of Fund Balance	\$ 6,094,142			
Adjusted Revenues	<u>\$ 75,695,647</u>			

<u>2020 VS. 2021</u>	2020	2021	Over/(Under)	Over/(Under)
	Actual	Actual	Prior Year (\$)	Prior Year (%)
Taxes & Penalties	\$ 21,261,811	\$ 22,931,262	\$ 1,669,451	8%
Licenses & Permits	266,511	371,846	105,335	40%
Intergovernmental	15,703,340	9,177,212	(6,526,128)	-42%
Charges for Services	2,387,622	2,017,232	(370,390)	-16%
Fines & Forfeitures	5,027	4,275	(752)	-15%
Gifts & Contributions	12,167	16,038	3,871	32%
Interest	405,848	473,801	67,953	17%
Other Revenues & Financing Sources	1,285,541	1,141,537	(144,004)	-11%
Transfers In	64,618	252,231	187,613	290%
Total Revenues	<u>\$ 41,392,485</u>	<u>\$ 36,385,434</u>	<u>\$ (5,007,051)</u>	<u>-12%</u>

A

EXPLANATION SECTION

A Decrease in highway user tax funds for road maintenance and construction projects. Amounts are dependent on project plan and actual work completed.

2nd Quarter Financial Report - Expenses

<u>BUDGET VS. ACTUALS</u>	2021 Budget	2021 Actual	Percent of Budget	2020 %'s
Public Assistance	\$ 6,374,134	\$ 2,879,824	45%	47%
Personnel Services	35,544,915	17,107,768	48%	47%
Services & Charges	23,197,551	10,421,707	45%	17%
Supplies & Materials	2,182,320	1,213,221	56%	46%
Capital Outlay	3,154,056	996,473	32%	28%
Debt Service	1,867,858	1,597,324	86%	78%
Other Expenses	2,302,923	2,509,258	109%	101%
Transfers Out	137,792	252,231	183%	15%
Total Expenses	<u>\$ 74,761,549</u>	<u>\$ 36,977,806</u>	49%	38%
Future Fund Balance	<u>\$ 934,098</u>			
Adjusted Expenses	<u>\$ 75,695,647</u>			

B

<u>2020 VS. 2021</u>	2020 Actual	2021 Actual	Over/(Under) Prior Year (\$)	Over/(Under) Prior Year (%)
Public Assistance	\$ 2,980,981	\$ 2,879,824	\$ (101,157)	-3%
Personnel Services	16,541,981	17,107,768	565,787	3%
Services & Charges	4,545,506	10,421,707	5,876,201	129%
Supplies & Materials	1,190,924	1,213,221	22,297	2%
Capital Outlay	981,327	996,473	15,146	2%
Debt Service	1,589,204	1,597,324	8,120	1%
Other Expenses	2,271,949	2,509,258	237,309	10%
Transfers Out	137,711	252,231	114,520	83%
Total Expenses	<u>\$ 30,239,583</u>	<u>\$ 36,977,806</u>	<u>\$ 6,738,223</u>	22%

A

EXPLANATION SECTION

B Decrease in public works road maintenance and construction expenses.

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

B Payments from MN Business & Nonprofit Relief Grant

**General Fund
Fund Balance Report (Cash Basis)
June 2021**

Cash on Hand - General Fund	\$ 30,132,031.93
Restrictions	(1,961,782.23)
Commitments	(2,421,605.90)
Assignments	(3,118,065.49)
Unassigned Fund Balance (Cash on Hand)	\$ 22,630,578.31

Restrictions	2020 Balance	2021 Levy	2021 Revenues	2021 Expenses	2021 Activity (net)	Balance 6/30/2021
Unclaimed Funds	\$ 595.00	\$ -	\$ 168.79	\$ -	\$ 168.79	\$ 763.79
Gravel Pit Closure/Restoration	280,264.00	-	8,469.28	-	8,469.28	288,733.28
Law Library	191,270.00	-	45,303.34	7,936.94	37,366.40	228,636.40
Attorney's Forfeiture Fund	28,535.00	-	6,693.53	10,070.00	(3,376.47)	25,158.53
Attorney Victim/Witness Assistance	5,403.00	-	323.74	-	323.74	5,726.74
Drug Treatment Court	175,035.10	100,000.00	38,912.00	41,083.15	97,828.85	272,863.95
Recorder's Technology Fund	116,423.00	-	61,690.00	41,193.00	20,497.00	136,920.00
Recorder's Compliance Fund	171,254.00	-	67,859.00	22,029.98	45,829.02	217,083.02
Veterans Operational Grant	7,700.00	-	-	6,943.23	(6,943.23)	756.77
Veterans Transportation (donations)	7,801.00	-	4,734.82	12,368.18	(7,633.36)	167.64
Buffer Initiative	347,340.00	-	-	203,810.00	(203,810.00)	143,530.00
Aquatic Invasive Species Prevention	253,075.00	-	-	27,952.36	(27,952.36)	225,122.64
Sheriff's Forfeiture Fund	-	-	-	-	-	-
Sheriff CounterAct	19,060.00	-	1,516.48	-	1,516.48	20,576.48
Sheriff's K-9 Account (donations)	17,103.00	-	2,180.00	-	2,180.00	19,283.00
Gun Permit Application Fees	50,010.00	-	54,510.00	47,179.29	7,330.71	57,340.71
Sheriff's Contingency	481.00	-	1,884.67	-	1,884.67	2,365.67
Enhanced 911 System	204,919.00	-	108,747.46	80,889.30	27,858.16	232,777.16
Correction Service Fee	17,101.00	-	1,010.00	200.00	810.00	17,911.00
Local Correctional Fees (Adult)	52,349.00	-	10,400.49	15,000.00	(4,599.51)	47,749.49
County Ditch #1	72,859.00	-	-	54,543.04	(54,543.04)	18,315.96
Restricted Fund Balance	\$ 2,018,577.10	\$ 100,000.00	\$ 414,403.60	\$ 571,198.47	\$ (56,794.87)	\$ 1,961,782.23

Commitments	2020 Balance	2021 Levy	2021 Revenues	2021 Expenses	2021 Activity (net)	Balance 6/30/2021
Land Use/Environmental Ordinance	\$ 155,168.00	\$ -	\$ 3,128.50	\$ -	\$ 3,128.50	\$ 158,296.50
Petty Cash Change Funds	1,675.00	-	-	-	-	1,675.00
Employee Wellness Committee	7,932.00	-	7,431.71	2,411.41	5,020.30	12,952.30
Byllesby Dam	25,003.00	-	-	2,011.76	(2,011.76)	22,991.24
Compensated Absences	312,804.00	250,000.00	-	239,439.14	10,560.86	323,364.86
27th Payroll	596,741.00	75,000.00	-	-	75,000.00	671,741.00
Tax Court Settlements	226,500.00	-	-	-	-	226,500.00
Natural, tech, human-caused hazards	1,000,000.00	-	-	-	-	1,000,000.00
Tax Forfeited Property Funding	4,085.00	-	-	-	-	4,085.00
Committed Fund Balance	\$ 2,329,908.00	\$ 325,000.00	\$ 10,560.21	\$ 243,862.31	\$ 91,697.90	\$ 2,421,605.90

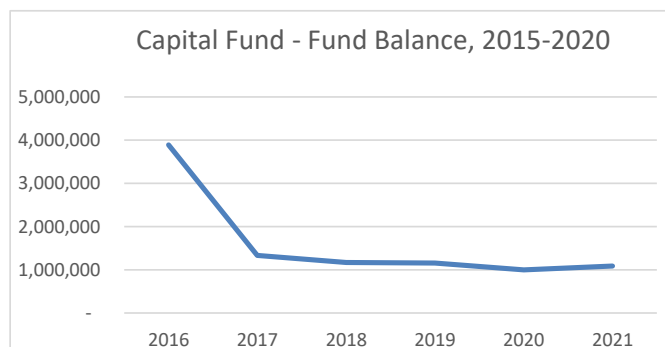
Assignments	2020 Balance	2021 Levy	2021 Revenues	2021 Expenses	2021 Activity (net)	Balance 6/30/2021
Election Activities	\$ -	\$ -	\$ 13,757.74	\$ 15,061.50	(1,303.76)	(1,303.76)
County Motor Pool	104,564.00	-	19,069.50	6,944.48	12,125.02	116,689.02
Inmate Improvement Fund	83,178.00	-	26,812.39	11,544.59	15,267.80	98,445.80
Employee Training & Development	6,400.00	-	-	11,654.45	(11,654.45)	(5,254.45)
Radio Tower Repairs	45,000.00	20,000.00	-	1,406.12	18,593.88	63,593.88
County Program Aid Contingency	1,518,111.00	-	-	-	-	1,518,111.00
Building Contingencies	1,077,784.00	250,000.00	-	-	250,000.00	1,327,784.00
Assigned Fund Balance	\$ 2,835,037.00	\$ 270,000.00	\$ 59,639.63	\$ 46,611.14	\$ 283,028.49	\$ 3,118,065.49

2nd Quarter Financial Report - Capital Plan

2021 CAPITAL PLAN REPORT - SUMMARY					
Through Q2	Budget Request	Capital Carryovers & Bonding Plan Adjustments	Final Budget	Amount Expended	Budget Balance
2021	\$ 2,564,134	\$ 519,916	\$ 3,084,050	\$ 991,512	\$ 2,092,538
2020	\$ 2,876,560	\$ 430,883	\$ 3,307,443	\$ 1,072,688	\$ 2,234,755
2019	\$ 2,819,135	\$ 61,454	\$ 2,880,589	\$ 1,043,738	\$ 1,836,851
2018	\$ 1,263,021	\$ 120,426	\$ 1,383,447	\$ 638,003	\$ 745,444
2017	\$ 2,059,241	\$ 1,017,698	\$ 3,076,939	\$ 1,956,078	\$ 1,120,861
2016	\$ 1,034,972	\$ 5,181,398	\$ 6,216,370	\$ 2,231,943	\$ 3,984,427

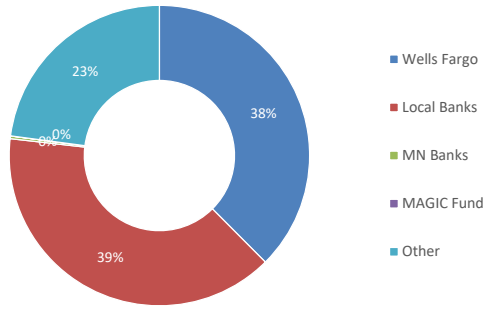
	2021 Budget Request	2020 Capital Carryovers	2021 Final Budget	2021 Amount Expended	2021 Budget Balance
Administration	2,400	-	2,400	-	2,400
Attorney	188,800	-	188,800	-	188,800
County Board	1,550	-	1,550	-	1,550
Courts	16,650	-	16,650	2,492	14,158
Facilities Maintenance	86,700	315,091	401,791	52,624	349,167
Finance & Taxpayer Services	123,487	-	123,487	-	123,487
Fleet	48,000	-	48,000	-	48,000
Health & Human Services	4,850	-	4,850	2,483	2,367
Human Resources	7,400	-	7,400	8,158	(758)
Information Technology	206,746	-	206,746	18,010	188,736
Planning/Building/Zoning/EH	33,450	-	33,450	-	33,450
Public Works	729,625	141,000	870,625	273,304	597,321
<u>Sheriff:</u>					
ADC	48,350	-	48,350	38,058	10,292
Civil/Patrol Division	800,575	51,825	852,400	578,082	274,318
Communication Infrastructure	43,000.00	-	43,000	7,644	35,356
Seasonal B&W	3,000	-	3,000	-	3,000
Surveyor/GIS	3,950	-	3,950	-	3,950
Waste Management	215,601	12,000	227,601	10,657	216,944
Total Capital Plan Budget	\$ 2,564,134	\$ 519,916	\$ 3,084,050	\$ 991,512	\$ 2,092,538
Future Fund Balance	-	-	-	-	-
Other Financing Sources	-	-	-	-	-
Total Capital Plan Levy	\$ 2,564,134	\$ 519,916	\$ 3,084,050	\$ 991,512	\$ 2,092,538

	2021 Summary
2021 Balance Forward	\$ 509,155
<u>Funding Sources:</u>	
Tax Settlement & Related Aids	1,342,015
Sale of Capital Assets (net)	53,439
Energy Rebates	11,950
Other Reimbursements	38,603
Transfers: Other Revenue Sources	123,329
2021 Plan Purchases	(991,512)
6/30/2021	\$ 1,086,979

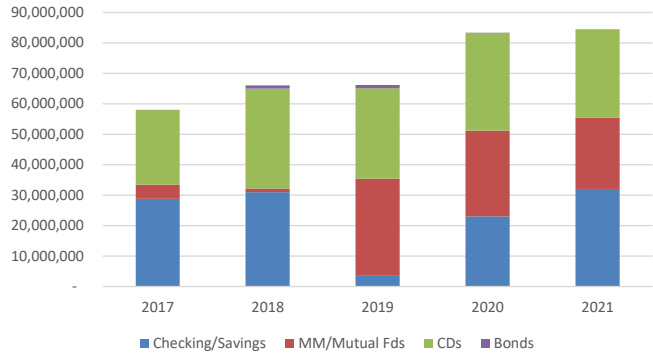


2nd Quarter Financial Report - Investments

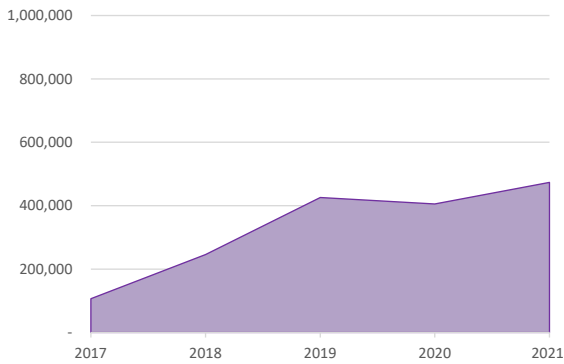
Cash & Investments by Location/Institution



Investments by Type: 2017-2021

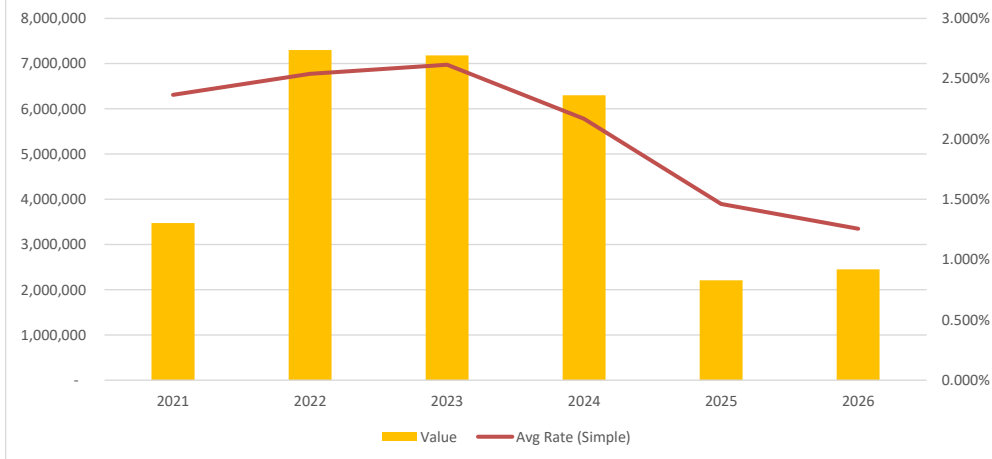


Interest Income: 2017-2021



Yields 6/30/xx	MAGIC Fund	CDs	Ckg/Svgs
2017	0.90%	1.49%	0.00%
2018	2.00%	1.82%	0.00%
2019	2.37%	2.32%	1.50%
2020	0.25%	2.29%	0.05%
2021	0.03%	2.20%	0.01%

Maturities by Amount & Average Interest Rate



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



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: 12 Aug 21 County Board Meeting
Concrete Paving Award

Date: 28 Jul 21

Staff will present an award that was recently received for the 2020 CSAH 21 Concrete Paving Project SAP 025-621-013 on Flower Valley Road between Eagle Ridge Road and TH 61.

MnDOT and the Concrete Paving Association of Minnesota (CPAM) annually select concrete paving projects from the state, counties, and cities that are judged on: project purpose, number of working days, schedule challenges, weather issues, coordination with contractors, material challenges, innovation, sustainability considerations, traffic management, safety, and/or public relations.

Awards are typically announced and handed out at CPAM annual conference, which was cancelled this year due to COVID. Staff was notified a few weeks ago that the above project was awarded a Merit Award in the category of New/Reconstruction Projects on County Highways.

Since the County was awarded this state award, the project is now eligible for competition at the national level for an American Concrete Pavement Association (ACPA) Excellence in Concrete Pavement Award.

Congratulations to the County Board for supporting Public Works highway projects, specifically this concrete pavement project; to our Public Works staff who spent numerous hours working on this high-quality concrete paving project; and to the contractor, Croell Construction of New Hampton, IA.



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: 12 Aug 21 County Board Meeting
Dedicate the New Pavilion at Byllesby Park

Date: 28 Jul 21

Summary

It is requested that the County Board dedicate the soon-to-be built pavilion at Byllesby Park to former Goodhue County Commissioner Richard Samuelson.

Background

Richard Samuelson served as a County Commissioner for 20 years, was a member of the County's Parks, Trails, and Recreation Advisory Board (Park Board) during his service as a Commissioner, and was a resolute supporter of parks and trails in Goodhue County and the region. Even though he retired as a County Commissioner prior to the Master Plan Update project for the County's Byllesby Park, he still attended all the public meetings to stay informed and give his opinion on the development of the park.

The Goodhue County Park Board met on 22 Jul 21. One item on the agenda was the use of donations received in the name of Richard Samuelson, who passed away on 13 Mar 20. The County received \$820 in donations to parks in Richard's name. Several options for use of those funds in the County's Byllesby Park were discussed by the Park Board, including a bench, play ground equipment, or possibly a plaque honoring Richard if the County Board were inclined to dedicate the new pavilion that will be constructed next year to Richard.

Alternatives

- Accept the Parks, Trails, and Recreation Advisory Board's recommendation to dedicate the soon-to-be built pavilion at Byllesby Park to Richard Samuelson, and use the donations received in his name towards a plaque memorializing this dedication.
- Find another use for the donated funds received in his name.
- Take no action.

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

Recommendations

It is the recommendation of staff that the Board accept the Parks, Trails, and Recreation Advisory Board's recommendation to dedicate the soon-to-be built pavilion at Byllesby Park to Richard Samuelson and use the donations received in his name towards a plaque memorializing this dedication.



NEWS & INFORMATION

Eugene and Sherri Betcher Family recognized as a 2021 'U of M Farm Family'

Red Wing Minn. 7-8-2021 —The Betcher family of Goodhue has been named Goodhue County's "2021 Farm Family of the Year" by the University of Minnesota.

Eugene started farming in 1978 on shares with a neighbor. Eugene eventually bought him out. Sherri moved to Minnesota from Colorado and married Eugene in 1999. The couple moved to their current location in 2004. The Betchers operate the farm and do custom planting, spraying and combining. Sherri also owns a floral business.

The Betchers' farm consists of 500 acres of corn, soybeans and hay. In addition to their custom planting, spraying and harvesting work, they custom feed 100 head of cattle in the fall and winter. They also raise Shorthorn cattle and a few hogs for 4-H projects.

Eugene and Sherri's son Ty is married to Kristina and they have one child, Rhyker. Their daughter, Ashlyn, is married to Blake, and Matthew is the Betchers' youngest son.

The Betchers have been active in 4-H for over 21 years serving as 4-H leaders, on the county 4-H council, budget committee, the Goodhue County Extension Committee and any place needed to help 4-H. The Betchers volunteer their time with the Goodhue County Fair and are members of the Minnesota Shorthorn Association, The Minnesota Corn Growers, Pheasants Forever and the Wabasha County Cattlemen. The family is active in their church and Eugene and Sherri coach the Goodhue High School Trap Team.

The families will be officially recognized in a ceremony Thursday, Aug. 5 at the annual Farmfest near Redwood Falls. Profiles of the 2021 honorees and information on the recognition event can be found on the University's farm family website, <https://z.umn.edu/farm-families-year>.

Honored families are chosen, one per county, by local University of Minnesota Extension committees based on their demonstrated commitment to their communities and to enhancing and supporting agriculture.

"These farm families are a major driver of Minnesota's economy and the vitality of Minnesota's rural communities," said Bev Durgan, dean of University of Minnesota Extension. "The University of Minnesota is proud to recognize these farm families for their contributions to agriculture and their communities."

Along with Farmfest, University units sponsoring the recognition event include University of Minnesota Extension, Minnesota Agricultural Experiment Station, the College of Food, Agricultural and Natural Resource Sciences and the College of Veterinary Medicine.

Farmfest runs Aug. 3-5 at the Gilfillan Estate, near Redwood Falls, Minn. Event hours are from 8 a.m. to 4 p.m. Admission is \$8.00 in advance or \$10.00 at the gate and those 17 and under are admitted free. More information on Farmfest is available at <https://www.ideagroup.com/farmfest>.

Note to editors: Photographs of families who attend the Aug. 5 recognition ceremony will be posted online at <https://z.umn.edu/farm-families-year> after Aug. 15.

For more news from U of M Extension, visit www.extension.umn.edu/news or contact Extension Communications at extnews@umn.edu. University of Minnesota Extension is an equal opportunity educator and employer.

**Goodhue County Public Works
Project Status Report for August 12, 2021**

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	Bidding	
	Road Construction	
CR 44	Bridge L0521	Bid to be awarded to Structural Specialties. Construction anticipated to begin on August 16, 2021.
CSAH 24	CSAH 24: SEC-N Grading, Aggregate Base & Shouldering, Storm Sewer	Project awarded to Northland Grading & Excavating. Construction began June 7 th with grading activities just south of TH 19 to CSAH 25.
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. Construction in progress.
Various	Aggregate Surfacing CR 42, 45, 46, 52, 55	Construction completed. Need to final.
Various	Seal Coat CSAH 14, 30, 64, and Kenyon Shop Parking Lot	Construction completed. Need to final.
Various	Bridge Maintenance & Guardrail	Construction completed. Need to final.
CSAH 6	Concrete Paving TH 58 – 435 th Street	Construction completed. Need to final.
CSAH 6	Grading TH 58 – 435 th Street	Construction completed. Need to final.
	Maintenance Department	
Various	Ditch Mowing & Spraying	Work in progress.
Various	Aggregate Shouldering & Repairs CSAH 2, 3, 5, 11, & 16	Work in progress.

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
Various	Bituminous Patching & Repairs CSAH 16 & CR 53	Work in progress.
Various	Ditch Cleaning CSAH 2, 7, & 49	Work to begin mid-August.
	Planning & Studies	
St Paul - Chicago	Great River Rail Commission	The Commission continues to advocate for the Twin Cities – Milwaukee – Chicago Intercity City Passenger Rail Service, or the TCMC Second Train, or the TCMC second train to Chicago. The State Legislature approved funding of \$10 million to provide the final piece of funding for stops at points in southeast Minnesota and Wisconsin. If all plans materialize, rail service could begin as early as 2023.
Red Rock Corridor	Commuter Rail Planning (RRC Commission)	The Commission determined Bus Rapid Transit to be the best alternative and has adopted the Final Report. An implementation plan for a future extension of the Bus Rapid Transit (BRT) line to Hastings is in various stages of implementation.
Zip Rail Rochester – Twin Cities	High Speed Rail Planning (OCRRA & Mn/DOT)	MnDOT announced their project is “shelved” and no further public work is to be done. A Tier 1 EIS was not completed. A private firm analyzed the feasibility of a zip rail along the same alignment, but their work was non-public and no communication has been made by them for some long time.