



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Vice Chair)
District 3
Robert Burns
District 4
Teresa Walter (Chair)
District 5
Fred Arnold

HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

9:30, October 8, 2019, County Board Room, Historic Courthouse

CALL TO ORDER PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES (24 Sep Board Meeting, 1 Oct Workgroup Session)

PUBLIC COMMENT

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements
- 2) Affirm the following personnel actions:
 - i. TBD

ACTION ITEMS

- 1) Consider approving the Winona-Houston County Detention Center Inter-Agency Service Agreement. (Inglett)
- 2) Consider approving the Conditional Use Permit for Stewart Owens to build a dwelling on less than 40 acres in an agricultural district with the condition that the Permittee shall comply with all federal, state, and local laws and regulations. (Lacher)
- 3) Consider approving a Pre-Design Site Design agreement with Barrientos Design and Consulting for the future Highway Department Complex. (Babinski)
- 4) Consider Resolution 19-xx Authorization to Sell Land Parcel #21.1152.002 Through Sealed Bid Auction. (Babinski)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. AMC District Meeting
 - b. AMC Legislative Priorities for 2020
 - c. NG E911-GIS Grant submission
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

- 3 October: MN House Tax Committee Mini-Session
7 October: “Solar in St. Charles” Session
8 October: Regular Board Meeting
(Land Use/Public Works and Public Health and Human Services Standing Committees)
15 October: Workgroup Session
22 October: Regular Board Meeting
(Finance Standing Committee)
28 October: AMC District 9 Fall Meeting (Dodge County)
29 October: No Meeting
5 November: Workgroup Session – Strategic Planning Session
12 November: Regular Board Meeting
(Land Use/Public Works and Public Health and Human Services Standing Committees)
19 November: Workgroup Session
26 November: Regular Board Meeting
(Finance Standing Committee)
28/29 November: Thanksgiving Holiday
2 December: Truth in Taxation (6:00pm)
3 December: Board Meeting
(Land Use/Public Works and Public Health and Human Services Standing Committees)
9-11 December: AMC Annual Conference
17 December: Board Meeting
(Finance Standing Committee)
25/25 December: Christmas Holiday

**WINONA COUNTY
HOUSTON COUNTY**

Detention Center Inter- Agency Service Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the County of Winona, Minnesota acting through its Board of Commissioners, (hereinafter WINONA), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, WINONA AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and

WHEREAS, WINONA desires to board persons charged, convicted, sentenced, or otherwise legally placed in the custody of WINONA, at the Houston County adult detention center facility, hereinafter the HCDC, located at 306 South Marshall Street, Caledonia, Minnesota, and

WHEREAS, HOUSTON represents it has staff that is duly qualified, appropriate and available facilities, and willing to perform the services set forth in this CONTRACT.

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective upon the date the final required signature is obtained by both parties, and shall remain in effect for one year commencing January 1, 2020 through December 31, 2020, unless cancelled pursuant to the provisions set forth in clause V herein.

II. HOUSTON'S DUTIES

A. Detention Services. HOUSTON shall:

- Provide a minimum of 15 beds per day for the duration of this agreement. Nothing herein prevents HOUSTON from offering more beds to WINONA should HOUSTON have capacity to do so and WINONA have a need to contract for such.
- Accept all individuals presented as WINONA detainees from authorized WINONA personnel. HOUSTON shall not initially refuse detainees transferred from WINONA unless the 15 bed block is at capacity. HOUSTON shall remain responsible for the daily care of these detainees until released upon completion of sentence or transferred by WINONA.

- **Right to Transfer:** HOUSTON reserves the right to require transfer of a WINONA detainee who, after initial acceptance, presents an imminent danger of bodily harm to HCDC inmates, staff, or their agents.
 - HOUSTON shall notify WINONA of the above demand in writing. HOUSTON County Sheriff will arrange for a meet and confer conference with the WINONA County Sheriff regarding the request for transfer.
 - HOUSTON will allow up to 72 hours for WINONA to transfer their detainee to another facility.
 - WINONA shall be responsible for locating another suitable facility for the detainee and shall utilize good faith efforts in searching for another facility. If WINONA is unable to locate a facility within the 72 hour timeframe with regard to detainees under the classification of maximum security, WINONA shall utilize good faith efforts in expediting any court process required to transfer the detainee to another facility. WINONA shall pay an additional negotiated fee for the detainee to cover additional expenses incurred by HOUSTON as a result.
- Provide the necessary and appropriate dietary program for each detainee, which shall include three dietician-approved meals each day. Detainees on a work release program shall be provided with a box lunch for the day. Provide for the secure custody, care, and safe keeping of WINONA detainees in accordance with the Minnesota Department of Corrections rules, regulations, and procedures and other state laws or court orders applicable to the operations of the facility. This includes the provision of appropriate detainee clothing. HOUSTON shall dispose of any unclaimed detainee property 30 days after the detainee's release.
- Release WINONA detainees upon completion of the detainees' sentences.

B. Medical and Dental Services. HOUSTON shall:

- Provide WINONA detainees the same level of medical/dental care and services provided to HOUSTON detainees.
- WINONA will remain responsible for medical and dental care from any pre-existing medical conditions of the detainee or conditions requiring medical care that result from natural cause.
- Medical and dental care expenses resulting from the unpreventable actions or inactions of WINONA detainees shall be the responsibility of WINONA.

- Medical and dental care expenses resulting from negligent actions or inactions of HOUSTON staff that is not in compliance with HCDC policy and procedure, and/or not in compliance with the requirements in Minnesota Administrative Rule Chapters 2900 and 2911, will be the responsibility of HOUSTON.
- Except in the event of a medical emergency, HOUSTON shall notify WINONA and obtain prior written authorization for the removal and transporting of a WINONA detainee for offsite medical services. In the event of a medical emergency HOUSTON shall notify WINONA of the medical emergency as soon as practicable to do so.
- Attempt resuscitation procedures on all WINONA detainees unless a sign Do Not Resuscitate Statement is on file with the HCDC.

C. Records and Reports. HOUSTON shall:

- Maintain records relating to all services provided under the terms of this CONTRACT and retain requisite documentation for three (3) years following the termination of this CONTRACT. Such records shall be made available for audit or inspection at any time upon request of WINONA or its authorized representative. Upon release of a detainee HOUSTON shall forward copies of such detainee's records collected, generated, and maintained by HOUSTON to the WINONA.
- Provide WINONA with written notice of all claims filed by any party against it concerning boarding/detention services.
- During the term of this CONTRACT, HOUSTON shall submit to WINONA copies of all inspection reports completed by the Federal Bureau of Prisons, the Minnesota Department of Corrections or any other State or Federal agency relating to the HCDC.

III. WINONA'S DUTIES

A. Delivery of Detainees. WINONA shall:

- Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by WINONA, WINONA shall take immediate custody of the detainee, or detainee shall be released from the HCDC.
- Notify in writing (Health Transfer Form) HOUSTON of any special medical requirements of detainee before the detainee is accepted by HOUSTON.

- Notify HOUSTON in writing of any special dietary requirements of a detainee prior to the detainee being accepted by HOUSTON.
- B. Pay for Stay. WINONA shall:
- Invoice WINONA detainees and collect any *Pay for Stay* charges directly from their detainee.
- C. Transportation. WINONA shall.
- Provide transportation and security for detainees requiring removal from the HCDC. WINONA may by mutual agreement arrange for HOUSTON to transport WINONA detainees at the mileage and HOUSTON officer rates set forth in Article IV herein.

IV. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration. All services performed and materials supplied by HOUSTON pursuant to this CONTRACT shall be paid by WINONA as follows:
- Compensation. WINONA agrees to pay HOUSTON:
 - Eight hundred twenty five dollars (**\$825**) per day; fifty five dollars (**\$55.00**) per detainee per day per bed for “guaranteed minimum” 15 beds.
 - Fifty five dollars (**\$55.00**) per detainee per day per bed for every detainee over the 15 guaranteed minimum. Subject to available bed space.
 - (A day is defined as any portion of portion of a 24 hour calendar day that a detainee is admitted to the HCDC. For example, a detainee arrives for booking at 23:45 PM and is released at 08:00 AM the following morning results in a billing for two days.)
 - Forty dollars (**\$40.00**) per hour per HOUSTON officers for transporting and escorting WINONA detainees to offsite, non HCDC, locations. (The parties agree to a one hour minimum fee per officer per transport.)
 - Special Supervision Detainees. In the event a Winona County detainee requires special supervision needs, Winona agrees that the compensation for those inmates may be increased when supported by HCDC staff reports. The increased per day boarding rate shall be compensated at \$100.00/per day commencing the time the detainee requires special supervision. Conditions that fall under Special Supervision include:
 - Frequent Well-Being Checks (FWBC) 15 minutes or less
 - Disciplinary Segregation – 30 or more days in segregation for single or combined major violations
 - Assaultive behavior against HCDC staff or HCDC inmates

- Prolonged disciplinary isolation/segregation
- Administrative Segregation – Housed single for inmate/staff safety and security (mental health/behavioral, detox, alcohol and controlled substance withdrawals, etc.)

- Reimbursement

- As delineated in paragraph II.B above, 3rd party billing relating to the medical/dental care and treatment of WINONA detainees should be direct billed to WINONA. In the event HOUSTON is held responsible by the medical/dental provider for nonpayment, WINONA shall promptly reimburse HOUSTON costs of all medical and health service billings along with any assessed interest payments. Medical/dental treatment that is delineated as the responsibility of HOUSTON will remain billed to HOUSTON and reimbursement from WINONA will not be required.
- Mileage incurred by HOUSTON in transporting of WINONA detainees in HOUSTON owned vehicles shall be at the current federal GSA mileage reimbursement rate.

B. Payments. HOUSTON will provide WINONA an itemized invoice by the 5th day of the month for the preceding month's services and costs. All invoices are due and payable by the last business day of the same month. Payments shall be payable to the Houston County Treasurer and delivered to the Houston County Sheriff, Room 116, 306 South Marshall Street, Caledonia, MN 55921. Each payment should reference the HCDC Invoice by number and billing month.

V. **AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

A. HOUSTON's authorized representative for the purpose of administration of this contract is:

Name: Mark Inglett
Houston County Sheriff
Address: 306 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-3379
E-Mail: mark.inglett@co.houston.mn.us

Such representative shall have authority to approve issuance invoices for billing pursuant to Clause IV, paragraph A.

B. WINONA'S authorized representative for the purpose of administration of this contract is:

Name: Ron Ganrude
Winona County Sheriff
Address: 201 West Third Street
Winona, Minnesota 55987
Telephone: (507) 457-6367
E-Mail: rganrude@co.winona.mn.us

VI. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time, with or without cause, upon six months written notice to the other party.

Should conditions arise making it impractical or undesirable for HOUSTON to continue to house detainees in accordance with the provisions herein, HOUSTON may:

- Temporarily suspend or restrict the number WINONA detainees upon a minimum of a two week written notice to WINONA. Should this event occur HOUSTON shall provide regular updates to WINONA as to the status of the suspension or limitation of services under this CONTRACT.
- Terminate this agreement by providing a minimum thirty day written notice to WINONA in advance of the effective termination date.

The parties agree to the notice provisions set forth in Article VI should an emergency situation require the immediate relocation of detainees.

In the event of such a cancellation, HOUSTON shall be entitled to all accrued compensation and reimbursement for expenses set forth in Article IV herein.

VII. FORCE MAJEURE EVENT

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the HCDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify WINONA of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to WINONA as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

VIII. ASSIGNMENT

HOUSTON shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of WINONA.

IX. LIABILITY

HOUSTON employees at all time remain under the direction and supervision of HOUSTON. WINONA employees at all time remain under the direction and supervision of WINONA. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

WINONA agrees to reimburse HOUSTON for any and all Workers' Compensation claim expenses related to injuries incurred by HOUSTON employees while transporting and escorting WINONA detainees at WINONA's direction to non HCDC locations.

X. INSURANCE REQUIREMENTS

HOUSTON AND WINONA shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties ^{County Governmental P/O} Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and WINONA agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

An ACCORD Certificate of Liability Insurance for the above listed coverage shall be supplied by WINONA to HOUSTON and HOUSTON to WINONA for each calendar year covered by the term of this CONTRACT.

Each party agrees to immediately notify the other party should it cease to maintain the listed coverage through MCIT.

XI. GOVERNMENT DATA PRACTICES ACT

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by WINONA in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by HOUSTON in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either WINONA or HOUSTON.

HOUSTON will not release any data collected by, maintained, or generated by or on-behalf of WINONA. Further, HOUSTON will notify WINONA within two business days of any request it receives to release data for which WINONA is responsible.

In the event HOUSTON receives a request to release the data regarding WINONA detainees, HOUSTON should immediately notify WINONA. WINONA will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released.

XII. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

XIII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: IX, Liability; XI, and Government Data Practices Act.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signatures)

County Board Chair

Date: _____



County Administrator

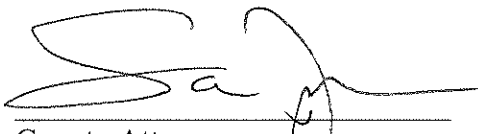
Date: 7-7-19



County Sheriff

Date: 8/8/19


APPROVED AS TO FORM



County Attorney

Date: 8-8-19

APPROVED AS TO EXECUTION



County Attorney

Date: _____

APPROVED:

WINONA COUNTY

By: (authorized signatures)



County Board Chair

Date: 9-24-2019



County Administrator

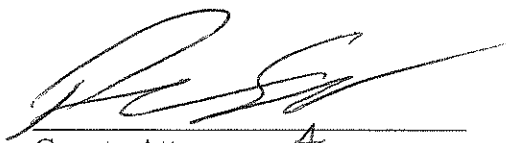
Date: 9-24-19



County Sheriff

Date: 8-12-19

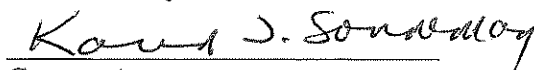
APPROVED AS TO FORM



County Attorney, Assistant

Date: 8/7/19

APPROVED AS TO EXECUTION



County Attorney

Date: 9/28/19

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 30-Sep-19

Person requesting appointment with County Board: Aaron Lacher

Issue:
Approve 1 Conditional Use Permit: CUP to build a house on less than 40 acres in an ag district in Money Creek Township. (CUP was approved by the Planning Commission on September 26, 2019.)

Justification:

Action Requested:
Final Approval by the County Board. (Agenda, Hearing Notice, Findings and Staff Report are attached.)

For County Use Only						
Reviewed by:	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
Recommendation:						
Decision:						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste ● Recycling ● Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 ● Fax: (507) 725-5590



STAFF REPORT 9/17/2019

Application Date: 9/6/2019
Hearing Date: 9/26/2019
Petitioner: Steward Owens and Jeffrey Beckman (co-applicant)
Reviewer: Aaron Lacher
Zoning: Ag Protection
Address: 19016 Perkins Valley Dr
Township: Money Creek
Parcel Number: 100252000
Submitted Materials: CUP Application, Septic Site Evaluation

OVERVIEW

REQUEST

The Applicants request a CUP to build a dwelling on less than 40 acres in an agricultural district.

SUMMARY OF NOTEWORTHY TOPICS

Non-farm dwellings are subject to the following (14.3 subd. 1 (10)):

- (a) No more than one (1) dwelling per quarter-quarter section.*
- (b) Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*
- (c) Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.*
- (d) Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.*

(e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty-three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.

The applicants are seeking a variance from requirement (d) concurrent with this application as they seek approvals needed to rebuild on an existing farmstead believed to have been established in 1888. The existing buildings are in various states of dilapidation, and the applicants have indicated plans to remove six of seven structures (Figure 1). The sole building to remain is a 20' x 40' garage constructed of concrete block, positioned very near the town road (approximately 20'), and considered to be a legal nonconforming structure on account of its 19th century origin.



Figure 1 Buildings to be Removed

Ownership of the property was transferred to the co-applicant, Jeffrey Beckman, in 2005. The existing house is believed to have been inhabited until sometime in the early 2000s. Because it has been vacant since at least 2005, the house no longer retains dwelling status for zoning purposes. There are no other dwellings in the qtr, the NE NE.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Money Creek Township and the ten closest property owners were notified. No comments were received.

SITE CHARACTERISTICS

The farmstead is located on 34 acre parcel (Figure 2). There is approximately 2,700' of frontage on Perkins Valley Dr., which extends through the farmyard, separating the house from the larger outbuildings. A building envelope approximately 1 acre in area is north of the road, upon which sit the house and several outbuildings, including the garage that is proposed to remain (Figure 2). Beyond maintaining the garage, no additional development is proposed in this area at this time. South of the road, bound by the road to the north

and a steep slope to the south, there is a building envelope measuring approximately 0.8 acres in area (Figure 2). Note that area calculations include the public road for which there is a four rod right-of-way. A new house, well, and septic are proposed in this area, and require CUP. As part of their application, the applicants submitted a preliminary assessment completed by a septic designer that identifies locations for two drainfields.



Figure 2 Subject Parcel



Figure 3 Approximate Site Plan - Prepared by Staff

The proposed building site is on a 2% slope, on ground never in production. The parcel extends into two qtr qtrs, however only the NE NE is eligible for a dwelling. Within the NE NE, the balance of the property consists of steep slopes and floodplain (Figure 4). An intermittent stream runs to the southeast into the Root River. The proposed building site is at an elevation of 750' and above, well above the base flood elevation of 698'. A registered feedlot is located approximately 2110' to the east, beyond County setback requirements.



Figure 4 Floodplain and 2' Contours

EVALUATION

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The proposal is to reuse an existing building site, an action that is encouraged. All other performance standards can be met, or a variance has been sought.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: A CUP is needed to in order to permit a dwelling on <40 acres in the ag district.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: No impacts are anticipated.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: No impacts are anticipated.

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: A septic designer has evaluated the site and identified two areas suitable for waste treatment.

6. That potential pollution hazards been addressed and that standards have been met.

Staff Analysis: A compliant septic system will be installed, negating the only potential pollutant identified.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: All necessary infrastructure is in place, or can be placed.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: NA

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: NA

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: The removal of several dilapidated buildings is more likely to enhance the enjoyment of neighboring properties.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: The proposal is in accord with the County's density requirements. No impacts on surrounding development are anticipated.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: NA

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: The proposal is in accord with the County's density requirements.

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: NA


15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: No impacts to the public's health, safety, morals, and general welfare are anticipated.

RECOMMENDATION

The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend requiring the following condition:

1. The Permittee shall comply with all federal, state, and local laws and regulations.

Number 2019- CUP- 50376	Stewart Owens, applicant; Jeffrey Beckman, co-applicant 100252000 Conditional Use Request Submitted by arlin peterson on 8/25/2019	
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CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 8/25/2019 3:10:45 PM and saved by: arlin peterson

A Conditional Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 6.5 of the ordinance.

When submitting an application, the information requested in this form is required. You may be asked to provide additional information as deemed necessary by the Zoning Office, the Planning Commission, or the County Board.

A non-refundable application fee and recording fee are required before an application is considered complete.

Prior to completing this form, a pre-application meeting with County Zoning is strongly recommended.

Conditional Use Application Fee **\$500.00**

Recording Fee **\$46.00**

Application Type:
Conditional Use

APPLICANT INFORMATION [\[Edit\]](#) Last updated: 8/25/2019 3:12:30 PM and saved by: alacher

Applicant Name **Stewart Owens, applicant; Jeffrey Beckman, co-applicant**

Telephone Number **5074597954**

Address **4095 State 76**

City **Houston**

Zip **55943**

Parcel Tax ID **100252000**

Legal Description **Sect-26 Twp-104 Range-007 34.86 AC PT N1/2 NE1/4 SURVEY #32 DOC 243198**

Section-Township-Range **26-104-007**

Do you own additional adjacent parcels **No**

Township of: **Money Creek**

Applicants are required to inform township boards of their application.

Please reference the table below and contact the official for your township.

I understand I am required **Yes** to inform my township of my application.

Township Contacts

CONDITIONAL USE REQUEST [Edit] Last updated: 8/25/2019 3:28:05 PM and saved by: alacher

[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

We are asking to build a house on a parcel that is 34.86 acres. we will be tearing down the existing dilapidated buildings. We will be grooming the area after building and

will build in accordance with set backs. Our realtor, Pete Peterson met with Aaron Lacher at the site and did the appropriate measurements. Aaron Lacher is in agreement that the site would be aesthetically improved, if this were to occur. This would provide more additional tax for the Township and the County.

Citation of Ordinance Section from which the Conditional Use is requested: **6.8**

Requested Dimension:

Please upload any supporting documents:

[Stewart Owens Site Eval.docx \(download\)](#)
[Supplemental Docs 9-6-19.pdf \(download\)](#)

CONDITIONAL USE FINDING OF FACTS [Edit] Last updated: 8/25/2019 3:41:50 PM and saved by: arlin peterson

[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

1. That the proposed use conforms to the County Land Use Plan.

Yes

Comments:

Aaron Lacher has visited the site and has done all the appropriate measurements.

2. That the applicant demonstrates a need for the proposed use.

Yes

Comments:

We would like to build a house.

3. That the proposed use will not degrade the water quality of the County.

Yes

Comments:

This property is located above the flood plain so it will have no affect on the water quality.

Yes

4. That the proposed use will not adversely increase the quantity of water runoff.

Comments: **The house site will be built on level land.**

Yes

5. That soil conditions are adequate to accommodate the proposed use.

Comments: **Soil type appears to be loam.**

Yes

6. That potential pollution hazards have been addressed and standards have been met.

Comments: **This does not apply.**

Yes

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Comments: **Adequate drainage has been added to the property and future adaptations will be met after the house is built.**

Yes

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Comments: **There will be no additional parking only homeowners.**

Yes

9. That adequate facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Comments: **This is a County township road with minimal traffic.**

Yes

10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Comments: **There are no homes in the immediate vicinity.**

Yes

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Comments: **The surrounding areas are crop land fields.**

Yes

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Comments: **This does not apply to the building site.**

Yes

13. That the density of any proposed residential development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district

Comments: **Homes in this area are located on 40 acres separate parcels.**

Yes

14. That the density of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district.

Comments: **This does not apply.**

Yes

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Comments: **There are no safety and health issues on this site.**

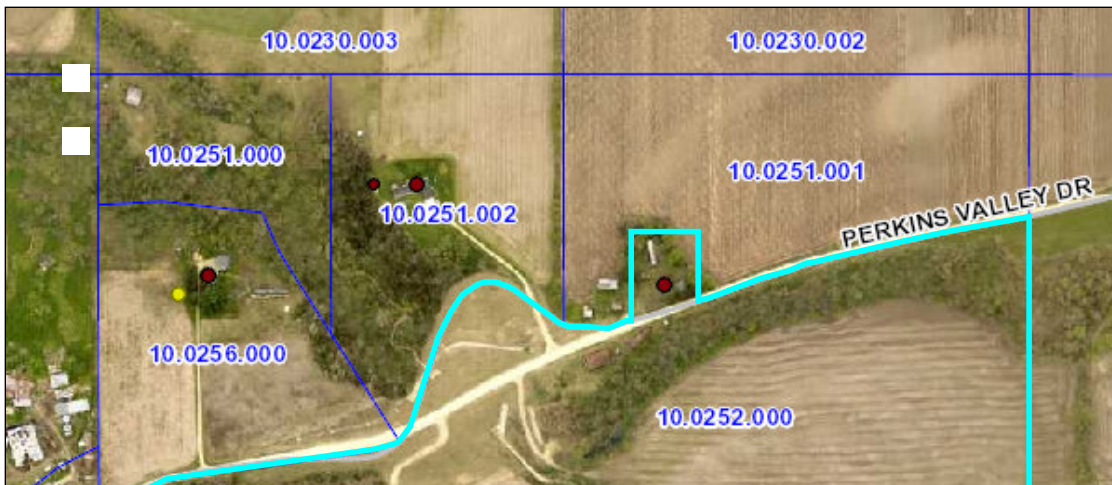
SITE PLAN INFORMATION [Edit] Last updated: 8/25/2019 3:43:19 PM and saved by: alacher

A site plan MUST accompany all Applications. You may either upload a drawing or use the interactive map below.

[Supplemental Docs 9-6-19.pdf \(download\)](#)

Upload Site Plan

Use Interactive Map to Create Site Plan



Layer List:

- NG911 Address Points
- Wells_MWI_Jan_2018
- Contours
- Septic Permit
 - Septic Permits
- Corporate Limits
- Political Townships
- Subdivisions
- Blocks



- Lot Boundaries
- Parcels
-
- Roads
-
- Streams
- Floodplain (Effective 12/7/2018)

The building site will be in the center area of the parcel.

Use the space below to include site plan comments, if necessary

APPLICATION SUBMITTAL [Edit] Last updated: 8/25/2019 3:45:58 PM and saved by: arlin peterson

By checking this box, I grant Houston County access to my property for the purpose of evaluating this application. **Yes**

By checking this box, I certified that I have notified my town board of my application. **Yes**

By checking this box, I certify that the information provided in this application is true and accurate to the best of my knowledge. **Yes**

Signature

Signature

Date Signed:
08/25/2019

Check this box if Staff Signature on behalf of Applicant. **No**

APP SUBMITTED/PAYMENT SELECTION Last updated: 8/28/2019 11:55:41 AM and saved by: Holly Felten

Fee amount paid: **\$546**

MONEY CREEK TOWNSHIP REVIEW [Edit] Last updated: 8/28/2019 11:56:04 AM and saved by: Holly Felten

Notice to Township

Date email sent:
08/28/2019

DATES [Edit] Last updated: 9/8/2019 12:25:50 PM and saved by: alacher

Application Date (Complete Application)	9/6/2019
Advertising Date	9/11/2019
Planning Commission Meeting Date	9/26/2019
Meeting Time	7:00 PM
Comments	Applicant is also applying for a variance to build on site with less than 0.9 acres of buildable area.



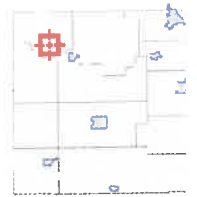
Beacon™

Houston County, MN

O = To be removed



Overview



Legend

- Corporate Limits
- Political Township
- Parcels
- Roads

Parcel ID 100252000
 Sec/Twp/Rng 26-104-007
 Property Address 19016 PERKINS VALLEY DR
 HOUSTON

Alternate ID n/a
 Class 101 - AGRICULTURAL
 Acreage 34.86

Owner Address BECKMAN,JEFFREY
 10982 RISING SUN DR
 HOUSTON, MN 55943

District MNCRT/SD294/FD5
 Brief Tax Description Sect-26 Twp-104 Range-007 34.86 AC PT N1/2 NE1/4 SURVEY #32 DOC 243198
 (Note: Not to be used on legal documents)

Date created: 8/29/2019
 Last Data Uploaded: 8/28/2019 11:25:07 PM

Developed by Schneider
 GEOSPATIAL

W



ALT
SEPTIC

Septic

House

Well



ADDENDUM TO PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date 8/27/2019

2. Page 1

3. Addendum to Purchase Agreement between parties, dated 8/06/2019, pertaining to the
4. purchase and sale of the Property at 19016 Perkins Valley Drive Houston, MN

5. _____
6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.

8. Seller, Jeff Beckman, agrees to allow buyer, Stuart Owens, to apply for a Houston County Minnesota
9. Conditional Use Permit for building site to be approved on south side of Perkins Valley Drive.

10. Seller agrees to pay 50% of the bill for the application process for the Conditional Use Permit.

11. Seller and Buyer agree to move closing date to October 15, 2019.

- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____
- 26. _____
- 27. _____
- 28. _____
- 29. _____

30. _____
31. Jeff Beckman 8-27-19 Stuart Owens 8-28-19
(Seller) (Date) (Buyer) (Date)
32. _____ Louie VanGundy 8/28/19
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



Site Evaluation
19016 Perkins Valley Dr.
Houston, MN 55943
PIN# 10.0252.000

I was contacted to perform preliminary borings for 19016 Perkins Valley Dr. Houston, MN 55943 / PIN# 10.0252.000. The borings were to establish that the potential for two TYPE I sites for a soil treatment area. Potential buyer of the property indicated the buildings currently on the south side of Perkins Valley Dr. would be removed and a home would be constructed in the future. All the preliminary borings were conducted on the south side of Perkins Valley Dr.

Results:

Boring #1:

0" to 12" Fine Sand

12" to 36" Coarse Sand with stratifications

Limiting Layer 12"

GPS Coordinates: N 43 47.187' W 091 38.158'

Boring #2:

0" to 16" Fine Sand

16" to 24" Coarse Sand with stratifications

Limiting Layer 16"

GPS Coordinates: N 43 47.188' W 091 38.140'

Boring # 3:

0" to 12" Fine Sand

12" to 24" Medium Sand

Limiting Layer 12"

GPS Coordinates: N 43 47.190 W 091 38.129'

Boring #4:

0" to 34" Medium Sand

No indications of Limiting Layer

GPS Coordinates: N 43 47.145' W 091 38.238'

Boring #5:

0" to 40" Medium Sand

No indications of Limiting Layer

GPS Coordinates: N 43 47.137' W 091 38.249'

The borings were conducted on 9/2/2019 at approximately 9:00 AM. Based on the preliminary borings the site has the potential for two or more TYPE I sites. Placement of buildings are subject to change potential Type I sites.

The findings are strictly preliminary and are not an indication of the system types to be installed.

Chance Nelson

Lic# 3647

Cert# 9386

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Stuart Owens and Jeff Beckman DATE: September 26, 2019

C.U.P. REQUESTED: Build a dwelling on less than 40 acres in an agricultural district.

The Planning Commission shall not recommend a conditional use permit unless they find the following:

FINDINGS OF FACT

Section 11.5 of the Houston County Zoning Ordinance requires the following:

(SA = Staff Analysis)

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The proposal is to reuse an existing building site, an action that is encouraged. All other performance standards can be met, or a variance has been sought.

Bob Burns – Yes, Everyone is in favor, variance has been approved.

Daniel Griffin – Yes

Larry Hafner – Yes, Agrees with SA and Bob Burns.

Edward Hammell – Yes

Rich Schild – Yes

Jim Wieser – Yes, Improving existing building site.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: A CUP is needed to in order to permit a dwelling on <40 acres in the Ag district.

Bob Burns – Yes, No one disagrees.

Daniel Griffin – Yes

Larry Hafner – Yes, Agrees with SA.

Edward Hammell – Yes

Rich Schild – Yes

Jim Wieser – Yes

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: No impacts are anticipated.

Bob Burns – Yes, Agrees with SA.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

Rich Schild – Yes

Jim Wieser – Yes

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: No impacts are anticipated.

Bob Burns – Yes, Agrees with SA and Jim Wieser.

Daniel Griffin – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes, Agrees with SA.
Jim Wieser – Yes, Removal of old buildings will decrease runoff.

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: A septic designer has evaluated the site and identified two areas suitable for waste treatment.

Bob Burns – Yes
Daniel Griffin – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
Jim Wieser – Yes, Agrees with SA.

6. That potential pollution hazards been addressed and that standards have been met.

Staff Analysis: A compliant septic system will be installed, negating the only potential pollutant identified.

Bob Burns – Yes, Agrees with SA.
Daniel Griffin – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
Jim Wieser – Yes

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: All necessary infrastructure is in place, or can be placed.

Bob Burns – Yes
Daniel Griffin – Yes, Agrees with SA.
Larry Hafner – Yes
Edward Hammell – Yes, Short driveway.
Rich Schild – Yes
Jim Wieser – Yes, Agrees with Ed Hammell.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: NA

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: NA

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: The removal of several dilapidated buildings is more likely to enhance the enjoyment of neighboring properties.

Bob Burns – Yes

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

Rich Schild – Yes, Buildings are about to fall down, removing them will make the valley nicer.

Jim Wieser – Yes, Neighbors are in favor.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: The proposal is in accord with the County's density requirements. No impacts on surrounding development are anticipated.

Bob Burns – Yes

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes, Increases development in area.

Rich Schild – Yes

Jim Wieser – Yes

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: NA

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: The proposal is in accord with the County's density requirements.

Bob Burns – Yes, Agrees with SA.

Daniel Griffin – Yes, only house in the quarter quarter.

Larry Hafner – Yes

Edward Hammell – Yes

Rich Schild – Yes, Agrees with SA.

Jim Wieser – Yes

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: NA

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: No impacts to the public's health, safety, morals, and general welfare are anticipated.

Bob Burns – Yes, Agrees with SA.

Daniel Griffin – Yes

Larry Hafner – Yes, Getting rid of old buildings increases safety.

Edward Hammell – Yes

Rich Schild – Yes, Agrees with SA and Larry Hafner.

Jim Wieser – Yes, Agrees with Larry Hafner.

Bob Burns made the motion to recommend the Houston County Board approve the Conditional Use application to build a dwelling on less than 40 acres in an agricultural district with the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. Buildings identified for removal in the application materials shall be removed by December 1, 2020.

Rich Schild seconded. Motion carried. The Findings will be submitted to the Houston County Board of Commissioners for their review.



August 9, 2018

Mr. Jeff Babinski
County Administrator
Houston County
Caledonia, MN 55921

**RE: HIGHWAY GARAGE FACILITY PRE- DESIGN
Scope of Architectural Planning Services**

Dear Jeff,

In following with our discussion, I am pleased to present this proposal of architectural planning services for Pre-Design services for a new Houston County Highway Garage.

Houston County has purchased parcels of land adjacent to the current Yard with the intent of redeveloping the Highway facility within this new configuration of land. It is anticipated that the new Garage will be comprised of the following building elements: heated parking for trucks and construction equipment, repair shop, fabrication shop, sign shop, parts storage, bulk and material storage, crew quarters and supervisorial offices. The Yard is anticipated to contain: cold storage buildings, salt storage, fueling, loading, stockpiling, parking and stormwater detention.

Currently, it is anticipated that most structures on site will be demolished to make way for a new layout of building and yard functions. Phasing of the development must take into account the need for continued operations of the existing Garage during construction.

The County wishes to use a Design/Build (D/B) delivery method where a Contractor leads the final design of the building project and then constructs the work. Prior to issuing bidding documents to the Design/Builders, the County will need to prepare D/B Scoping Documents which will describe the design and construction work to take place. The effort to determine the building and site layout along with general architectural requirements will be referred to as the Pre-Design Phase and will be provided by an architectural/engineering firm.

SCOPE OF SERVICES & WORKPLAN

Barrientos Design will provide Pre-Design Phase services with the objective of creating D/B Scope Documents suitable for bidding to D/B entities. Our architectural and engineering planning services will involve the following tasks

The objective of these design

1. Determine the optimal building and yard needs to carry on efficient operations across all County Highway sites
2. Size and configure a building and site plan that meets these needs, explore fitting the new building at the Fairgrounds,
3. Develop conceptual costs and explore alternate building sizes and construction types
4. Compare Houston's recommended Garage plan to other Counties' Shops of similar sizes for benchmarking.
5. Engage the Board, administration and staff in the identification of facility issues and determination of space needs.
6. Encourage participation at all levels, educate all about the specific Highway building needs and gain consensus on a development direction.

In order to develop Houston County's Highway Garage D/B Scoping Documents, Barrientos Design will provide our work in four tasks: Space Needs Assessment and Building Concept Design, Site Concept Design, and D/B Scoping Documents.

TASKS 1 – SPACE NEEDS ASSESSMENT

The space needs assessment will quantify the amount of space needed for each room along with key architectural criteria such as heights, clearances and major equipment needs. For Yard functions will look at bulk storage, parking, salting, fueling and stockpiling operations.

1. Interview key County staff on the operations of parking, repairs, storage, staff support, administrative and Yard functions.
2. Onsite, observe the flow of operations, material and personnel. Recommend the best relationship network the rooms should have to each other.
3. Intake facility data on: fleet composition, rolling stock, major fixed equipment, parts and bulk storage, fueling, mechanics, patrol crew, supervisors and administration needs and equipment.
4. Identify the optimal number of parking stalls, repair bays and bulk storage areas needed.
5. Project out what growth or changes are expected in fleet, staff and material.
6. Develop an Optimal Room Program that identifies the needed space and configuration for the room. Compare recommended square feet against existing square feet and identify increases in SF.
7. Develop a preliminary equipment list for repair, parts and parking functions.
8. Create to-scale plan diagram reflecting the optimal room program sizes and relationships. Compare this diagram against the current Yard layout.
9. Tabulate the storage needs across all sites for: fueling, salt tonnage, stockpile yardage along with where the major vehicles are parked.
10. Discuss and review the distribution of staff, trucks and material along with plow routes and summer construction activity.

11. The space needs summary will be presented in a PowerPoint format to the County.

TASK 2 – ARCHITECTURAL CONCEPTUAL DESIGN

With the optimal rooms sizes established, the Architect will develop layout options at the Fairgrounds site that meet current and future facility needs. Specific tasks include:

- 1) Establishing a base map of the buildings and site layout. Data will be gathered from County GIS maps. Utilities and drainage patterns will be generally identified.
- 2) An initial site assessment will be undertaken that reviews and diagrams out: parcel lines, drives existing building footprints, adjacent land uses, topography and drainage pattern, utility locations, soil types and zoning ordinances.
- 3) Development of expansion options. Up to four layouts will be created. Options will be developed to a diagrammatic plan level and the focus will be on providing the proper spatial arrangements for operations.
- 4) Review and meet with staff to discuss the merits and drawbacks of each option.
- 5) Selecting one diagram plan, we will advance on to a Conceptual level of design with floor plans, cross sections, building elevations and site layout plan.
- 6) Construction assembly options will be explored, such as pre-cast, masonry or metal buildings.
- 7) Conceptual cost estimates for each type of construction assembly along with the site development costs.
- 8) A technical narrative will be developed that assesses the features and benefits of the Concept Design.
- 9) We will provide one final Conceptual Design workshop summarizing the decision process and recommended approach.

No building engineering will be conducted in the Pre-Design Phase. It is assumed that the D/B contractor will provide final engineering and building design.

TASK 3 – SITE CONCEPT DESIGN

Taking the site layout generated in Task 2, we will develop a conceptual site plan that assesses engineering issues of grading, stormwater, utilities and paving. Data will be obtained through publically available GIS data. Drawings will include conceptual plans for: grading, stormwater, paving and utilities.

A preliminary meeting with City planning and engineering officials will be conducted to review the concept's general conformance to local ordinances.

TASK 4 - DESIGN/BUILD SCOPING DOCUMENTS

Upon authorization to issue bidding documents, the Architect will prepare Design/Build Scope documents of the Conceptual building and site plans in a format suitable for public bidding. The Architect will coordinate with County Purchasing on the language, format and procedures to be incorporated into the bidding documents.

The D/B Scope documents will contain the following:

1. Invitation to Bid & Bidding Requirements
2. General Conditions
3. Summary of the Work
4. Conceptual Plans: floor plans, roof plans, elevations, cross-sections, fixed equipment layout, site layout, conceptual grading, paving, stormwater and utility plan.
5. Technical Narrative, outlining general building design criteria and requirements

SCHEDULE

Barrientos Design will provide Tasks 1 and 2 concurrently. Upon approval, we will proceed with Task 3.

TASK 1 – SPACE NEEDS ASSESSMENT:	Two weeks
TASK 2 – CONCEPT BUILDING DESIGN	Three weeks
TASK 3 – CONCEPT SITE DESIGN	Three weeks
TASK 4 – D/B SCOPING DOCUMENTS	Two weeks

For the first three Tasks, the time is eight weeks, or two months. We anticipate that Task 4 would be started once the County authorizes approval to issue the D/B Scoping Documents

FEE

Barrientos Design will provide the above work for a lump sum fee for each Task as follows:

TASK 1 - SPACE NEEDS ASSESSMENT:	\$6,291
TASK 2 – CONCEPT BUILDING DESIGN	\$10,768
TASK 3 – CONCEPT SITE DESIGN	\$5,303



TASK 4 – D/B SCOPING DOCUMENTS	\$7,253
Total for all Tasks:	\$29,615

The subtotal for the first three tasks is: \$22,362. We are open to the County authorizing some or all of the Tasks.

Reimbursables will include: mileage, lodging, document retrieval charges and governmental application fees.

Barrientos Design appreciates this opportunity to work with the Houston County and to apply our significant design knowledge of Highway Garage for your benefit.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

A handwritten signature in black ink that reads 'Norman Barrientos' with a long horizontal flourish extending to the right.

Norman Barrientos, AIA, LEED AP
President

ACCEPTANCE

Houston County

Jeff Babinski
County Administrator

____/____/____
Date

RESOLUTION NO. 19-32

**AUTHORIZATION TO SELL LAND PARCEL 21.1152.002
THROUGH SEALED BID AUCTION**

October 8, 2019

WHEREAS, the Houston County Board of Commissioners has determined the 22.16 acre parcel (#21.1152.002) of land originally purchased for the Highway Department is no longer needed for that purpose; and

WHEREAS, Minnesota Statute 373.01 Subd. 1 (4) authorizes the sale of real or personal property owned by the county; and

WHEREAS, the legal description for the 22.16 acre parcel (#21.1152.002) is as follows:

A parcel of land located in the NW ¼ of the NW ¼ of Section 13, T102N, R6W, Houston County, Minnesota, more particularly described as follows:

Commencing at the northwest corner of said section 13 also being in the centerline of state highway #76; thence long the north line of said section 13 and State Highway #76 on a bearing based on the Houston County Coordinate System of NAD 83 (1996 ADJ.), of N 89°01'49" and measures 248.79 feet to the point of beginning; thence continuing along said north line N 89°01'49" E and measures 1043.63 feet; thence along a line parallel to the east line of the aforementioned NW 1/3 of the NW 1/3, S 0°03'12" and measures 926.37 feet to the north line of the south 395.30 feet of the said NW 1/3 of the NW ¼; thence along said north line S 89°09'47" W and measures 1043.72 feet; thence along a line parallel to the west line of said NW ¼ of the NW ¼ N 0°03'41" E and measures 923.95 feet to the point of beginning. Said parcel contains 22.163 acres including State Highway #76 right of way and may be subject to easements of record or implied.

And WHEREAS, Houston County retains all mineral rights to said property;

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners authorizes the sale of real property parcel 21.1152.002 through the sealed bid auction process with advertising to begin immediately and run for at least three consecutive weeks in the official newspaper. Sealed bids will be received at the office of the Auditor/Treasurer until November 25, 2019 at 9:00 am. Properly received bids shall be opened and reviewed publicly at the Regular Board Meeting scheduled for November 26, 2019 at 9:30 am. The Houston County Board of Commissioners reserves the right to accept or reject any and all bids.

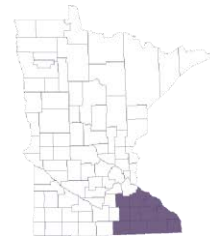
*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 8, 2019.

WITNESS my hand and the seal of my office this 8th day of October 2019.



Monday, October 28, 2019
8:00 a.m. – 1:00 p.m.

Events by Saker – Dodge County

401 8th St SE, Kasson ([Directions](#))

Meeting Fee: \$35

Tentative Agenda

8:00 A.M. Registration – Coffee, Juice, Rolls

8:15 A.M. Call to Order / Pledge of Allegiance / Introductions

District Director: Brad Anderson, Goodhue County

Term(s): 07/19-06/21

Alternate Director: Teresa Walter, Houston County

Term(s): 07/19-06/21

AMC Executive Committee Report

AMC President Scott Schulte, Anoka County Commissioner

Announced Candidates for AMC Office

AMC Secretary/Treasurer:

Larry Lindor, Pope County Commissioner

Anne Marcotte, Aitkin County Commissioner

AMC 2nd Vice President: Mary Jo McGuire, Ramsey County Commissioner

Bridging Divides Initiative

AMC and the MN Office of Collaboration and Dispute Resolution (OCDR) are beginning an initiative to help build capacity in counties for having difficult conversations and coming to agreement on contentious issues. Dave Bartholomay, Program Coordinator with OCDR, will provide background and insights on why these challenges exist and how to overcome them.

Transportation Funding: History and Future Options

Increased transportation funding has been a top AMC legislative priority for years. While there is agreement on the importance of the issue, there has not been consensus on where the funding should come from. Brian Giese, Pope County Engineer and Ryan Thilges, Blue Earth County Engineer will provide history and context around current transportation funding and then the group will engage in an exercise to help share perspectives and discuss potential funding options that can help inform AMC's work in this area.

Government Relations Report

- 2020 Legislative Preview & AMC Legislative Priorities Discussion & Vote

Upcoming AMC Meetings & Events

- **AMC Annual Conference** - December 9-11, 2019 – River's Edge Convention Ctr., St. Cloud
- **AMC Legislative Conference** – February 26-27, 2020 – InterContinental, St. Paul
- **AMC Leadership Summit** – April 1-3, 2020 – Grand View Lodge

Working Lunch - County Reports: Concerns, Priorities and Accomplishments

Each county should come prepared to share items of interest and issues of concern.

1:00 P.M. Adjourn - Spring District 9 Meeting – Monday, June 1, 2020 – Fillmore County

NG9-1-1 Grant GIS Application

APPLICATION INFORMATION SHEET

Grant Program Title: NG9-1-1 GIS Data Collection Grant

Application Information (Board Name)

Name: Houston County

Address: Assessor's Office

304 S Marshall, Room 203

Caledonia, MN 55921

Phone: 507-725-5801

Applicant Contact (must be an individual)

Name: Cindy Cresswell Hatleli

Address: Assessor's Office

304 S Marshall, Room 203

Caledonia, MN 55921

Phone: 507-725-5801

Email: cindy.cresswell@co.houston.mn.us

Application Date: September 24, 2019

Total Cost of Project: \$17,000.00

- The amount approved is based upon the project proposal submitted to ECN. Changes cannot be made to the project unless a new application is submitted and approved by the grants work group.

See Attached Vendor Proposal: Schneider Geospatial Professional Services Agreement

Project Overview

In 2018, Houston County identified six phases of the NG9-1-1 project to bring the County into compliance with the State of Minnesota Department of Safety Emergency Communications Networks' requirements. Phase 1, Community Name Validation, synchronizing the MSAG community names between the MSAG, road centerlines, and address points, was contracted on July 5, 2017.

The requested funds will be used towards the completion of the following:

- **Phase 2: Complete Street Name Validation** - Synchronize street names MSAG, road centerlines, and address points. Ensure that each street in the MSAG is represented in the GIS file. And each address point street name is represented in the MSAG and road centerlines.
- **Phase 3: Complete Address Validation** - Automatic Location Information (ALI) to road centerlines, address points and address points to road centerlines will reach a match rate of 98%. Geocoding will be based on house number, street name and MSAG.
- **Phase 4: Geospatial Validation** - This phase will involve a series of topological/special validations and consistency checks such as: checking for overlapping ranges, duplicate records, null geometry, zero address ranges, etc.
- **Phase 5: Edge Matching** - GIS data will be aligned with neighboring counties' PSAP's and corrections will be made to the PSAP boundaries via NG9-1-1 Touch Points Reviewer. Validation documentation/reports are currently under development.
- **Phase 6: Emergency Service Zone Validation** - Documents and reports that currently under development will be validated to ensure consistency in ESNs across MSAG, ALI and GIS data.
-

Detailed Narrative Description of Proposed Project

In an effort to promote public safety, these requested funds will be used to comply with the Minnesota Department of Public Safety's NG9-1-1 completion of the statewide geospatial dataset. This completion will benefit the citizens of Houston County by improving call routing, and decreased response times for emergency responders. In this effort the County contracted with Schneider Geospatial remaining work to date relating to the completion of the NG9-1-1 project in compliance. See Scope of Work description in the attached Schneider Geospatial Professional Services Agreement.

The proposed timeline for the project in Houston County is:

December 31, 2019	
Phase 2: Street Name Validation.....	\$ 4,250
March 2, 2020	
Phase 3: Address Validation	
Phase 4: Geospatial Validation	
Phase 5: Edge Matching Validation.....	\$ 8,500
May 1, 2020	
Phase 6: ESZ Validation.....	<u>\$ 4,250</u>
Total Projected Cost.....	\$ 17,000

Milestones for the project.

Milestones for this project are:

Milestone 1: 25% project completion - December 31, 2019 – Phase 2 completed

Milestone 2: 75% project completion – March 15, 2020 – Phases 3, 4, and 5 completed

Milestone 3: 100% project completion – May 1, 2020 - Phase 6 completed

- The Preliminary Final Report will be submitted to the 911 Analyst for the DPS, by May 10, 2020.
- Feed DPS feedback will be incorporate and the Final Report will be submitted to the 911 Analyst for the DPS, May 20, 2020.

Project Objectives

The objective of this project is to provide emergency response teams with the most accurate information; provide greater efficiencies among and between emergency service teams and facilities; and provide a greater ability to adapt to future needs. Ultimately impacting the lives of the Houston County residents, directly and indirectly.

This completed project will improve emergency services provided to the public by the lessen response times, provide more ways to access help, provide services during power outages and ensure that emergency calls will be answered during events that may cause call overloads.

The completed project will provide improved call routing along with improved location information which will provide emergency responders quicker response times.

The funding of this project should provide us with what Houston County would need to complete this project in a timely manner. In the event of no funding, the timeline for completion will need to be adjusted.

NG9-1-1 GIS Grant Project
APPLICATION INFORMATION SHEET
Continued

1.) Project Budget Elements:

The Vendor proposal \$17,000. This proposal has the following breakdown:

- **Street Name Validation.** This phase will continue to synchronizing the CTU community names with the CTU domain, road centerlines and address points to Road Street naming between the MSAG, road centerlines, and address points to road centerlines. Every street and address point and centerline will be represented in both GIS and MSAG. This phase requires the CTU community names to sync with the CTU domain, road centerlines and address points.
 - **Cost: \$4,250**
- **Address Validation.** Automatic Location Information (ALI) to road centerlines, address points and address points to road centerlines will reach a match rate of 98%. Geocoding will be based on house number, street name and MSAG.
 - **Cost:\$8,500 Includes Phases 4 and 5**
- **Geospatial Validation.** This Phase involves a series of topological/special validations and consistency checks such as: checking for overlapping ranges, duplicate records, null geometry, zero address ranges, etc.
 - **Cost: See above**
- **Edge Matching.** GIS data will be aligned with neighboring PSAP's beginning with making corrections to the PSAP boundaries via the NG99-1-1 Touch Points Reviewer. Counties within SE MN have completed the PSAP review. Documents and reports currently under development will be validated.
 - **Cost: See above**
- **Emergency Service Zone Validation.** Will ensure consistency in ESNs across MSAG, ALI and GIS data. Documents and reports currently under development will be validated.
 - **Cost: \$4250**

