



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 (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Vacant

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, February 25, 2020, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- February 11 - Board Meeting
- February 18 – 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. Public Health and Human Services
 1. Accept the resignation of Sandra Ask, Eligibility Worker, effective the end of the business day May 8, 2020 and thank Sandra for over 14 years of service to the residents of Houston County.
 2. Initiate a competitive search for an Eligibility Worker, AFSME B23.
 - ii. Sheriff's Office
 1. Hire Patricia Goetzinger-Krall as a probationary Jailer/Dispatcher, B23-2, Step 1, effective March 16, 2020, conditioned upon successful completion of background check.
 2. Change the classification status of Holly Gleason from Administrative Assistant B21, Step 5, to Administrative Assistant B22, Step 5, retroactive to January 1, 2020 (Banding change due to evolution of job duties over time)

ACTION ITEMS

- 1) Consider approval of Service Agreement with Dynamic Lifestyle Innovations for recycling of e-waste collections. (Lacher)
- 2) Consider approval of budgeted hook truck purchase for Solid Waste and Recycling Programs. (Lacher)
- 3) Consider approval of CUP for J & C Farms, Inc. (Lacher)
- 4) Consider approval of CUP Amendment for J & C Farms, Inc. (Lacher)
- 5) Consider approval of Service Agreement with MNDHS for MFIP. (Pugleasa)
- 6) Consider approval of SEMCAC Service Agreement for Transportation. (Pugleasa)
- 7) Consider appointment of Brad Hoscheit to the Extension Committee.
- 8) Consider approval of 2019 Feedlot Financial Report, Annual Report, and Discrepancy List. (Meiners)

DISCUSSION ITEMS

- 1) Administrator Updates
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 25, 2020**

Date Submitted: 02.20.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST - NONE

CONSENT (HR requests)

Public Health & Human Services

- Accept the resignation of Sandra Ask, Eligibility Worker, effective the end of the business day of 05/08/2020 and thank Sandra for over 14 years of service to the residents of Houston County
- Initiate a competitive search for an Eligibility Worker, AFSCME B23

Sherriff's Office

- Hire Patricia Goetzinger-Krall, as a probationary Jailer/Dispatcher, B23-2, Step 1, effective 03/16/2020, conditioned upon successful completion of background check
- Change the classification status of Holly Gleason from Administrative Assistant B21, Step 5, to Administrative Assitant B22, Step 5 retroactive to 01/01/2020. (Banding change due to evolution of job duties over time)

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> County Administrator	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input checked="" type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> PHHS Sheriff
<u>Recommendation:</u>			
<u>Decision:</u>			



Minnesota State Program Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations
Customer:	Houston County
Pricing:	
Minnesota State Program	See attached pricing table section F
Program Year:	July 1, 2019 – June 30, 2020

This agreement, on the 12th day of February, 2020 is entered into by and between **Houston County**, 304 South Marshall Street, Room 202, Caledonia, MN 55921 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations.**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to recycle CUSTOMER's electronics for end-of-life recycling and asset reuse/recovery, and DYNAMIC agrees to be so engaged, to collect and handle CUSTOMER's electronic waste for processing and final disposition.

Now, therefore, it is agreed as follows:

A. Definitions

For the purpose of this Agreement the following definitions shall apply:

"Collector" means a public or private entity that receives covered electronic devices from households and arranges for the delivery of the devices to a recycler.

"Program Year" means the period from July 1 through June 30. The first program year was 2007.

"Computer" means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions, but does not include an automated typewriter or typesetter, a portable handheld calculator or device, or other similar device.

"Covered electronic device" means computers, including tablet computers and laptop computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video display devices that are sold to a household by means of retail, wholesale, or electronic commerce.

"Household" means an occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit located in this state, who has used a video display device at a dwelling unit primarily for personal use.

"Peripheral" means a keyboard, printer, or any other device sold exclusively for external use with a computer that provides input or output into or from a computer.

"Recycler" means a public or private individual or entity who accepts covered electronic devices from households and collectors for the purpose of recycling. A manufacturer who takes products for refurbishment or repair is not a recycler.

"Television" means an electronic device that is a cathode-ray tube or flat panel display primarily intended to receive video programming via broadcast, cable, or satellite transmission or video from surveillance or other similar cameras.

"Video display device" means a television or computer monitor that contains a cathode-ray tube or a flat panel screen that is marketed by manufacturers for use by households. Video display device does not include any of the following:

- (1) a video display device that is part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
- (2) a video display device, including a touch-screen display, that is functionally or physically part of a larger piece of equipment or is designed and intended for use in an industrial; commercial, including retail; library checkout; traffic control; kiosk; security, other than household security; border control; or medical setting, including diagnostic, monitoring, or control equipment;
- (3) a video display device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, or air purifier; or
- (4) a telephone of any type.

"Salvage item" means any item which has been completely or partially torn apart and the valuable inside components have been removed.

B. Exhibit Term

The term of this Agreement is Twelve (12) Months, commencing on March 25, 2020 and ending on March 24, 2021. Any renewals shall be agreed upon by both parties within Sixty (60) days of the contract termination period.

C. Obligations of Customer: Central Appliance Recyclers

CUSTOMER will provide DYNAMIC eligible electronics (as specified below) starting 03/25/2020. CUSTOMER guarantees DYNAMIC that all pounds are collected from Minnesota Consumers and are sent to DYNAMIC for recycling. Minnesota eligible electronics include the following; "covered electronic devices" (CEDs), which includes

any Minnesota household or consumer-sourced video display devices, consumer computers (including tablets and laptops) and peripherals, consumer facsimile machines, DVD players and video cassette recorders. In the event that CUSTOMER sends Non-Program or Business electronics, CUSTOMER agrees to be charged at DYNAMIC's Standard pricing. **CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/non program eligible. DYNAMIC is to retain all program eligible recycling credits.**

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the pricing section, sorted on to Skid Pallets/Gaylord containers, and make necessary arrangements to store and receive packaging materials (Gaylord containers/Skid Pallets) to facilitate the collection of electronic material. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place Hazardous Waste in or on such packaging materials. **(Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.)**

CUSTOMER guarantees that all electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Minnesota Electronics Recycling Act (115A.1310).

CUSTOMER agrees to adhere to all of the terms and conditions of this agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

D. Obligations of Recycler: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a bill of lading with the number of skids to be picked up, along with the weight, any supplies needed in return, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any "Skid Pallets/Gaylord Containers", when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility.

Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material, all in accordance with applicable federal, state and local regulations. DYNAMIC also agrees to provide a Certificate of Recycling which will indicate the processing of each load by weight & electronic subcategory. The certificate will indicate date electronic devices were delivered to DYNAMIC, the material category with weight in pounds, and any special notes on DYNAMIC's letterhead. Each Certificate of Recycling shall include a statement equal or comparable to: *Dynamic Lifecycle Innovations certifies that the following shipment of materials was managed and recycled in accordance with all applicable Federal, State, Local Regulations and pursuant with the official written agreement between CUSTOMER and DYNAMIC.*

E. Insurance, Licenses and Permits

DYNAMIC is responsible for, and will abide by, all federal, state, and local laws and will maintain all necessary licenses and permits. DYNAMIC will maintain, at a minimum, all insurance and proof of financial responsibility at levels applicable to industry standards, including (without limitation) pursuant to section 287.17(8)(c) and (d), Wis. Stat.

DYNAMIC will keep in affect a pollution liability policy of \$5,000,000.00 per occurrence.

During the term of this Agreement, DYNAMIC will keep a surety bond with the State of Wisconsin Department of Natural Resources named as the beneficiary, guaranteeing the funds for their executed closure plan. The surety bond and closure plan are on file and can be provided per CUSTOMER's request.

DYNAMIC shall, after execution of the Agreement, provide proof of Responsible Recycling © (R2) or E-Stewards and International Organization for Standardization (ISO) 14001 certifications upon request of CUSTOMER. DYNAMIC shall continue to achieve all R2 or E-Stewards and ISO 14001 standards and provide, within thirty (30) days of the request of CUSTOMER, documentation or right to audit DYNAMIC records, to assure continued conformance with any provisions of R2 or E-Stewards or ISO 14001 certifications. Per request, within thirty (30) days, DYNAMIC shall provide results of annual R2 or E-Stewards audit to CUSTOMER.

F. Pricing

The terms of this contract are valid if executed within Sixty (60) days of this contract being drafted.

End of Life Recycling Services – MN Program	Rates
CRT Televisions	Charge \$0.165/lb.
LCD Televisions	Charge \$0.165/lb.
Projection & Wood Console Televisions	Charge \$0.165/lb.
CRT Monitors	Charge \$0.15/lb.
LCD Monitors	Charge \$0.15/lb.
Desktops/Laptops/Servers (Mixed)	Credit \$0.18/lb.
Laptops (Separated)	Credit \$0.50/lb.
Covered Electronic Devices or CEDs (Mixed: Desktop Printers, Fax Machines, DVD Players, VCRs & Keyboards)	Charge \$0.05/lb.
Covered Desktop Printers & Fax Machines (Separated)	Charge \$0.03/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronic Devices (Stereos, Stereo Speakers, Gaming Consoles, Small Household Appliances, etc.)	Charge \$0.14/lb.
Floor Copiers	Charge \$0.08/lb.
Microwaves	Charge \$0.05/lb.
Refrigerant-Containing Appliances	Charge \$10.00/unit
Labor	Rates
Sorting for any electronics not sorted to the above categories or anything in packaging (i.e. small boxes or “blister” packaging)	Charge \$60.00/hr.
Logistics Services	Rates
53' Semi Availability	Charged \$275/load

Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.

Any and all material deemed as non-conforming will be charged at Dynamic's current standard rates at Dynamic's sole discretion.

G. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

H. Indemnification

DYNAMIC shall indemnify, defend and hold CUSTOMER harmless, at all times, from and after the date of this Agreement against and with respect to all damages, losses, costs and expenses which CUSTOMER may suffer or incur in connection with:

- i. DYNAMIC's failure to perform its obligations under Section D of this Agreement.
- ii. The breach by DYNAMIC of any other agreement, representation, warranty, or covenant contained in this Agreement.

- iii. The negligence or willful misconduct of DYNAMIC.

CUSTOMER shall indemnify, defend, and hold DYNAMIC harmless at all times from and after the date of this Agreement against and with respect to all damages, losses, costs and expenses which DYNAMIC may suffer or incur in connection with:

- iv. CUSTOMER failure to perform its obligations under Section C of this Agreement.
- v. The breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

I. Termination

Upon mutual agreement, parties may terminate this Agreement on thirty (30) calendar days' written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement.

J. Assignment

No assignment by either party of any rights or the delegation of any duties under this Agreement shall be binding upon the other party unless the other party's written consent has been obtained.

K. Notices

All notices which are required to be given or which may be given pursuant to the terms of this Agreement, shall be in writing and shall be sufficient in all respects if delivered, or mailed by registered or certified mail, postage pre-paid or sent by commercial expedited delivery services as follows:

If to DYNAMIC:
Attn: Jason Schott
Vice President of Sales
Dynamic Lifecycle Innovations
N5549 County Road Z, Onalaska, WI 54650

If to CUSTOMER:
Attn: Aaron Lacher
Houston County
304 South Marshall Street, Room 202, Caledonia, MN 55921

L. Waiver

Except as expressly provided in this Agreement, waiver by either party, or failure by either to claim a breach of any provision of this Agreement, shall not be a waiver of any breach or subsequent breach of the same or a similar provision.

M. Binding Effect

This Agreement shall be binding upon and adhere to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

N. Severability

If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that provision shall be enforced to the greatest extent permissible so as to affect the intent of the parties hereto, and the legality, validity, and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to affect the intent of parties, the parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which, as closely as possible, will reflect such intent.

O. Force Majeure

Notwithstanding any other provision contained in this Agreement, if either party is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, either party could not be expected to avoid. In such instances that party's performance shall be suspended or excused without damages, cost or penalties while such cause exists. The party whose performance is affected by any of these occurrences shall use its best efforts to overcome the event and shall have a reasonable time after cessation of the event to commence its performance.

P. Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

Q. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

By signing the document below, both parties agree to the terms set forth above.

Date: _____

Jason Schott
Vice President of Sales
Dynamic Lifecycle Innovations

Date: _____

Name:
Representing CUSTOMER
Houston County

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

End of Life Recycling Services – MN Program	Unit	2017 Rate
CRT Televisions	lb.	\$ 0.165
LCD Televisions	lb.	\$ 0.165
Projection & Wood Console Televisions	lb.	\$ 0.165
CRT Monitors	lb.	\$ 0.14
LCD Monitors	lb.	\$ -
Desktops/Laptops/Servers (Mixed)	lb.	\$ (0.18)
Laptops (Separated)	lb.	\$ (0.50)
Covered Electronic Devices or CEDs (Mixed: Desktop Printers, Fax Machines, DVD Players, VCRs & Keyboards)	lb.	\$ 0.05
Covered Desktop Printers & Fax Machines (Separated)	lb.	
End of Life Recycling Services – Non-Program	Unit	2017 Rate
Miscellaneous Electronic Devices (Stereos, Stereo Speakers, Gaming Consoles, Small Household Appliances, etc.)	lb.	\$ 0.08
Floor Copiers	lb.	
Microwaves	lb.	\$ 0.02
Refrigerant-Containing Appliances	unit	\$ 10.00
Labor	Unit	2017 Rate
Sorting for any electronics not sorted to the above categories or anything in packaging (i.e. small boxes or “blister” packaging)	hr.	
Logistics Services	Unit	2017 Rate
53' Semi Availability	load	\$ 250.00

2020 Rate	Change
\$ 0.165	\$ -
\$ 0.165	\$ -
\$ 0.165	\$ -
\$ 0.15	\$ 0.01
\$ 0.15	\$ 0.15
\$ (0.18)	\$ -
\$ (0.50)	\$ -

\$ 0.05	\$ -
\$ 0.03	\$ 0.03

2020 Rate	Change
\$ 0.14	\$ 0.06
\$ 0.08	\$ 0.08
\$ 0.05	\$ 0.03
\$ 10.00	\$ -

2020 Rate	Change
\$ 60.00	\$ 60.00

2020 Rate	Change
\$ 275.00	\$ 25.00

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: 2/20/2020

Person requesting appointment with County Board: Aaron Lacher

Will you be doing a power point or video presentation: ☐ Yes ☒ No

Issue: Requesting Board approval for the purchase of a 2020 Freightliner M2 106 SA, and a 2020 Galbreath Hooklift. Purchases will be made utilizing State of Minnesota cooperative purchasing ventures (i.e. state bid) #124640 and #152164 respectively. This is a budgeted expense. Cost of equipment is as follows:

2020 Freighliner M2 106 SA	\$ 80,340
Truck Sales Tax (estimate)	\$ 5,222
Galbreath U13-HK-120 Hooklift, Installed	\$ 32,473
Plate & Title (estimate)	\$ 50
	\$ 118,085

Attachments/Documentation for the Board's Review: Quotes and brochures for both units are attached.

Justification: The new truck and hook will replace an existing 2007 Ford Sterling Acterra, and a Steller hook believed to be from the 1980s. The existing truck was purchased used in 2009, and an existing hook was installed on it. The truck has 107,224 miles as of August 2019.

This truck is used to transport roll-off containers for fiber (i.e. cardboard and paper), rigids (i.e. bottles and cans), mattresses, and electronic waste to and from the five drop sites, the recycling center, and to vendors in La Crosse, WI. It is estimated the current hook has moved 80,000+ containers in its lifetime. While a durable item, the existing hook has been re-welded numerous times, most recently in December of 2019, when a rear container roller assembly broke. All components have begun corroding, and the hook itself is bent and elongated. In the past year, \$6,400 in repairs were required for the truck, including a new radiator, fuel pump, water pump, dash gages, and replacement of various piping and hosing components. Issues continue with the brake system air tanks, the cabin floor is beginning to rust through, the exhaust system needs replacing, the ignition switch periodically does not work, and the electrical system has needed periodic work. The truck collided with a deer in December 2019, resulting in damage to the grill, fender and headlight assembly; and an insurance claim is being processed. The proposal is to sell the existing truck and hook as a unit after receiving a replacement.

The truck was selected with input from Environmental Service drivers and Houston County DOT. The County previously purchased this same model, in 2017. Having two Freightliner M2s in the fleet will maximize staff familiarity with the model, and will provide routine maintenance efficiencies. The hook

Action Requested: Motion to approve the purchase of a 2020 Freightliner M2 106 SA, and a 2020 Galbreath Hooklift per the quotes provided.

For County Use Only			
<u>Reviewed by:</u>	County Auditor	County Attorney	Zoning/Environmental Service
	Finance Director	County Engineer	HR/Personnel
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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 schedule appointments as appropriate.

Single Axle Cab & Chassis

VENDOR NAME Boyer Trucks Superior

YEAR, MAKE AND MODEL 2020 Freightliner M2 106 SA

This section for use when ordering

WB

CA

AF

Rear Ratio

Cab Color

Wheel

Color

Notes

Grand Total \$ 80,340.00

Manufacturers Order Code	Spec #	Description	Qty	Price	Subtotal
	1.0	Price for base unit:	1	\$ 55,875.00	\$ 55,875.00
	2.0	FRAME OPTIONS			
549-093	2.1	Front frame extension		\$ 332.00	\$ -
MC	2.2	Custom hole punching in frame		\$ 34.00	\$ -
556-997	2.3	Deduct for no front bumper		\$ (113.00)	\$ -
551-002	2.4	Frame fastener option (bolt or huck spun)	1	\$ 139.00	\$ 139.00
	2.5	Frame, R.B.M., S.M., PSI, CA		\$ -	
546-021	2.6			\$ 95.00	\$ -
MC	2.7	635,000 / 12.58 / 50,000 / 117" to 119" CA		\$ 306.00	\$ -
MC	2.8	635,000 / 12.58 / 50,000 / 120" to 159" CA		\$ 558.00	\$ -
MC	2.9	635,000 / 12.58 / 50,000 / 160" to 163" CA		\$ 631.00	\$ -
MC	2.10	635,000 / 12.58 / 50,000 / 164" to 204" CA		\$ 49.00	\$ -
546-094	2.11	986,400 / 12.33 / 80,000 / up to 119" CA		\$ 260.00	\$ -
MC	2.12	986,400 / 12.33 / 80,000 / 120" to 121" CA		\$ 300.00	\$ -
MC	2.13	986,400 / 12.33 / 80,000 / 122" to 141" CA		\$ 405.00	\$ -
MC	2.14	986,400 / 12.33 / 80,000 / 142" to 159" CA		\$ 656.00	\$ -
MC	2.15	986,400 / 12.33 / 80,000 / 160" to 168" CA		\$ 141.00	\$ -
546-093	2.16	1,205,600 / 15.48 / 80,000 / up to 119" CA		\$ 352.00	\$ -
MC	2.17	1,205,600 / 15.48 / 80,000 / 120" to 121" CA		\$ 405.00	\$ -
MC	2.18	1,205,600 / 15.48 / 80,000 / 122" to 141" CA		\$ 528.00	\$ -
MC	2.19	1,205,600 / 15.48 / 80,000 / 142" to 159" CA		\$ 780.00	\$ -
MC	2.20	1,205,600 / 15.48 / 80,000 / 160" to 191" CA		\$ 955.00	\$ -
MC	2.21	1,205,600 / 15.48 / 80,000 / 192" to 204" CA		\$ 193.00	\$ -
546-092	2.22	1,358,400 / 16.98 / 80,000 / up to 119" CA		\$ 405.00	\$ -
MC	2.23	1,358,400 / 16.98 / 80,000 / 120" to 124" CA		\$ 561.00	\$ -
MC	2.24	1,358,400 / 16.98 / 80,000 / 125" to 159" CA		\$ 812.00	\$ -
MC	2.25	1,358,400 / 16.98 / 80,000 / 160" to 180" CA		\$ 937.00	\$ -
MC	2.26	1,358,400 / 16.98 / 80,000 / 181" to 204" CA		\$ 21.00	\$ -
546-099	2.27	1,479,600 / 12.33 / 120,000 / up to 119" CA		\$ 232.00	\$ -
MC	2.28	1,479,600 / 12.33 / 120,000 / 120" to 121" CA		\$ 323.00	\$ -
MC	2.29	1,479,600 / 12.33 / 120,000 / 122" to 159" CA		\$ 574.00	\$ -
MC	2.30	1,479,600 / 12.33 / 120,000 / 160" to 180" CA			

AMENDMENT #64 FOR 2019 MODELS SA

Manufacturers Order Code	Spec #	Description	Qty	Price	Subtotal
WAG-014	14.7	Towing: 5 Years/Unlimited miles, Extended towing coverage \$550 cap FEX applies		\$ 800.00	\$ -
	14.8				
	14.9		1	\$ -	
	14.10	Pilot inspection meeting (per person).		\$ 800.00	\$ -
	15.0	TRAILER TOW OPTIONS:			
MC	15.1	Trailer tow package extended to rear of frame		\$ 648.00	\$ -
MC	15.2	Trailer package extend to rear of frame per Spec 12.12	1	\$ 663.00	\$ 663.00
914-025	15.3	Air connections to end of frame with glad hands for truck and dust covers		\$ 16.00	\$ -
919-001	15.4	(1) Additional air switch with plumbing to end of frame		\$ 57.00	\$ -
919-010	15.5	(2) Additional air switch with plumbing to end of frame		\$ 86.00	\$ -
296-010	15.6		1	\$ -	
296-013	15.7	Primary receptacle wired for separate stop/turn, center pin wired to reverse light circuit		\$ (5.00)	\$ -
296-025	15.8	Primary connector/receptacle wired for combination stop/turn, center pin ABS		\$ 8.00	\$ -
296-026	15.9	Primary connector/receptacle wired for separate stop/turn, center pin powered through igniton with stop signal prewire package		\$ 47.00	\$ -
296-027	15.10	Primary connector/receptacle wired for combination stop/turn, center pin powered through igniton with stop signal prewire package		\$ 55.00	\$ -
296-028	15.11	Switch and indicator light for primary receptacle center pin, labeled TRLR-AUX, with stop signal prewire package		\$ 41.00	\$ -
296-029	15.12	Primary receptacle center pin wired to backup light circuit with stop signal prewire package		\$ 41.00	\$ -
297-001	15.13	SAE J560 7-way primary trailer cable receptacle mounted end of frame with trailer tow package extended to rear of frame	1	\$ -	
297-001	15.14	SAE J560 7-way primary trailer cable receptacle mounted end of frame		\$ 459.00	\$ -
297-041	15.15	SAE J560 7-way primary cable receptacle mounted end of frame with 36" additional cable at rear crossmember with trailer tow package extended to rear of frame		\$ 5.00	\$ -
297-041	15.16	SAE J560 7-way primary cable receptacle mounted end of frame with 36" additional cable at rear crossmember		\$ 455.00	\$ -
331-001	15.17	Supplemental J560 7-way receptacle located with primary receptacle		\$ 43.00	\$ -
30K-015	15.18	2-way heavy duty 150 amp receptacle wired hot, LH rail mounted aft of cab close as possible to back wall		\$ 122.00	\$ -
30K-027	15.19	2-way heavy duty 150 amp receptacle wired hot, mounted end of frame		\$ 183.00	\$ -
30L-003	15.20	15' detachable coiled heavy duty cable, dual pole tractor, single pole trailer		\$ 116.00	\$ -
	15.21				
	16.0	MANUALS /TRADE-IN INTEREST FEE:			
	16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.		2%	\$ -
	16.2	Manuals in print form, parts repair and service, per set		\$ 400.00	\$ -
	16.3	Manuals in CD form, parts repair & service, per set		\$ 720.00	\$ -

Manufacturers Order Code	Spec #	Description	Qty	Price	Subtotal
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17.0 **Delivery Charges:**

17.1 Price per loaded mile List starting point

17.2 Boyer Trucks 1202 Susquehanna Ave Superior WI 54880 or from
first drop ship location

		\$ -
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18.0 **Maintenance /Body Shop Repair Rate Per Hour**

18.1 Rate for initial Inspection/Diagnostics

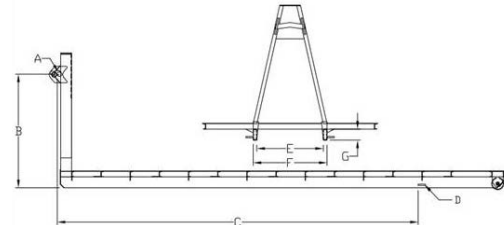
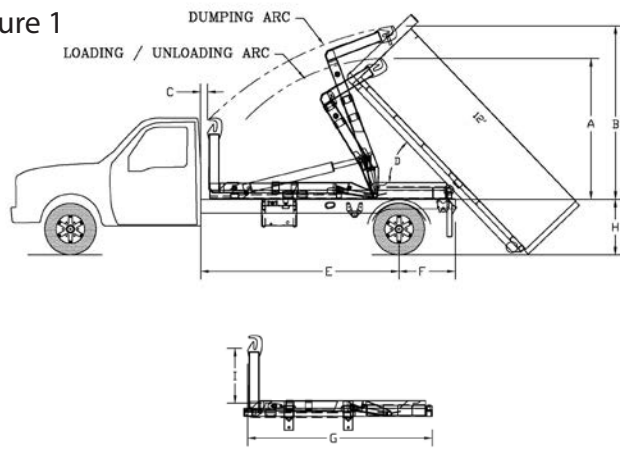
18.2 Rate for Mechanical Work

18.3 Rate for Body Work

\$ 155.00	\$ -
\$ 144.00	\$ -
\$ 93.00	\$ -

19.0 **Quantity Discounts: NA**Total Cost: \$ 80,340.00

Figure 1



Model	Lift Bar Dia.	Hook Ht.	Bar to Hold Down	Hold Down Locations	Inside Sill Width	Outside Sill Width	Long Sill Ht.
	A	B	C	D	E	F	G
U09	1 1/2"	36"	95 1/4" min.	Inside	37 1/2" min.	41 1/2" max.	4 1/4" min.
U13	1 1/2"	36"	138" min.	Inside	37 1/2" min.	41 1/2" max.	4 1/4" min.

Notes for Figure 1

- When recommending container lengths, weight distribution, fender interference and overhang are factors. Please consult your local ordinances when determining the model of hoist needed to suit your container needs.
- Factory tested with recommended container length and water level load.
- Total maximum height will depend on the container and frame height. Consult engineering for clearance.
- Frame Height = Top of truck chassis frame to ground. Using 17 1/2" & 22 1/2" tires. Any truck frame higher than 42" will change hoist capacities, dump angle and its ability to snatch onto the bar; consult engineering if higher than 42". Optimized dump angle is achieved with the following containers: 12' on 120" CA and 14' on 132/144" CA's
- This distance does not allow for a behind the cab (BTC) oil reservoir, tarp platform and or room to add a tarp; must add space for those items.
- Air ride suspensions require up to 25" minimum after frame.

Minimum Truck Requirements (Single Axle)

Axle rating: U09 = 6,000 front / 12,000 rear; U13 = 8,000 front / 15,000 rear

Truck torque: 212 ft. lbs.

*The chart below is an example of how to calculate the chassis section modulus (RBM / PSI = SM). Regardless of the frame YIELD and RBM, the min. SM must be 13.42 in³ or more per each frame rail.

Truck Channel Ht.	RBM	Yield (PSI)	RBM/PSI = SM in ³
10" or more (single wall)	1,610,000- 3,000,000	120,000 psi	13.42 in ³ - 25 in ³
10" or more (double wall)	1,500,000- 3,000,000	100,000 psi	13.42 in ³ - 30 in ³

Note: the single walled 120k psi with RBM less than 1,610,000 would not be acceptable because its SM would fall below the 13.42 in³ minimum specification (1,605,000 / 120,000 = 13.38 in³). For frames less than 10" consult engineering.

Specifications (Single Axle)	U09-HK-84	U09-HK-120	U13-HK-120	U13-HK-132	U13-HK-144
Recommended Container Size – ¹	6' to 10'	8' to 12'	10' to 14' or 12' to 16'	12' to 16'	12' to 16'
Rated Hoist Capacity @ Hook Height ²	9,000 lbs	9,000 lbs	13,000 lbs	13,000 lbs	13,000 lbs
A – Max. Hook Height (Load/Unloading) ^{3,4}	86 5/16"	86 5/16"	91 7/8"	91 7/8"	91 7/8"
B – Max. Hook Height (Dumping) ^{3,4}	95 11/16"	104 5/16"	120 1/4"	120 1/4"	120 1/4"
C – Back of Cab to Hoist ⁵	5"	8"	3 1/2"	3 1/2"	3 1/2"
D – Dump Angle (per recommended container range) ⁴	60° - 50°	64° - 46°	56° - 42°	49° - 35°	49° - 35°
E – (CA) Cab to Axle ⁵	84"	120"	120"	132"	144"
F – After Frame ⁶	35"	35"	38 1/2" or 62 1/2"	50 1/2"	38 1/2"
G – Hoist Length	116 1/4"	144 3/16"	155 or 179"	179"	179"
H – Frame Height ⁴	42" or less	42" or less	42" or less	42" or less	42" or less
I – Hook Height	36 1/2"	36 1/2"	36 1/2"	36 1/2"	36 1/2"
Lift Cylinders - (2) dual acting	5" x 3" x 45"	5" x 3" x 45"	5" x 3" x 45"	5" x 3" x 52"	5" x 3" x 52"
Jib Cylinder - (1) dual acting	3" x 2" x 16"	3" x 2" x 16"	3" x 2" x 37"	3" x 2" x 37"	3" x 2" x 37"
Approximate Weight w/ Standard Features	2,060 lbs.	2,460 lbs.	2,758 lbs.	2,758 lbs.	2,758 lbs.
Cycle Times @ 1,500 RPM (PSI / GPM)	3,500 / 17.5	3,500 / 17.5	3,500 / 17.5	3,500 / 17.5	3,500 / 17.5
Extending Dump	26 sec.	26 sec.	30 sec.	30 sec.	30 sec.
Retracting Dump	17 sec.	17 sec.	19 sec.	19 sec.	19 sec.
Extending Jib	2 sec.	2 sec.	4 sec.	4 sec.	4 sec.
Retracting Jib	1 sec.	1 sec.	2 sec.	2 sec.	2 sec.

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GAL031-022018



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Quote / Order # 111419-404
Date Issued: 11/14/19
Quote Expires On:
Salesman: S. Reiersen

Custom Truck Equipment For The Utility, Construction, Municipal And Refuse Industries

Houston County
1124 East Washington St.
Caledonia, MN 55921

Terms:
PO #:
Phone: 507-450-5498
Fax:
E-mail: patrick.burns@co.houston.mn.us

Attn: Patrick Burns

Qty.	Description	Unit Price
	2020 Galbreath Hooklift per Minnesota State Contract # 152164	
7.2	U13-HK-120 Hooklift - 36" hook height - 13,000 lbs capacity - 10' - 14' boxes - Poly fenders - In cab air controls - Outside controls - Hoist up alarm with signal light - Hoist maintenance props - Backup alarm - Heavy duty rear hinge - Rear bumper with recessed LED lights - Close coupled pump - Mounted - Manuals - Painted black	\$28,888.00
0.0	Hotshift PTO	\$1,475.00
0.0	Rear pull plate with pintle hitch	\$870.00
0.0	ECCO Warning lights (4), two (2) in front grill and two (2) in back bumper with guards	\$690.00
0.0	Furnish and install 18" x 18" x 36" aluminum frame mounted side box with drop down door	\$550.00
ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES		

DISCLAIMERS

Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, all products are sold in an AS IS condition. The entire risk as the quality of the product is with the buyer. Seller does expressly refrain from making any representation or warranties and does hereby disclaim any and all warranties, express or implied. Including any implied warranty of merchantability or fitness for a particular purpose, whether arising from statute, common law, custom or otherwise. The remedy set forth in this agreement shall be the exclusive remedy available to any person. No person has the authority to bind the seller to any representation or warranty other than this disclaimer. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The seller shall not be liable for any consequential damages resulting from the use of this product or caused by any defect, failure or malfunction of any product, whether a claim for such damage is based upon warranty, contract, negligence or otherwise. The seller shall not be liable for any loss of profit, wages, earnings, employment, contracts or otherwise. The buyer acknowledges being informed of the above disclaimer prior to sale.

Acceptance Signature: _____

Print Name: _____

Date: _____

Seller Acceptance: _____

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: 4-Feb-20

Person requesting appointment with County Board: Aaron Lacher

Issue:

Approve 2 Conditional Use Permits: Curt Roverud - CUPs 1) CUP to amend CUP #284 for Mineral Extraction in an Ag District and 2) New CUP for Mineral Extraction in an Ag District both in Spring Grove Township. (CUPs were approved by the Planning Commission on January 30, 2020.)

Justification:

Action Requested:

Final Approval by the County Board. (Agenda, Hearing Notices, Findings and Staff Reports are attached.)

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

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

1/13/2020

Application Date: 12/19/2019
Hearing Date: 1/30/2020
Petitioner: J & C Farms Inc
Reviewer: Aaron Lacher
Zoning: Ag Protection
Address: 103 2nd Ave SE
Township: Spring Grove
Parcel Number: 130255001
Submitted Materials: CUP Amendment Application, Mineral Extraction Application, EAW

OVERVIEW

REQUEST

The request is to amend CUP No. 284. The amendment would decrease the approved acres from 52 to 29.45 acres, and adjust property line setbacks.

SUMMARY OF NOTEWORTHY TOPICS

The applicant was issued CUP #284 for mineral extraction in 2008. The permit provides for a rock quarry on 52 acres, and stipulates 100-200 foot setbacks from the southeast and southern property lines (Figure 1). The amendment request would reduce these setbacks to the standard 50 foot required by Ordinance, and cover the southern portion of the existing permit (Figure 2).

An environmental assessment worksheet (EAW) was completed for this project and approved by Houston County in 2018 (enclosed). This process entailed an examination of various aspects of the project, and is meant to inform decision-makers as well as identify ways to protect the environment. Board Members should familiarize with the EAW, as the information it contains is germane to this request and will not be duplicated in this report.



Figure 1 2008 CUP Map

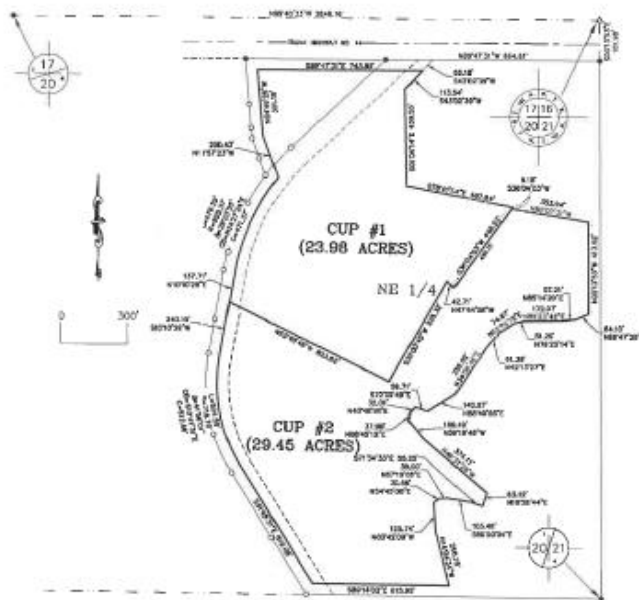


Figure 2 Proposed CUP Map

The current application differs from the information submitted in the EAW in two ways. First, the EAW stated that reclamation will be done in accordance to the County Ordinance, which calls for 3 inches of topsoil to be provided for. The overburden removed from atop the rock is commonly preserved onsite for future reclamation. The applicant estimates that 45,000 cubic yards of overburden materials is available on this site, and it is calculated that 11,874 cubic yards of material are needed to achieve a 3 inch overlay. The reclamation plans submitted call for overburden material to be used to create berms buttressing the highway, and at the quarry entry. Any remaining material would then be spread on the quarry floor, however the applicant stops short of committing to providing a 3 inch overlay throughout.

While the cubic yard quantities stated above suggest ample overburden is available, when this application is considered in conjunction with the concurrent application to the north, which has nearly a 5,000 cubic yard deficit if available overburden is to be relied upon, there is still sufficient material to provide for a 3 inch overlay on both sites. According to these calculations (Figure 3), a 3 inch overlay could be achieved while leaving 28,417 cubic yards of material for berm construction.

	North Site	South Site	Totals
Estimated Available Overburden	5,000 CY	45,000 CY	50,000 CY
Material Required for 3" Overlay	9,664 CY	11,874 CY	21,538 CY

Figure 3 Overburden & Reclamation Estimates

Second, the EAW states that reclamation will be ongoing such that the active quarry never exceeds 40 open acres. The present application does not provide for ongoing reclamation.

Staff view these deviations from the EAW to be within the Board's purview to accept during the permitting process. Regarding topsoil for reclamation, the calculations provided above suggest that there is ample material to provide for a 3 inch topsoil overlay. Regarding the sequencing of reclamation – ongoing or not—this strategy is not believed to significantly change the project impact.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Spring Grove Township, the ten nearest property owners, and multiple state agencies were notified. MNDOT indicated no concerns with the application. Houston County DOT indicated the quarry is an important source of materials for County and Township projects. One letter of support was received from the public. One inquiry was received from the public.

SITE CHARACTERISTICS

Board Members should refer to the EAW for detailed information on site characteristics.

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 Comprehensive Plan outlines various goals surrounding transportation, residential development, and agriculture. The materials produced by the quarry contribute to the achievement of these goals.

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

Staff Analysis: The materials produced by the quarry are needed for a variety of purposes. Comments were received from Houston County DOT emphasizing that this is one of the most active quarries in the County, and a commonly used location for asphalt and concrete plants during county or state highway projects.

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

Staff Analysis: There are no water features located on the area to be covered by this permit. There are two man-made ponds within the quarry site to the north. Stormwater is contained within the quarry floor. Runoff from adjacent agricultural fields will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

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

Staff Analysis: All stormwater is contained within the quarry floor.

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

Staff Analysis: The site contains limestone (Decorah Shale & Platteville) suitable for processing into stone products. The limestone is overlaid with approximately 15' of overburden, primarily silt loams.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Fuel and lubricants within internal machinery tanks may be present onsite. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction.

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

Staff Analysis: The site is accessed via State 44. An average of 28-45 trips per day is estimated. All other necessary facilities are currently in place.

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: The quarry is operated with four employees. The existing quarry floor provides ample space for employee parking, as well as truck loading.

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

Staff Analysis: An average of 28-45 trips per day is estimated. MNDOT indicated that the proposal is not anticipated to have significant impacts on state roadways.

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: Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. The area is sparsely populated. The closest residence is approximately 1,100 feet from the quarry boundary to the west. The next closest residence is 1,400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. Residences within close proximity will be notified before blasting occurs. Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment.

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 predominant uses in the area consist of agricultural activities and forested areas (Figure 4). Looking at the area within approximately 1 mile of the site, the predominant land covers in 2018 were grass/pasture (32%), corn (28%), deciduous forest (17%), and soybeans (13%) (Figure 4). Developed areas comprise approximately 6% of the area within a 1 mile radius of the quarry. Given present uses, the proposal is not anticipated to be an impediment to current or future uses.

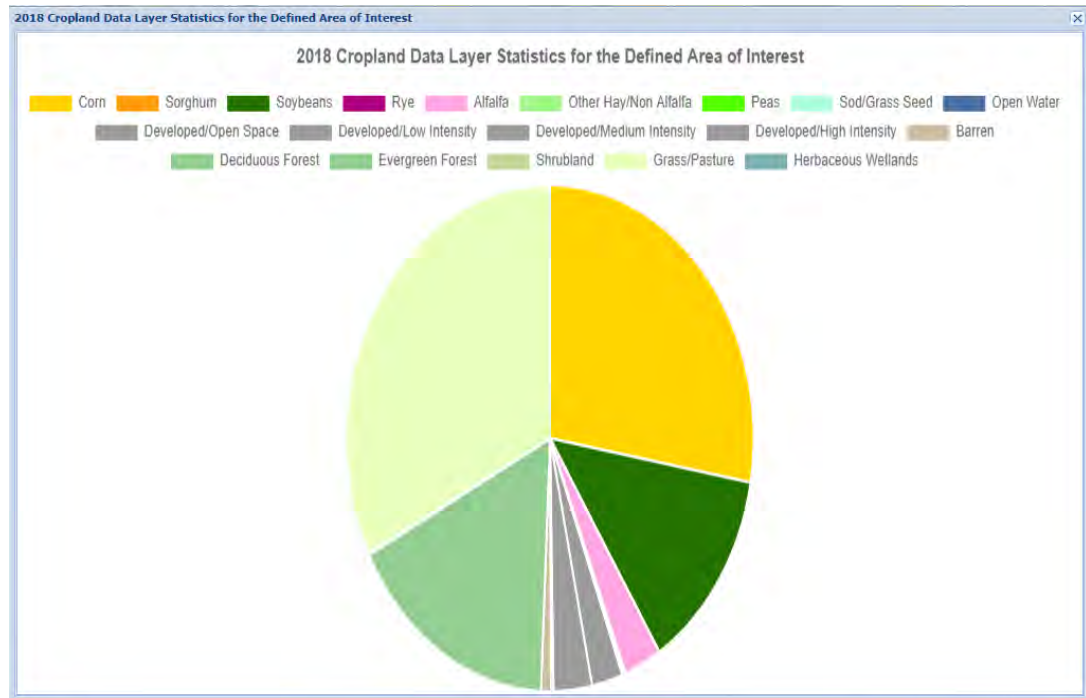


Figure 4 2018 Land Uses

The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bound by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There are thirteen dwellings located on parcels within a half mile radius of the quarry (Figure 5).

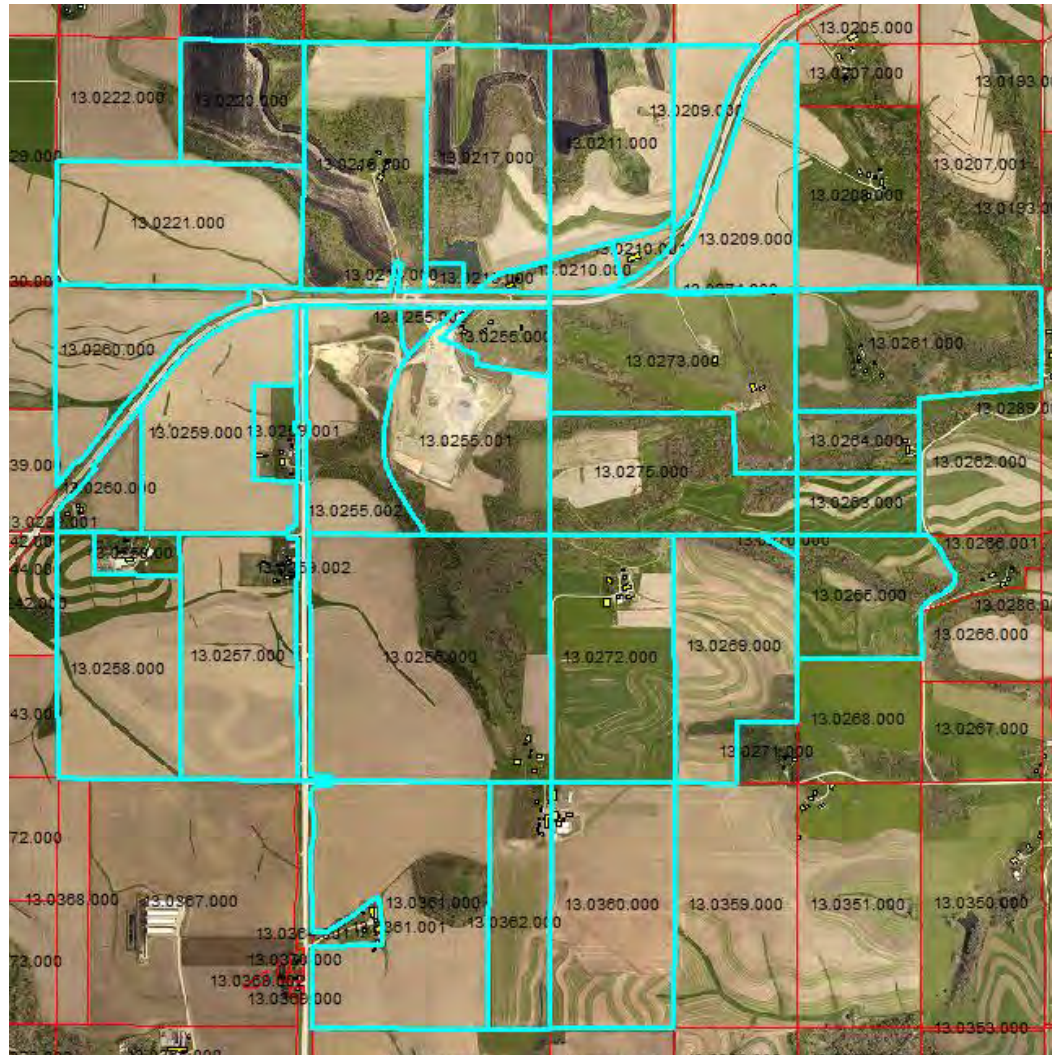


Figure 5 Parcels within 1/2 Mile

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: Noise is regulated by Minnesota Administrative Rules Chapter 7030, Noise Pollution Control (Mn Rules 7030) for Class 3 noise areas (agricultural and related activities) that prescribes standards for day and night that are consistent with speech, sleep, annoyance and hearing conservation requirements on nearby properties. The maximum allowable noise levels for this activity, per Mn Rules 7030, would be measured at the property line and would need to be less than:

- Daytime and nighttime: L10 (10% of the time in a one hour survey) = 80 dB
- Daytime and nighttime: L50 (50% of the time in a one hour survey) = 75 dB

Limestone excavated out of the quarry is not easily airborne and the dust particles created are not easily suspended in the air for prolonged periods. Therefore, the dust from the quarry is expected to be confined to the property limits. Dust suppressants such as misting around equipment, enclosed equipment, watering or treatments of the haul roads, covered truck loads, clean-up of spilled material, and limiting the exposed working face are primary tools that the applicant has identified for minimizing dust, and can be expected to be utilized as needed.

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: NA

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: The quarry has expanded at a rate of approximately 1.5 acres annually under its current operation. It is expected that this rate of growth is more rapid than a typical quarry in the County. In part the intensity of use at the quarry is driven by State and County DOT projects. The rate of quarrying is not regulated under Ordinance—the reference to mineral extraction in the Agricultural District refers to Section 27, Mineral Extraction. Section 27 provides that mineral extraction be done in accordance to the Comprehensive Plan, which, as stated in Finding #1, outlines several goals that are dependent on a supply of aggregate materials. Thus, the intensity of use is characteristic of the Agricultural District.

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: The applicant has completed an EAW, which incorporated a multi-agency review. The site has operated under a past permit since 2008, and at different times prior to that, with no known impacts to the public's health, safety, morals, and general welfare. The current proposal is not significantly different from past practices.

RECOMMENDATION

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

1. This amendment only becomes valid if and when conditional use application #2019-CUP-54902 is approved.
2. The Permittee shall comply with all federal, state, and local laws and regulations;
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A Map or maps that accurately show and label:
 - i. Total acreage of the mine area;

- ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
- 5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$30,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
- 6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post.
- 7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
- 8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners. At least one seismograph measurement shall be recorded for each blast at one of the participating properties, or, if permission from neighboring property owners is not granted, on a location on the Permittee's property to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and impacts on neighboring properties must be within the limits of applicable regulations.

9. Hours of operation shall be limited to the following:

Weekdays: 6:00 AM – 8:00 PM

Saturdays: 8:00 AM – 3:00 PM

Sundays: Closed

Holidays*: Closed. *Holidays shall mean holidays observed by Houston County

Limits to hours of operation may be suspended by Houston County.

10. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

ENVIRONMENTAL ASSESSMENT WORKSHEET

This Environmental Assessment Worksheet (EAW) form and EAW Guidelines are available at the Env. Quality Board's website at: <http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>.

The EAW form provides information about a project that may have the potential for significant environmental effects. The EAW Guidelines provide additional details for completing the EAW form. **Cumulative potential effects** can either be addressed under each applicable EAW Item, or can be addresses collectively under EAW Item 19.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. **Project title:** Underpass Quarry

2. **Proposer:** Curt Roverud (J&C Farms Inc.)

Proposer Association or Corporation: G-Cubed
Contact person: Geoffrey G Griffin
Title: PE, LS Consultant to the Owners
Address: 14070 Hwy 52 SE
City, State, ZIP: Chatfield, MN 55923
Phone: 507-867-1666 ext. 102
Fax: 507-867-1665
Email: geoffg@ggg.to

3. **RGU:** Houston County Environmental Services

Contact person: Aaron Lacher
Title: Planning / Zoning Director
Address: 304 South Marshall Street
City, State, Zip: Caledonia, MN, 55921
Phone: (507) 725-5800
E-mail: aaron.lacher@co.houston.mn.us

4. **Reason for EAW Preparation:** (check one)

Required:

- ☐ EIS Scoping
☒ Mandatory EAW

Discretionary:

- ☐ Citizen petition
☐ RGU discretion
☐ Proposer initiated

If EAW or EIS is mandatory give EQB rule category subpart number(s) and name(s):

4410.4300, Subpart(s) 12.B., Nonmetallic Mineral Mining

5. Project Location:

County: Houston

City/Township: Spring Grove

PLS Location (¼, ¼, Section, Township, Range): NE ¼ Sec.20-T101N-R7W

Watershed (81 major watershed scale): Root River Watershed

GPS Coordinates: 43.5426 -91.6951

Tax Parcel Number: (3 Parcels) 130255001-130255003-130255000

Attach each of the following to the EAW:

- County map showing the general location of the project;
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable); and
- Site plans showing all significant project and natural features. Pre and post-construction site plan.

Attachments for the proposed project are listed below:

Figure 1: Location Map

Figure 2: Proposed Expansion

Figure 3: Land Cover

Figure 4: Waters Map

Figure 5: National Wetland Inventory

Figure 6: County Well Index Map

Figure 7: Bedrock Geology

Figure 8: USDA Soils Map

Figure 9: Quad Map

Figure 10: Firm Map

Figure 11: Traffic Data

Figure 12: Reclamation Map

Appendix A: Natural Heritage Information System (NHIS) Information – Results Pending

Appendix B: Minnesota State Historic Preservation Office (SHPO) Information

Appendix C: Conditional Use Permit #284

6. Project Description:

- a. Provide the brief project summary to be published in the *EQB Monitor*, (approx. 50 words).

The J&C Farms Inc. Underpass Quarry is an approved aggregate quarry operating under a conditional use permit (CUP) in Houston County MN. Review of the CUP identified the requirement for this EAW. This EAW proposes an expansion of 19 acres and a renewal of its CUP.

- b. Give a complete description of the proposed project and related new construction, including infrastructure needs. If the project is an expansion include a description of the existing facility. Emphasize: 1) construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipment or industrial processes, 3) significant demolition, removal or remodeling of existing structures, and 4) timing and duration of construction activities.

The proposed project involves a limestone aggregate quarry operation located in the Spring Grove Township of Houston County, Minnesota (Figure: 1 “Location Map”). The Project is located in an area that contains abundant limestone / aggregate resources which can be excavated, crushed, screened, stockpiled and trucked offsite.

The J&C Farms property of 90.7 acres would increase its quarry operations from its current approved area of 51 acres to 70 acres, an increase of 19 acres (Figure: 2 “Proposed Expansion”). The quarry is expanding at approximately 1.5 acres per year and is currently 28 acres in size. Subject to project use in the vicinity, the expansion could produce needed material for up to 28 years. The expansion would produce aggregate product for State and County road projects, local contractors and the agricultural community.

Quarry operations may be conducted Monday through Saturday, except for legal holidays. Hours of operation may be 6:00 am to 8:00 pm. New construction will be limited to berms, ditches, stockpiles, improvements to the existing access road and staging areas which will be constructed from materials salvaged onsite. There will not be any permanent structures for storage of equipment or materials onsite. Overall processes and equipment previously used will remain the same. No new structures will be built. Temporary structures may include scales, scale shack, screeners and portable bathroom facilities (port-a-potty). All operation management will be housed in offsite offices.

Operations Methods – General Operations

1. Survey phase limits and areas not to be disturbed.
2. Install perimeter silt fence. Construct down slope erosion control measures.
3. Remove surface vegetation in the area to be excavated.
4. Strip and stockpile topsoil. Seed the topsoil stockpile to establish vegetation to prevent erosion
5. Construct any temporary sedimentation basins and their outlets.
6. Construct any diversion ditches and berms to direct stormwater runoff from the current phase of construction to the temporary sedimentation basins
7. Remove overburden materials and either stockpile or place in areas where they can permanently remain as part of the reclamation plan. Stockpile areas shall be placed within the quarry limits and positioned in an area that protects it from prevailing winds causing wind erosion.
8. Sideslopes of berms, ditches, roads and temporary basins are to be covered with topsoil and seeded to reestablish vegetation.
9. Limestone having marketable value may be excavated, crushed, screened and stockpiled. Unsuitable limestone will be placed with overburden in stockpiles or in the reclamation area.
10. Material is loaded into trucks and hauled to the end user.
11. Reclamation (See 9c).

Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries.

The purpose of the project is to excavate, crush, screen and produce crushed aggregate limestone. This is an important resource in the construction and agriculture industry for driveways, streets, roads, concrete ext.

Are future stages of this development including development on any other property planned or likely to happen? ☒ Yes ☐ No

If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

There is a sand source in the SE Portion of the property and additional aggregate sources on adjacent properties. No quarry activities are currently planned but if the market allows there is a possibility of expansion. A different CUP would be established if the area were to be quarried. Refer to the Potential Material Source area in (Figure 2: Proposed Expansion) to see this area.

Is this project a subsequent stage of an earlier project? ☒ Yes ☐ No

If yes, briefly describe the past development, timeline and any past environmental review.

Existing Quarry History:

Pre 2008, the quarry operated prior to CUP regulations. On June 6th, 2008, the owner of the property was granted a Conditional Use Permit (CUP) No. 284 to expand the rock quarry (Houston County Zoning Ordinance Section 27-0110.2706, Subdivision 1, Subsection 1-8) and to do mineral extraction in an ag district (Section 14-0110.1403).

This original CUP was approved with the following conditions

1. Submitted Reclamation plans will be followed.
2. Blasting be limited to a 30,000 ton blast
3. Setback on south, east and west property lines will be increased as indicated on the redrawn ArcMap Photo.
4. That all state, local and federal permits be obtained and followed (including those of MSHA.)
5. The Condition Use Permit will be reviewed every (5) years for a five (5) year extension.
7. **Cover types:** Estimate the acreage of the site with each of the following cover types before and after development:

Acreage of land cover types are shown on (Figure: 3 “Land Cover Types”)

EAW Area	Before	After Reclamation		Before	After Reclamation
Wetlands	0	0	Lawn/landscaping	0	0
Deep water/streams	0	0	Impervious surface	0	0
Wooded/forest	17	2	Stormwater Pond	0	0
Brush/Grassland	5	68	Freshwater Pond	.1	0
Cropland	20	0	Other (describe)		
Active Quarry	28	0	Total	70	70

8. Permits and approvals required:

List all known local, state and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

Unit of government	Type of application	Status
Houston County	Conditional Use Permit No. 261	Active
Minnesota Pollution Control Agency (MPCA)	National Pollutant Elimination System (NPDES) / State Disposal System (SDS) General Permit MNG490000 for Nonmetallic Mining and Associated Activities	#MNG490115

9. Land use:

a. Describe:

- i. Existing land use of the site as well as areas adjacent to and near the site, including parks, trails, prime or unique farmlands.

The J&C Farms property encompasses (90.7) acres of agricultural cropland, forested woodland, grassland and open quarry. The site is located in part of the NE ¼ of Section 20 Spring Grove Township in Houston County. The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bounded by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There is currently no well within the EAW Boundary (Figure: 6 "County Well Index Map"). There are no wetlands, water courses or major drainage systems within the limits of the quarry. Two ponds were excavated at the lower elevation of the quarry to use in washing activities (Figure: 5 "National Wetland Inventory"). Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite.

- ii. Plans. Describe planned land use as identified in the comprehensive plan (if available) and any other applicable plan for land use, water, or resources management by a local, regional, state, or federal agency.

Current land use is identified as 101 - (NON-HSTD) AGRICULTURAL; 111 - (NON-HSTD) TIMBERLANDS; 233 - (NON-HSTD) COMM LAND & BLDGS

- iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers, critical area, agricultural preserves, etc.

Zoning is Agricultural Protection

- b. Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 9a above, concentrating on implications for environmental effects.

The goal is to minimize conflict with surrounding land uses protecting the air, water and land. Once the quarry is done being excavated, it will be restored to pasture quality to be compatible with nearby land uses.

- c. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 9b above.

Site reclamation shall be in accordance with the Houston County Zoning Ordinance Section 27 part 0110.2710 Reclamation Plan (Houston County Ordinances) and any other applicable County, State or Federal Laws and Regulations. . A detailed reclamation plan will be developed as part of the conditional use permit process.

10. Geology, soils and topography/land forms

- a. Geology - Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

In accordance to the Houston County Bedrock Geology plate from the University of Minnesota (2014), the underlying bedrock is Paleozoic from the upper to middle Ordovician geologic periods (Figure: 7 “Bedrock Geology”). Its underlying formations belong to the Galena group and consist of Decorah Shale, Platteville / Glenwood formations and St. Peter Sandstone.

Environmental problems concerning groundwater contamination from karst susceptibility or shallow bedrock conditions will be minimized by the fact that quarry operations do not required the use or storage of hazardous materials. Operations will also prevent farmland runoff from entering the quarry site where rapid infiltration could occur. In the event a sinkhole forms or shallow limestone formations, unconfined/shallow aquifers, or karst conditions are found on or near the property, a Professional Geologist will be consulted to properly close the sinkhole or identify and resolve the problem to promote groundwater resource protection.

- b. Soils and topography - Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 11.b.ii.

The Natural Resource Conservation Service online Web Soil Survey mapped seventeen different soil types on the site.

Soil Name	Map Symbol	Slope %	Acres of AOI
Seaton silt loam, ridge phase	103B	2-6	0.4
Seaton silt loam, driftless ridge	103C2	6-12	0.5
Port Byron silt loam	285B	3-6	1.4
Shullsburg silt loam	312B	1-6	12
Churchtown silt loam	388D2	12-20	5
Mt. Carroll silt loam	401C	6-12	1.6
Frankville silt loam	476B	3-6	1.7
Frankville silt loam	476C2	6-12	23.3
Frankville silt loam	476D	12-20	4.8
Littleton silt loam	477		3.7
Nasset silt loam	492B	3-6	21.7
Edmund silt loam	500C2	4-12	5
Edmund silt loam	500D2	12-20	7.3
Pits, quarries	1013		1.8
Eitzen silt loam, occasionally flooded	1830		2.1
Plainfield loamy fine sand, loamy substratum	1856D	12-25	2
Etter-Brodale complex, rocky	1898F	25-50	

Note: For more information see (Figure: 8 “USDA Soils Map”).

11. Water resources:

- a. Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.
 - i. Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.

According to the Minnesota Pollution Control Agency (MPCA) Impaired waters map, there are no impaired water bodies within a mile of the quarry. No protected waters are within the property. Tributaries within the vicinity of the project are show in (Figure 4: Waters Map).

Two ponds were excavated at the lower elevation of the quarry for use in washing activities. Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite and the two ponds will be filled with onsite materials during the reclamation. No contamination concerns are expected.

- ii. Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells, including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.

Current MDNR Groundwater depths for Houston County are in progress. Proposed excavation areas are approximately at an elevation of 1284ft and approximately groundwater elevation is at 1240ft. Well locations are listed in (Figure: 6 “County Well Index”) showing no wells in the EAW area. Well data was retrieved from the Minnesota Well Index.

b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item b.i. through Item b.iv. below.

i. Wastewater - For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.

1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

NA

2) If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system.

NA

3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges.

No facilities will be constructed onsite for wastewater as it will be minimal and handled by a portable toilet contract.

ii. Stormwater - Describe the quantity and quality of stormwater runoff at the site prior to and post construction. Include the routes and receiving water bodies for runoff from the site (major downstream water bodies as well as the immediate receiving waters). Discuss any environmental effects from stormwater discharges. Describe stormwater pollution prevention plans including temporary and permanent runoff controls and potential BMP site locations to manage or treat stormwater runoff. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after project construction.

The entire site is exposed to rainfall events. All active areas of the quarry, including crushing and stockpile locations can drain to the lowest point of the quarry. All stormwater is contained within the quarry by use of swales which aid in the infiltration of stormwater or divert the stormwater to the bottom of the quarry.

iii. Water appropriation - Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation.

Currently dewatering is not required because quarry operations stop above the water table. Washing is currently not done onsite and will not take place. No borings or excavation cross sections are available for the quarry. Historically the only water found has been from the pond locations.

iv. Surface Waters

- a) Wetlands - Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed, and identify those probable locations.

No wetlands are located on site

- b) Other surface waters- Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

Two ponds were excavated at the lower elevation of the quarry for use in washing activities. Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite.

12. Contamination/Hazardous Materials/Wastes:

- a. Pre-project site conditions - Describe existing contamination or potential environmental hazards on or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.

Excavation will require the use of heavy equipment and truck hauling along with the use of fuels, lubricants and hydraulic fluids. Mobile transport vendors will be used to replenish and maintain heavy equipment and trucks. Trucks and equipment will contain fuels and lubricating oils in onboard fuel tanks and in the engines. No fuel or lubricating oils will be stored on site. Some equipment and their hazardous reservoirs are:

- 40 ton truck: approximately 140 gal. fuel tank and 16 gal. of oil in the crankcase
- Hydraulic Excavator: approximately 200 gal. fuel tank and 14 gal engine oil.
- Front End Loader: approximately 280 gal. fuel tank and 25 gal. of oil in the crankcase

Employees shall be trained in spill prevention and planning. Training will include familiarity with site drainage patterns; spill control equipment and supplies, and proper notification procedures. The quarry

operation will not use toxic or hazardous materials which would lead to a regulated waste, discharge or emission.

In the event that a fuel spill does happen, mitigation measures including: observing safety precautions and stopping the spill, calling 911 if fire or public safety hazards are created, containing the spilled material, reporting the spill to the Minnesota Duty Officer and clean up. Spill containment and emergency preparedness can minimize damage and cost of cleanup. Materials such as containment sorbent and pads may be kept on-site during construction and quarry operations.

- b. Project related generation/storage of solid wastes - Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.

The site will include covered trash containers. Contract trash haulers will be routinely maintaining the trash receptacles.

- c. Project related use/storage of hazardous materials - Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any above or below ground tanks to store petroleum or other materials. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

There are no known existing contaminations or potential environmental hazards on or in close proximity to the project site. There will not be any above or below ground tanks to store petroleum products or other materials on the site beyond those that may be found in a job foreman's pickup truck or fuel delivery truck. Equipment will be filled from these transportable tanks. Delivery trucks will be fueling offsite.

Employees shall be trained in spill prevention and planning. Training will include familiarity with site drainage patterns; spill control equipment and supplies, and proper notification procedures. Oil changes may be completed at the site. The onsite mechanic will need to dispose of any used oil in an approved location.

- d. Project related generation/storage of hazardous wastes - Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling.

There will be no hazardous waste stored or generated onsite.

13. Fish, wildlife, plant communities, and sensitive ecological resources (rare features):

- a. Describe fish and wildlife resources as well as habitats and vegetation on or in near the site.

The project site and adjacent forests are hardwood and undergrowth species. Wildlife resources and habitats on or near the site are limited to those associated with the species inhabiting the nearby agricultural cropland, fence rows, and woodlands. Possible wildlife observed at the site may include whitetail deer, raccoons, skunks, wild turkeys, pheasants and a variety of other small birds and mammals.

- b. Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-____) and/or correspondence number (ERDB 20170324) from which the data were obtained and attach the Natural Heritage letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results.

The MDNR's Natural Heritage Information system was consulted and a database search was conducted to determine possible rare species of plants or animals based on a one mile radius of the site. Rare features within an approximate one mile radius were identified, but no records identified any federal listed species and were either historical or not of concern given the project details. The proposed project is not believed to adversely affect any known occurrences of rare features. If however a sensitive ecological resource is found, measures will be taken to ensure protection.

- c. Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.

Possible effects of the quarry's operation are heavy traffic, change in habitat and noise pollution. There will be no spread of invasive species. Restoration will replace lost habitat.

- d. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to fish, wildlife, plant communities, and sensitive ecological resources.

If sensitive ecological resource are found, measures will be taken to ensure protection, Restoration will replace lost habitat.

14. Historic properties:

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

To detect historical properties on the site, the Minnesota State Historical Preservation Office (SHPO) was contacted and a database search was conducted on the site. Results in the area show no

archaeological sites or historical structures being identified from a search of the Minnesota Archaeological Inventory and Historic Structures Inventory.

15. Visual:

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

An access drive and buffer area of approximately 60 yards in length or more creates distance from visual activity of the quarry's operations from Highway 44. Stockpile areas shall be placed within the quarry limits and existing trees between the quarry boundary and the highway will be maintained to provide some visual buffer of the site (See Figure: 3 "Land Cover"). Depending upon weather conditions and the prevailing wind direction, occasional dust may be visible during dry periods (See 16c for more details). No stationary sources or fixed exhaust stacks are anticipated which could create additional visual impacts.

16. Air:

- a. Stationary source emissions** - Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants, and any greenhouse gases. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.

There are no stationary source air emissions. All quarry equipment will be mobile and will move as the working face migrates across the quarry site. Limestone excavated out of the quarry is not easily airborne and the dust particles created are not easily suspended in the air for prolonged periods. Therefore, the dust from the quarry is expected to be confined to the property limits. Dust suppressants such as misting around equipment, enclosed equipment, watering or treatments of the haul roads, covered truck loads, clean-up of spilled material, limiting the exposed working face are primary tools for minimizing dust.

If there are complaints of fugitive dust, J&C Farms can be contacted for corrected action.

- b. Vehicle emissions** - Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g. traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.

Vehicle-related emissions generated by this project will consist primarily from emissions from mobile sources including heavy equipment used at the quarry. Emissions from vehicles and equipment are controlled by the manufacturer in accordance with SEPA regulations and federal fuel standards. All equipment and trucks will be compliant with current air emission, efficiency and fuel use standards. Quarry equipment and haul trucks are constantly moving to stay efficient at the open quarry area. The level of traffic generated by the quarry activity is not expected to lead to any measurable decrease in air quality due to vehicle emissions. At the quarry site the open atmosphere, elevation and topography of the loading areas allows for diffusion of the engine emissions and will not cause

weather inversions or contribute to pockets of air with excessive pollution levels.

- c. Dust and odors** - Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 16a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.

The limestone rock has no odor. Diesel odors will be emitted by construction equipment during excavation and transportation at the site. Emissions are regulated by the USEPA at the manufacturer of the equipment and trucks.

Dust generation can be expected during excavation and grading activities on the site. Dust control is a requirement of the SWPPP and may include wet suppression using water and/or chloride applications to graded areas, stock piles, haul roads, or material before being crushed or screened. Long-term measures to minimize fugitive dust emissions include stabilizing disturbed soils including overburden and poor quality sand stockpiles with vegetation. The quarry plan proposes to establish vegetation over all operational areas that are not in active use. Berms and stockpiles of overburden that will not be exported will be placed to create windbreaks from the prevailing NW and SW winds. Dust suppression misting systems may be implemented at the site.

For blasting operations, professional and licensed blasting contractors will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction.

17. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. Quarry noise will be typically associated with the operation of motorized vehicles and construction equipment. All diesel and gasoline driven equipment will have mufflers. To the extent practicable the processing equipment will be shielded and placed near the quarry's main excavation areas.

The area is sparsely populated and there are few noise receptors in close proximity to the site. The closest residence is approximately 1100 feet from the quarry boundary to the west. The next closest residence is 1400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area. Residences within close proximity will be notified before blasting occurs. J&C Farms can be notified if noise is an issue.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. The blaster-in-charge of each blasting event must be currently licensed by the Minnesota Department of Public Safety.

Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment. Houston County ordinance states: When explosives are used, the operator shall take all necessary precautions not to endanger life and damage or destroy property. The method of storing and handling explosives shall conform to all laws and regulations relating thereto.

The quarry operator is obligated to take all reasonable actions necessary to control and minimize adverse effects of blasting events, including flyrocks, airblasts, ground vibrations and seismic damage to adjacent wells, dwellings, buildings, monuments and structures. The quarry operator will not store any explosives or blasting agents at the excavation or quarry site.

This applicant acknowledges and recognizes the requirement to adhere to Minnesota Administrative Rules Chapter 7030, Noise Pollution Control (Mn Rules 7030) for Class 3 noise areas (agricultural and related activities) that prescribes standards for day and night that “are consistent with speech, sleep, annoyance and hearing conservation requirements for receivers.

The maximum allowable noise levels for this activity, per Mn Rules 7030, would be measured at the property line and would need to be less than:

- Daytime and nighttime: L10 (10% of the time in a one hour survey) = 80 dB
- Daytime and nighttime: L50 (50% of the time in a one hour survey) = 75 dB

18. Transportation

- a. Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.

The existing quarry currently has two access points off of State Highway 44 and will be used for all activities. Haul routes to and from the site will avoid residential streets. Truck traffic to and from the quarry varies day to day with increased traffic for major projects. The quarry currently operates on average 20-24 truck trips per day (10-12 trucks in and 10-12 trucks out) and 8 employee trips per day (4 in and 4 out). Two lane state highways are typically designed for 10,000 vehicles per day. Traffic data is from MnDOT for 2014 (See Figure: 11 “Traffic Data”) and shows that State Highway 44 is functioning at 2900 vehicle per day. No sections of the route are forecast to reach capacity and all truck will be subject to state/local regulations and restrictions along with County road monitoring.

Proposed quarry activities and hauling may take place between 6 am and 8 pm CST Monday through Friday and 8 am to 3 pm on Saturdays. Permission from the county zoning administrator may be granted for operations beyond these hours to respond to public or private emergencies or whenever any reasonable or necessary repairs to equipment are required to be made. Quarry operations can take place year round but the hauling and excavation of materials are greatly affected when temperatures are below freezing. Hauling is further affected by spring road bans which are established by MnDOT. Parking spaces on the quarry site will be determined by the workers, if the expansion requires a new parking location vehicles and equipment will be moved to a safe out of the way area. Per the NPDES permit best management practices involving street sweeping will be controlled as needed.

- b. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. *If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance,*

Average days there are two trucks at the site expected to produce an average of 24 truck trips per day with a total of 8 personal vehicle trips per day. Low truck counts of 3-4 trips per hour with proper vehicle safety best management practices in place should prevent traffic congestion from being a factor. Vehicle count may exceed during busy periods or future projects. Vehicle counts from the site will not exceed State Highway 44's limit of 10,000 vehicles per day or impact study requirements of peak hour traffic generated exceeding 250 vehicles and or total daily trips exceeding 2500 vehicles.

- c. Identify measures that will be taken to minimize or mitigate project related transportation effects.

Vehicle safety and best management practices should always be implemented on site.

19. Cumulative potential effects: (Preparers can leave this item blank if cumulative potential effects are addressed under the applicable EAW Items)

- a. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.

No other major projects or changes in land use are foreseen in the general vicinity. Being a rural area, it is not likely to experience substantial development and change.

- b. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.

If an expansion occurred, a different CUP would be required at that time and the proposed site would be reclaimed back to agricultural or reestablished as grass or woodland.

- c. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

NA

20. Other potential environmental effects: If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss the how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

No other potential environmental impacts are expected that haven't been addressed by items 1 to 19.

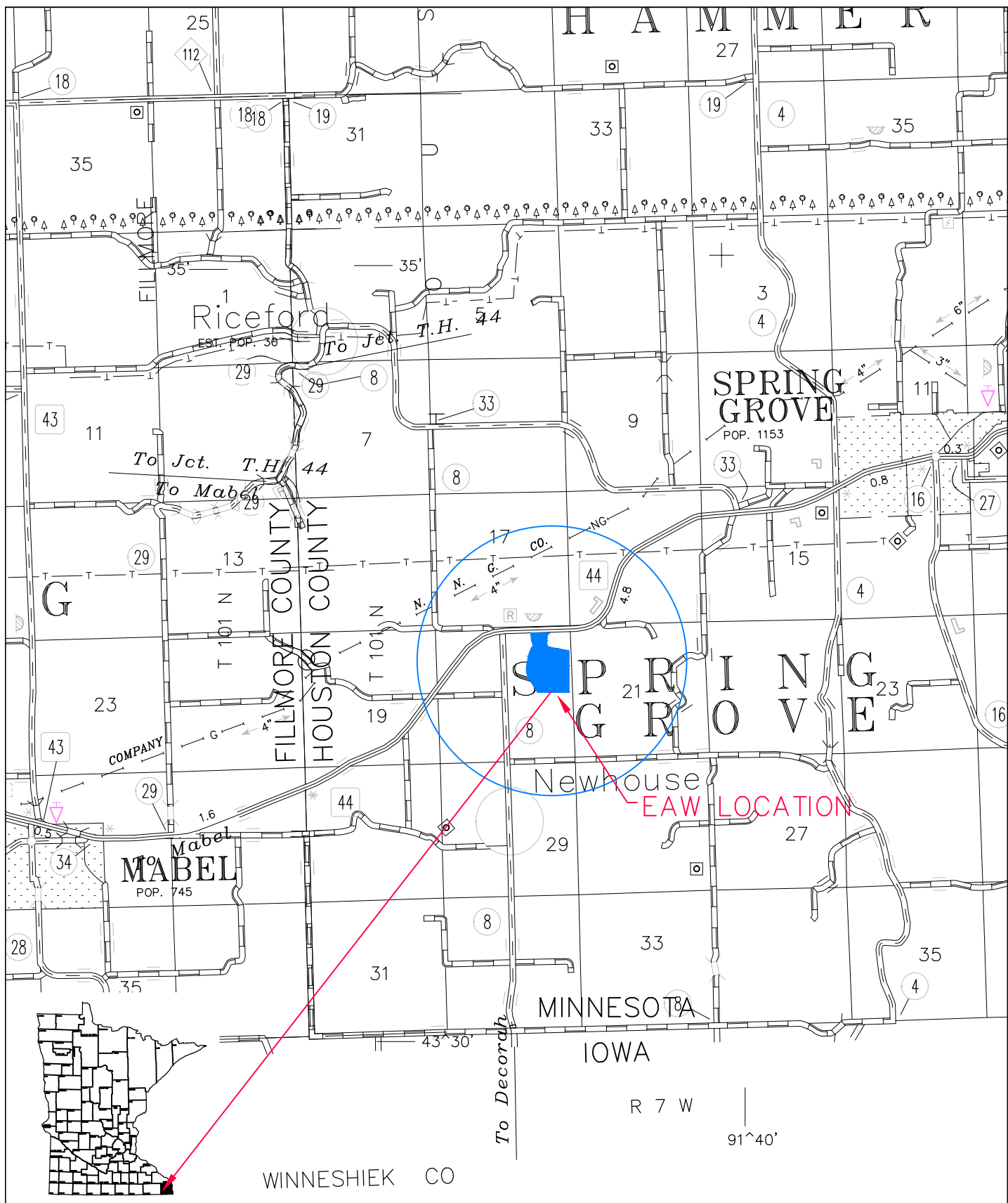
RGU CERTIFICATION. *(The Environmental Quality Board will only accept **SIGNED** Environmental Assessment Worksheets for public notice in the EQB Monitor.)*

I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature:  Date: 7/31/17

Title: Zoning Admin



LOCATION MAP HOUSTON COUNTY, MN

FIGURE 1

LAST REVISED: 2-7-2017

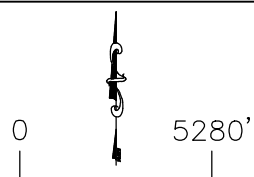
G³

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APPROVED CUP - 51 ACRES

- ACTIVE QUARRY - 28 ACRES
- REMAINING CUP - 23 ACRES

PROPOSED CUP EXPANSION - 3 ACRES

POTENTIAL MATERIAL SOURCE - 16 ACRES

APPROVED
CUP AREAS

EAW BOUNDARY

ACTIVE
QUARRY

POTENTIAL
MATERIAL
SOURCE

APPROVED
CUP AREA

PROPOSED CUP
EXPANSION AREAS

PROPERTY BOUNDARY

PROPOSED
EXPANSION

Figure 2

LAST REVISED: 2-10-2017

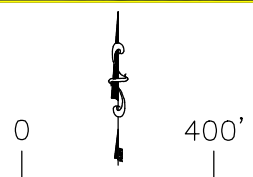
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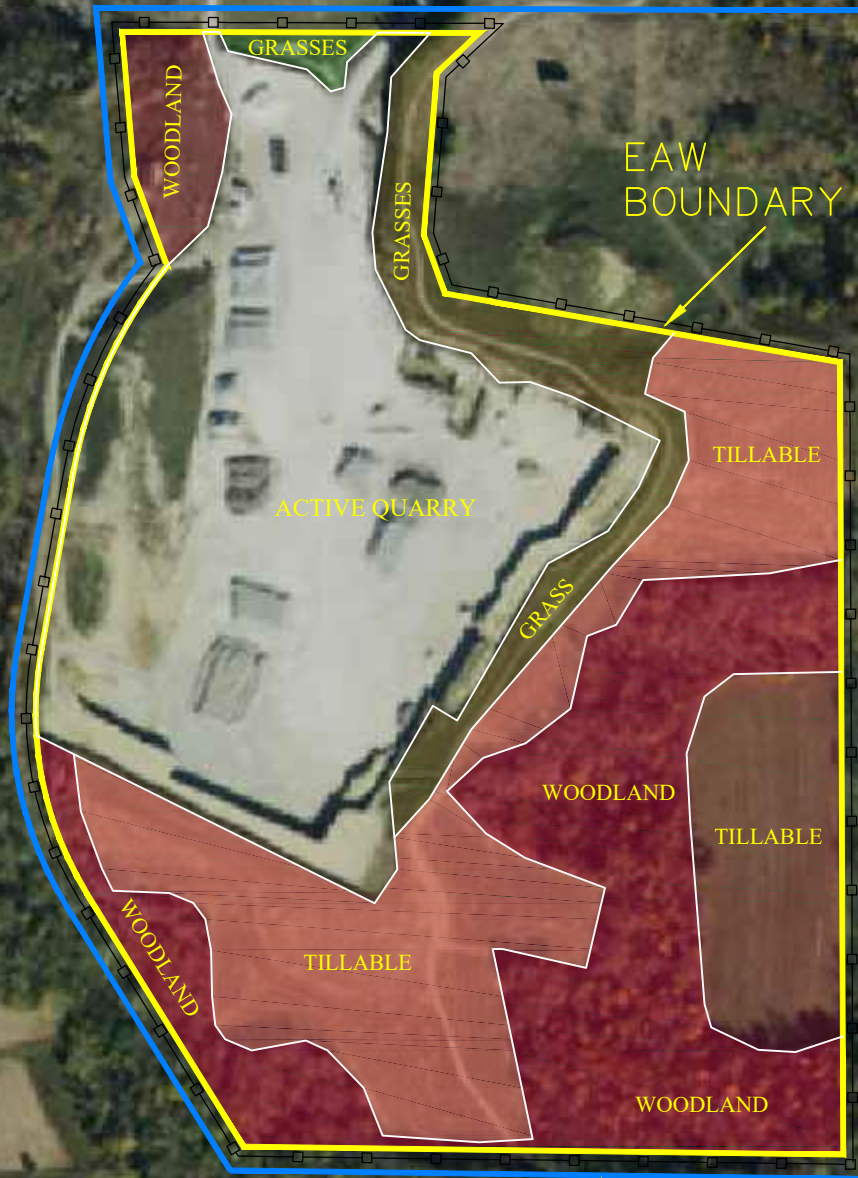
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AREAS:
 ACTIVE QUARRY - 28 ACRES
 GRASS AREAS - 5 ACRES
 WOODLANDS - 17 ACRES
 TILLABLE AREAS - 20 ACRES



LAND COVER
 BING MAPS

Figure 3

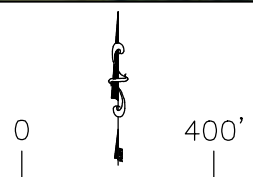
LAST REVISED: 2-10-2017

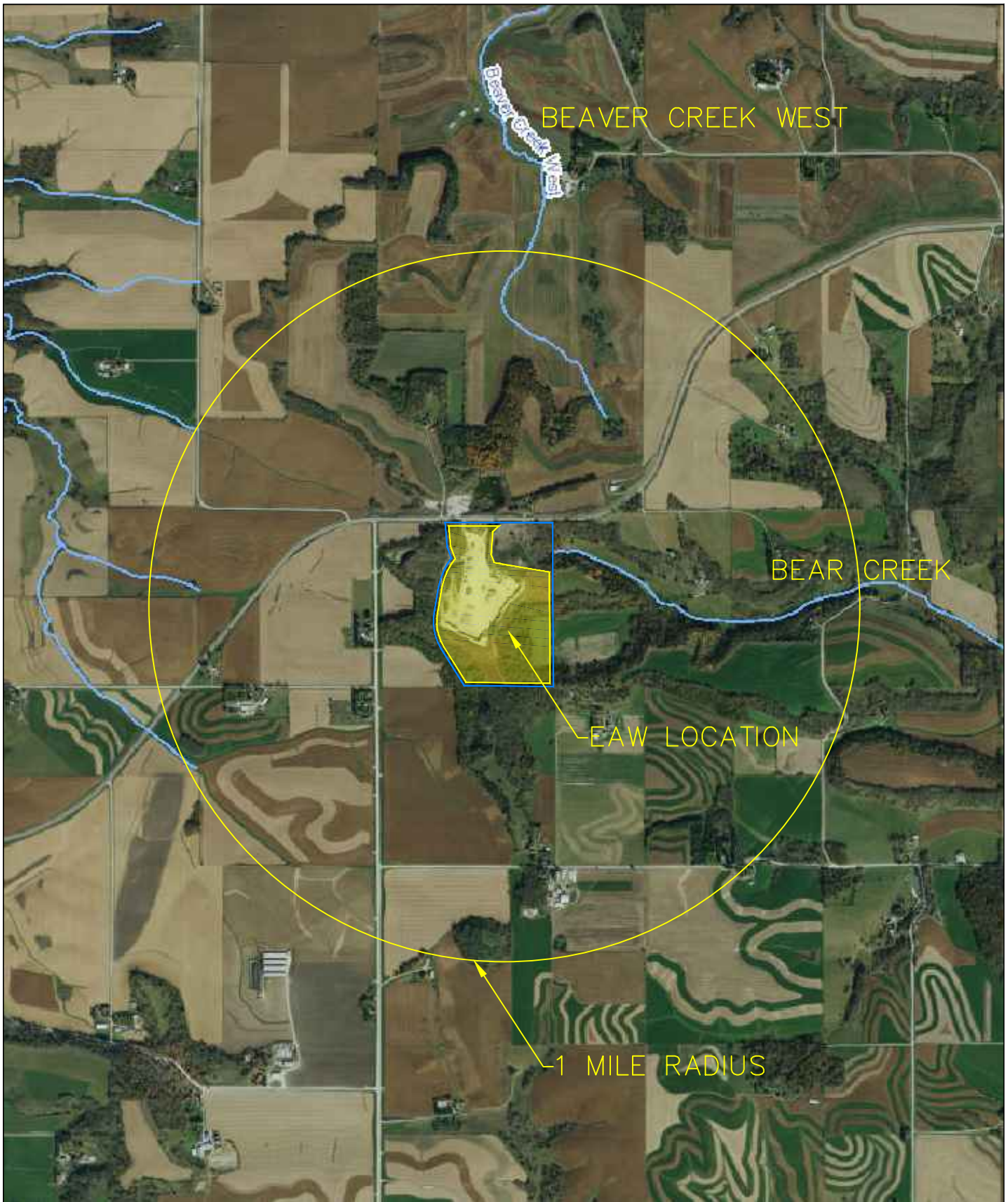
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WATERS MAP
MPCA

FIGURE 4

LAST REVISED: 2-9-2017

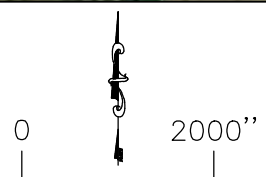
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NATIONAL WETLANDS INVENTORY

Figure 5

LAST REVISED: 2-10-2017

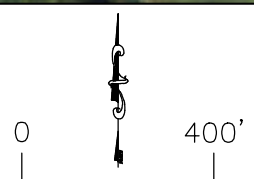
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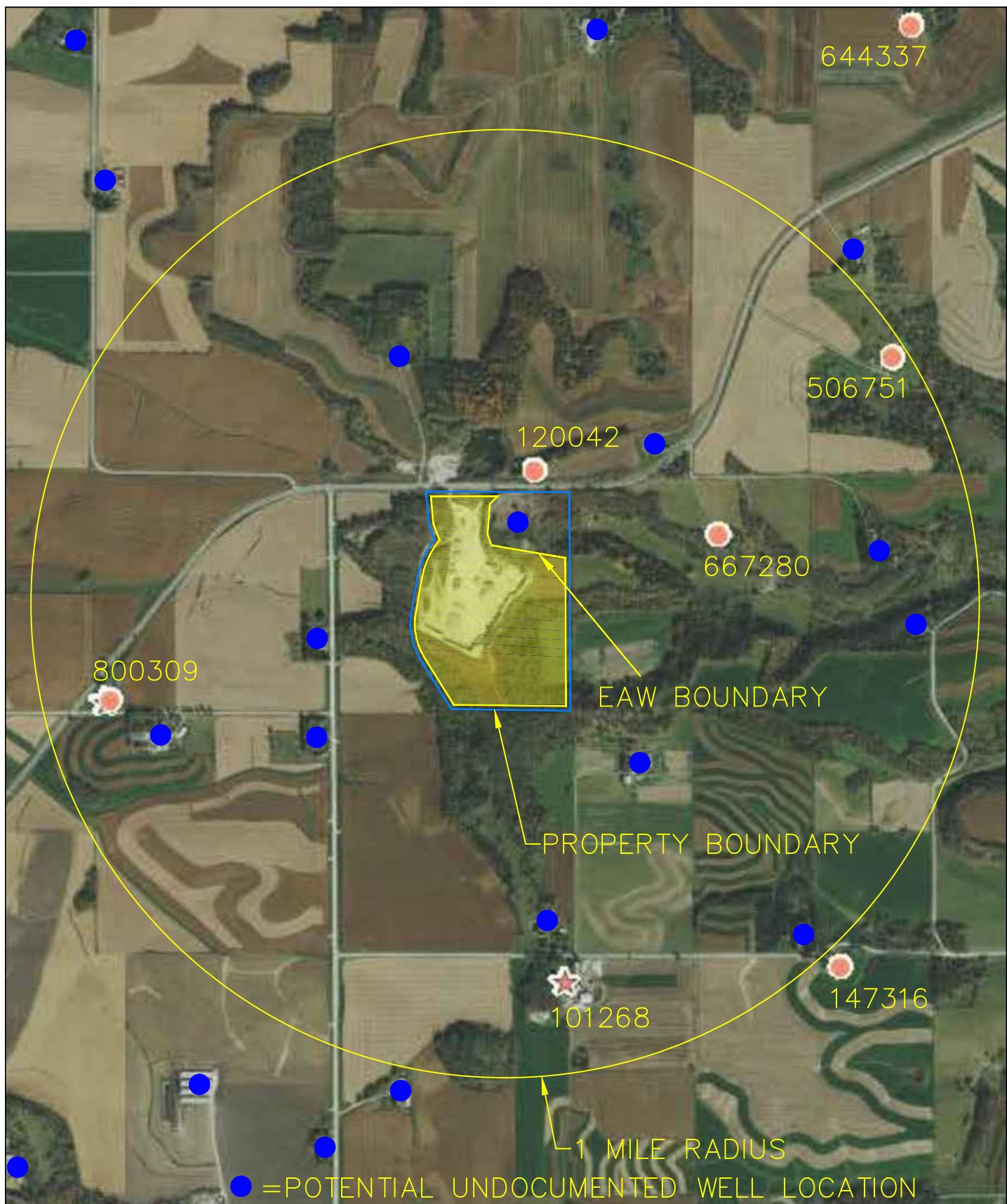
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COUNTY WELL INDEX MAP

Figure 6

LAST REVISED: 2-9-2017

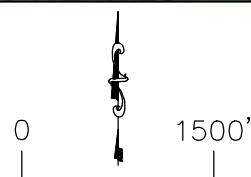
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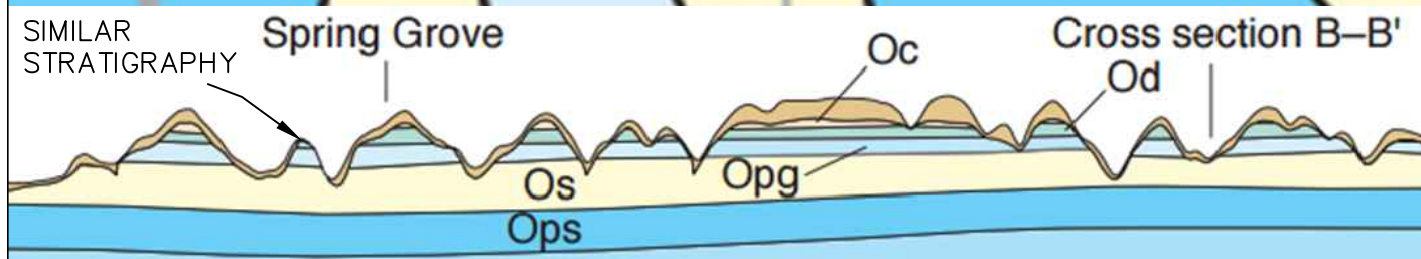
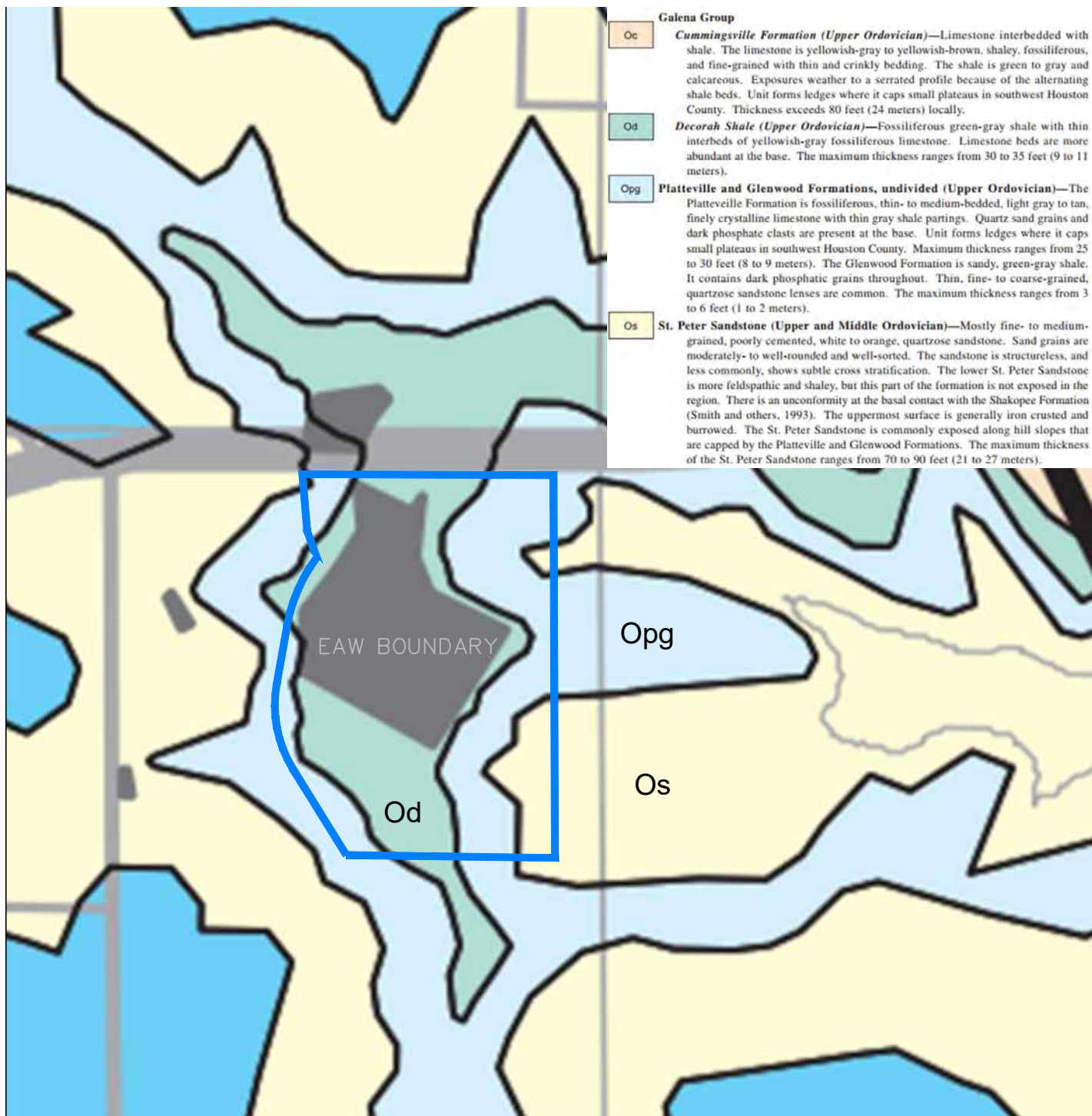
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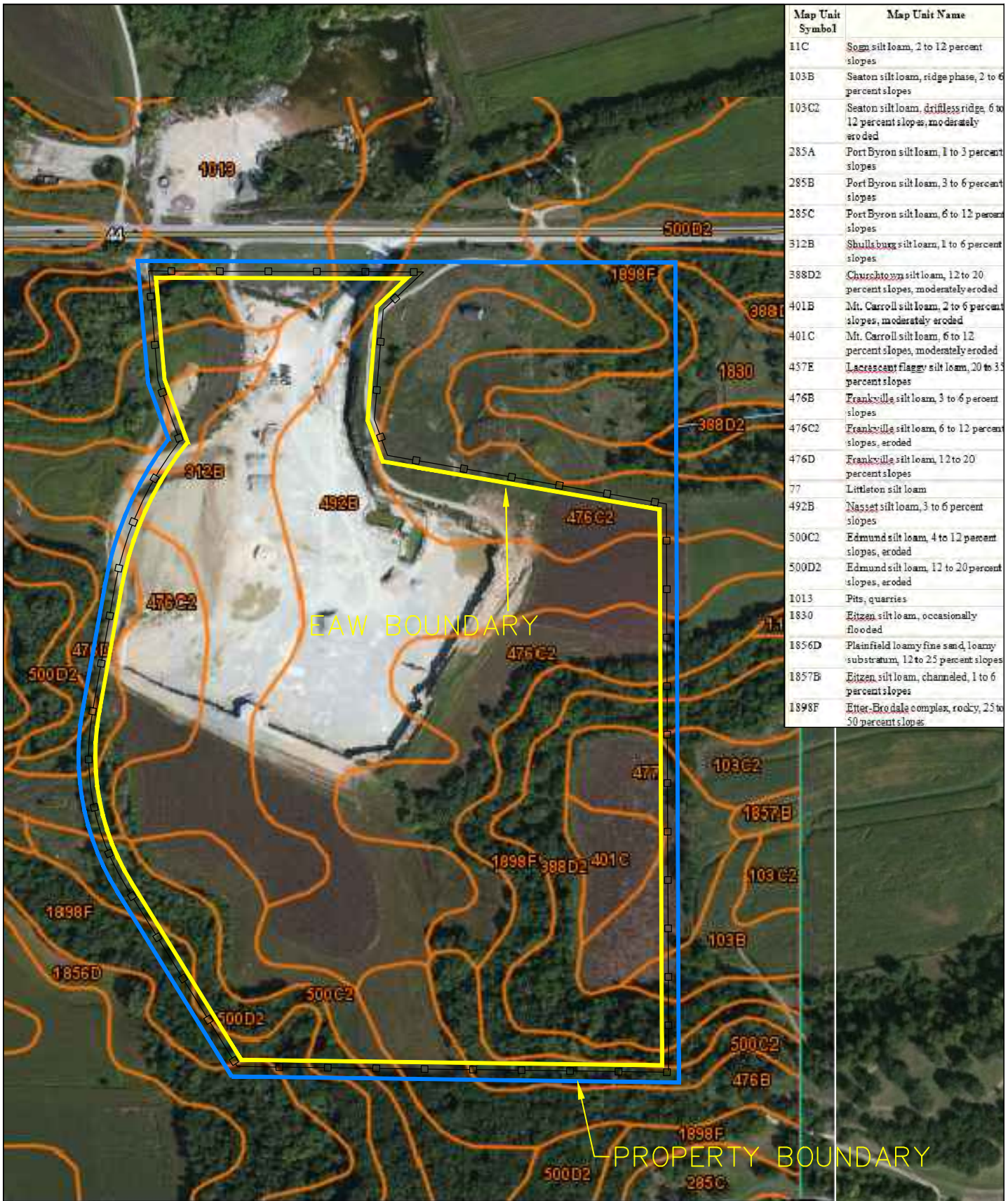
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Map Unit Symbol	Map Unit Name
11C	Som silt loam, 2 to 12 percent slopes
103B	Seaton silt loam, ridge phase, 2 to 6 percent slopes
103C2	Seaton silt loam, driftless ridge, 6 to 12 percent slopes, moderately eroded
285A	Port Byron silt loam, 1 to 3 percent slopes
285B	Port Byron silt loam, 3 to 6 percent slopes
285C	Port Byron silt loam, 6 to 12 percent slopes
312B	Shullsburg silt loam, 1 to 6 percent slopes
388D2	Churchtown silt loam, 12 to 20 percent slopes, moderately eroded
401B	Mt. Carroll silt loam, 2 to 6 percent slopes, moderately eroded
401C	Mt. Carroll silt loam, 6 to 12 percent slopes, moderately eroded
437E	Lacrescent flaggy silt loam, 20 to 35 percent slopes
476B	Frankville silt loam, 3 to 6 percent slopes
476C2	Frankville silt loam, 6 to 12 percent slopes, eroded
476D	Frankville silt loam, 12 to 20 percent slopes
77	Littleton silt loam
492B	Nasset silt loam, 3 to 6 percent slopes
500C2	Edmund silt loam, 4 to 12 percent slopes, eroded
500D2	Edmund silt loam, 12 to 20 percent slopes, eroded
1013	Pits, quarries
1830	Eitzen silt loam, occasionally flooded
1856D	Plainfield loamy fine sand, loamy substratum, 12 to 25 percent slopes
1857B	Eitzen silt loam, channeled, 1 to 6 percent slopes
1898F	Etter-Brodale complex, rocky, 25 to 50 percent slopes

USDA
SOILS MAP

Figure 8

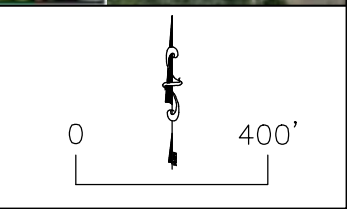
LAST REVISED: 2-10-2017

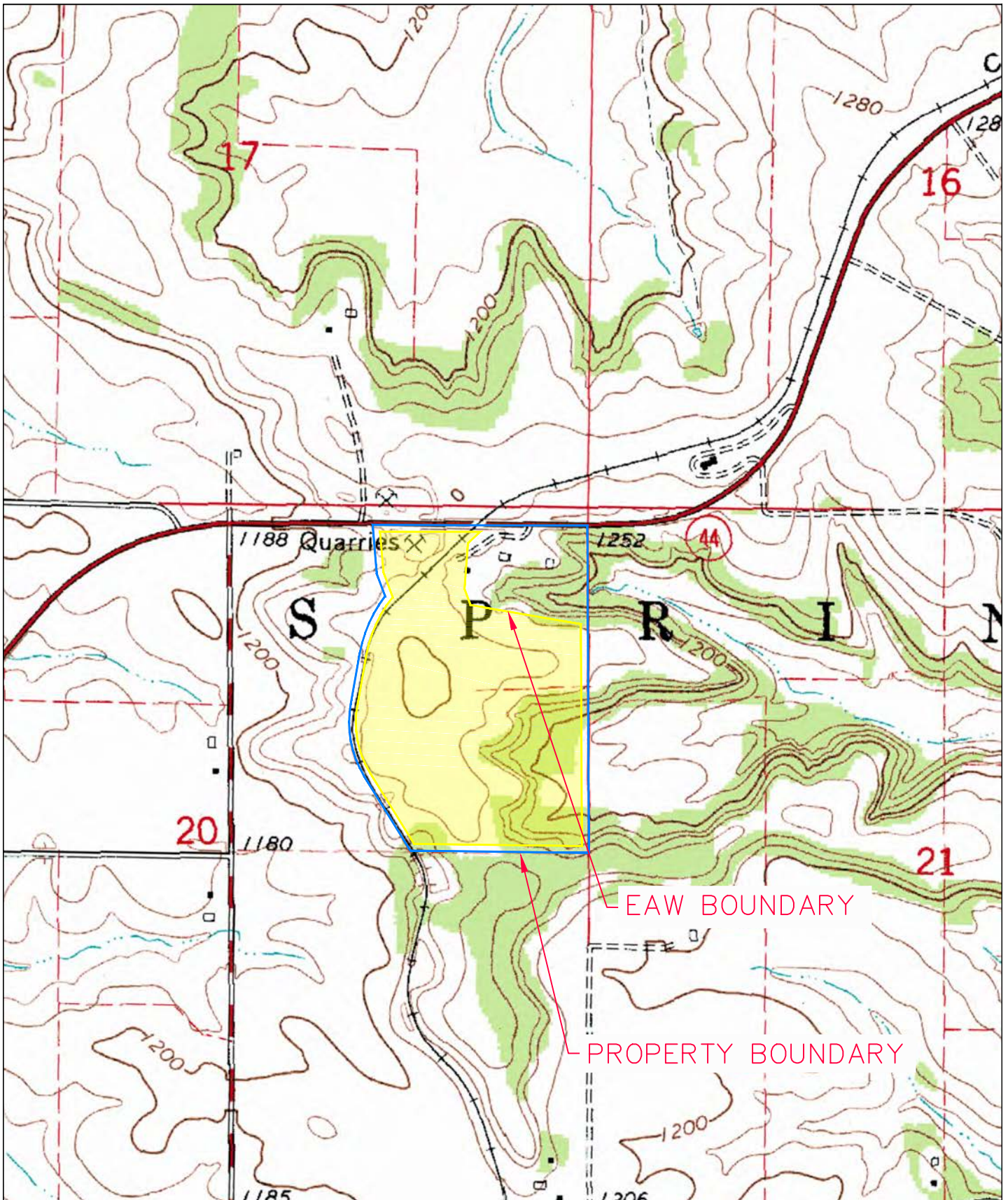
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QUAD MAP
7.5 MINUTE QUAD

Figure 9

LAST REVISED: 2-7-2017

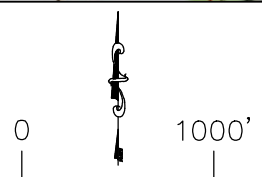
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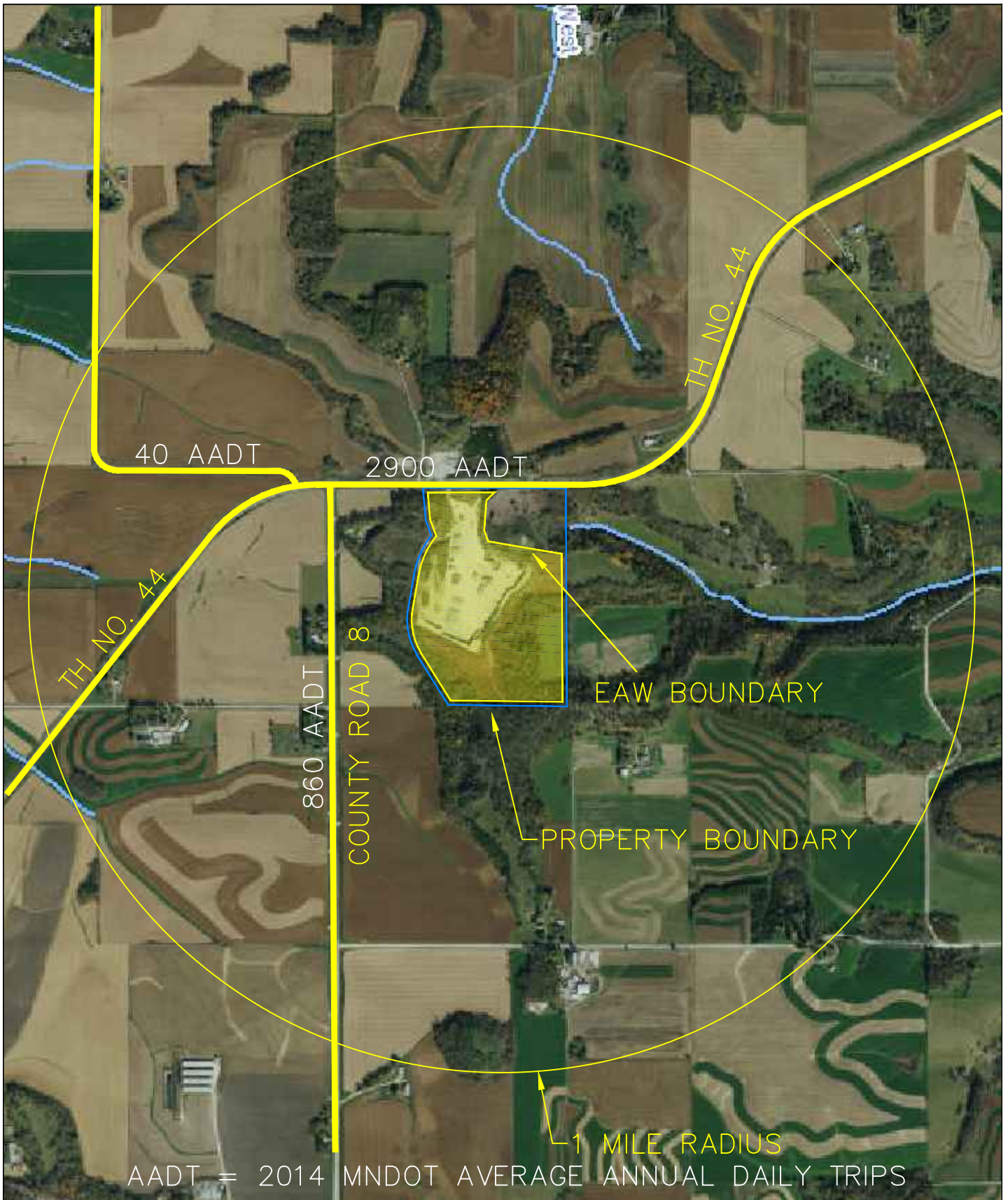
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TRAFFIC DATA
MN DEPT. OF
TRANSPORTATION

Figure 11

LAST REVISED: 2-9-2017

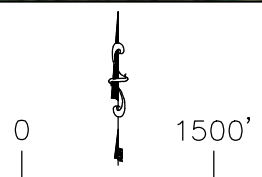
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RECLAMATION MAP

Figure 12

LAST REVISED: 2-10-2017

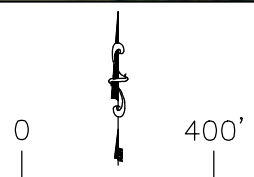
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NO STAPLES
PLEASE

2012	For Agency Use Only:		#Sec _____ Contact Rqsted? _____
	Received _____ Due _____	Inv _____	#EOs _____ Survey Rqsted? _____
	Search Radius _____ mi. L / I / D EM	Map'd _____	#Com _____
	NoR / NoF / NoE / Std / Sub	Let _____ Log out _____	Related ERDB# _____

NATURAL HERITAGE INFORMATION SYSTEM (NHIS) DATA REQUEST FORM

Please read the instructions on page 3 before filling out the form. Thank you!

WHO IS REQUESTING THE INFORMATION?

☒ Mr. Name and Title Chris Priebe
☐ Ms. Agency/Company G-Cubed

Mailing Address 14070 Hwy 52 SE Chatfield MN 55923
(Street) (City) (State) (Zip Code)

Phone 507-867-1666 e-mail chrisp@ggg.to

Responses will be sent via email. ☐
 If you prefer US Mail check here: ☐

THIS INFORMATION IS BEING REQUESTED FOR A:

- ☐ Federal EA ☒ State EAW ☐ PUC Site or Route Application ☐ Watershed Plan ☐ BER
☐ Federal EIS ☐ State EIS ☐ Local Government Permit ☐ Research Project
☐ NEPA Checklist ☐ Other (describe) _____
☐ Check here if this project is funded through any of the following grant programs: Lessard-Sams Outdoor Heritage Council (L-SOHC), Conservation Partners Legacy (CPL), or Legislative-Citizen Commission on Minnesota Resources (LCCMR).

INFORMATION WE NEED FROM YOU:

- 1) **Enclose a map** of the project boundary/area of interest (topographic maps or aerial photos are preferred).
- 2) Please **provide a GIS shapefile*** (NAD 83, UTM Zone 15N) of the project boundary/area of interest.
- 3) List the following locational information* (attach additional sheets if necessary):

For Agency Use: Region / MCBS Status	County	Township #	Range #	Section(s) (please list all sections)	For Agency Use: TRS Confirmed <input type="checkbox"/>
	Houston	101	7	20	

- 4) Please provide the following information (attach additional sheets if necessary):

Project Name: Underpass Quarry

Project Proposer: Curt Roverud

Description of Project (including types of disturbance anticipated from the project):

Existing non-metallic mineral mining operation looking to expand greater than the mandatory EAW 40 acre threshold.

Describe the existing land use of the project site. What types of land cover / habitat will be impacted by the proposed project? Existing Rock Quarry and ag fields on flat areas with trees on side slopes of hills.

List any waterbodies (e.g., rivers, intermittent streams, lakes, wetlands) that may be affected by the proposed project, and discuss how they may be impacted (e.g., dewatering, discharge, riverbed disturbance).

No known streams or wetlands on-site.

Does the project have the potential to affect any groundwater resources (e.g., groundwater appropriation, change in recharge, or contamination)?

No

To your knowledge, has the project undergone a previous Natural Heritage review? If so, please list the correspondence #: ERDB # _____. How does this request differ from the previous request (e.g., change in scope, change in boundary, project being revived, project expansion, different phase)?

No

To your knowledge, have any native plant community or rare species surveys been conducted within the site? If so, please list: No

List any DNR Permits or Licenses that you will be applying for or have already applied for as part of this project:

None

INFORMATION WE PROVIDE TO YOU:

1) The response will include a Natural Heritage letter. If applicable, the letter will discuss potential effects to rare features.

- ☐ Check here if you are interested in a list of rare features in the vicinity of the area of interest but you do **not** need a review of potential effects to rare features. Please list the reason a review is not needed:

2) Depending on the results of the query or review, the response may include an Index Report of known aggregation sites and known occurrences of federally and state-listed plants and animals* within an approximate one-mile radius of the project boundary/area of interest. The Index Report and Natural Heritage letter can be included in any public environmental review document.

3) A Detailed Report that contains more information on each occurrence may also be requested. Please note that the Detailed Report may contain specific location information that is protected under *Minnesota Statutes*, section 84.0872, subd. 2, and, as such, the Detailed Report may not be included in any public document (e.g., an EAW).

- ☒ Check here if you would like to request a Detailed Report. Please note that if the results of the review are 'No Effects' or a standard comment, a Detailed Report may not be available.

FEES / TURNAROUND TIME

There is a fee* for this service. Requests generally take **3-4 weeks** from date of receipt to process, and are processed in the order received.

I have read the entire form and instructions, and the information supplied above is complete and accurate. I understand that material supplied to me from the Natural Heritage Information System is copyrighted and that I am not permitted to reproduce or publish any of this copyrighted material without prior written permission from the DNR. Further, if permission to publish is given, I understand that I must credit the Minnesota Division of Ecological and Water Resources, Minnesota Department of Natural Resources, as the source of the material.

Signature
(required)

Note: Digital signatures representing the name of a person shall be sufficient to show that such person has signed this document.

Mail or email completed form to:
Lisa Joyal, Endangered Species Review Coordinator
Division of Ecological and Water Resources
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul, Minnesota 55155
Review.NHIS@state.mn.us

Form is available at
http://files.dnr.state.mn.us/eco/nhrp/nhis_data_request.pdf

Revised March 2, 2012

* Please see the instructions on page 3.

ChrisP

From: Thomas Cinadr <thomas.cinadr@mnhs.org>
Sent: Thursday, February 2, 2017 8:48 AM
To: ChrisP
Subject: Re: Overpass Quarry SHPO information request

Follow Up Flag: Follow up
Flag Status: Completed

THIS EMAIL IS NOT A PROJECT CLEARANCE.

This message simply reports the results of the cultural resources database search you requested. The database search produced results for only previously known archaeological sites and historic properties. Please read the note below carefully.

No archaeological sites or historic structures were identified in a search of the Minnesota Archaeological Inventory and Historic Structures Inventory for the search area requested.

The result of this database search provides a listing of recorded archaeological sites and historic architectural properties that are included in the current SHPO databases. Because the majority of archaeological sites in the state and many historic architectural properties have not been recorded, important sites or structures may exist within the search area and may be affected by development projects within that area. Additional research, including field survey, may be necessary to adequately assess the area's potential to contain historic properties.

If you require a comprehensive assessment of a project's potential to impact archaeological sites or historic architectural properties, you may need to hire a qualified archaeologist and/or historian. If you need assistance with a project review, please contact Kelly Gragg-Johnson in Review and Compliance @ 651-259-3455 or by email at kelly.graggjohnson@mnhs.org.

The Minnesota SHPO Survey Manuals and Database Metadata and Contractor Lists can be found at <http://www.mnhs.org/shpo/survey/inventories.htm>

Tom Cinadr
Survey and Information Management Coordinator
Minnesota Historic Preservation Office

Minnesota Historical Society
345 Kellogg Blvd. West
St. Paul, MN 55102

651-259-3453

On Mon, Jan 30, 2017 at 1:33 PM, ChrisP <chrisp@ggg.to> wrote:

Please see attached letter.

Chris Priebe

Engineering Specialist

G-Cubed

Phone (507) 867-1666 ext 104

Cell (507) 259-5266

Fax: (507) 867-1665

www.ggg.to



ENGINEERING
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January 30, 2017

Tom Cinadr
Survey and Information Management Coordinator
Minnesota State Historic Preservation Office
thomas.cinadr@mnhs.org
[651-259-3453](tel:651-259-3453)

RE: Underpass Rock Quarry Database Search, Houston County, MN

Tom Cinadr,

G-Cubed Engineering is requesting a database search for historical architecture and archaeological sites located in the given area.

The NE 1/4 of Section 20 of Township 101 N, Range 7 W, in Houston County, MN.

An EAW is being prepared for an existing rock quarry expansion in Houston County, Minnesota. Please call me with any questions.

Please respond to my email at chrisp@ggg.to

Thank you,

A handwritten signature in blue ink, appearing to read 'Chris Priebe', written over the printed name.

G-Cubed Engineering
14070 Hwy 52 SE
Chatfield, MN 55923

(507) 867-1666 (Phone)
(507) 867-1665 (Fax)
chrisp@ggg.to

\$250.00

No. 284

State of Minnesota,
County of Houston

Township of Spring Grove
Office of Zoning Administration

CONDITIONAL USE PERMIT

IN CONSIDERATION OF The statements and representations made by Curt Roverud of J and C Farms
PO Box 342, Spring Grove, MN 55974
 in application therefore duly filed in this office, which application is hereby made a part hereof, PERMISSION IS HEREBY
 GRANTED To said Curt Roverud of J and C Farms as owner
 to expand a rock quarry (Section 26 - 0110.2604, Subdivision 1, Subsection 1-7) and do mineral extraction in an ag district (Section 13 - 0110.1303,
Subdivision 1, Subsection 22)
 upon that tract of land described as follows: Lot _____ Block _____; plat or addition _____
Part of the NE 1/4 - 72.23A, Section 20, Township 101, Range 7
 which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and his _____ contractors, agents, workers and employees, shall comply in all respects with the ordinances of the County of Houston.

Given under the hand of the Zoning Administration of Houston County and its corporate seal and attested this
16th day of June 2008.

Parcel # _____



Zoning Administration

This permit is not transferable. Refer to the backside of the permit for additional stipulations.

And subject to the following conditions, if any:

- 1) Submitted Reclamation plan be followed.
- 2) Blasting be limited to a 30,000 ton blast.
- 3) Setback on south, east and west property lines will be increased as indicated on the redrawn ArcMap Photo.
- 4) That all state, local and federal permits be obtained and followed (including those of MSHAW.)
- 5) The Conditional Use Permit be reviewed every (5) years for a five (5) year extension.

RESOLUTION #17-45

APPROVE FINDINGS OF FACT AND RECORD OF DECISION FOR THE PROPOSED CURT ROVERUD (J&C FARMS, INC.) EXPANSION OF THE UNDERPASS QUARRY AND THE NEGATIVE DECLARATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT

WHEREAS, Curt Roverud (J&C Farms Inc.) proposes a 19 acre expansion of the Underpass Quarry, from 51 acres to 70 acres; and

WHEREAS, MN Rules 4410.4300, subpart 12, classifies the project as a Mandatory Environmental Assessment Worksheet (EAW) Category because the project proposes to excavate 40 or more acres; and

WHEREAS, Houston County is the Responsible Governmental Unit for preparing the EAW and for determining the potential for environmental impacts of the project; and

WHEREAS, Houston County distributed the EAW for the required 30-day comment period on August 7, 2017; and

WHEREAS, the 30-day comment period ended on September 7, 2017; and

WHEREAS, Houston County received comments on the EAW from five entities; and

WHEREAS, pursuant to Minnesota Rules 4410.1700 Subp. 2a B. Houston County extended the deadline for a decision on the need for an Environmental Impact Study until November 7, 2017; and

WHEREAS, Houston County, reviewed the comments, and prepared a specific written response to each in accordance with Minnesota Rules (see attached Exhibit A: Findings of Fact and Record of Decision); and

WHEREAS, the preparation of the EAW and comments received on the EAW have generated information adequate to determine whether the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry has the potential for significant environmental impacts; and

WHEREAS, the Houston County Board held a public meeting on October 17, 2017, to review the EAW, provided written findings, and determined that there is no need for the preparation of an Environmental Impact Statement (EIS); and

WHEREAS, the Houston County Board, based on the findings of fact, concludes that an Environmental Impact Statement (EIS) for the project is not necessary because (1)

the Project does not fall within a mandatory EIS category as set for in Minnesota Rules 4410.4400; and (2) the Project does not have the potential for significant environmental effects according to the criteria and procedures set forth in Minnesota Rules 4410.1700.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSTON COUNTY, MINNESOTA BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. Findings of Fact and Record of Decision. The Houston County Board adopts the Findings of Fact and Record of Decision related to the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry incorporated herein as Exhibit A.

Section 2. Negative Declaration. The Houston County Board finds based on the adopted Findings of Fact and Record of Decision that no Environmental Impact Statement is required for the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry.

Section 3. Direction to Publish. The Houston County Board directs that this resolution and the attached Findings of Fact and Record of Decision be distributed within five days in accordance with Minnesota Rules 4410.1700, subpart 5.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

*****CERTIFICATION*****


STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Charlene Meiners, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated October 17, 2017.

WITNESS my hand and the seal of my office this 17th day of October, 2017.

(SEAL)


Charlene Meiners, County Auditor

Number 2019- CUP- 54754	J&C FARMS INC 130255001 Conditional Use Request Submitted by j and c farms on 12/11/2019	
---	---	---

CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 12/11/2019 3:17:11 PM and saved by: alacher

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 **\$500.00**
Fee

Recording Fee **\$46.00**

Application Type:
Conditional Use

APPLICANT INFORMATION [\[Edit\]](#) Last updated: 12/11/2019 3:19:03 PM and saved by: j and c farms

Applicant Name	J&C FARMS INC
Telephone Number	5074983238
Address	103 2nd Ave.S.E., 27
City	Spring Grove
Zip	55974
Parcel Tax ID	130255001
Legal Description	Sect-20 Twp-101 Range-007 72.83 AC PT NE1/4 & ROAD EASEMENT - .6A B 351 P 773
Section-Township-Range	20-101-007
Do you own additional adjacent parcels	Yes

Township of:	Spring Grove
--------------	---------------------

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 to inform my township of my application. **Yes**

Township Contacts

CONDITIONAL USE REQUEST [\[Edit\]](#) Last updated: 12/11/2019 3:22:47 PM and saved by: alacher

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

Describe in detail your request. **amend the current CUP number 284**

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

103 2nd Ave.S.E., 27

Requested Dimension:

29.45 acres

**Please upload any
supporting documents:**

[Application to amend CUP 284.pdf \(download\)](#)
[Environmental Assessment Worksheet - Underpass
Quarry.pdf \(download\)](#)
[Letter RE Application Edits.pdf \(download\)](#)
[Resolution Packet - Underpass - Negative Declaration
FINAL.pdf \(download\)](#)

CONDITIONAL USE FINDING OF FACTS [\[Edit\]](#) Last updated: 12/11/2019 4:28:12 PM and
saved by: alacher

[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:

yes

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

Yes

Comments:

**aggregate is used for state,county,township and local
customers.**

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

Yes

Comments:

An EAW was competed and accepted by the County.

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

Yes

Comments: **An EAW was competed and accepted by the County.**

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

Comments: **N/A**

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

Comments: **An EAW was competed and accepted by the County. No chemicals will be stored on site.**

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

Comments: **No additional infrastructure is required.**

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

Comments: **There is onsite parking provided.**

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

Comments: **There is a east bound turn lane.**

10. That the conditional use will not be injurious to the use and enjoyment of other property in the Yes

immediate vicinity for the purposes already permitted.

Comments:

Site has been in operation for 35 years. The proposal is to use site in similar way until reserves are exhausted.

No

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:

As long as the operation stays within the perimeters of the permit, the neighbors should not be affected.

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:

There is dust control provided when needed.

N/A

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:

N/A

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:

Operation will be no different than any other quarry operation.

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:

I am proposing a blasting limit of 30,000 tons. Neighbors will be notified of blasts 24 hours in advance if they want to be.

SITE PLAN INFORMATION [Edit] Last updated: 12/11/2019 4:29:10 PM and saved by: j and c farms

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

There are no attached documents.

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)

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

APPLICATION SUBMITTAL [Edit] Last updated: 12/11/2019 4:31:14 PM and saved by: j and c farms

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

Curt Roemer

Date Signed:
12/11/2019

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

APP SUBMITTED/PAYMENT SELECTION Last updated: 12/19/2019 5:32:24 PM and saved by: Holly Felten

Fee amount paid: **\$546**

Notice to Township

Date email sent:
12/19/2019

DATES

[Edit]

Last updated: 1/6/2020 4:36:26 PM and saved by: Holly Felten

Application Date (Complete Application)

12/5/2019

Advertising Date

1/15/2020

Planning Commission Meeting Date

1/30/2020

Meeting Time

7:00 PM

Comments



HOUSTON COUNTY

ENVIRONMENTAL SERVICES

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

CUP #2
AMEND CUP #284?

Application for Conditional Use Permit for Mineral Extraction

Fee: \$500

General Information

Owner Name	Curt Roverud C/O J&C Farms, Inc		
Mailing Address	Po Box 342		
City, State, Zip	Spring Grove, MN 55974		
Telephone	Home – 507-459-0027	Cell – 507-459-0027	
Email	curtroverud@gmail.com		
Operator Name	Skyline Materials		
Mailing Address	1000 S. Grand Avenue		
City, State, Zip	Charles City, IA 50616		
Telephone	641-228-4255		
Email			
General Information comments: - CUP #2 – Southerly Portion of Existing Quarry			

Property Information

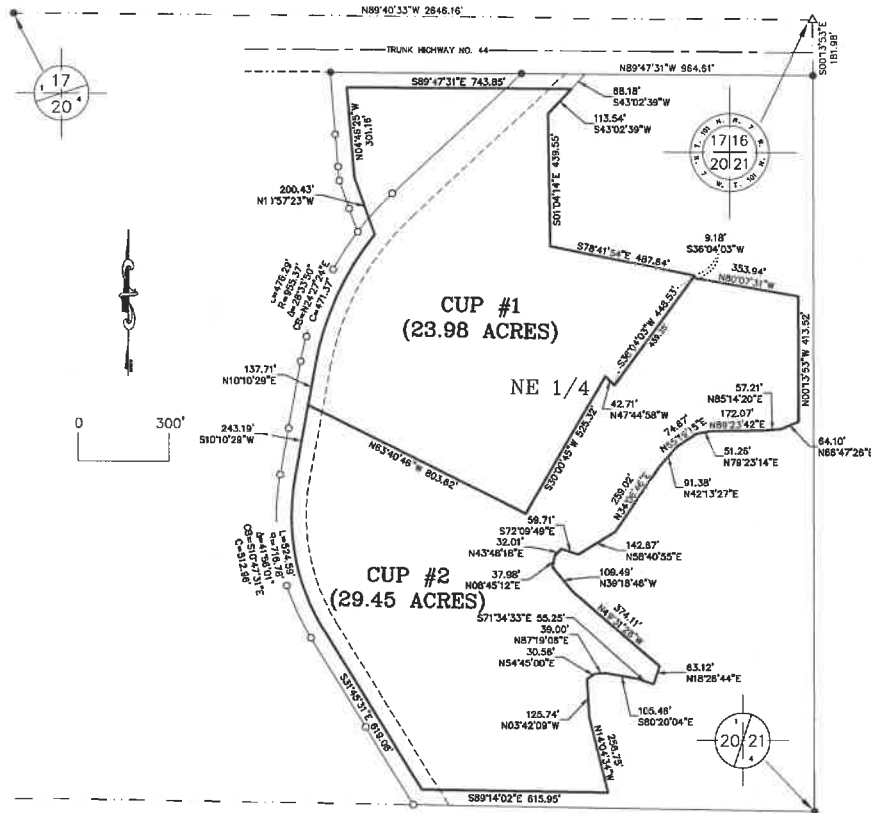
Please provide the following information regarding the proposed property:						
PIN # 13.0255.001	Section	20	Township	101N	Range	7W
Property Size	Site Width	1345ft	Site Depth	1916ft		
	Total Acres	29.45 Acres				
Existing Structures	None					
A Legal Description is attached to the application			Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
A survey is attached to the application			Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Provide a statement of ownership or lease:						
Describe how the maximum mine area boundary will be marked on the ground: The property boundary has been clearly marked with survey monuments by G-Cubed Surveying.						
Property Information comments:						

Existing Conditions Map

Please provide an Existing Conditions Map(s) showing the following:			
Aerial photo of proposed site plus 1000' in all directions	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Geological formations affected by proposal	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Elevation contour lines at 10' intervals	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Soil types present	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Wetlands	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Total acres:
Water courses and drainage systems within 5290'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Impounded waters	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Total acres:
Wooded areas	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Total acres:
Cultivated fields	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Total acres:
Existing structures within 2640'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Existing wells within 2640'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Highest groundwater elevation: 1310 1070
Groundwater flow patterns	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Roads, trails, & railroads	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Cultural features	Included <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Existing mines within 5280'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Distance to nearest mine boundary:
Existing Conditions comments: See existing EAW for the site, with any further question.			

CUP DESCRIPTION EXHIBIT

SECTION 20
T. 101 N., R. 7 W.



LAND DESCRIPTIONS:

CUP #1

That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet to the point of beginning; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 448.53 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence North 10°10'29" East 137.71 feet; thence northeasterly 476.29 feet along a tangential curve concave to the southeast, said curve has a radius of 955.37 feet, a central angle of 28°33'50", and the chord of said curve bears North 24°27'24" East 471.37 feet; thence North 19°57'23" West, not tangent to said curve, 200.43 feet; thence North 04°46'25" West 301.16 feet; thence South 89°47'31" East, parallel with said south right of way line, 743.85 feet to the point of beginning.

The above described parcel contains 23.98 acres and is subject to any easements, covenants, and restrictions of record.

CUP #2

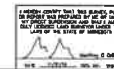
That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 9.18 feet to the point of beginning; thence continuing South 36°04'03" West 439.35 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence North 10°10'29" West 243.19 feet; thence southeasterly 524.59 feet along a tangential curve concave to the northeast, said curve has a radius of 716.78 feet, a central angle of 41°56'01", and the chord of said curve bears South 10°47'31" East 512.96 feet; thence South 31°45'31" East, tangent to said curve, 619.06 feet; thence South 89°14'02" East 615.95 feet; thence North 14°04'34" West 255.75 feet; thence North 03°42'09" West 125.74 feet; thence North 54°45'00" East 30.58 feet; thence North 57°19'06" East 39.00 feet; thence South 80°20'04" East 105.46 feet; thence South 71°34'33" East 55.25 feet; thence North 18°26'44" East 63.12 feet; thence North 48°31'28" West 374.11 feet; thence North 39°18'46" West 108.49 feet; thence North 08°45'12" East 37.98 feet; thence North 43°48'18" East 32.01 feet; thence South 72°09'49" East 58.71 feet; thence North 58°40'55" East 142.67 feet; thence North 34°06'46" East 259.02 feet; thence North 42°13'27" East 91.38 feet; thence North 55°19'15" East 74.67 feet; thence North 79°23'14" East 51.26 feet; thence North 89°23'42" East 172.07 feet; thence North 85°14'20" East 57.21 feet; thence North 66°47'26" East 64.10 feet; thence North 00°13'53" West 413.52 feet; thence North 80°07'31" West 353.94 feet to the point of beginning.

The above described parcel contains 29.45 acres and is subject to any easements, covenants, and restrictions of record.

- SPIKE SET
- IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET
- FOUND MONUMENT
- ▲ COMPUTED POINT

0 200'
SCALE



G-Cubed
ENGINEERING
SURVEYING
PLANNING
14079 Hwy 52 S.E.
Chalfield, MN 55823

DATE OF SURVEY: 8-1-18
Prepared For:
Curt Rowland
PO Box 342
Spring Grove, MN 55974
PROJECT: 18-001

CUP #1

That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet to the point of beginning; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 448.53 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence North 10°10'29" East 137.71 feet; thence northeasterly 476.29 feet along a tangential curve concave to the southeast, said curve has a radius of 955.37 feet, a central angle of 28°33'50", and the chord of said curve bears North 24°27'24" East 471.37 feet; thence North 19°57'23" West, not tangent to said curve, 200.43 feet; thence North 04°46'25" West 301.16 feet; thence South 89°47'31" East, parallel with said south right of way line, 743.85 feet to the point of beginning.

The above described parcel contains 23.98 acres and is subject to any easements, covenants, and restrictions of record.

CUP #2

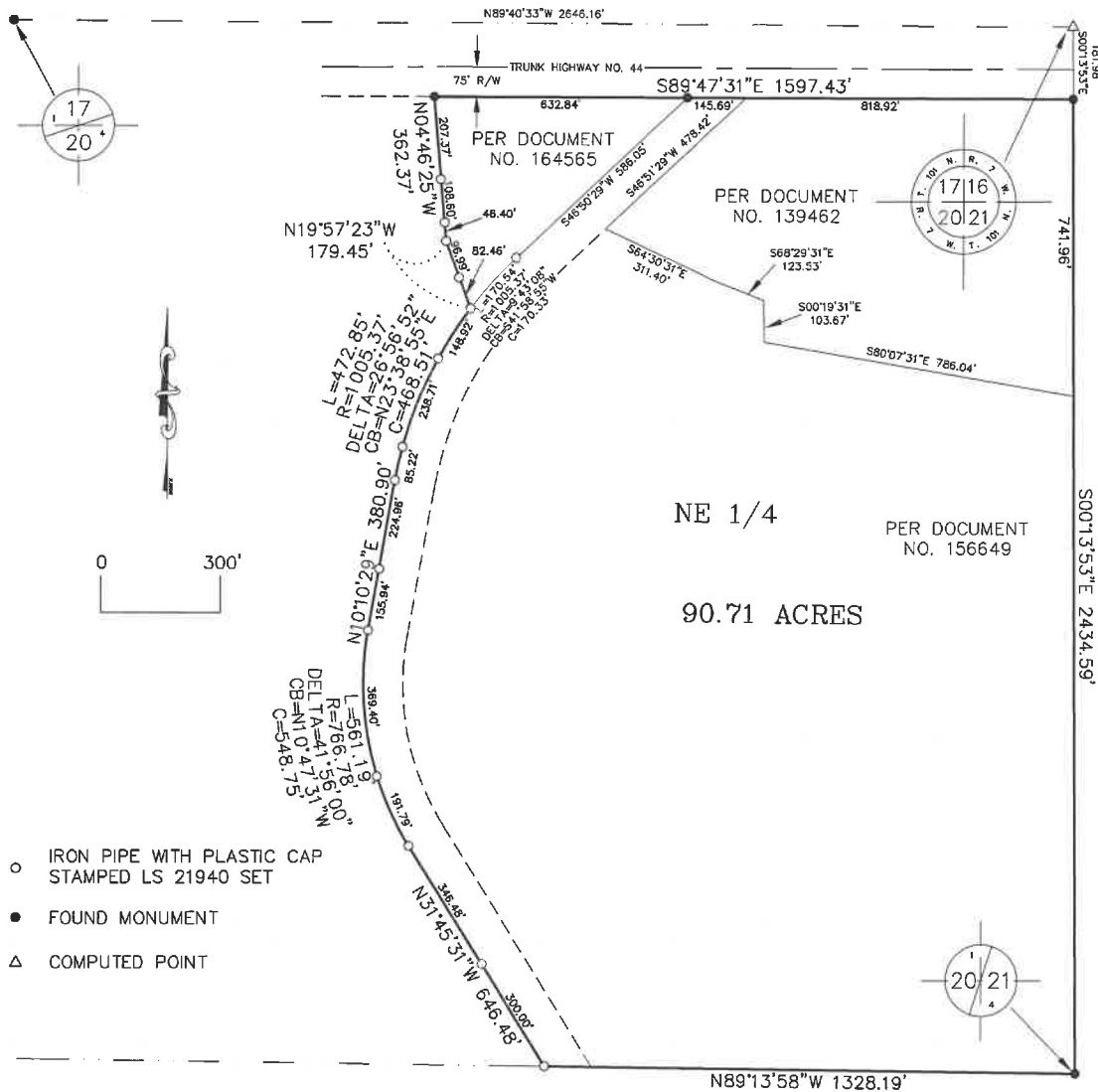
That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 9.18 feet to the point of beginning; thence continuing South 36°04'03" West 439.35 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence South 10°10'29" West 243.19 feet; thence southeasterly 524.59 feet along a tangential curve concave to the northeast, said curve has a radius of 716.78 feet, a central angle of 41°56'01", and the chord of said curve bears South 10°47'31" East 512.96 feet; thence South 31°45'31" East, tangent to said curve, 619.06 feet; thence South 89°14'02" East 615.95 feet; thence North 14°04'34" West 256.75 feet; thence North 03°42'09" West 125.74 feet; thence North 54°45'00" East 30.56 feet; thence North 87°19'06" East 39.00 feet; thence South 80°20'04" East 105.46 feet; thence South 71°34'33" East 55.25 feet; thence North 18°26'44" East 63.12 feet; thence North 49°31'28" West 374.11 feet; thence North 39°18'46" West 109.49 feet; thence North 08°45'12" East 37.98 feet; thence North 43°48'18" East 32.01 feet; thence South 72°09'49" East 59.71 feet; thence North 58°40'55" East 142.67 feet; thence North 34°06'46" East 259.02 feet; thence North 42°13'27" East 91.38 feet; thence North 55°19'15" East 74.67 feet; thence North 79°23'14" East 51.26 feet; thence North 89°23'42" East 172.07 feet; thence North 85°14'20" East 57.21 feet; thence North 66°47'26" East 64.10 feet; thence North 00°13'53" West 413.52 feet; thence North 80°07'31" West 353.94 feet to the point of beginning.

The above described parcel contains 29.45 acres and is subject to any easements, covenants, and restrictions of record.

CERTIFICATE OF SURVEY

SECTION 20
T. 101 N., R. 7 W.



- IRON PIPE WITH PLASTIC CAP
STAMPED LS 21940 SET
- FOUND MONUMENT
- △ COMPUTED POINT

PER DOCUMENT NUMBER 139462
RECORDED MAY 6TH, 1983

A parcel of land being part of the Northeast one quarter of the Northeast one quarter (NE1/4-NE1/4) of Section twenty (20), Township one hundred one (101) North, Range seven (7) West, Houston County, Minnesota, described as follows:
Beginning on the East line of said Section 20 at its intersection with the South right-of-way line of State Trunk Highway Number 44. Thence North 84° 56' West along the South line thereof 818.92 feet. Thence South 51° 43' West, 478.42 feet. Thence South 59° 39' East, 311.40 feet. Thence South 63° 38' East, 123.53 feet. Thence South 4° 32' West, 103.67 feet. Thence South 75° 16' East, 785.72 feet. Thence North 4° 39' 4" East, 741.91 feet to the point of beginning. Containing 14.51 acres more or less.


PER DOCUMENT NUMBER 156649
RECORDED DECEMBER 23RD, 1988

A parcel of land being part of the Northeast one quarter of Section Twenty (20), Township One Hundred One (101) North, Range Seven (7) West, Houston County, Minnesota described as follows: Commencing on the East line of said Section Twenty (20) at its intersection with the South right-of-way line of State Highway Number forty-four (44); thence North 84° 56' West along the South line thereof 818.92 feet to the point of beginning of this description; thence continue North 84° 56' West, 145.68 feet; thence South 51° 43' West 586.05 feet to the point of a curve concave to the Southeast, having a central angle of 36° 40' and a radius of 1005.37 feet; thence Southwesterly along the arc of said curve 643.39 feet. The chord of said arc bears South 33° 23' West, 632.47 feet; thence South 15° 03' West, 380.90 feet to the point of a curve concave to the East having a central angle of 41° 56' and a radius of 766.78 feet; thence southerly along the arc of said curve 561.19 feet. The chord of said arc bears South 5° 55' East, 548.75 feet; thence South 26° 53' East, 646.48 feet; thence South 84° 26' 37" East, 1327.83 feet; thence North 4° 39' 04" East, 1691.00 feet; thence North 75° 16' West, 785.72 feet; thence North 4° 32' East, 103.67 feet; thence North 63° 38' West, 123.53 feet; thence North 59° 39' West, 311.40 feet; thence North 4° 43' East, 478.42 feet to the point of beginning, containing 72.23 acres more or less.

PER DOCUMENT NUMBER 164565
RECORDED JUNE 27TH, 1991

That part of the Northeast Quarter of Section 20, Township 101, Range 7, Houston County, Minnesota, described as follows:
Commencing at a point of intersection of the East line of said Section 20 with the Southerly Right of Way line of State Highway No. 44, thence on an assumed bearing of North 84 degrees 56 minutes West along said highway right of way line, 964.60 feet to the point of beginning of the land to be described; thence South 51 degrees 43 minutes West, 586.05 feet to the point of beginning of a tangential curve concave to the Southeast, having a radius of 1005.37 feet; thence Southwesterly along said curve 170.54 feet, central angle of 9 degrees 43 minutes 08 seconds, the chord of said curve has a bearing of South 46 degrees 51 minutes 26 seconds West; thence North 15 degrees 04 minutes 52 seconds West, and not tangent to said curve, 179.45 feet to a point marked by a one half inch iron pipe, distant 362.17 feet on a line bearing South 0 degrees 06 minutes 06 seconds West from a point marked by a one half inch iron pipe on the Southerly right of way line of said highway number 44, distance 632.82 feet Westerly of the point of beginning; thence North 0 Degrees 06 Minutes 06 Seconds East, 362.17 feet to said point marked by a one half inch iron pipe on said Southerly Highway Right of Way line; thence South 84 degrees 56 minutes East along said Southerly Highway Right of Way Line, 632.82 feet to the point of beginning.

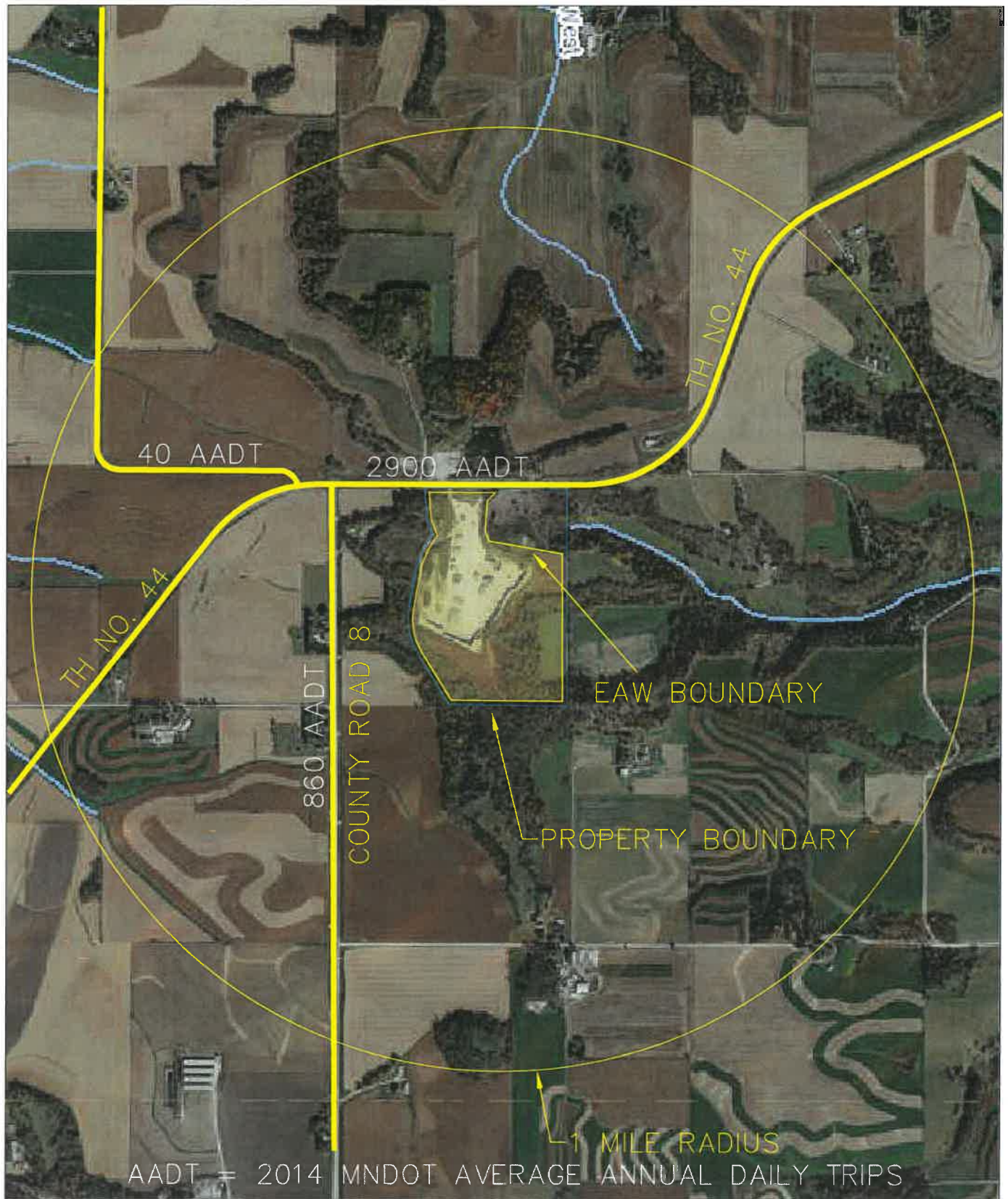
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA


Geoffrey G. Griffin
DATE 7/15/2015 REG. NO. 21940

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph. 507-887-1665
Fax 507-887-1665
www.g82.to

DATE OF SURVEY: 7-15-2015
Prepared For:
Curt Roverud
PO BOX 342
Spring Grove, MN 55974
SHEET 1 OF 1 FILE NO: 15-006



TRAFFIC DATA
MN DEPT. OF
TRANSPORTATION

Figure 11

LAST REVISED: 2-9-2017

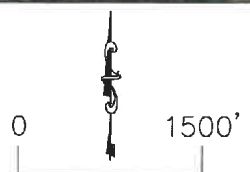
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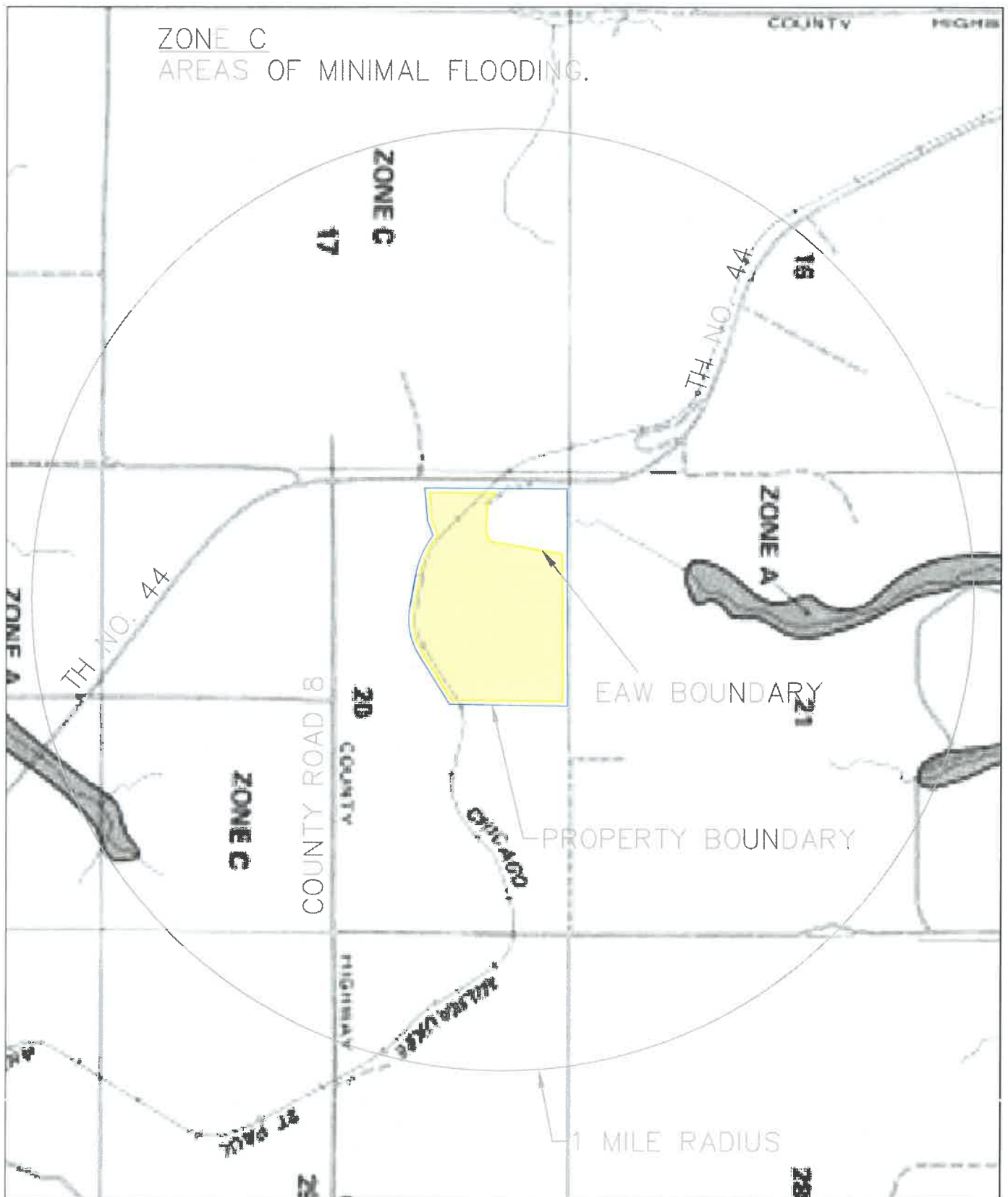
G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to





FIRM MAP

Figure 10

LAST REVISED: 2-9-2017

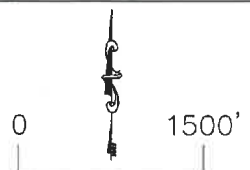
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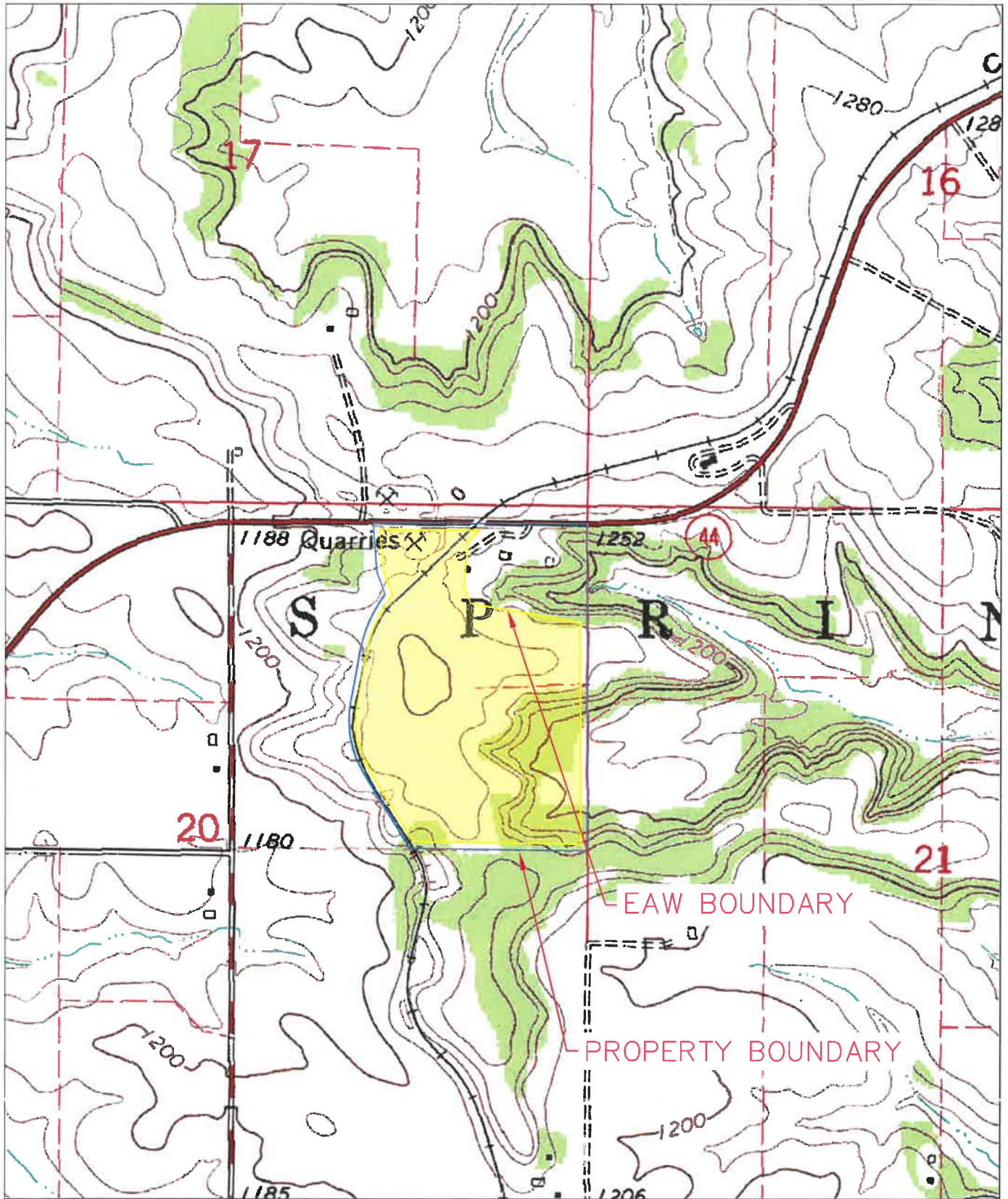
G-Cubed

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SURVEYING
PLANNING

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Fax 507-867-1665
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QUAD MAP
7.5 MINUTE QUAD

Figure 9

LAST REVISED: 2-7-2017

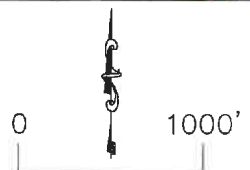
G³

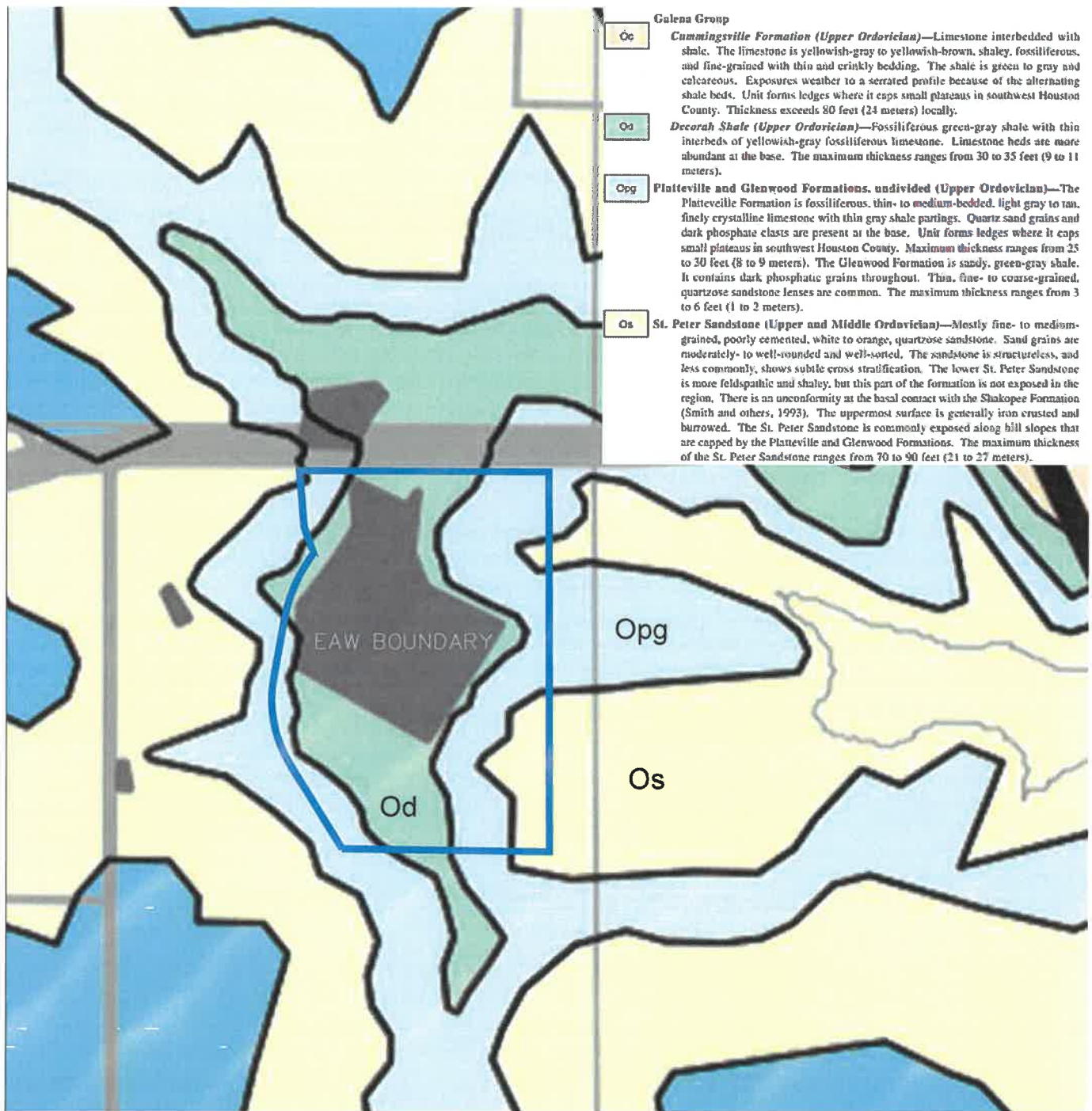
G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to





BEDROCK GEOLOGY
HOUSTON COUNTY, MN

Figure 7

LAST REVISED: 2-9-2017

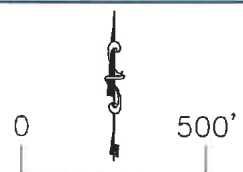
G³

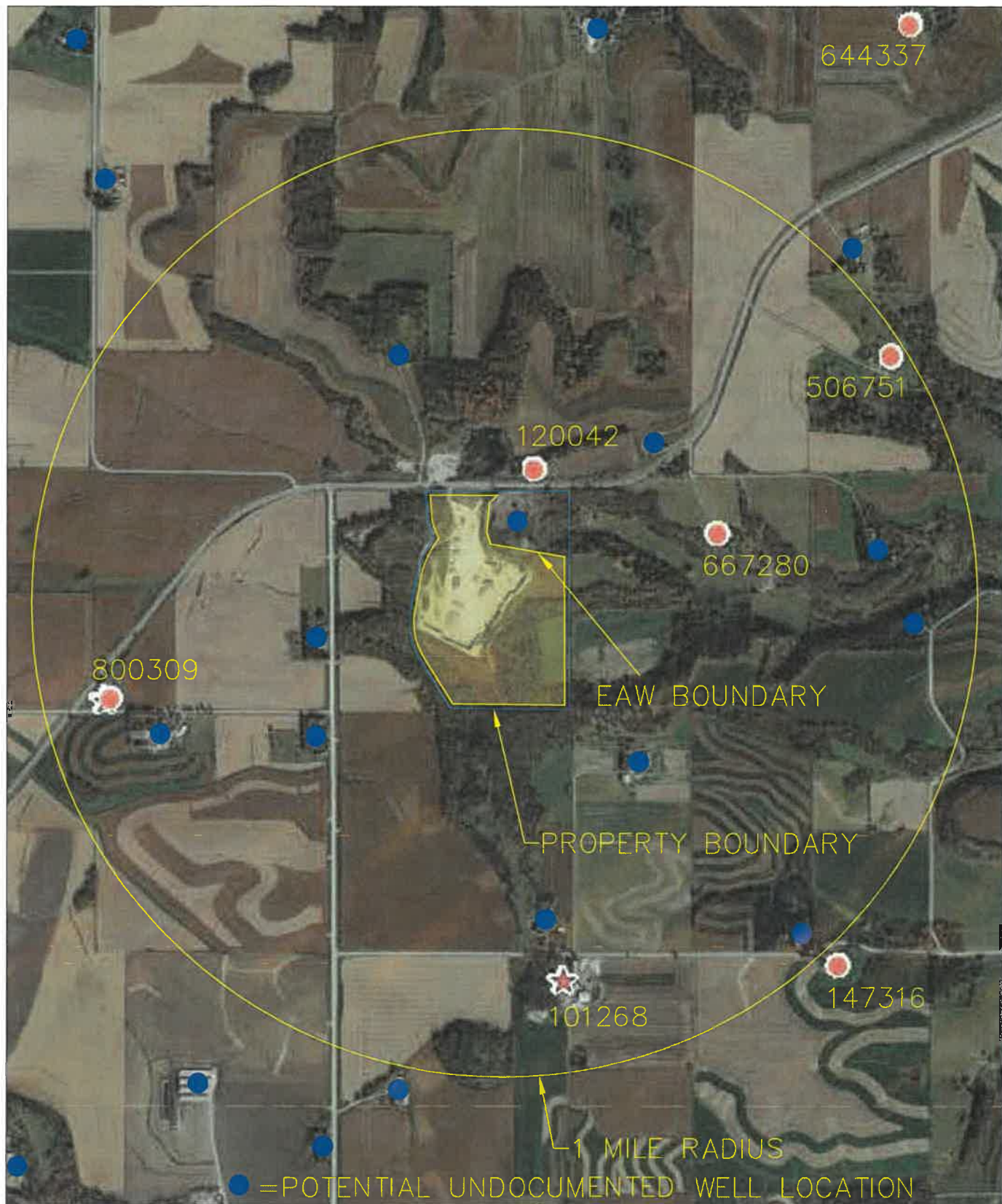
G-Cubed

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Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING

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Fax 507-867-1665
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COUNTY WELL INDEX MAP

Figure 6

LAST REVISED: 2-9-2017

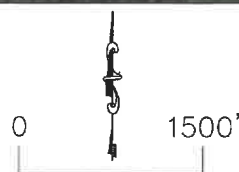
G³

G-Cubed

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NATIONAL WETLANDS
INVENTORY

Figure 5

LAST REVISED: 2-10-2017

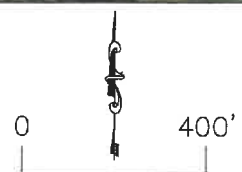
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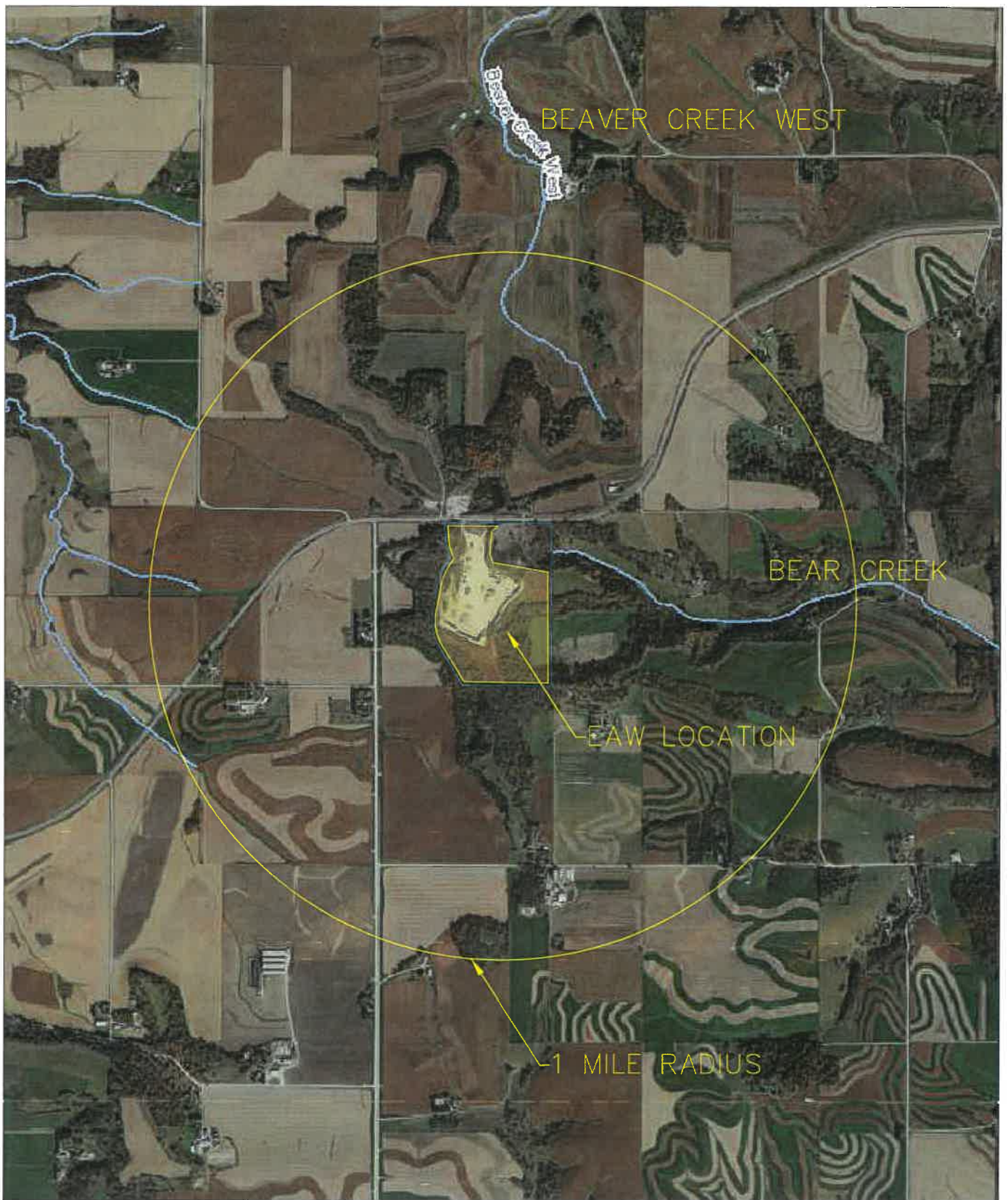
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WATERS MAP
MPCA

FIGURE 4

LAST REVISED: 2-9-2017

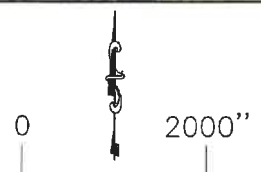
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AREAS:
 ACTIVE QUARRY - 28 ACRES
 GRASS AREAS - 5 ACRES
 WOODLANDS - 17 ACRES
 TILLABLE AREAS - 20 ACRES



PROPERTY BOUNDARY

LAND COVER
 BING MAPS

Figure 3

LAST REVISED: 2-10-2017

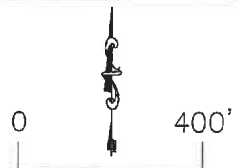
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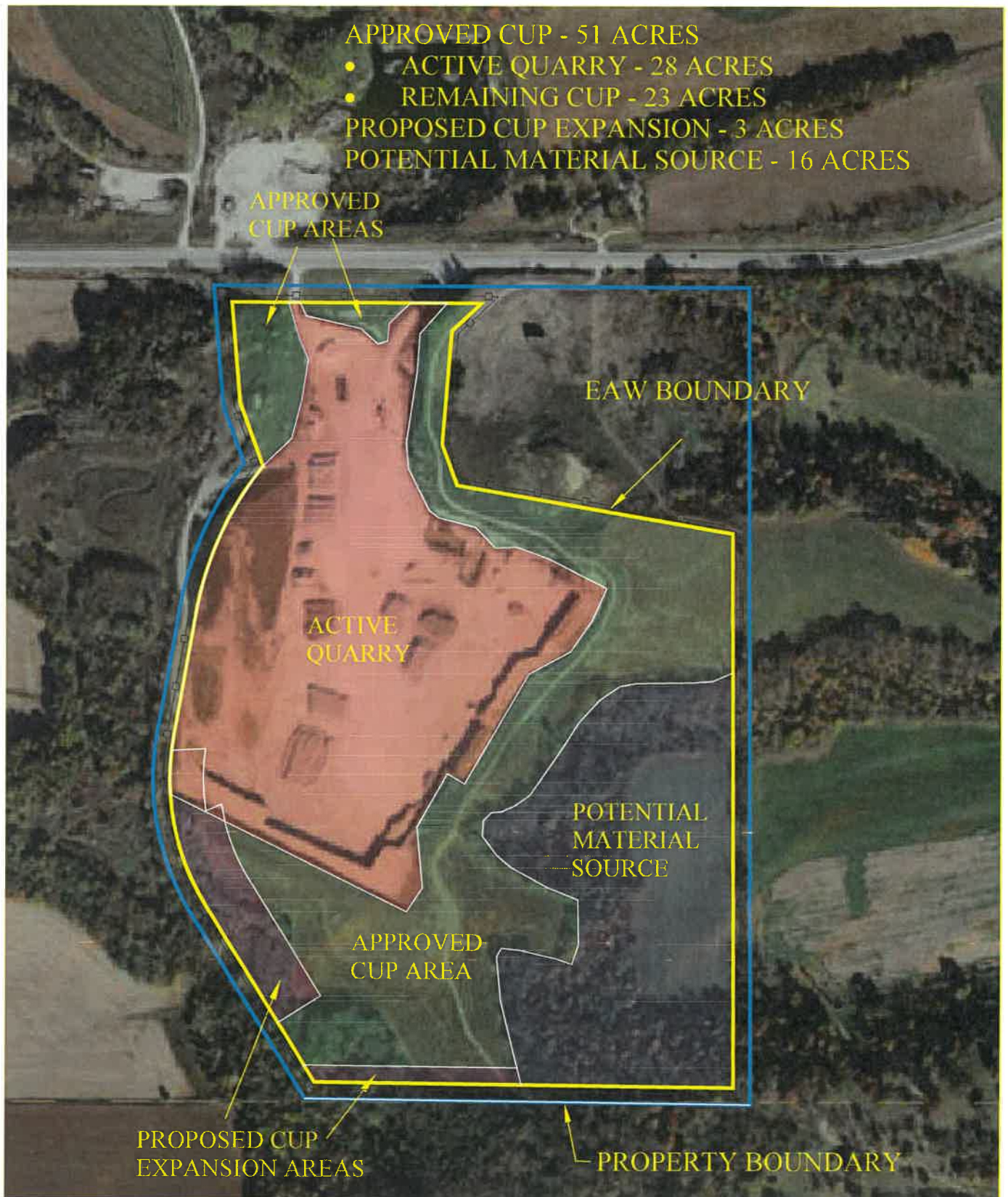


APPROVED CUP - 51 ACRES

- ACTIVE QUARRY - 28 ACRES
- REMAINING CUP - 23 ACRES

PROPOSED CUP EXPANSION - 3 ACRES

POTENTIAL MATERIAL SOURCE - 16 ACRES



PROPOSED
EXPANSION

Figure 2

LAST REVISED: 2-10-2017

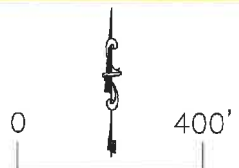
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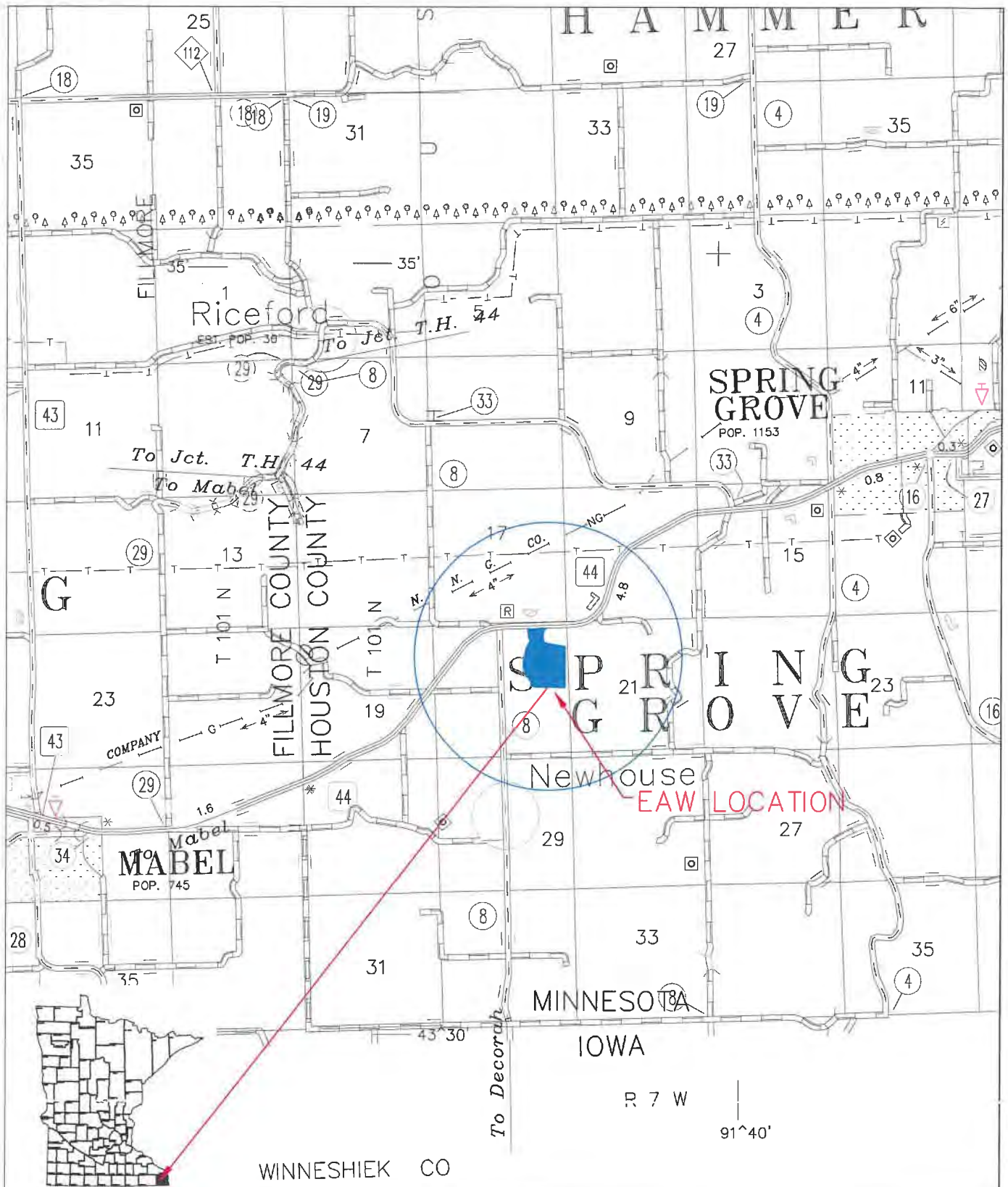
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LOCATION MAP
HOUSTON COUNTY, MN

FIGURE 1

LAST REVISED: 2-7-2017

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OPERATIONS PLAN

Please provide information regarding your operations plan. Attach addition sheets if needed.

Provide a statement of compliance with federal and state laws: **The proposed project will comply with all applicable federal and state laws including MSHA, EPA, MPCA, and MNDNR.**

Provide a full and adequate description of all phases of the proposed operation, including a description of the material to be extracted, the estimated annual production, and the estimated lifespan of the mine: **The primary operational activity will be the extraction of limestone for use in local road and building construction in Houston County. Excavation will start with the removal of topsoil that is on top of the limestone (overburden – approximately 15 feet deep). Once the limestone is exposed, holes will be drilled, loaded with explosives, and detonated. The resulting broken rock will be picked up by loaders and hauled to a rock crushing plant to be further crushed and sized into various stone products. The face of the quarry will grow as the quarry progresses further into the hillside. Based on the existing quarry, the maximum height of the face is unlikely to exceed 30 feet. Overburden will be used for the construction of berms surrounding the proposed quarry and stored for use in reclamation. The estimated annual production will depend on material demand but is estimated to be 120,000 tons per year. The lifespan of the mine will also depend on material demand but will likely be several decades.**

Describe the equipment to be used and the method of extraction: **As noted above, once the limestone is exposed, holes will be drilled, loaded with explosives, and detonated. The resulting broken rock will be picked up by loaders and hauled to a rock crushing plant to be further crushed and sized into various stone products.**

Will fuel or chemicals be stored onsite?

Yes ☒

No ☒

Has a Spill Prevention Control Countermeasure (SPCC) plan been developed for the site? *If yes, please attach. (SPCC not required)*

Yes ☐

No ☒

Describe any explosive use planned, including record keeping practices and availability, pre-blast surveying, neighbor notification, peripheral monitoring, and flyrock prevention/cleanup: **Blasting will be conducted by third party professionals who will comply with all applicable regulations. Neighbors who request notice will be notified 24 hours in advance.**

Describe overburden removal and management practices: **Overburden excavation will be completed with the use of bulldozers, excavators, and/or scrapers and haul trucks. The excavated overburden will be used to create perimeter berms and/or stockpiled to be used for reclamation of the quarry.**

Estimated depth of overburden to be removed:

15 Feet

Estimated quantity of overburden to be removed:

~~50,000~~ C.Y.

45,000

Describe processing and stockpiling practices: **Rock will initially be broken up by a series of controlled detonations managed by a professional blasting company. The rock will then be processed by primary and secondary crushers utilizing a series of conveyors and screens to produce a variety of products. Finished product will be stockpiled on site using elevators, dump trucks, and/or loaders.**

Will flocculants be utilized to wash or clean materials?

Yes ☐

No ☒

What is the maximum amount anticipated to be stockpiled at any one time?

125,000
Tons

What is the anticipated annual amount to be sold or otherwise removed from the site?

120,000
Tons

Will aggregate materials excavated elsewhere be stockpile on site?

Yes ☒

No ☐

If yes, what amount will be stockpiled?

30,000 Tons

If yes, what is the anticipated annual throughput?

45,000
Tons

Will aggregate materials excavated elsewhere be processed on site?

Yes ☐

No ☒

Describe haul routes, egress and ingress access points, turning lanes, and traffic control methods: Aggregate from the production site will be hauled onto County Road 44 through the use of the driveway that services the existing scale and scale shack. From there material will be hauled to customers. Appropriate signing should already be in place to warn the public of truck traffic. The crushed stone will be sold to local farmers and be used by local Townships and the County for maintenance and construction of County roads. Other sales may include state highway construction projects and crushed stone for private customers and contractors.

Has the regulatory authority (state, county, or township) approved access points & turning lanes?

Yes ☒

No ☐

Estimated number of trips:

Avg. Day

45

Peak Day

100

Describe tree and shrub removal: Trees and shrubs will be removed as the overburden is removed from the rock in preparation for production. Existing vegetation will not be disturbed in areas not actively engaged in production.

Describe weed control practices: Disturbed areas will be seeded as necessary with native plant species to control erosion and reestablish ground cover to the greatest extent possible.

Describe soil erosion prevention methods: Any stormwater runoff that falls on the site will be collected within the disturbed quarry area and not be discharged. Perimeter berms, rip rap, and silt fence will be used as necessary to minimize erosion and contain stormwater runoff within the quarry. A stormwater pollution prevention plan (SWPPP) will be prepared for the site as required by the MPCA. If any stormwater runoff escapes the site, samples will be taken and reported as required by the MPCA.

Describe dust control methods: During the crushing process, some fugitive limestone dust is generated by the crushing equipment and is controlled by water spray bars and covering of dust generating transfer points. Fugitive dust from crushing operations is regulated by an MPCA air quality permit. Fugitive dust may also be generated on roads and traffic areas around the plant and stockpile areas which will be controlled by water truck spraying as needed.

Describe noise control methods: When the portable crushing plants are in operation, noise is generated. The noise is controlled by berms and rock barriers within the quarry. The crushing plants typically operate during daylight hours unless a construction project requires extended operating hours. The typical location of the plants within the quarry should allow for mitigation of the noise levels to normal conversation levels at the property boundaries. Surrounding neighbors who request notice will be notified when blasting is scheduled to occur.

Describe proposed screening techniques: Under normal operation, quarry operations should be hidden from view of public access areas by forest cover and topography of the site. The perimeter berms constructed with excavated overburden should provide additional screening.

Describe days and hours of operation: Monday through Saturday 6:00 AM to 6:00 PM.

Operations Plan comments:

DEEPEST ELEVATION WILL BE 1200', SETBACKS WILL BE ORANGE PAINTED FENCE POSTS FOR 50' SETBACKS EVERY 200'

Operations Map

Please provide an Operations Map showing the following:					
Outline of maximum area to be excavated	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Vertical geological profile of area to be excavated	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Buildings or structures	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Erosion control structures	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Water courses or drainage systems	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Material stockpiling sites including estimated height & volume	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	20-40 Feet 90,000 C.Y.
Tailings stockpiling sites including estimated height & volume	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	20-40 Feet 90,000 C.Y.
Overburden stockpiling sites including estimated height & volume	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	12 Feet 40,000 C.Y.
Machinery storage	Included	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	
Egress and ingress access points	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Screening	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	
Parking areas	Included	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	



UNDERPASS QUARRY

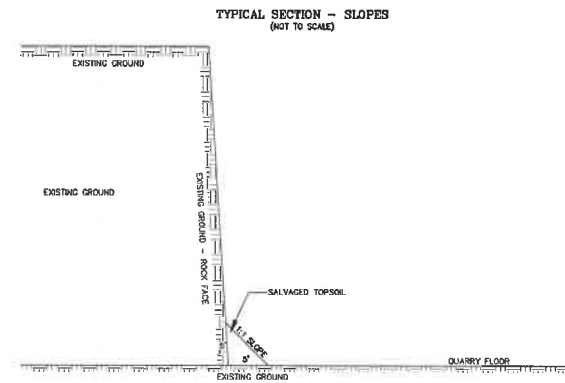
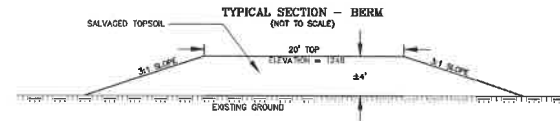
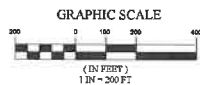
TOPOGRAPHIC MAP
HOUSTON COUNTY
T101N R7W S20



Reclamation Plan

Please provide information regarding your Reclamation Plan. Attach additional sheets if needed.		
What is the total cost of reclamation per acre? +/- \$20,000 to \$30,000 for entire site.		
Describe how the reclamation cost was calculated: Time and materials at today's rates.		
Define what will constitute termination of mining operations: When the mine has reached its outer boundary limits and/or all material is excavated from site.		
Define what will constitute abandonment of mining operations: Mining has ceased to be in production for a time period greater than 5 years.		
Describe the proposed post mining land use: Grasslands and wetlands for nature.		
Describe process for removal of structures erected in conjunction with the mining operation: Any structures will be tore down and removed from site.		
Describe how proposed post mining grading is in conformity with the surrounding landscape: Any overburden or materials left will be incorporated in forming the proposed berm and slopes.		
The proposed post mining grading does not result in slopes >18%?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
The plan provides a minimum of 3" of top soil?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
What is the total C.Y. of topsoil required for reclamation to achieve 3" coverage?	C.Y.	
Will overburden be retained for reclamation?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
What is the total C.Y. of overburden available?	22,320.38C.Y.	
Describe the proposed overburden stockpiling practices, if applicable: Overburden will be stripped and stockpiled on site. Silt fence and seeding may be required for any erosion control (as needed)		
Describe the proposed seeding and planting practices: Once overburden is used to create the proposed berm and slopes and, if any remains, spread out over the quarry floor, common seeding practices shall be used to seed and establish vegetation.		
Will reclamation be done in phases?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<i>If yes, describe the phasing process:</i>		
Describe how successful reclamation will be determined: Once seeding has reached a 50% vegetative state (over any portion seeded) for at least one month during the normal growing season. After this, owner takes no more responsibility in vegetation growth.		
Is a reclamation surety provided?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<i>If yes, what type of surety, and in what amount?</i>		
<i>If yes, what is the expiration date of the surety, if any?</i>		
Reclamation Plan comments:		

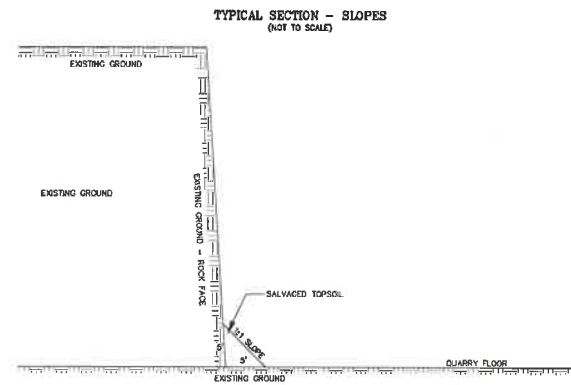
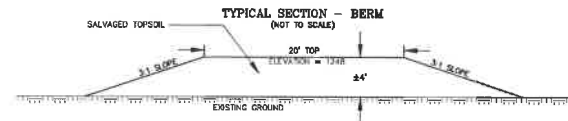
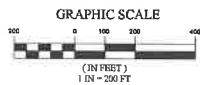
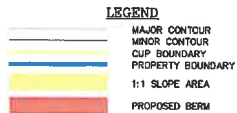
RECLAMATION PLAN



NOTES:

1. Reclamation must commence within 90 days after the termination of the mining operation and or expiration of the permit.
2. Tear down and remove any structures from mining operations off site.
3. Salvaged topsoil must be used to create the proposed berm, located at the north side of the quarry. See typical section - berm.
4. Any remaining salvaged topsoil shall be used to create a 1:1 slope along all exposed rock face within the quarry. See typical section - slopes.
5. If any salvaged topsoil remains after notes 2 & 3 are accomplished, sold salvaged topsoil shall be spread across the quarry floor at a minimum thickness of 6" until all is used up.
6. All disturbed areas covered in salvaged topsoil shall be seeded with BirdOT mixture 330 at 84.5 lbs/acre or an approved equivalent.
7. The perimeter fence (if any) shall remain in place.

RECLAMATION PLAN



- NOTES:**
1. Reclamation must commence within 90 days after the termination of the mining operation and or expiration of the permit.
 2. Tear down and remove any structures from mining operations off site.
 3. Salvaged topsoil must be used to create the proposed berm, located at the north side of the quarry. See typical section - berm.
 4. Any remaining salvaged topsoil shall be used to create a 1:1 slope along all exposed rock face within the quarry. See typical section - slopes.
 5. If any salvaged topsoil remains after notes 2 & 3 are accomplished, said salvaged topsoil shall be spread across the quarry floor at a minimum thickness of 6" until all is used up.
 6. All disturbed areas covered in salvaged topsoil shall be seeded with MndOT mixture 330 at 84.5 lbs/acre or an approved equivalent.
 7. The perimeter fence (if any) shall remain in place.

Business Record Details »

Minnesota Business Name
J & C FARMS, INC.

Business Type
Business Corporation (Domestic)

MN Statute
302A

File Number
4J-299

Home Jurisdiction
Minnesota

Filing Date
05/17/1983

Status
Active / In Good Standing

Renewal Due Date
12/31/2020

Registered Office Address
103 2nd Ave SE PO Box 254
Spring Grove, MN 55974
USA

Number of Shares
\$1,000

Registered Agent(s)
(Optional) Currently No Agent

Chief Executive Officer
Curtis Roverud
103 2nd Ave SE
Spring Grove, MN 55974
USA

Principal Executive Office Address
103 2nd Ave SE
Spring Grove, MN 55974
USA

Filing History

Filing History

Select the item(s) you would like to order:

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	05/17/1983	Original Filing - Business Corporation (Domestic)	
	05/17/1983	Business Corporation (Domestic) Business Name (Business Name: J & C FARMS, INC.)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	05/10/2002	Consent to Use of Name - Business Corporation (Domestic)	
<input type="checkbox"/>	2/25/2013	Administrative Dissolution - Business Corporation (Domestic)	
	2/26/2014	Administrative Dissolution Name Hold Release - Business Corporation (Domestic)	
<input type="checkbox"/>	4/7/2015	Annual Reinstatement - Business Corporation (Domestic)	

Aaron Lacher

From: Schnell, Tracy (DOT) <tracy.schnell@state.mn.us>
Sent: Wednesday, January 15, 2020 1:17 PM
To: Aaron Lacher
Cc: Schnell, Tracy (DOT); Lukes, Heather A (DOT)
Subject: CUP J & C Farms, INC

This proposal appears to have no significant impact on MnDOT roadways and is acceptable to MnDOT.

Applicant: J&C FARMS INC:

Parcel ID: 130255001

The purpose of the hearing is to consider a request for: amend the current CUP number 284

Thanks,

Tracy Schnell

Senior Planner | District 6

Minnesota Department of Transportation

2900 48th Street NW

Rochester, MN 55901

O: 507-286-7599

mndot.gov/



Aaron Lacher

From: Brian Pogodzinski
Sent: Tuesday, January 7, 2020 8:00 AM
To: Aaron Lacher
Subject: RE: Conditional Use Notice for Public Hearing

Aaron,

This quarry is one of the most active quarries in the county, and a key quarry location for setting up asphalt or concrete plants when the county or state have projects in SW Houston County or SE Fillmore County. Aggregate is also provided to several townships out of this quarry on an annual basis.

Brian K. Pogodzinski, P.E.
Houston County Engineer

From: aaron.lacher@co.houston.mn.us <aaron.lacher@co.houston.mn.us>
Sent: Monday, January 6, 2020 3:36 PM
To: Brian Pogodzinski <Brian.Pogodzinski@co.houston.mn.us>
Subject: Conditional Use Notice for Public Hearing

Notice of Public Hearing. A hearing on a Conditional Use request will be held at 7:00 PM on 1/30/2020 at the Houston County Courthouse.

Applicant: J&C FARMS INC:
Parcel ID: 130255001

The purpose of the hearing is to consider a request for: amend the current CUP number 284

If you have questions or wish to provide comments regarding this request, please respond to this email.

Aaron Lacher

Number: [2019-CUP-54754](#)
Project: Conditional Use Request
Description: J&C FARMS INC | 130255001 |
Created On: 12/11/2019

[View this application](#)

Aaron Lacher

From: Fadness, Ronald D <rdf@brueningrock.com>
Sent: Friday, January 17, 2020 11:42 AM
To: Aaron Lacher
Cc: timrhm@acegroup.cc
Subject: Support for Requested CUP Amendment

Please be advised that Bruening Rock Products, Inc. and G & K Development, L.C. hereby register their support for the requested amendment to CUP #284, as requested by J & C Farms.

Ronald D. Fadness
General Counsel
The Bruening Companies
P.O. Box 127
900 Montgomery Street
Decorah, IA 52101
(563) 382-2933



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

1/13/2020

Application Date: 12/19/2019
Hearing Date: 1/30/2020
Petitioner: J & C Farms Inc
Reviewer: Aaron Lacher
Zoning: Ag Protection
Address: 103 2nd Ave SE
Township: Spring Grove
Parcel Number: 130255001
Submitted Materials: CUP Application, Mineral Extraction Application, EAW

OVERVIEW

REQUEST

The request is for a Conditional Use Permit for mineral extraction (rock) on 23.98 acres.

SUMMARY OF NOTEWORTHY TOPICS

The requested area (Figure 1) was included in CUP #284 for mineral extraction issued in 2008. An application to amend CUP #284 has been received by the County -- the amendment would remove the area requested here from the permit.

An environmental assessment worksheet (EAW) was completed for this project and approved by Houston County in 2018 (enclosed). This process entailed an examination of various aspects of the project, and is meant to inform decision-makers as well as identify ways to protect the environment. Board Members should familiarize with the EAW, as the information it contains is germane to this request and will not be duplicated in this report.

The current application differs from the information submitted in the EAW in three ways. First, the EAW stated that reclamation will be done in accordance to the County Ordinance, which calls for 3 inches of topsoil to be provided for. The overburden removed from atop the rock is commonly preserved onsite for future reclamation. The applicant estimates that 45,000 cubic yards of overburden materials is available on this site, and it is calculated that 11,874 cubic yards of material are needed to achieve a 3 inch overlay. The reclamation plans submitted call for overburden material to be used to create berms buttressing the highway, and at the quarry entry. Any remaining material would then be spread on the quarry floor, however the applicant stops short of committing to providing a 3 inch overlay throughout.

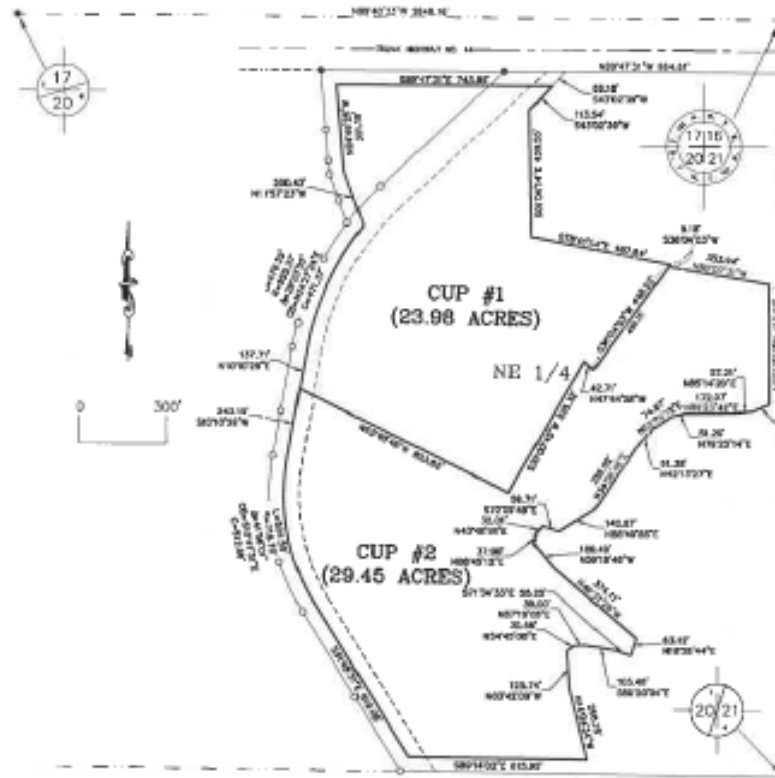


Figure 1 Proposed CUP Map

While the cubic yard quantities stated above suggest ample overburden is available, when this application is considered in conjunction with the concurrent application to the north, which has nearly a 5,000 cubic yard deficit if available overburden is to be relied upon, there is still sufficient material to provide for a 3 inch overlay on both sites. According to these calculations (Figure 2), a 3 inch overlay could be achieved while leaving 28,417 cubic yards of material for berm construction.

	North Site	South Site	Totals
Estimated Available Overburden	5,000 CY	45,000 CY	50,000 CY
Material Required for 3" Overlay	9,664 CY	11,874 CY	21,538 CY

Figure 2 Overburden & Reclamation Estimates

Second, the EAW states that reclamation will be ongoing such that the active quarry never exceeds 40 open acres. The present application does not provide for ongoing reclamation.

Third, the EAW indicated that no chemical storage will occur onsite beyond onboard fuel tanks. Presently, the applicant proposes one 1,000 gallon double wall tank and one 500 gallon tank in a concrete structure.

Staff view these deviations from the EAW to be within the Board's purview to accept during the permitting process. Regarding topsoil for reclamation, the calculations provided above suggest that there is ample material to provide for a 3 inch topsoil overlay. Regarding the sequencing of reclamation – ongoing or not— this strategy is not believed to significantly change the project impact. Regarding the storage of fuel, provided that the Board is confident that the storage tanks are adequate for safe storage, this change is not believed to significantly change the project impact.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Spring Grove Township, the ten nearest property owners, and multiple state agencies were notified. MNDOT indicated no concerns with the application. Houston County DOT indicated the quarry is an important source of materials for County and Township projects. One letter of support was received from the public. One inquiry was received from the public.

SITE CHARACTERISTICS

Board Members should refer to the EAW for detailed information on site characteristics.

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 Comprehensive Plan outlines various goals surrounding transportation, residential development, and agriculture. The materials produced by the quarry contribute to the achievement of these goals.

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

Staff Analysis: The materials produced by the quarry are needed for a variety of purposes. Comments were received from Houston County DOT emphasizing that this is one of the most active quarries in the County, and a commonly used location for asphalt and concrete plants during county or state highway projects. The area covered by this request is needed for processing, stockpiling, and loading.

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

Staff Analysis: There are no water features located on the area to be covered by this permit. There are two man-made ponds within the quarry site to the north. Stormwater is contained within the quarry floor. Runoff from adjacent agricultural fields will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

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

Staff Analysis: All stormwater is contained within the quarry floor.

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

Staff Analysis: The site contains limestone (Decorah Shale & Platteville) suitable for processing into stone products. Approximately 15' of overburden, primarily silt loams, has been removed, leaving a limestone surface that is suitable for processing, stockpiling, and loading.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Fuel and lubricants within internal machinery tanks may be present onsite, and two storage tanks are proposed. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting

contractors will be utilized and will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction. Dust control measures are proposed as needed.

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

Staff Analysis: The site is accessed via State 44. An average of 28-45 trips per day is estimated. All other necessary facilities are currently in place.

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: The quarry is operated with four employees. The existing quarry floor provides ample space for employee parking, as well as truck loading.

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

Staff Analysis: An average of 28-45 trips per day is estimated. MNDOT indicated that the proposal is not anticipated to have significant impacts on state roadways.

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: Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. The area is sparsely populated. The closest residence is approximately 1,100 feet from the quarry boundary to the west. The next closest residence is 1,400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. Residences within close proximity will be notified before blasting occurs. Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment.

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 predominant uses in the area consist of agricultural activities and forested areas (Figure 3). Looking at the area within approximately 1 mile of the site, the predominant land covers in 2018 were grass/pasture (32%), corn (28%), deciduous forest (17%), and soybeans (13%) (Figure 3). Developed areas comprise approximately 6% of the area within a 1 mile radius of the quarry. Given present uses, the proposal is not anticipated to be an impediment to current or future uses.

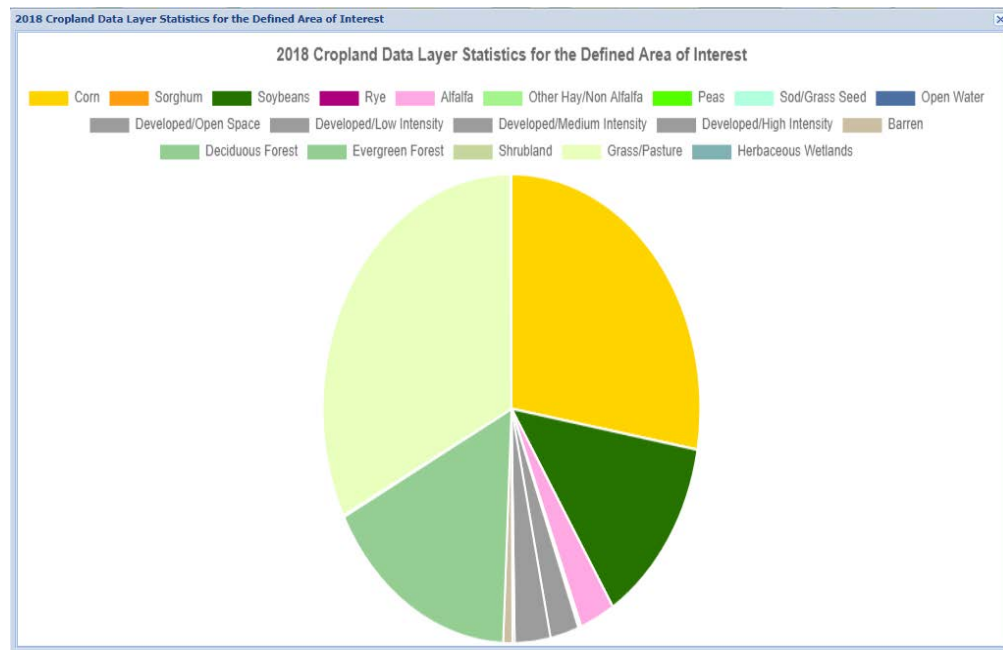


Figure 3 2018 Land Uses

The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bound by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There are thirteen dwellings located on parcels within a half mile radius of the quarry (Figure 4).

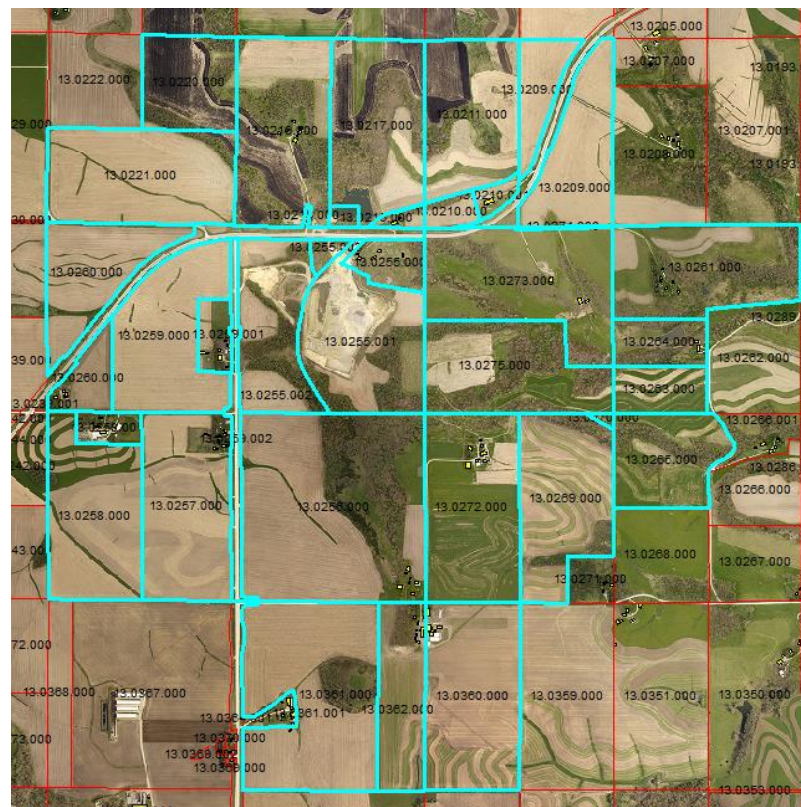


Figure 4 Parcels within 1/2 Mile

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: Noise is regulated by Minnesota Administrative Rules Chapter 7030, Noise Pollution Control (Mn Rules 7030) for Class 3 noise areas (agricultural and related activities) that prescribes standards for day and night that are consistent with speech, sleep, annoyance and hearing conservation requirements on nearby properties. The maximum allowable noise levels for this activity, per Mn Rules 7030, would be measured at the property line and would need to be less than:

- Daytime and nighttime: L10 (10% of the time in a one hour survey) = 80 dB
- Daytime and nighttime: L50 (50% of the time in a one hour survey) = 75 dB

Limestone excavated out of the quarry is not easily airborne and the dust particles created are not easily suspended in the air for prolonged periods. Therefore, the dust from the quarry is expected to be confined to the property limits. Dust suppressants such as misting around equipment, enclosed equipment, watering or treatments of the haul roads, covered truck loads, clean-up of spilled material, limiting the exposed working face are primary tools that the applicant has identified for minimizing dust, and can be expected to be utilized as needed

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: NA

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: The quarry has expanded at a rate of approximately 1.5 acres annually under its current operation. It is expected that this rate of growth is more rapid than a typical quarry in the County. In part the intensity of use at the quarry is driven by State and County DOT projects. The rate of quarrying is not regulated under Ordinance—the reference to mineral extraction in the Agricultural District refers to Section 27, Mineral Extraction. Section 27 provides that mineral extraction be done in accordance to the Comprehensive Plan, which, as stated in Finding #1, outlines several goals that are dependent on a supply of aggregate materials. Thus, the intensity of use is characteristic of the Agricultural District.

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: The applicant has completed an EAW, which incorporated a multi-agency review. The site has operated under a past permit since 2008, and at different times prior to that, with no know impacts to the public's health, safety, morals, and general welfare. The current proposal is not significantly different from past practices.

RECOMMENDATION

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

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

2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A Map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
4. A financial assurance shall be filed with the County Treasurer in an amount not less than \$30,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages or phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
5. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post.
6. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
7. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third

party to place and monitor seismographs, and make the information collected available to said property owners. At least one seismograph measurement shall be recorded for each blast at one of the participating properties, or, if permission from neighboring property owners is not granted, on a location on the Permittee's property to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and impacts on neighboring properties must be within the limits of applicable regulations.

8. Hours of operation shall be limited to the following:

Weekdays: 6:00 AM – 8:00 PM

Saturdays: 8:00 AM – 3:00 PM

Sundays: Closed

Holidays*: Closed. *Holidays shall mean holidays observed by Houston County

Limits to hours of operation may be suspended by Houston County.

9. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

ENVIRONMENTAL ASSESSMENT WORKSHEET

This Environmental Assessment Worksheet (EAW) form and EAW Guidelines are available at the Env. Quality Board's website at: <http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>.

The EAW form provides information about a project that may have the potential for significant environmental effects. The EAW Guidelines provide additional details for completing the EAW form. **Cumulative potential effects** can either be addressed under each applicable EAW Item, or can be addresses collectively under EAW Item 19.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. **Project title:** Underpass Quarry

2. **Proposer:** Curt Roverud (J&C Farms Inc.)

Proposer Association or Corporation: G-Cubed
Contact person: Geoffrey G Griffin
Title: PE, LS Consultant to the Owners
Address: 14070 Hwy 52 SE
City, State, ZIP: Chatfield, MN 55923
Phone: 507-867-1666 ext. 102
Fax: 507-867-1665
Email: geoffg@ggg.to

3. **RGU:** Houston County Environmental Services

Contact person: Aaron Lacher
Title: Planning / Zoning Director
Address: 304 South Marshall Street
City, State, Zip: Caledonia, MN, 55921
Phone: (507) 725-5800
E-mail: aaron.lacher@co.houston.mn.us

4. **Reason for EAW Preparation:** (check one)

Required:

- ☐ EIS Scoping
☒ Mandatory EAW

Discretionary:

- ☐ Citizen petition
☐ RGU discretion
☐ Proposer initiated

If EAW or EIS is mandatory give EQB rule category subpart number(s) and name(s):

4410.4300, Subpart(s) 12.B., Nonmetallic Mineral Mining

5. Project Location:

County: Houston

City/Township: Spring Grove

PLS Location (¼, ¼, Section, Township, Range): NE ¼ Sec.20-T101N-R7W

Watershed (81 major watershed scale): Root River Watershed

GPS Coordinates: 43.5426 -91.6951

Tax Parcel Number: (3 Parcels) 130255001-130255003-130255000

Attach each of the following to the EAW:

- County map showing the general location of the project;
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable); and
- Site plans showing all significant project and natural features. Pre and post-construction site plan.

Attachments for the proposed project are listed below:

Figure 1: Location Map

Figure 2: Proposed Expansion

Figure 3: Land Cover

Figure 4: Waters Map

Figure 5: National Wetland Inventory

Figure 6: County Well Index Map

Figure 7: Bedrock Geology

Figure 8: USDA Soils Map

Figure 9: Quad Map

Figure 10: Firm Map

Figure 11: Traffic Data

Figure 12: Reclamation Map

Appendix A: Natural Heritage Information System (NHIS) Information – Results Pending

Appendix B: Minnesota State Historic Preservation Office (SHPO) Information

Appendix C: Conditional Use Permit #284

6. Project Description:

- a. Provide the brief project summary to be published in the *EQB Monitor*, (approx. 50 words).

The J&C Farms Inc. Underpass Quarry is an approved aggregate quarry operating under a conditional use permit (CUP) in Houston County MN. Review of the CUP identified the requirement for this EAW. This EAW proposes an expansion of 19 acres and a renewal of its CUP.

- b. Give a complete description of the proposed project and related new construction, including infrastructure needs. If the project is an expansion include a description of the existing facility. Emphasize: 1) construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipment or industrial processes, 3) significant demolition, removal or remodeling of existing structures, and 4) timing and duration of construction activities.

The proposed project involves a limestone aggregate quarry operation located in the Spring Grove Township of Houston County, Minnesota (Figure: 1 “Location Map”). The Project is located in an area that contains abundant limestone / aggregate resources which can be excavated, crushed, screened, stockpiled and trucked offsite.

The J&C Farms property of 90.7 acres would increase its quarry operations from its current approved area of 51 acres to 70 acres, an increase of 19 acres (Figure: 2 “Proposed Expansion”). The quarry is expanding at approximately 1.5 acres per year and is currently 28 acres in size. Subject to project use in the vicinity, the expansion could produce needed material for up to 28 years. The expansion would produce aggregate product for State and County road projects, local contractors and the agricultural community.

Quarry operations may be conducted Monday through Saturday, except for legal holidays. Hours of operation may be 6:00 am to 8:00 pm. New construction will be limited to berms, ditches, stockpiles, improvements to the existing access road and staging areas which will be constructed from materials salvaged onsite. There will not be any permanent structures for storage of equipment or materials onsite. Overall processes and equipment previously used will remain the same. No new structures will be built. Temporary structures may include scales, scale shack, screeners and portable bathroom facilities (port-a-potty). All operation management will be housed in offsite offices.

Operations Methods – General Operations

1. Survey phase limits and areas not to be disturbed.
2. Install perimeter silt fence. Construct down slope erosion control measures.
3. Remove surface vegetation in the area to be excavated.
4. Strip and stockpile topsoil. Seed the topsoil stockpile to establish vegetation to prevent erosion
5. Construct any temporary sedimentation basins and their outlets.
6. Construct any diversion ditches and berms to direct stormwater runoff from the current phase of construction to the temporary sedimentation basins
7. Remove overburden materials and either stockpile or place in areas where they can permanently remain as part of the reclamation plan. Stockpile areas shall be placed within the quarry limits and positioned in an area that protects it from prevailing winds causing wind erosion.
8. Sideslopes of berms, ditches, roads and temporary basins are to be covered with topsoil and seeded to reestablish vegetation.
9. Limestone having marketable value may be excavated, crushed, screened and stockpiled. Unsuitable limestone will be placed with overburden in stockpiles or in the reclamation area.
10. Material is loaded into trucks and hauled to the end user.
11. Reclamation (See 9c).

Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries.

The purpose of the project is to excavate, crush, screen and produce crushed aggregate limestone. This is an important resource in the construction and agriculture industry for driveways, streets, roads, concrete ext.

Are future stages of this development including development on any other property planned or likely to happen? ☒ Yes ☐ No

If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

There is a sand source in the SE Portion of the property and additional aggregate sources on adjacent properties. No quarry activities are currently planned but if the market allows there is a possibility of expansion. A different CUP would be established if the area were to be quarried. Refer to the Potential Material Source area in (Figure 2: Proposed Expansion) to see this area.

Is this project a subsequent stage of an earlier project? ☒ Yes ☐ No

If yes, briefly describe the past development, timeline and any past environmental review.

Existing Quarry History:

Pre 2008, the quarry operated prior to CUP regulations. On June 6th, 2008, the owner of the property was granted a Conditional Use Permit (CUP) No. 284 to expand the rock quarry (Houston County Zoning Ordinance Section 27-0110.2706, Subdivision 1, Subsection 1-8) and to do mineral extraction in an ag district (Section 14-0110.1403).

This original CUP was approved with the following conditions

1. Submitted Reclamation plans will be followed.
2. Blasting be limited to a 30,000 ton blast
3. Setback on south, east and west property lines will be increased as indicated on the redrawn ArcMap Photo.
4. That all state, local and federal permits be obtained and followed (including those of MSHA.)
5. The Condition Use Permit will be reviewed every (5) years for a five (5) year extension.
7. **Cover types:** Estimate the acreage of the site with each of the following cover types before and after development:

Acreage of land cover types are shown on (Figure: 3 “Land Cover Types”)

EAW Area	Before	After Reclamation		Before	After Reclamation
Wetlands	0	0	Lawn/landscaping	0	0
Deep water/streams	0	0	Impervious surface	0	0
Wooded/forest	17	2	Stormwater Pond	0	0
Brush/Grassland	5	68	Freshwater Pond	.1	0
Cropland	20	0	Other (describe)		
Active Quarry	28	0	Total	70	70

8. Permits and approvals required:

List all known local, state and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

Unit of government	Type of application	Status
Houston County	Conditional Use Permit No. 261	Active
Minnesota Pollution Control Agency (MPCA)	National Pollutant Elimination System (NPDES) / State Disposal System (SDS) General Permit MNG490000 for Nonmetallic Mining and Associated Activities	#MNG490115

9. Land use:

a. Describe:

- i. Existing land use of the site as well as areas adjacent to and near the site, including parks, trails, prime or unique farmlands.

The J&C Farms property encompasses (90.7) acres of agricultural cropland, forested woodland, grassland and open quarry. The site is located in part of the NE ¼ of Section 20 Spring Grove Township in Houston County. The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bounded by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There is currently no well within the EAW Boundary (Figure: 6 "County Well Index Map"). There are no wetlands, water courses or major drainage systems within the limits of the quarry. Two ponds were excavated at the lower elevation of the quarry to use in washing activities (Figure: 5 "National Wetland Inventory"). Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite.

- ii. Plans. Describe planned land use as identified in the comprehensive plan (if available) and any other applicable plan for land use, water, or resources management by a local, regional, state, or federal agency.

Current land use is identified as 101 - (NON-HSTD) AGRICULTURAL; 111 - (NON-HSTD) TIMBERLANDS; 233 - (NON-HSTD) COMM LAND & BLDGS

- iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers, critical area, agricultural preserves, etc.

Zoning is Agricultural Protection

- b. Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 9a above, concentrating on implications for environmental effects.

The goal is to minimize conflict with surrounding land uses protecting the air, water and land. Once the quarry is done being excavated, it will be restored to pasture quality to be compatible with nearby land uses.

- c. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 9b above.

Site reclamation shall be in accordance with the Houston County Zoning Ordinance Section 27 part 0110.2710 Reclamation Plan (Houston County Ordinances) and any other applicable County, State or Federal Laws and Regulations. . A detailed reclamation plan will be developed as part of the conditional use permit process.

10. Geology, soils and topography/land forms

- a. Geology - Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

In accordance to the Houston County Bedrock Geology plate from the University of Minnesota (2014), the underlying bedrock is Paleozoic from the upper to middle Ordovician geologic periods (Figure: 7 “Bedrock Geology”). Its underlying formations belong to the Galena group and consist of Decorah Shale, Platteville / Glenwood formations and St. Peter Sandstone.

Environmental problems concerning groundwater contamination from karst susceptibility or shallow bedrock conditions will be minimized by the fact that quarry operations do not required the use or storage of hazardous materials. Operations will also prevent farmland runoff from entering the quarry site where rapid infiltration could occur. In the event a sinkhole forms or shallow limestone formations, unconfined/shallow aquifers, or karst conditions are found on or near the property, a Professional Geologist will be consulted to properly close the sinkhole or identify and resolve the problem to promote groundwater resource protection.

- b. Soils and topography - Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 11.b.ii.

The Natural Resource Conservation Service online Web Soil Survey mapped seventeen different soil types on the site.

Soil Name	Map Symbol	Slope %	Acres of AOI
Seaton silt loam, ridge phase	103B	2-6	0.4
Seaton silt loam, driftless ridge	103C2	6-12	0.5
Port Byron silt loam	285B	3-6	1.4
Shullsburg silt loam	312B	1-6	12
Churchtown silt loam	388D2	12-20	5
Mt. Carroll silt loam	401C	6-12	1.6
Frankville silt loam	476B	3-6	1.7
Frankville silt loam	476C2	6-12	23.3
Frankville silt loam	476D	12-20	4.8
Littleton silt loam	477		3.7
Nasset silt loam	492B	3-6	21.7
Edmund silt loam	500C2	4-12	5
Edmund silt loam	500D2	12-20	7.3
Pits, quarries	1013		1.8
Eitzen silt loam, occasionally flooded	1830		2.1
Plainfield loamy fine sand, loamy substratum	1856D	12-25	2
Etter-Brodale complex, rocky	1898F	25-50	

Note: For more information see (Figure: 8 “USDA Soils Map”).

11. Water resources:

- a. Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.
 - i. Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.

According to the Minnesota Pollution Control Agency (MPCA) Impaired waters map, there are no impaired water bodies within a mile of the quarry. No protected waters are within the property. Tributaries within the vicinity of the project are shown in (Figure 4: Waters Map).

Two ponds were excavated at the lower elevation of the quarry for use in washing activities. Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite and the two ponds will be filled with onsite materials during the reclamation. No contamination concerns are expected.

- ii. Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells, including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.

Current MDNR Groundwater depths for Houston County are in progress. Proposed excavation areas are approximately at an elevation of 1284ft and approximately groundwater elevation is at 1240ft. Well locations are listed in (Figure: 6 “County Well Index”) showing no wells in the EAW area. Well data was retrieved from the Minnesota Well Index.

b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item b.i. through Item b.iv. below.

i. Wastewater - For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.

1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

NA

2) If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system.

NA

3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges.

No facilities will be constructed onsite for wastewater as it will be minimal and handled by a portable toilet contract.

ii. Stormwater - Describe the quantity and quality of stormwater runoff at the site prior to and post construction. Include the routes and receiving water bodies for runoff from the site (major downstream water bodies as well as the immediate receiving waters). Discuss any environmental effects from stormwater discharges. Describe stormwater pollution prevention plans including temporary and permanent runoff controls and potential BMP site locations to manage or treat stormwater runoff. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after project construction.

The entire site is exposed to rainfall events. All active areas of the quarry, including crushing and stockpile locations can drain to the lowest point of the quarry. All stormwater is contained within the quarry by use of swales which aid in the infiltration of stormwater or divert the stormwater to the bottom of the quarry.

iii. Water appropriation - Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation.

Currently dewatering is not required because quarry operations stop above the water table. Washing is currently not done onsite and will not take place. No borings or excavation cross sections are available for the quarry. Historically the only water found has been from the pond locations.

iv. Surface Waters

- a) Wetlands - Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed, and identify those probable locations.

No wetlands are located on site

- b) Other surface waters- Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

Two ponds were excavated at the lower elevation of the quarry for use in washing activities. Due to groundwater fluctuation the ponds do not routinely contain enough water to support washing. No washing is currently done onsite.

12. Contamination/Hazardous Materials/Wastes:

- a. Pre-project site conditions - Describe existing contamination or potential environmental hazards on or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.

Excavation will require the use of heavy equipment and truck hauling along with the use of fuels, lubricants and hydraulic fluids. Mobile transport vendors will be used to replenish and maintain heavy equipment and trucks. Trucks and equipment will contain fuels and lubricating oils in onboard fuel tanks and in the engines. No fuel or lubricating oils will be stored on site. Some equipment and their hazardous reservoirs are:

- 40 ton truck: approximately 140 gal. fuel tank and 16 gal. of oil in the crankcase
- Hydraulic Excavator: approximately 200 gal. fuel tank and 14 gal engine oil.
- Front End Loader: approximately 280 gal. fuel tank and 25 gal. of oil in the crankcase

Employees shall be trained in spill prevention and planning. Training will include familiarity with site drainage patterns; spill control equipment and supplies, and proper notification procedures. The quarry

operation will not use toxic or hazardous materials which would lead to a regulated waste, discharge or emission.

In the event that a fuel spill does happen, mitigation measures including: observing safety precautions and stopping the spill, calling 911 if fire or public safety hazards are created, containing the spilled material, reporting the spill to the Minnesota Duty Officer and clean up. Spill containment and emergency preparedness can minimize damage and cost of cleanup. Materials such as containment sorbent and pads may be kept on-site during construction and quarry operations.

- b. Project related generation/storage of solid wastes - Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.

The site will include covered trash containers. Contract trash haulers will be routinely maintaining the trash receptacles.

- c. Project related use/storage of hazardous materials - Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any above or below ground tanks to store petroleum or other materials. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

There are no known existing contaminations or potential environmental hazards on or in close proximity to the project site. There will not be any above or below ground tanks to store petroleum products or other materials on the site beyond those that may be found in a job foreman's pickup truck or fuel delivery truck. Equipment will be filled from these transportable tanks. Delivery trucks will be fueling offsite.

Employees shall be trained in spill prevention and planning. Training will include familiarity with site drainage patterns; spill control equipment and supplies, and proper notification procedures. Oil changes may be completed at the site. The onsite mechanic will need to dispose of any used oil in an approved location.

- d. Project related generation/storage of hazardous wastes - Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling.

There will be no hazardous waste stored or generated onsite.

13. Fish, wildlife, plant communities, and sensitive ecological resources (rare features):

- a. Describe fish and wildlife resources as well as habitats and vegetation on or in near the site.

The project site and adjacent forests are hardwood and undergrowth species. Wildlife resources and habitats on or near the site are limited to those associated with the species inhabiting the nearby agricultural cropland, fence rows, and woodlands. Possible wildlife observed at the site may include whitetail deer, raccoons, skunks, wild turkeys, pheasants and a variety of other small birds and mammals.

- b. Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-____) and/or correspondence number (ERDB 20170324) from which the data were obtained and attach the Natural Heritage letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results.

The MDNR's Natural Heritage Information system was consulted and a database search was conducted to determine possible rare species of plants or animals based on a one mile radius of the site. Rare features within an approximate one mile radius were identified, but no records identified any federal listed species and were either historical or not of concern given the project details. The proposed project is not believed to adversely affect any known occurrences of rare features. If however a sensitive ecological resource is found, measures will be taken to ensure protection.

- c. Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.

Possible effects of the quarry's operation are heavy traffic, change in habitat and noise pollution. There will be no spread of invasive species. Restoration will replace lost habitat.

- d. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to fish, wildlife, plant communities, and sensitive ecological resources.

If sensitive ecological resource are found, measures will be taken to ensure protection, Restoration will replace lost habitat.

14. Historic properties:

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

To detect historical properties on the site, the Minnesota State Historical Preservation Office (SHPO) was contacted and a database search was conducted on the site. Results in the area show no

archaeological sites or historical structures being identified from a search of the Minnesota Archaeological Inventory and Historic Structures Inventory.

15. Visual:

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

An access drive and buffer area of approximately 60 yards in length or more creates distance from visual activity of the quarry's operations from Highway 44. Stockpile areas shall be placed within the quarry limits and existing trees between the quarry boundary and the highway will be maintained to provide some visual buffer of the site (See Figure: 3 "Land Cover"). Depending upon weather conditions and the prevailing wind direction, occasional dust may be visible during dry periods (See 16c for more details). No stationary sources or fixed exhaust stacks are anticipated which could create additional visual impacts.

16. Air:

- a. Stationary source emissions** - Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants, and any greenhouse gases. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.

There are no stationary source air emissions. All quarry equipment will be mobile and will move as the working face migrates across the quarry site. Limestone excavated out of the quarry is not easily airborne and the dust particles created are not easily suspended in the air for prolonged periods. Therefore, the dust from the quarry is expected to be confined to the property limits. Dust suppressants such as misting around equipment, enclosed equipment, watering or treatments of the haul roads, covered truck loads, clean-up of spilled material, limiting the exposed working face are primary tools for minimizing dust.

If there are complaints of fugitive dust, J&C Farms can be contacted for corrected action.

- b. Vehicle emissions** - Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g. traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.

Vehicle-related emissions generated by this project will consist primarily from emissions from mobile sources including heavy equipment used at the quarry. Emissions from vehicles and equipment are controlled by the manufacturer in accordance with SEPA regulations and federal fuel standards. All equipment and trucks will be compliant with current air emission, efficiency and fuel use standards. Quarry equipment and haul trucks are constantly moving to stay efficient at the open quarry area. The level of traffic generated by the quarry activity is not expected to lead to any measurable decrease in air quality due to vehicle emissions. At the quarry site the open atmosphere, elevation and topography of the loading areas allows for diffusion of the engine emissions and will not cause

weather inversions or contribute to pockets of air with excessive pollution levels.

- c. Dust and odors** - Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 16a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.

The limestone rock has no odor. Diesel odors will be emitted by construction equipment during excavation and transportation at the site. Emissions are regulated by the USEPA at the manufacturer of the equipment and trucks.

Dust generation can be expected during excavation and grading activities on the site. Dust control is a requirement of the SWPPP and may include wet suppression using water and/or chloride applications to graded areas, stock piles, haul roads, or material before being crushed or screened. Long-term measures to minimize fugitive dust emissions include stabilizing disturbed soils including overburden and poor quality sand stockpiles with vegetation. The quarry plan proposes to establish vegetation over all operational areas that are not in active use. Berms and stockpiles of overburden that will not be exported will be placed to create windbreaks from the prevailing NW and SW winds. Dust suppression misting systems may be implemented at the site.

For blasting operations, professional and licensed blasting contractors will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction.

17. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. Quarry noise will be typically associated with the operation of motorized vehicles and construction equipment. All diesel and gasoline driven equipment will have mufflers. To the extent practicable the processing equipment will be shielded and placed near the quarry's main excavation areas.

The area is sparsely populated and there are few noise receptors in close proximity to the site. The closest residence is approximately 1100 feet from the quarry boundary to the west. The next closest residence is 1400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area. Residences within close proximity will be notified before blasting occurs. J&C Farms can be notified if noise is an issue.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. The blaster-in-charge of each blasting event must be currently licensed by the Minnesota Department of Public Safety.

Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment. Houston County ordinance states: When explosives are used, the operator shall take all necessary precautions not to endanger life and damage or destroy property. The method of storing and handling explosives shall conform to all laws and regulations relating thereto.

The quarry operator is obligated to take all reasonable actions necessary to control and minimize adverse effects of blasting events, including flyrocks, airblasts, ground vibrations and seismic damage to adjacent wells, dwellings, buildings, monuments and structures. The quarry operator will not store any explosives or blasting agents at the excavation or quarry site.

This applicant acknowledges and recognizes the requirement to adhere to Minnesota Administrative Rules Chapter 7030, Noise Pollution Control (Mn Rules 7030) for Class 3 noise areas (agricultural and related activities) that prescribes standards for day and night that “are consistent with speech, sleep, annoyance and hearing conservation requirements for receivers.

The maximum allowable noise levels for this activity, per Mn Rules 7030, would be measured at the property line and would need to be less than:

- Daytime and nighttime: L10 (10% of the time in a one hour survey) = 80 dB
- Daytime and nighttime: L50 (50% of the time in a one hour survey) = 75 dB

18. Transportation

- a. Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.

The existing quarry currently has two access points off of State Highway 44 and will be used for all activities. Haul routes to and from the site will avoid residential streets. Truck traffic to and from the quarry varies day to day with increased traffic for major projects. The quarry currently operates on average 20-24 truck trips per day (10-12 trucks in and 10-12 trucks out) and 8 employee trips per day (4 in and 4 out). Two lane state highways are typically designed for 10,000 vehicles per day. Traffic data is from MnDOT for 2014 (See Figure: 11 “Traffic Data”) and shows that State Highway 44 is functioning at 2900 vehicle per day. No sections of the route are forecast to reach capacity and all truck will be subject to state/local regulations and restrictions along with County road monitoring.

Proposed quarry activities and hauling may take place between 6 am and 8 pm CST Monday through Friday and 8 am to 3 pm on Saturdays. Permission from the county zoning administrator may be granted for operations beyond these hours to respond to public or private emergencies or whenever any reasonable or necessary repairs to equipment are required to be made. Quarry operations can take place year round but the hauling and excavation of materials are greatly affected when temperatures are below freezing. Hauling is further affected by spring road bans which are established by MnDOT. Parking spaces on the quarry site will be determined by the workers, if the expansion requires a new parking location vehicles and equipment will be moved to a safe out of the way area. Per the NPDES permit best management practices involving street sweeping will be controlled as needed.

- b. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. *If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance,*

Average days there are two trucks at the site expected to produce an average of 24 truck trips per day with a total of 8 personal vehicle trips per day. Low truck counts of 3-4 trips per hour with proper vehicle safety best management practices in place should prevent traffic congestion from being a factor. Vehicle count may exceed during busy periods or future projects. Vehicle counts from the site will not exceed State Highway 44's limit of 10,000 vehicles per day or impact study requirements of peak hour traffic generated exceeding 250 vehicles and or total daily trips exceeding 2500 vehicles.

- c. Identify measures that will be taken to minimize or mitigate project related transportation effects.

Vehicle safety and best management practices should always be implemented on site.

19. Cumulative potential effects: (Preparers can leave this item blank if cumulative potential effects are addressed under the applicable EAW Items)

- a. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.

No other major projects or changes in land use are foreseen in the general vicinity. Being a rural area, it is not likely to experience substantial development and change.

- b. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.

If an expansion occurred, a different CUP would be required at that time and the proposed site would be reclaimed back to agricultural or reestablished as grass or woodland.

- c. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

NA

20. Other potential environmental effects: If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss the how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

No other potential environmental impacts are expected that haven't been addressed by items 1 to 19.

RGU CERTIFICATION. *(The Environmental Quality Board will only accept **SIGNED** Environmental Assessment Worksheets for public notice in the EQB Monitor.)*

I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature: _____



Date: _____

7/31/17

Title: _____

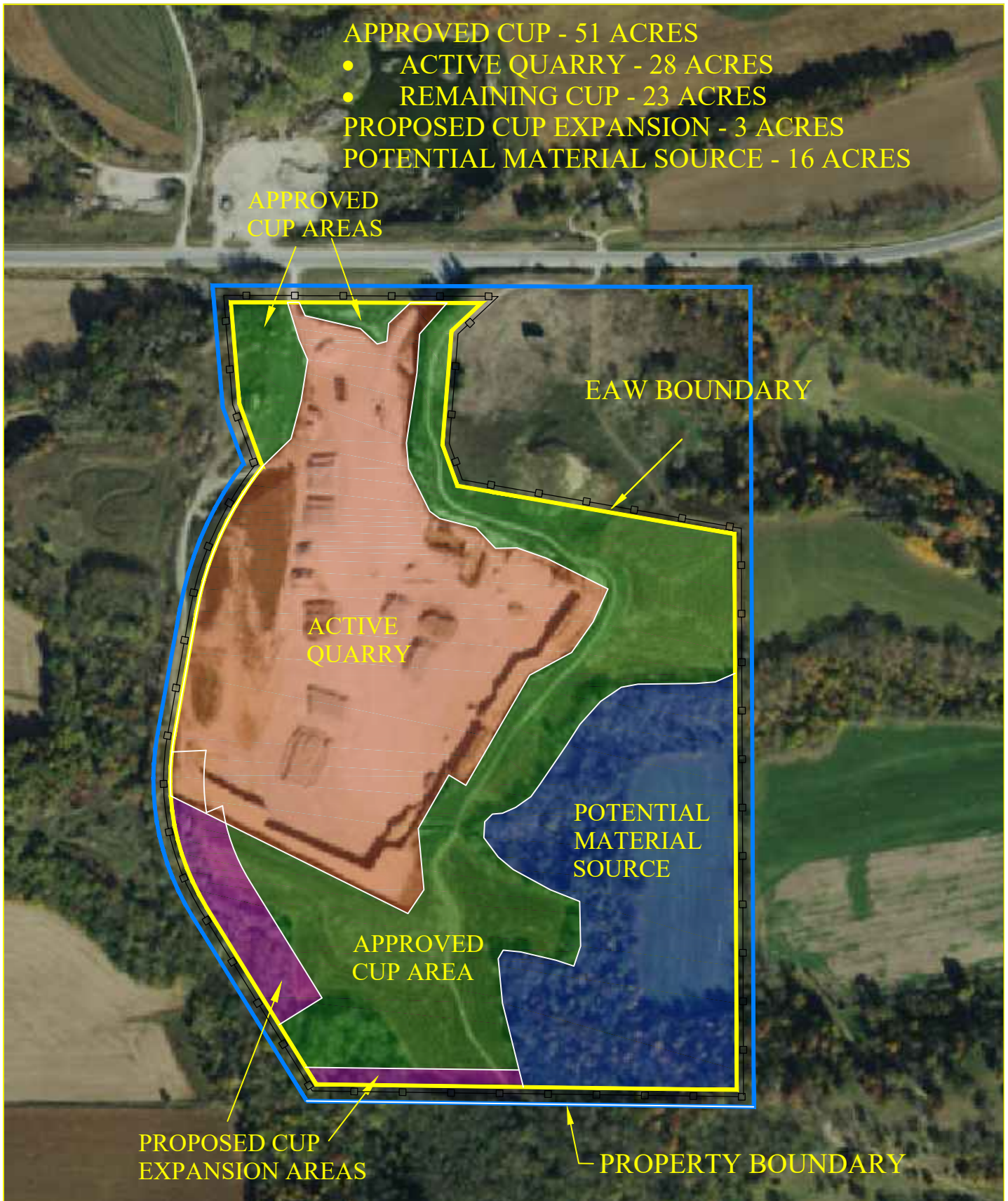
Zoning Admin

APPROVED CUP - 51 ACRES

- ACTIVE QUARRY - 28 ACRES
- REMAINING CUP - 23 ACRES

PROPOSED CUP EXPANSION - 3 ACRES

POTENTIAL MATERIAL SOURCE - 16 ACRES



PROPOSED EXPANSION

Figure 2

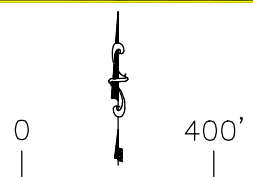
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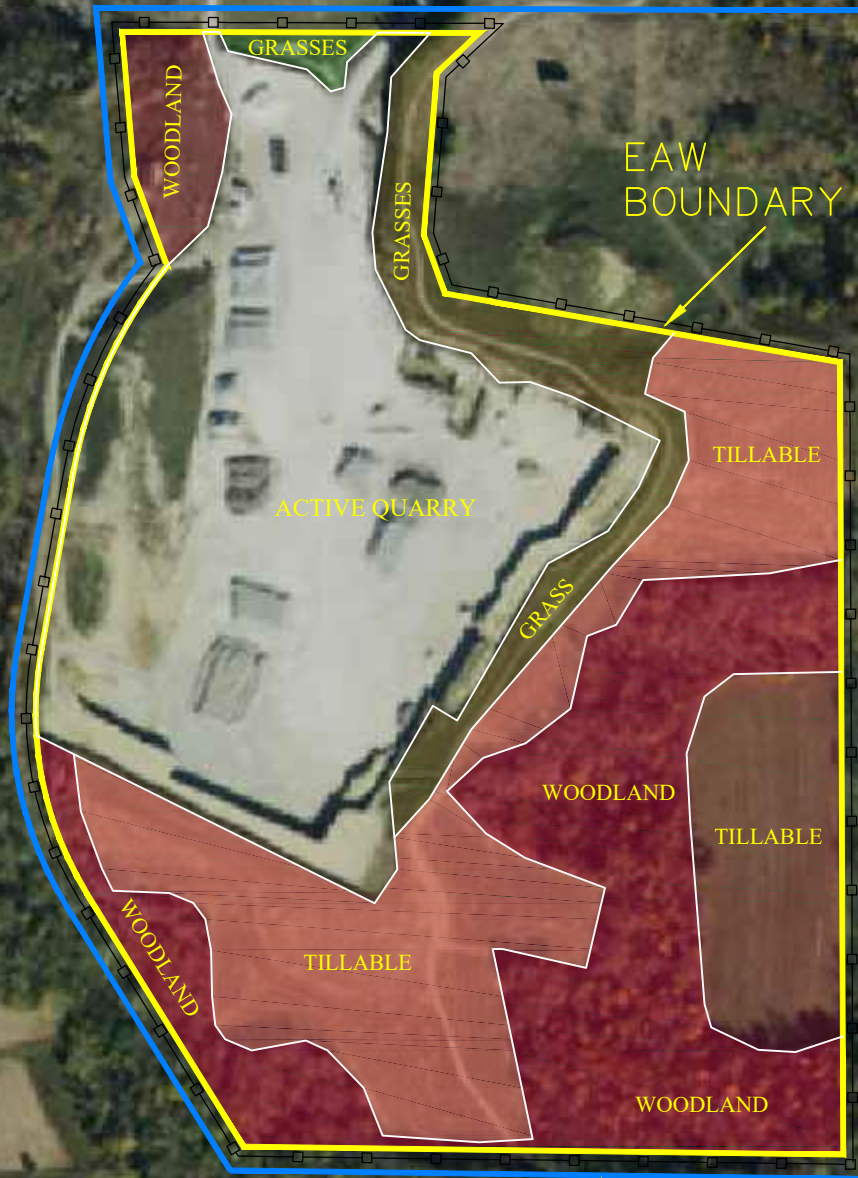
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AREAS:
 ACTIVE QUARRY - 28 ACRES
 GRASS AREAS - 5 ACRES
 WOODLANDS - 17 ACRES
 TILLABLE AREAS - 20 ACRES



LAND COVER
 BING MAPS

Figure 3

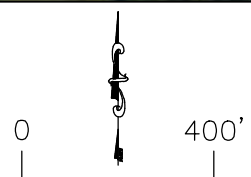
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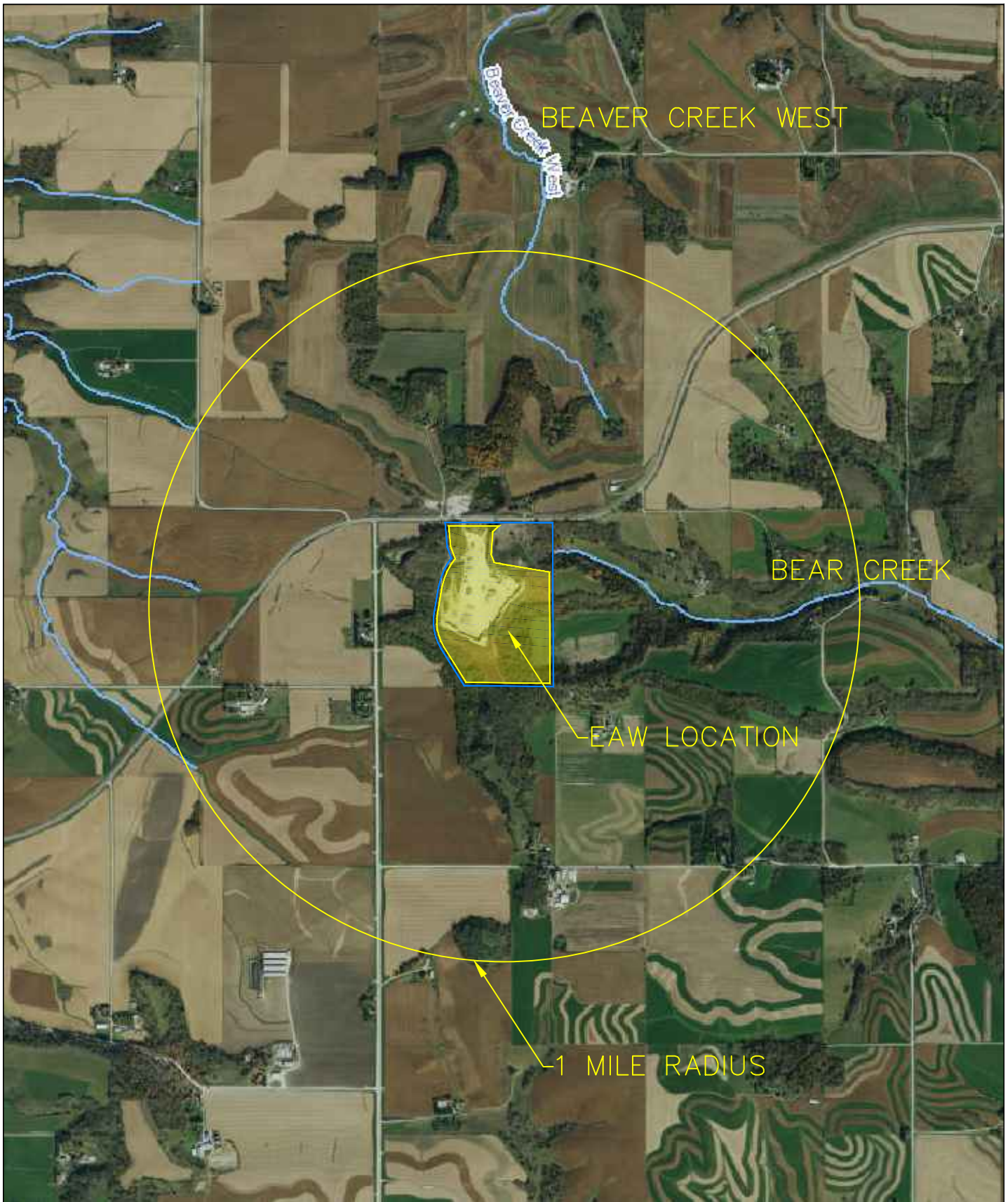
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WATERS MAP
MPCA

FIGURE 4

LAST REVISED: 2-9-2017

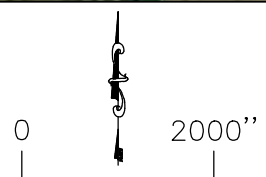
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NATIONAL WETLANDS
INVENTORY

Figure 5

LAST REVISED: 2-10-2017

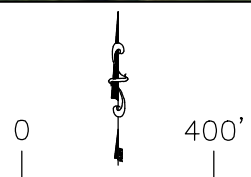
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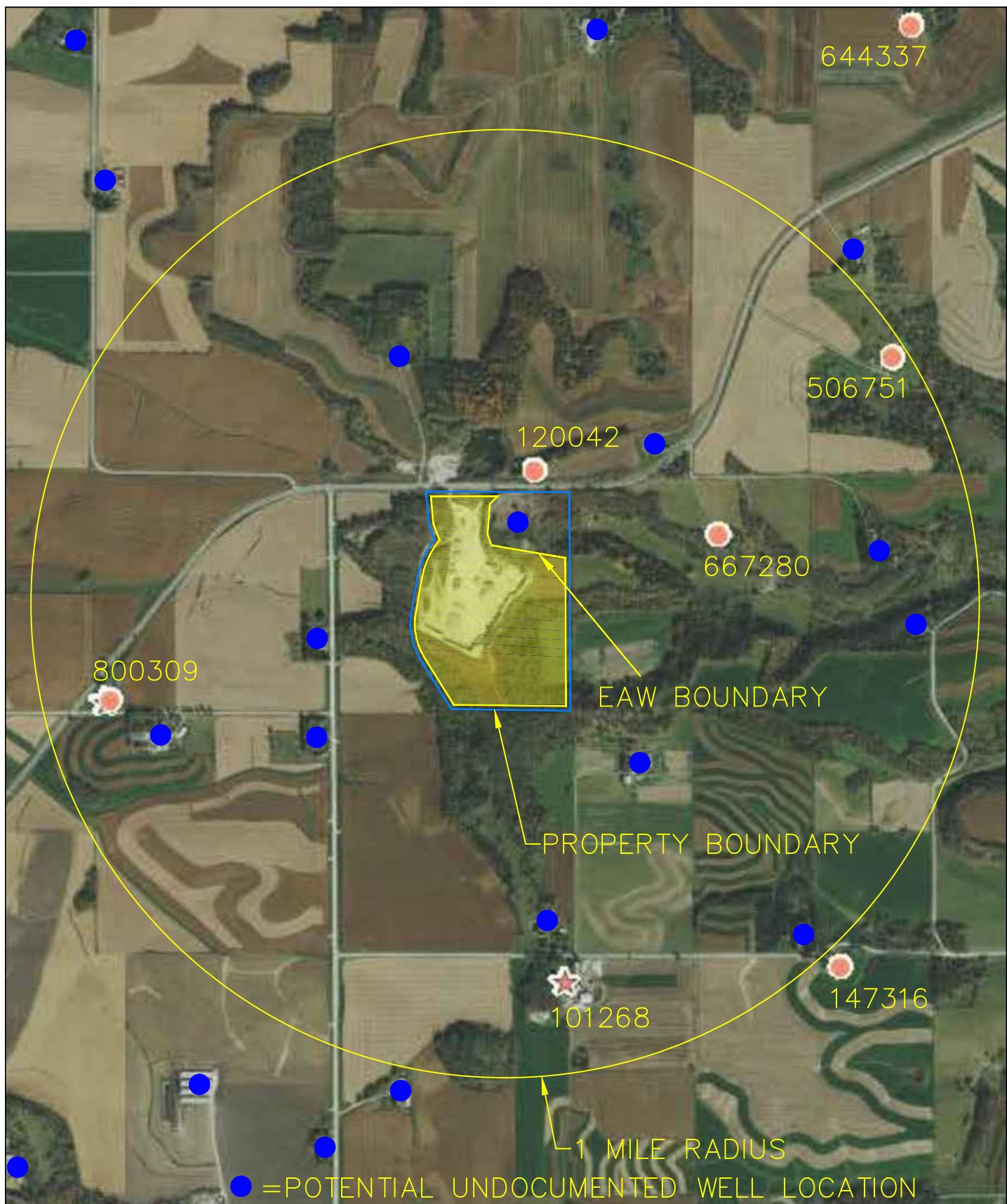
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COUNTY WELL INDEX MAP

Figure 6

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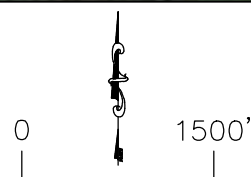
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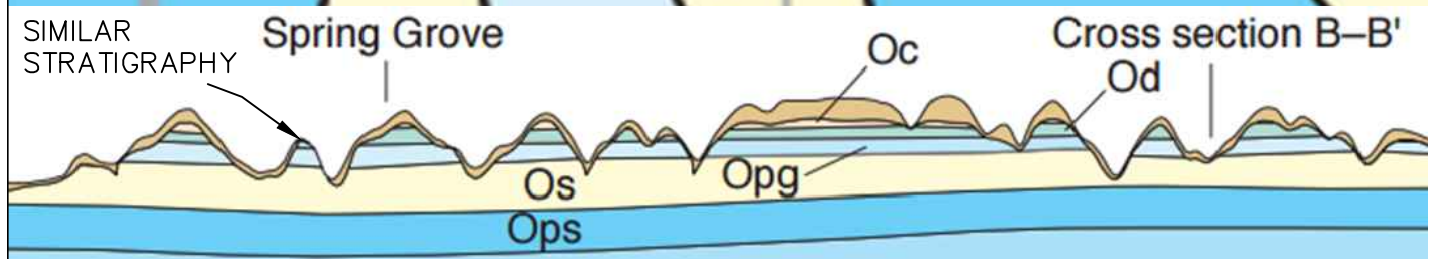
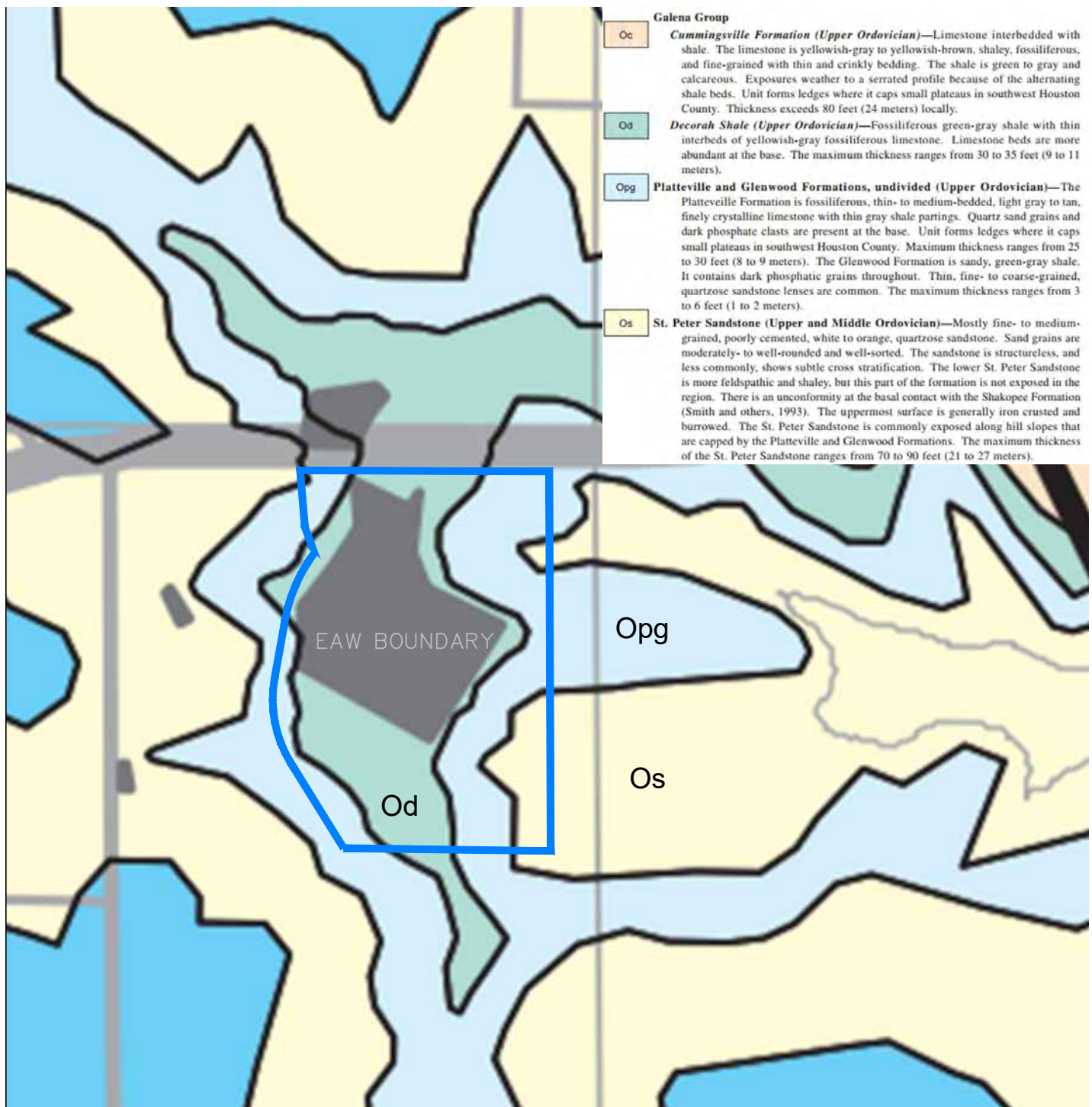
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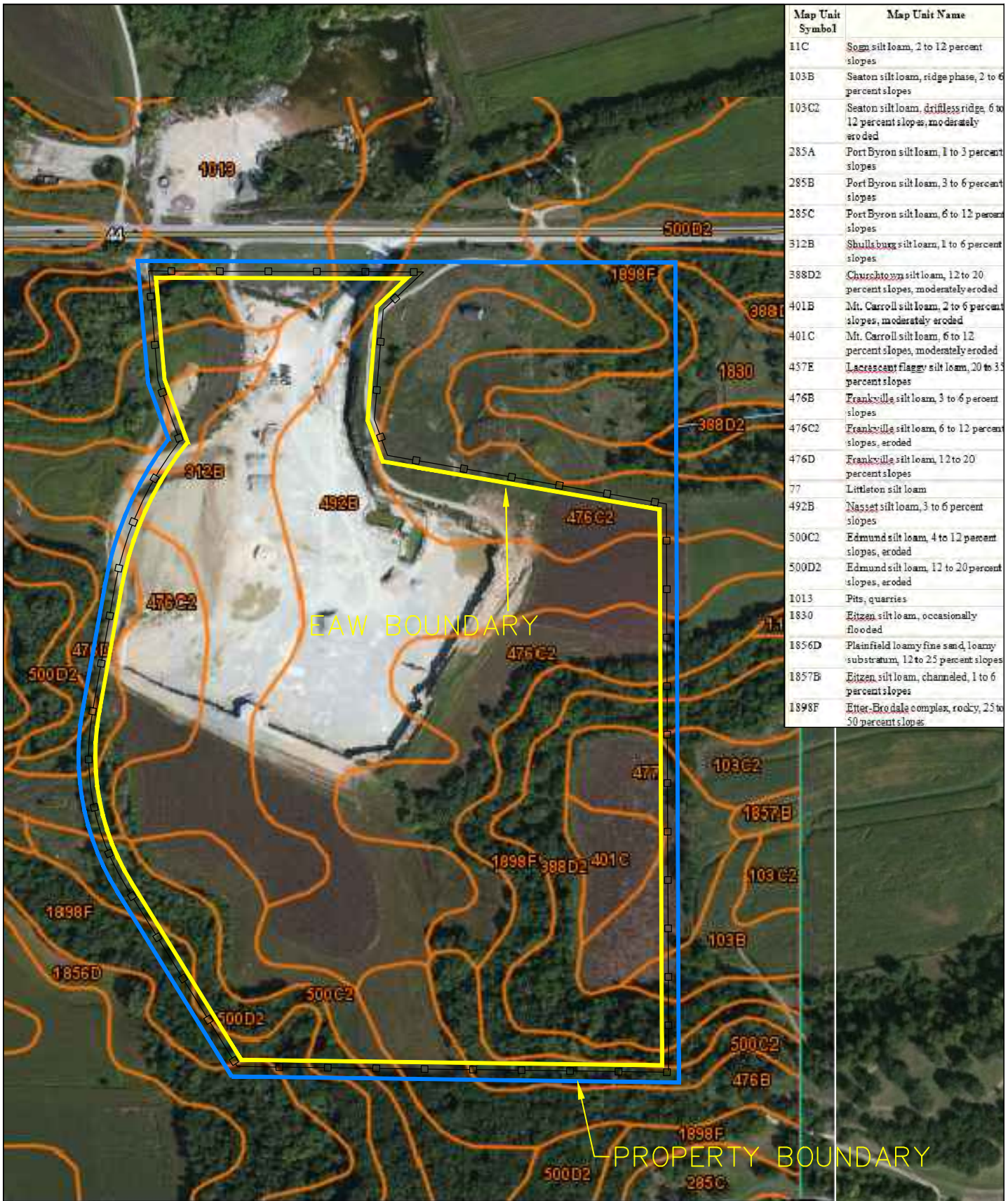
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Map Unit Symbol	Map Unit Name
11C	Som silt loam, 2 to 12 percent slopes
103B	Seaton silt loam, ridge phase, 2 to 6 percent slopes
103C2	Seaton silt loam, driftless ridge, 6 to 12 percent slopes, moderately eroded
285A	Port Byron silt loam, 1 to 3 percent slopes
285B	Port Byron silt loam, 3 to 6 percent slopes
285C	Port Byron silt loam, 6 to 12 percent slopes
312B	Shullsburg silt loam, 1 to 6 percent slopes
388D2	Churchtown silt loam, 12 to 20 percent slopes, moderately eroded
401B	Mt. Carroll silt loam, 2 to 6 percent slopes, moderately eroded
401C	Mt. Carroll silt loam, 6 to 12 percent slopes, moderately eroded
437E	Lacrescent flaggy silt loam, 20 to 35 percent slopes
476B	Frankville silt loam, 3 to 6 percent slopes
476C2	Frankville silt loam, 6 to 12 percent slopes, eroded
476D	Frankville silt loam, 12 to 20 percent slopes
77	Littleton silt loam
492B	Nasset silt loam, 3 to 6 percent slopes
500C2	Edmund silt loam, 4 to 12 percent slopes, eroded
500D2	Edmund silt loam, 12 to 20 percent slopes, eroded
1013	Pits, quarries
1830	Eitzen silt loam, occasionally flooded
1856D	Plainfield loamy fine sand, loamy substratum, 12 to 25 percent slopes
1857B	Eitzen silt loam, channeled, 1 to 6 percent slopes
1898F	Etter-Brodale complex, rocky, 25 to 50 percent slopes

USDA
SOILS MAP

Figure 8

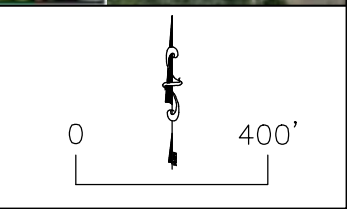
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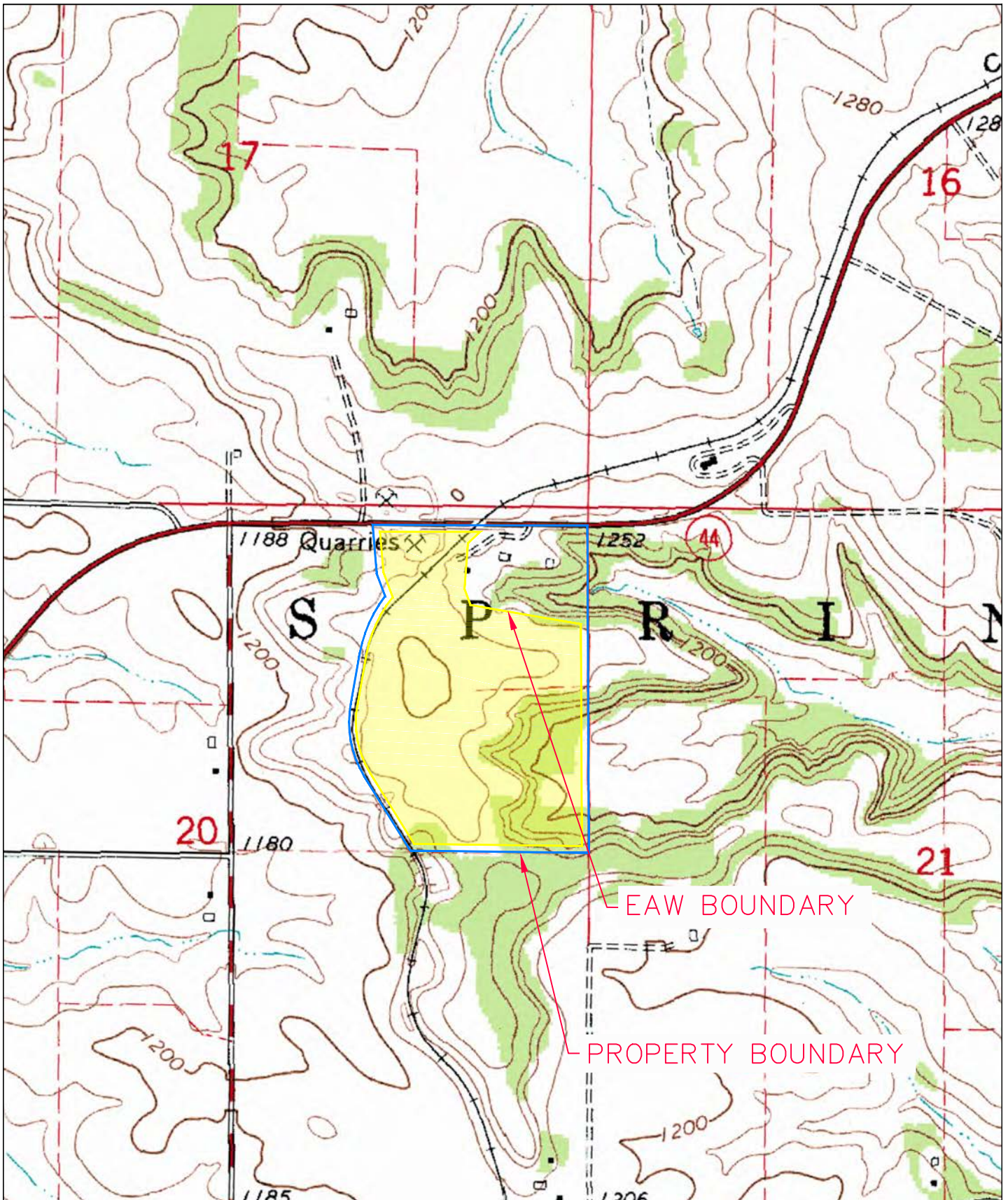
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QUAD MAP
7.5 MINUTE QUAD

Figure 9

LAST REVISED: 2-7-2017

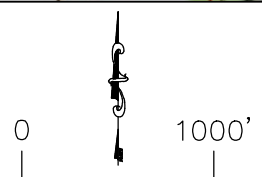
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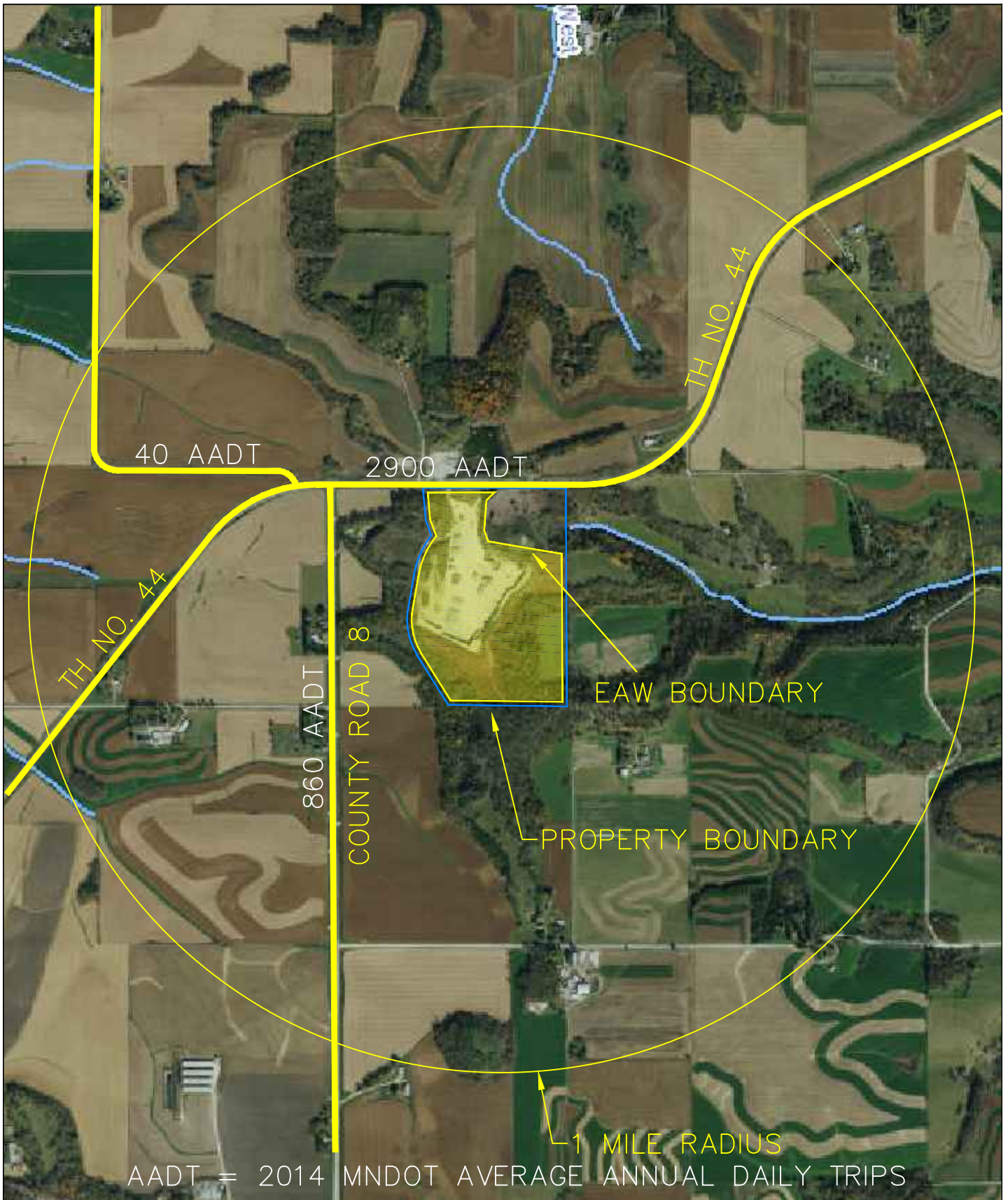
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TRAFFIC DATA
MN DEPT. OF
TRANSPORTATION

Figure 11

LAST REVISED: 2-9-2017

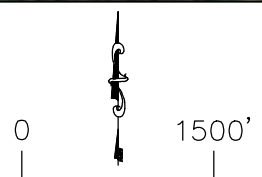
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RECLAMATION MAP

Figure 12

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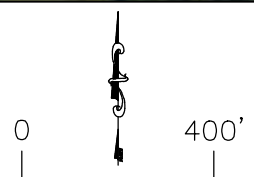
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NO STAPLES
PLEASE

2012	For Agency Use Only:		#Sec _____ Contact Rqsted? _____
	Received _____ Due _____	Inv _____	#EOs _____ Survey Rqsted? _____
	Search Radius _____ mi. L / I / D EM	Map'd _____	#Com _____
	NoR / NoF / NoE / Std / Sub	Let _____ Log out _____	Related ERDB# _____

NATURAL HERITAGE INFORMATION SYSTEM (NHIS) DATA REQUEST FORM

Please read the instructions on page 3 before filling out the form. Thank you!

WHO IS REQUESTING THE INFORMATION?

☒ Mr. Name and Title Chris Priebe
☐ Ms. Agency/Company G-Cubed

Mailing Address 14070 Hwy 52 SE Chatfield MN 55923
(Street) (City) (State) (Zip Code)

Phone 507-867-1666 e-mail chrisp@ggg.to

Responses will be sent via email. ☐
 If you prefer US Mail check here: ☐

THIS INFORMATION IS BEING REQUESTED FOR A:

- ☐ Federal EA ☒ State EAW ☐ PUC Site or Route Application ☐ Watershed Plan ☐ BER
☐ Federal EIS ☐ State EIS ☐ Local Government Permit ☐ Research Project
☐ NEPA Checklist ☐ Other (describe) _____
☐ Check here if this project is funded through any of the following grant programs: Lessard-Sams Outdoor Heritage Council (L-SOHC), Conservation Partners Legacy (CPL), or Legislative-Citizen Commission on Minnesota Resources (LCCMR).

INFORMATION WE NEED FROM YOU:

- 1) **Enclose a map** of the project boundary/area of interest (topographic maps or aerial photos are preferred).
- 2) Please **provide a GIS shapefile*** (NAD 83, UTM Zone 15N) of the project boundary/area of interest.
- 3) List the following locational information* (attach additional sheets if necessary):

For Agency Use: Region / MCBS Status	County	Township #	Range #	Section(s) (please list all sections)	For Agency Use: TRS Confirmed <input type="checkbox"/>
	Houston	101	7	20	

- 4) Please provide the following information (attach additional sheets if necessary):

Project Name: Underpass QuarryProject Proposer: Curt Roverud

Description of Project (including types of disturbance anticipated from the project):

Existing non-metallic mineral mining operation looking to expand greater than the mandatory EAW 40 acre threshold.

Describe the existing land use of the project site. What types of land cover / habitat will be impacted by the proposed project? Existing Rock Quarry and ag fields on flat areas with trees on side slopes of hills.

List any waterbodies (e.g., rivers, intermittent streams, lakes, wetlands) that may be affected by the proposed project, and discuss how they may be impacted (e.g., dewatering, discharge, riverbed disturbance).

No known streams or wetlands on-site.

Does the project have the potential to affect any groundwater resources (e.g., groundwater appropriation, change in recharge, or contamination)?

No

To your knowledge, has the project undergone a previous Natural Heritage review? If so, please list the correspondence #: ERDB # _____. How does this request differ from the previous request (e.g., change in scope, change in boundary, project being revived, project expansion, different phase)?

No

To your knowledge, have any native plant community or rare species surveys been conducted within the site? If so, please list: No

List any DNR Permits or Licenses that you will be applying for or have already applied for as part of this project:

None

INFORMATION WE PROVIDE TO YOU:

1) The response will include a Natural Heritage letter. If applicable, the letter will discuss potential effects to rare features.

- ☐ Check here if you are interested in a list of rare features in the vicinity of the area of interest but you do **not** need a review of potential effects to rare features. Please list the reason a review is not needed:

2) Depending on the results of the query or review, the response may include an Index Report of known aggregation sites and known occurrences of federally and state-listed plants and animals* within an approximate one-mile radius of the project boundary/area of interest. The Index Report and Natural Heritage letter can be included in any public environmental review document.

3) A Detailed Report that contains more information on each occurrence may also be requested. Please note that the Detailed Report may contain specific location information that is protected under *Minnesota Statutes*, section 84.0872, subd. 2, and, as such, the Detailed Report may not be included in any public document (e.g., an EAW).

- ☒ Check here if you would like to request a Detailed Report. Please note that if the results of the review are 'No Effects' or a standard comment, a Detailed Report may not be available.

FEES / TURNAROUND TIME

There is a fee* for this service. Requests generally take **3-4 weeks** from date of receipt to process, and are processed in the order received.

I have read the entire form and instructions, and the information supplied above is complete and accurate. I understand that material supplied to me from the Natural Heritage Information System is copyrighted and that I am not permitted to reproduce or publish any of this copyrighted material without prior written permission from the DNR. Further, if permission to publish is given, I understand that I must credit the Minnesota Division of Ecological and Water Resources, Minnesota Department of Natural Resources, as the source of the material.

Signature
(required)

Note: Digital signatures representing the name of a person shall be sufficient to show that such person has signed this document.

Mail or email completed form to:
Lisa Joyal, Endangered Species Review Coordinator
Division of Ecological and Water Resources
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul, Minnesota 55155
Review.NHIS@state.mn.us

Form is available at
http://files.dnr.state.mn.us/eco/nhrp/nhis_data_request.pdf

Revised March 2, 2012

ChrisP

From: Thomas Cinadr <thomas.cinadr@mnhs.org>
Sent: Thursday, February 2, 2017 8:48 AM
To: ChrisP
Subject: Re: Overpass Quarry SHPO information request

Follow Up Flag: Follow up
Flag Status: Completed

THIS EMAIL IS NOT A PROJECT CLEARANCE.

This message simply reports the results of the cultural resources database search you requested. The database search produced results for only previously known archaeological sites and historic properties. Please read the note below carefully.

No archaeological sites or historic structures were identified in a search of the Minnesota Archaeological Inventory and Historic Structures Inventory for the search area requested.

The result of this database search provides a listing of recorded archaeological sites and historic architectural properties that are included in the current SHPO databases. Because the majority of archaeological sites in the state and many historic architectural properties have not been recorded, important sites or structures may exist within the search area and may be affected by development projects within that area. Additional research, including field survey, may be necessary to adequately assess the area's potential to contain historic properties.

If you require a comprehensive assessment of a project's potential to impact archaeological sites or historic architectural properties, you may need to hire a qualified archaeologist and/or historian. If you need assistance with a project review, please contact Kelly Gragg-Johnson in Review and Compliance @ 651-259-3455 or by email at kelly.graggjohnson@mnhs.org.

The Minnesota SHPO Survey Manuals and Database Metadata and Contractor Lists can be found at <http://www.mnhs.org/shpo/survey/inventories.htm>

Tom Cinadr
Survey and Information Management Coordinator
Minnesota Historic Preservation Office

Minnesota Historical Society
345 Kellogg Blvd. West
St. Paul, MN 55102

651-259-3453

On Mon, Jan 30, 2017 at 1:33 PM, ChrisP <chrisp@ggg.to> wrote:

Please see attached letter.

Chris Priebe

Engineering Specialist

G-Cubed

Phone (507) 867-1666 ext 104

Cell (507) 259-5266

Fax: (507) 867-1665

www.ggg.to



ENGINEERING
SURVEYING
PLANNING

January 30, 2017

Tom Cinadr
Survey and Information Management Coordinator
Minnesota State Historic Preservation Office
thomas.cinadr@mnhs.org
[651-259-3453](tel:651-259-3453)

RE: Underpass Rock Quarry Database Search, Houston County, MN

Tom Cinadr,

G-Cubed Engineering is requesting a database search for historical architecture and archaeological sites located in the given area.

The NE 1/4 of Section 20 of Township 101 N, Range 7 W, in Houston County, MN.

An EAW is being prepared for an existing rock quarry expansion in Houston County, Minnesota. Please call me with any questions.

Please respond to my email at chrisp@ggg.to

Thank you,

A handwritten signature in blue ink, appearing to read 'Chris Priebe', written over the printed name.

G-Cubed Engineering
14070 Hwy 52 SE
Chatfield, MN 55923

(507) 867-1666 (Phone)
(507) 867-1665 (Fax)
chrisp@ggg.to

\$250.00

No. 284

State of Minnesota,
County of Houston

Township of Spring Grove
Office of Zoning Administration

CONDITIONAL USE PERMIT

IN CONSIDERATION OF The statements and representations made by Curt Roverud of J and C Farms
PO Box 342, Spring Grove, MN 55974
 in application therefore duly filed in this office, which application is hereby made a part hereof, PERMISSION IS HEREBY
 GRANTED To said Curt Roverud of J and C Farms as owner
 to expand a rock quarry (Section 26 - 0110.2604, Subdivision 1, Subsection 1-7) and do mineral extraction in an ag district (Section 13 - 0110.1303,
Subdivision 1, Subsection 22)
 upon that tract of land described as follows: Lot _____ Block _____; plat or addition _____
Part of the NE 1/4 - 72.23A, Section 20, Township 101, Range 7
 which tract is of the size and area specified in said application.

This permit is granted upon the express conditions that said owner and his _____ contractors, agents, workers and employees, shall comply in all respects with the ordinances of the County of Houston.

Given under the hand of the Zoning Administration of Houston County and its corporate seal and attested this
16th day of June 2008.

Parcel # _____



Zoning Administration

This permit is not transferable. Refer to the backside of the permit for additional stipulations.

And subject to the following conditions, if any:

- 1) Submitted Reclamation plan be followed.
- 2) Blasting be limited to a 30,000 ton blast.
- 3) Setback on south, east and west property lines will be increased as indicated on the redrawn ArcMap Photo.
- 4) That all state, local and federal permits be obtained and followed (including those of MSHAW.)
- 5) The Conditional Use Permit be reviewed every (5) years for a five (5) year extension.

RESOLUTION #17-45

APPROVE FINDINGS OF FACT AND RECORD OF DECISION FOR THE PROPOSED CURT ROVERUD (J&C FARMS, INC.) EXPANSION OF THE UNDERPASS QUARRY AND THE NEGATIVE DECLARATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT

WHEREAS, Curt Roverud (J&C Farms Inc.) proposes a 19 acre expansion of the Underpass Quarry, from 51 acres to 70 acres; and

WHEREAS, MN Rules 4410.4300, subpart 12, classifies the project as a Mandatory Environmental Assessment Worksheet (EAW) Category because the project proposes to excavate 40 or more acres; and

WHEREAS, Houston County is the Responsible Governmental Unit for preparing the EAW and for determining the potential for environmental impacts of the project; and

WHEREAS, Houston County distributed the EAW for the required 30-day comment period on August 7, 2017; and

WHEREAS, the 30-day comment period ended on September 7, 2017; and

WHEREAS, Houston County received comments on the EAW from five entities; and

WHEREAS, pursuant to Minnesota Rules 4410.1700 Subp. 2a B. Houston County extended the deadline for a decision on the need for an Environmental Impact Study until November 7, 2017; and

WHEREAS, Houston County, reviewed the comments, and prepared a specific written response to each in accordance with Minnesota Rules (see attached Exhibit A: Findings of Fact and Record of Decision); and

WHEREAS, the preparation of the EAW and comments received on the EAW have generated information adequate to determine whether the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry has the potential for significant environmental impacts; and

WHEREAS, the Houston County Board held a public meeting on October 17, 2017, to review the EAW, provided written findings, and determined that there is no need for the preparation of an Environmental Impact Statement (EIS); and

WHEREAS, the Houston County Board, based on the findings of fact, concludes that an Environmental Impact Statement (EIS) for the project is not necessary because (1)

the Project does not fall within a mandatory EIS category as set for in Minnesota Rules 4410.4400; and (2) the Project does not have the potential for significant environmental effects according to the criteria and procedures set forth in Minnesota Rules 4410.1700.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSTON COUNTY, MINNESOTA BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. Findings of Fact and Record of Decision. The Houston County Board adopts the Findings of Fact and Record of Decision related to the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry incorporated herein as Exhibit A.

Section 2. Negative Declaration. The Houston County Board finds based on the adopted Findings of Fact and Record of Decision that no Environmental Impact Statement is required for the proposed Curt Roverud (J&C Farms Inc.) Expansion of the Underpass Quarry.

Section 3. Direction to Publish. The Houston County Board directs that this resolution and the attached Findings of Fact and Record of Decision be distributed within five days in accordance with Minnesota Rules 4410.1700, subpart 5.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

*****CERTIFICATION*****


STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Charlene Meiners, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated October 17, 2017.

WITNESS my hand and the seal of my office this 17th day of October, 2017.

(SEAL)


Charlene Meiners, County Auditor

Number 2019- CUP- 54902	J&C FARMS INC 130255001 Conditional Use Request Submitted by j and c farms on 12/19/2019	
---	---	---

CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 12/19/2019 4:02:45 PM and saved by: alacher

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 **\$500.00**
Fee

Recording Fee **\$46.00**

Application Type:
Conditional Use

APPLICANT INFORMATION [\[Edit\]](#) Last updated: 12/19/2019 4:06:03 PM and saved by: Holly Felten

Applicant Name	J&C FARMS INC
Telephone Number	5074983238
Address	103 2nd Ave S.E.
City	Spring Grove
Zip	55974
Parcel Tax ID	130255001
Legal Description	Sect-20 Twp-101 Range-007 72.83 AC PT NE1/4 & ROAD EASEMENT - .6A B 351 P 773
Section-Township-Range	20-101-007
Do you own additional adjacent parcels	Yes

Township of:	Spring Grove
--------------	---------------------

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 to inform my township of my application. **Yes**

Township Contacts

CONDITIONAL USE REQUEST [\[Edit\]](#) Last updated: 12/19/2019 4:15:14 PM and saved by: alacher

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

Describe in detail your request. **Mineral Extraction in an Ag District**

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

Section 14.3 - Subdivision 19 - Mineral Extraction

Requested Dimension:

23.98 acres

**Please upload any
supporting documents:**

[Application New CUP 12-19-2019.pdf \(download\)](#)
[Environmental Assessment Worksheet - Underpass
Quarry.pdf \(download\)](#)
[Information on Fuel Tank.pdf \(download\)](#)
[Letter RE Application Edits.pdf \(download\)](#)
[Resolution Packet - Underpass - Negative Declaration
FINAL.pdf \(download\)](#)

CONDITIONAL USE FINDING OF FACTS [\[Edit\]](#) Last updated: 12/19/2019 4:24:46 PM and
saved by: Holly Felten

[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:

Yes

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

Yes

Comments:

**Aggregate is used for state, county, township and local
customers.**

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

Yes

Comments:

An EAW was completed and accepted by the County.

**4. That the proposed
use will not adversely**

Yes

increase the quantity of water runoff.

Comments: **An EAW was completed and accepted by the County.**

N/A

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

Comments: **N/A**

Yes

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

Comments: **An EAW was completed and accepted by the County.**

Yes

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

Comments: **No additional infrastructure is required.**

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 is onsite parking provided.**

Yes

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

Comments: **There is an east bound turn lane.**

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:

The site has been in operation for 35 years. The proposal is to use the site in a similar way until reserves are exhausted.

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:

As long as the operation stays within the perimeters of the permit, the neighbors should not be affected.

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:

There is dust control provided when needed.

N/A

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:

N/A

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:

The operation will be no different than any other quarry operation.

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:

I am proposing a blasting limit of 30,000 tons. Neighbors will be notified of blasts 24 hours in advance if they want to be.

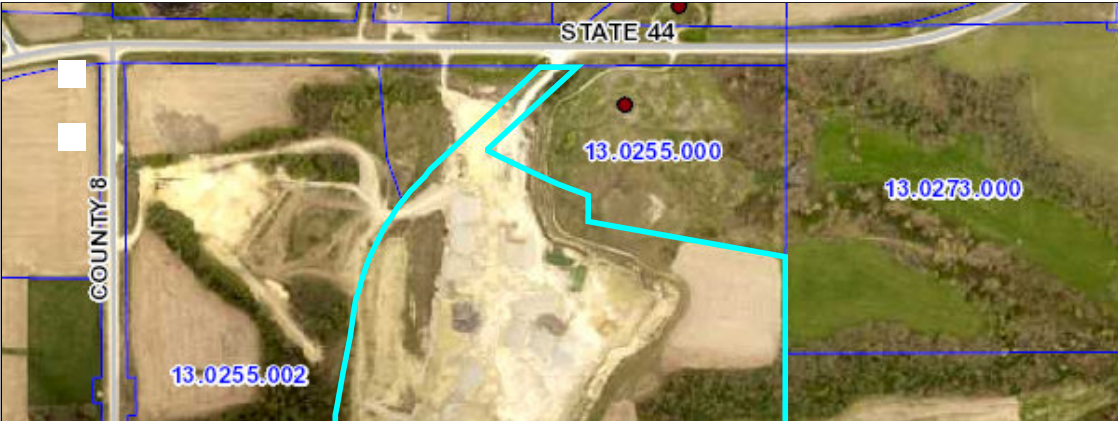
SITE PLAN INFORMATION [Edit] Last updated: 12/19/2019 4:25:05 PM and saved by: Holly Felten

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

There are no attached documents.

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)
- ☒ 2017 Imagery

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

APPLICATION SUBMITTAL [Edit] Last updated: 12/19/2019 4:29:34 PM and saved by: Holly Felten

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

CR

Date Signed:
12/19/2019

Check this box if Staff Signature on behalf of Applicant. **Yes**

APP SUBMITTED/PAYMENT SELECTION Last updated: 12/19/2019 5:31:55 PM and saved by: Holly Felten

Fee amount paid: **\$546**

Notice to Township

Date email sent:
12/19/2019

DATES

[Edit]

Last updated: 1/6/2020 4:36:57 PM and saved by: Holly Felten

Application Date (Complete Application)

12/5/2019

Advertising Date

1/15/2020

Planning Commission Meeting Date

1/30/2020

Meeting Time

7:30 PM

Comments

CUP #1
NEW APPLICATION?

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

HOUSTON COUNTY ENVIRONMENTAL SERVICES



Application for Conditional Use Permit for Mineral Extraction

Fee: \$500

General Information

Owner Name	Curt Roverud C/O J&C Farms, Inc
Mailing Address	Po Box 342
City, State, Zip	Spring Grove, MN 55974
Telephone	Home – 507-459-0027 Cell – 507-459-0027
Email	curtroverud@gmail.com
Operator Name	Skyline Materials
Mailing Address	1000 S. Grand Avenue
City, State, Zip	Charles City, IA 50616
Telephone	641-228-4255
Email	
General Information comments: - CUP #1 – Northerly Portion of Existing Quarry	

Property Information

Please provide the following information regarding the proposed property:	
PIN # 13.0255.001 # 13.0255.003 # 13.0255.000	Section 20 Township 101N Range 7W
Property Size	Site Width 1350ft
	Site Depth 1426ft
Total Acres 23.98 Acres	
Existing Structures	None SCALE HOUSE
A Legal Description is attached to the application	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A survey is attached to the application	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provide a statement of ownership or lease:	
Describe how the maximum mine area boundary will be marked on the ground:	
The property boundary has been clearly marked with survey monuments by G-Cubed Surveying.	
Property Information comments:	

Existing Conditions Map

Please provide an Existing Conditions Map(s) showing the following:		
Aerial photo of proposed site plus 1000' in all directions	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Geological formations affected by proposal	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Elevation contour lines at 10' intervals	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Soil types present	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Wetlands	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Water courses and drainage systems within 5290'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Impounded waters	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Wooded areas	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Cultivated fields	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Existing structures within 2640'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Existing wells within 2640'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Groundwater flow patterns	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Roads, trails, & railroads	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Cultural features	Included <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Existing mines within 5280'	Included <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Distance to nearest mine boundary:		
Existing Conditions comments: See existing EAW for the site, with any further question.		

[illegible][illegible]

CUP #1

That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter, thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet to the point of beginning; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 448.53 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence North 10°10'29" East 137.71 feet; thence northeasterly 476.29 feet along a tangential curve concave to the southeast, said curve has a radius of 955.37 feet, a central angle of 28°33'50", and the chord of said curve bears North 24°27'24" East 471.37 feet; thence North 19°57'23" West, not tangent to said curve, 200.43 feet; thence North 04°46'25" West 301.16 feet; thence South 89°47'31" East, parallel with said south right of way line, 743.85 feet to the point of beginning.

The above described parcel contains 23.98 acres and is subject to any easements, covenants, and restrictions of record.

CUP #2

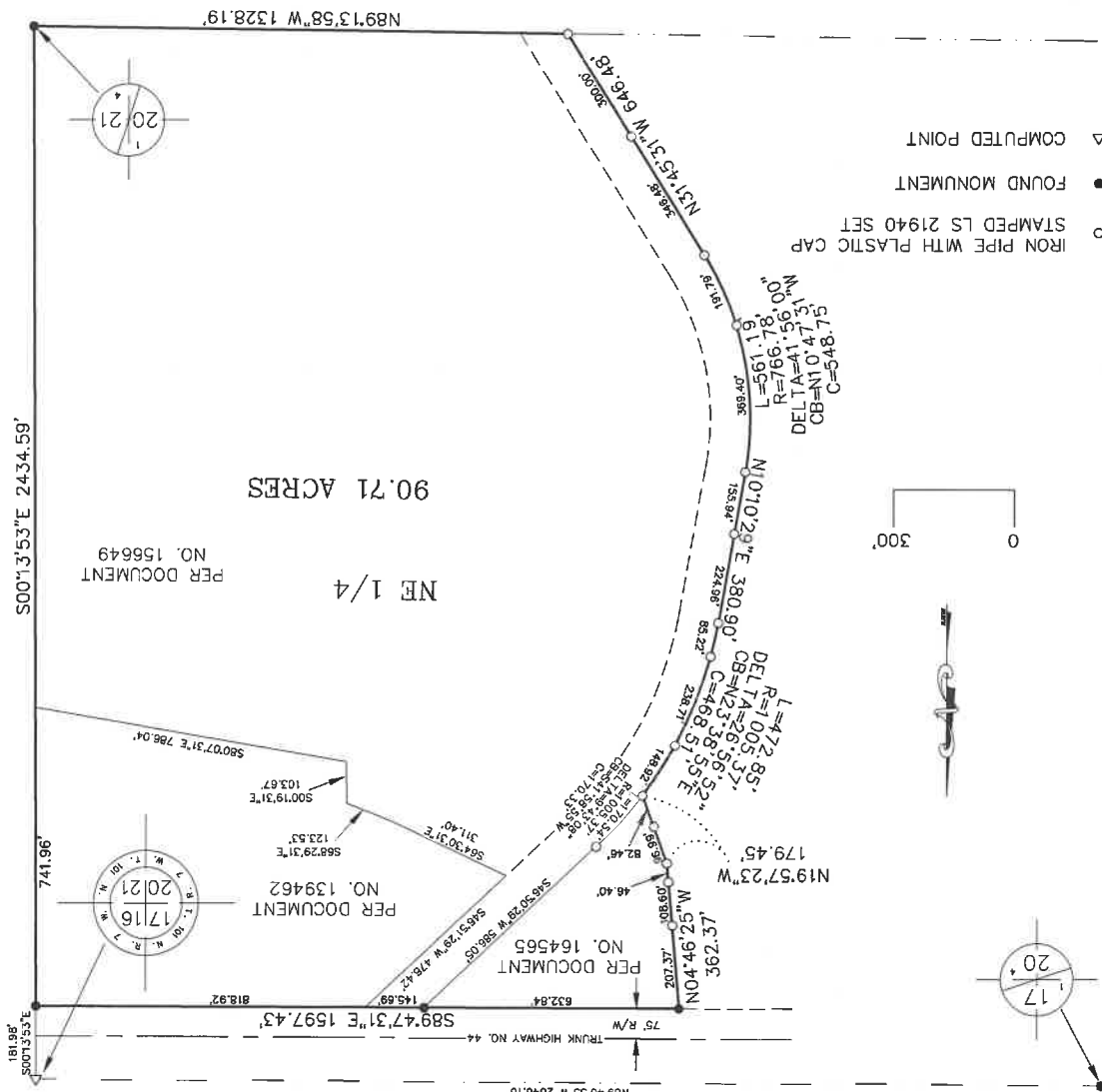
That part of the Northeast Quarter of Section 20, Township 101 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter, thence on an assumed bearing of South 00°13'53" East, along the east line of said Northeast Quarter, 181.98 feet to the south line right of way line of Trunk Highway No. 44; thence North 89°47'31" West, along said south right of way line, 964.61 feet; thence South 43°02'39" West 68.18 feet; thence continuing South 43°02'39" West 113.54 feet; thence South 01°04'14" East 439.55 feet; thence South 78°41'54" East 487.64 feet; thence South 36°04'03" West 9.18 feet to the point of beginning; thence continuing South 36°04'03" West 439.35 feet; thence North 47°44'58" West 42.71 feet; thence South 30°00'45" West 525.32 feet; thence North 63°40'46" West 803.62 feet; thence South 10°10'29" West 243.19 feet; thence southeasterly 524.59 feet along a tangential curve concave to the northeast, said curve has a radius of 716.78 feet, a central angle of 41°56'01", and the chord of said curve bears South 10°47'31" East 512.96 feet; thence South 31°45'31" East, tangent to said curve, 619.06 feet; thence South 89°14'02" East 615.95 feet; thence North 14°04'34" West 256.75 feet; thence North 03°42'09" West 125.74 feet; thence North 54°45'00" East 30.56 feet; thence North 87°19'06" East 39.00 feet; thence South 80°20'04" East 105.46 feet; thence South 71°34'33" East 55.25 feet; thence North 18°26'44" East 63.12 feet; thence North 49°31'28" West 374.11 feet; thence North 39°18'46" West 109.49 feet; thence North 08°45'12" East 37.98 feet; thence North 43°48'18" East 32.01 feet; thence South 72°09'49" East 59.71 feet; thence North 58°40'55" East 142.67 feet; thence North 34°06'46" East 259.02 feet; thence North 42°13'27" East 91.38 feet; thence North 55°19'15" East 74.67 feet; thence North 79°23'14" East 51.26 feet; thence North 89°23'42" East 172.07 feet; thence North 85°14'20" East 57.21 feet; thence North 66°47'26" East 64.10 feet; thence North 00°13'53" West 413.52 feet; thence North 80°07'31" West 353.94 feet to the point of beginning.

The above described parcel contains 29.45 acres and is subject to any easements, covenants, and restrictions of record.

SECTION 20
T. 101 N., R. 7 W.

T. 101 N., R. 7 W.



PER DOCUMENT NUMBER 139462
RECORDED MAY 6TH, 1983
A parcel of land being part of the Northeast one quarter of the Northeast one quarter (NE1/4-NE1/4) of Section twenty (20), Township one hundred one (101) North, Range seven (7) West, Houston County, Minnesota, described as follows:
Beginning on the east line of said section 20 at its intersection with the south line of said section 22, thence South 51° 43' West, 478.42 feet, thence South 59° 39' East, 311.40 feet, thence South 63° 38' East, 123.53 feet, thence South 54° 32' West, 103.67 feet, thence South 75° 16' East, 785.72 feet, thence North 4° 39' 4" East, 741.91 feet to the point of beginning.
Containing 14.51 acres more or less.

County, Minnesota described as follows: Commencing on the East line of said Township Twenty (20) at its intersection with the South right-of-way line of State Highway Number forty-four (44); thence North 84°56' West along the South line thereof 818.29 feet to the point of beginning of this description; thence South 14°58' East 145.68 feet; thence South 51°43' West 586.05 feet to the point of a curve concave to the Southeast, having a central angle of 36°40' and a radius of 1005.37 feet; thence Southwesterly along the arc of said curve 643.39 feet. The chord of said arc bears South 33°37' West, 632.47 feet; thence South 15°03' West 380.90 feet to the point of a curve concave to the East having a central angle of 41°56' and a radius of 766.78 feet; thence South 84°26'37" East 1,327.85 feet; thence South 56°19' East. The chord of said arc bears South 55°55' East, 548.75 feet; thence South 26°53' East, 646.48 feet; thence South 84°26'37" East 1,327.85 feet; thence North 59°39' West, 311.44 feet; thence North 51°45' East, 470.42 feet to the point of beginning, containing 72.23 acres more or less.

RECORDED DECEMBER 23RD, 1988
 RECORD DOCUMENT NUMBER 156549

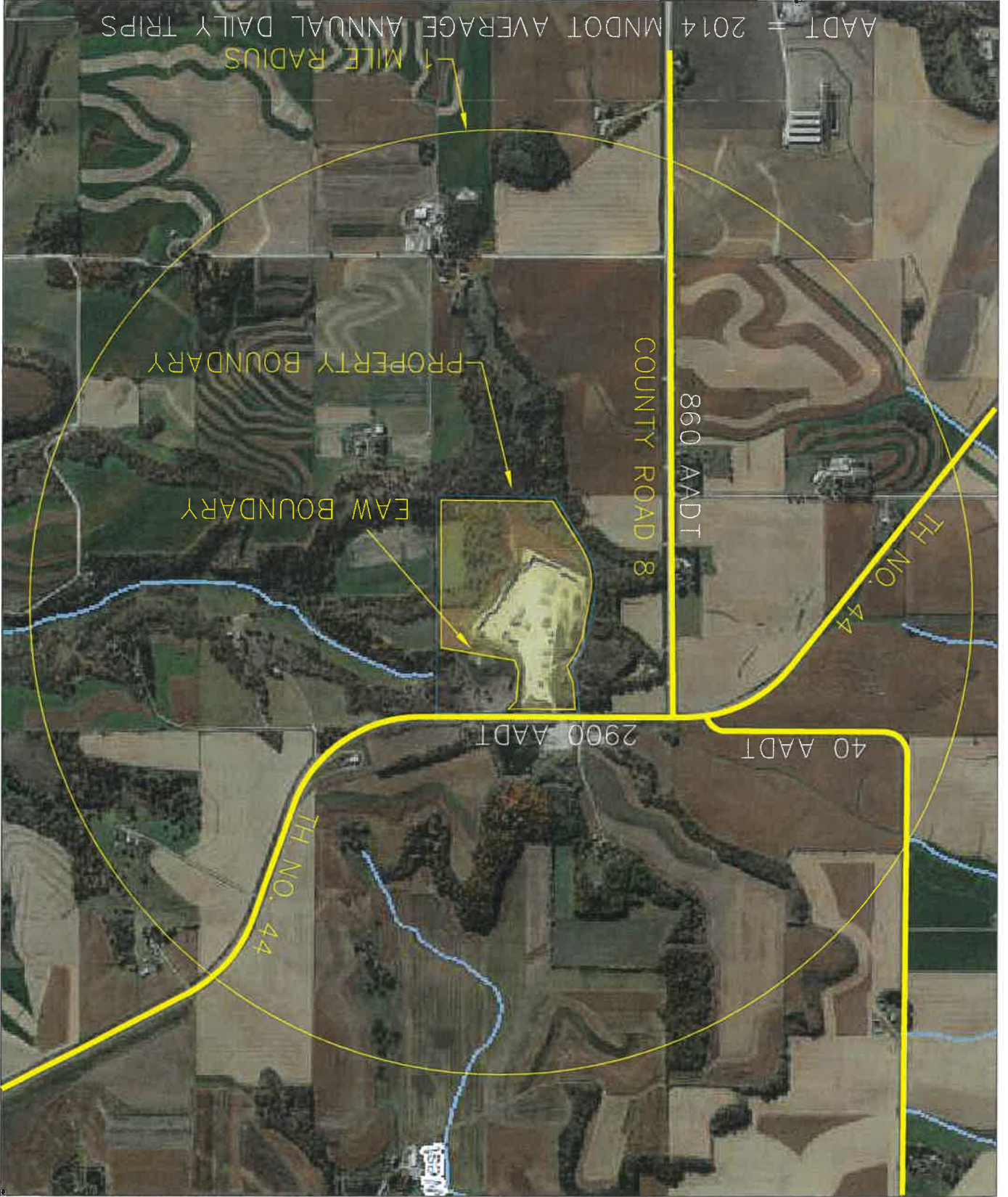
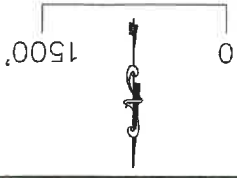
[illegible]

DATE 7/15/2015
REG. NO. 21940
Geoffrey G Griffin

G-Cubed

**ENGINEERING
SURVEYING
PLANNING**
Ph. 507-867-1666
Fax 507-867-1665
www.507to

DATE OF SURVEY: 7-15-2015	Prepared For:	Curt Roverud	PO BOX 342	Spring Grove, MN 55974	SHEET 1 OF 1	FILE NO:15-006
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FIRM MAP

Figure 10

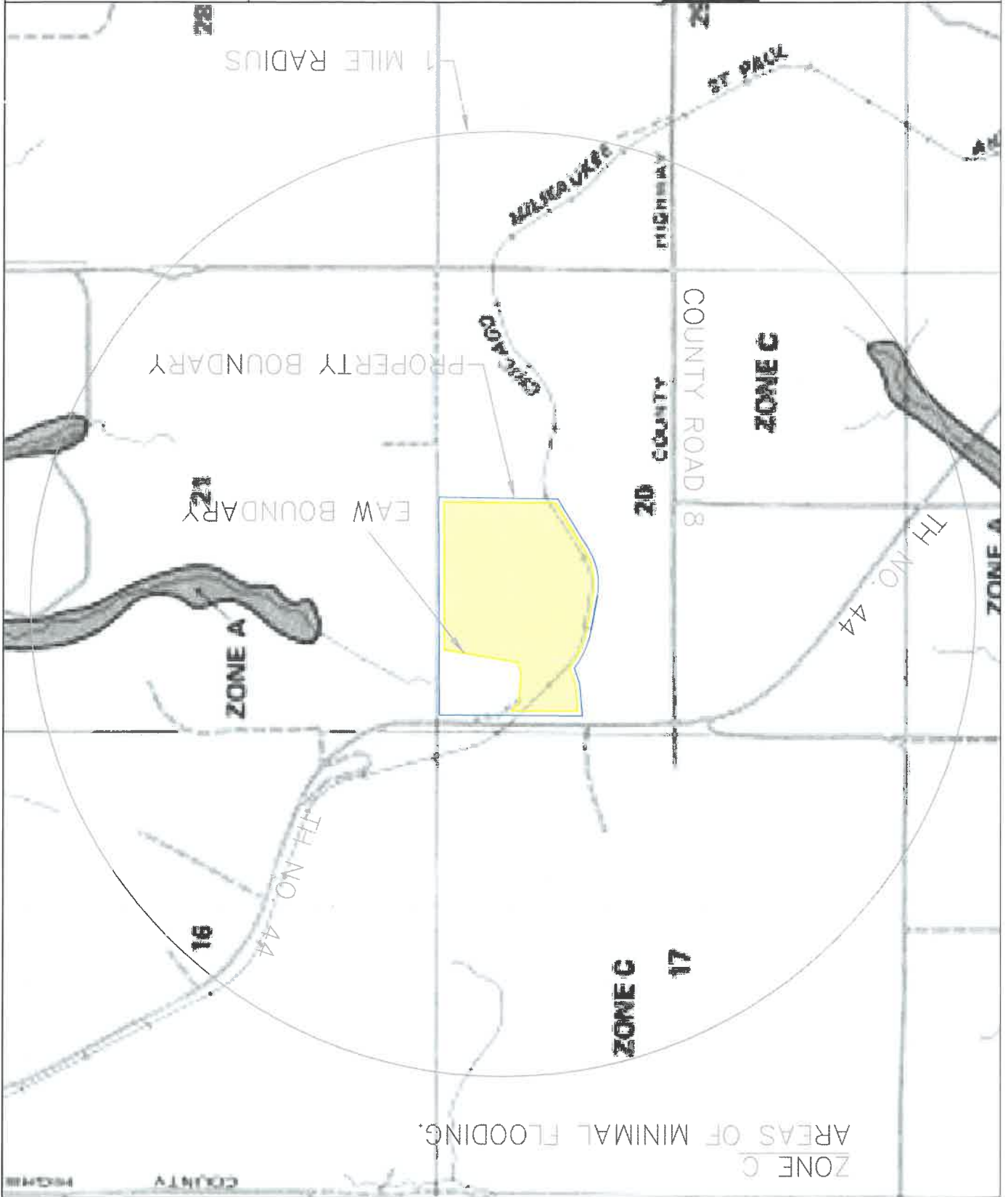
LAST REVISED: 2-9-2017

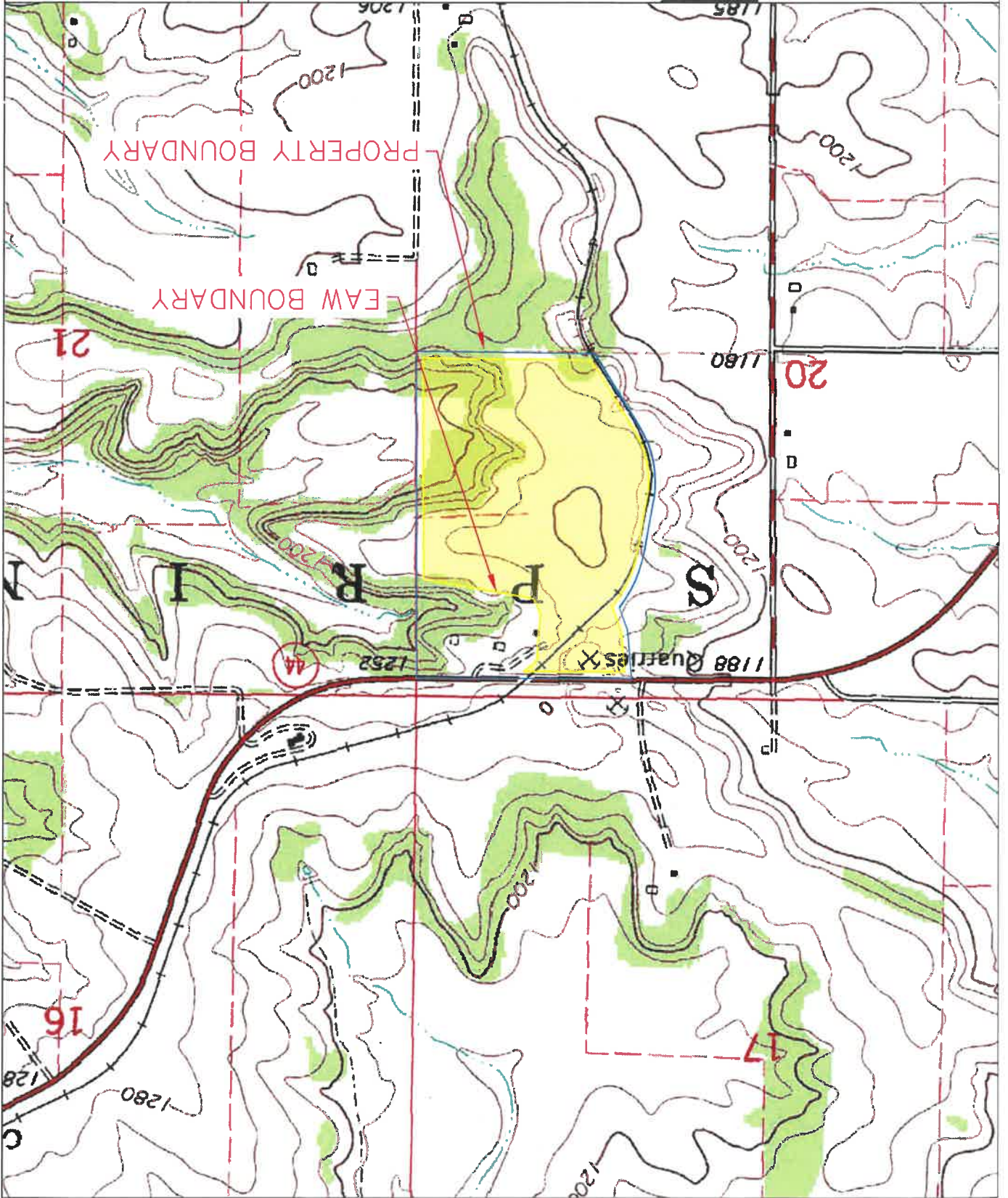
G-Cubed

ENGINEERING
SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.gcg.to

14070 Hwy 52 S.E.
Chattfield, MN 55923





LAST REVISED: 2-10-2017

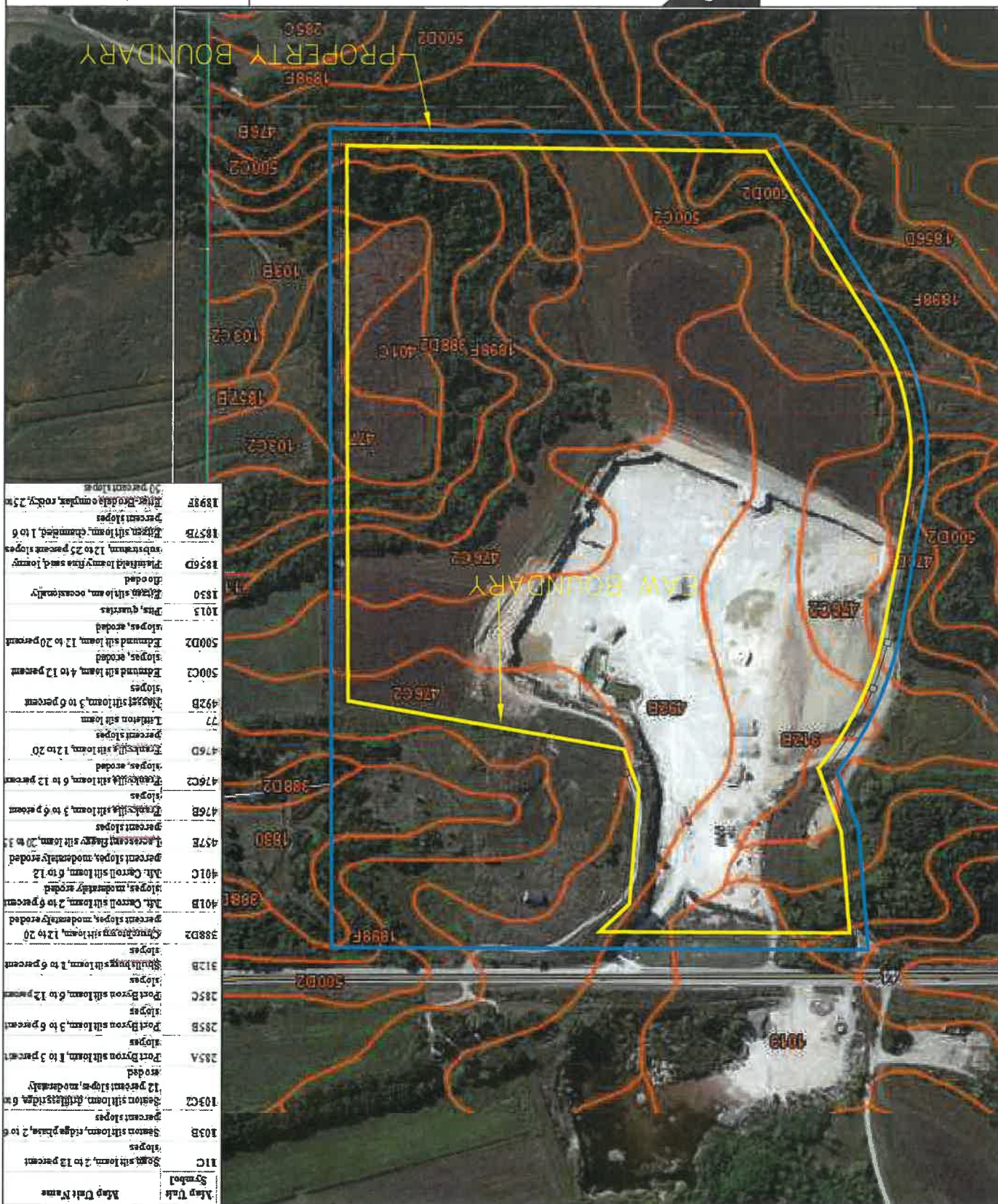
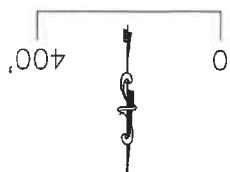
Figure 8

USDA SOILS MAP

G₃ G-Cubed

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Fax 507.867.1665
www.gcs.to

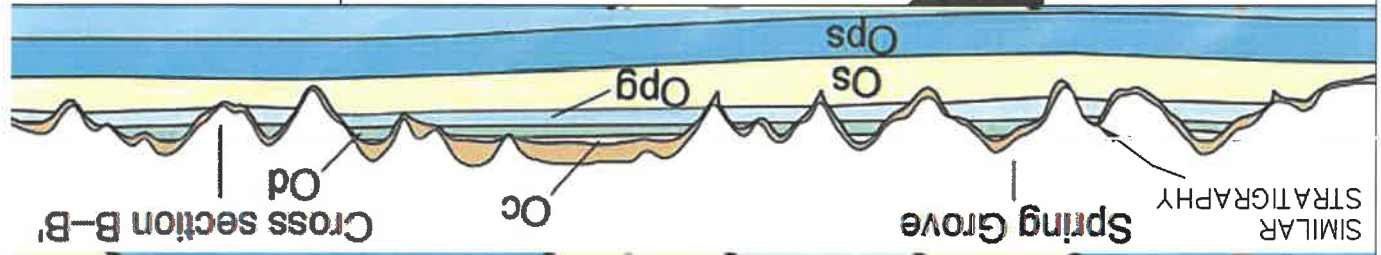
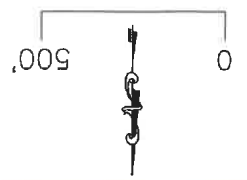
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Chatfield, MN 55523



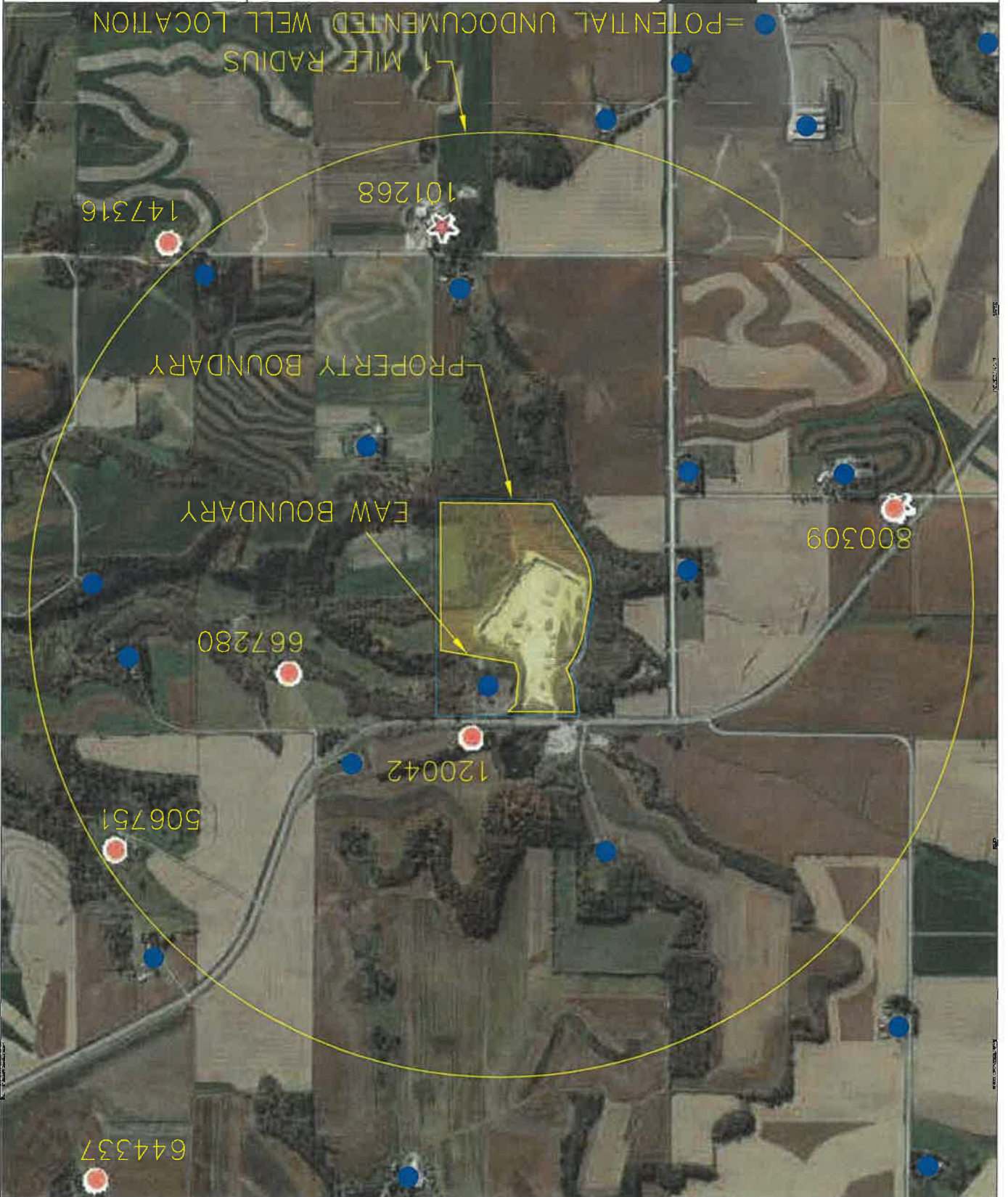
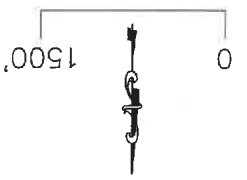
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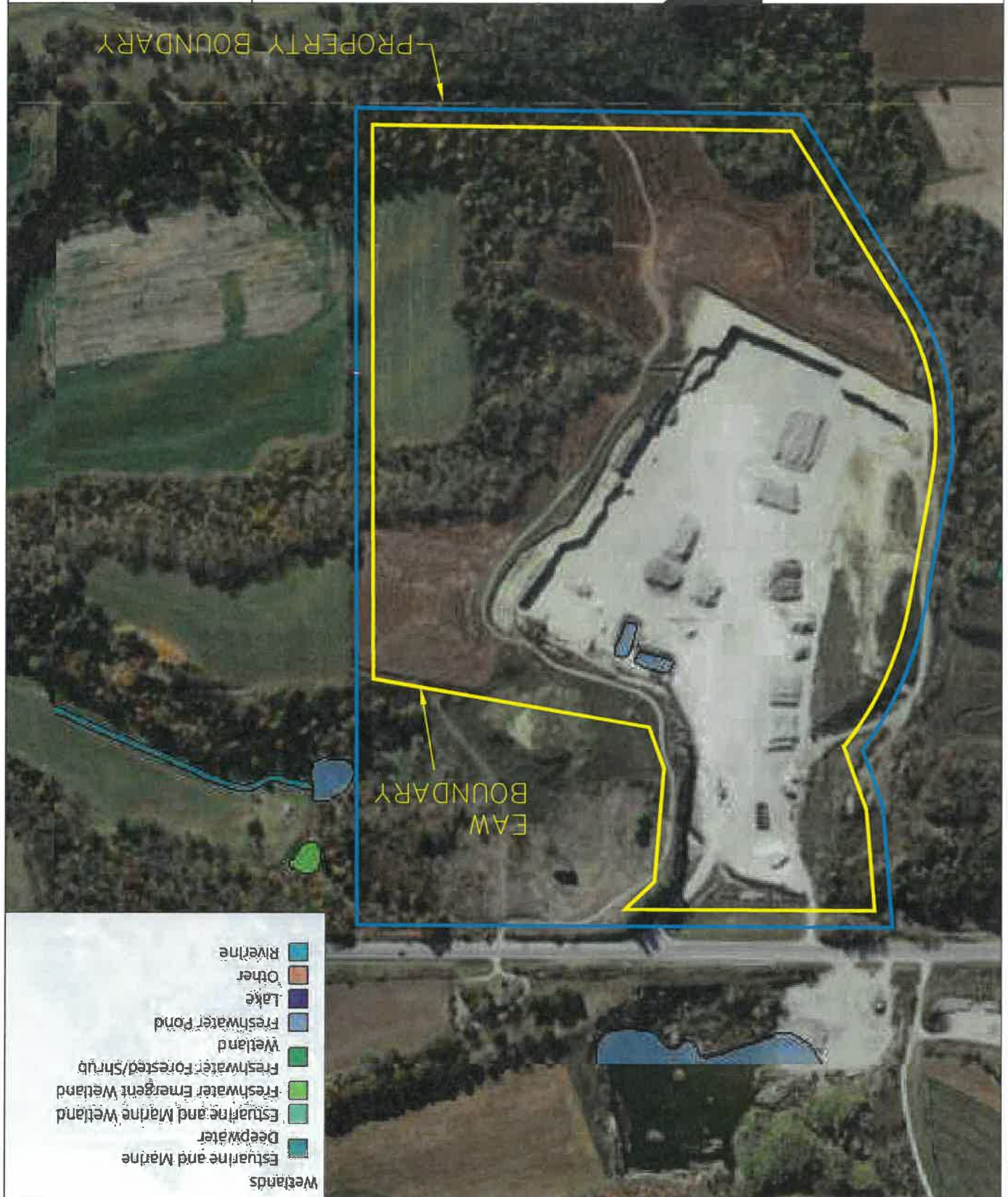
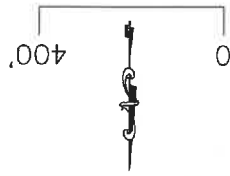
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Chattfield, MN 55923



- Oc** **Cumingsville Formation (Upper Ordovician)**—Limestone interbedded with shale. The limestone is yellowish-gray to yellowish-brown, shaly, fossiliferous, and fine-grained with thin and crinkly bedding. The shale is green to gray and calcareous. Exposures weather to a rounded profile because of the alternating shale beds. Unit forms ledges where it caps small plateaus in southwest Houston County. Thickness exceeds 80 feet (24 meters) locally.
- Od** **Decorah Shale (Upper Ordovician)**—Fossiliferous green-gray shale with thin interbeds of yellowish-gray fossiliferous limestone. Limestone beds are more abundant at the base. The maximum thickness ranges from 30 to 35 feet (9 to 11 meters).
- Opg** **Platteville and Glenwood Formations, undivided (Upper Ordovician)**—The Platteville Formation is fossiliferous, thin- to medium-bedded, light gray to tan, and fine-grained. It contains thin gray shale partings. Quarz sand grains and dark phosphatic clasts are present at the base. Unit forms ledges where it caps small plateaus in southwest Houston County. Maximum thickness ranges from 25 to 30 feet (8 to 9 meters). The Glenwood Formation is sandy, green-gray shale. It contains dark phosphatic grains throughout. Thin, fine- to coarse-grained, quartzose sandstone lenses are common. The maximum thickness ranges from 3 to 6 feet (1 to 2 meters).
- Os** **St. Peter Sandstone (Upper and Middle Ordovician)**—Mostly fine- to medium-grained, poorly cemented, white to orange, quartzose sandstone. Sand grains are moderately- to well-sorted and well-sorted. The sandstone is structureless, and less commonly, shows subtle cross stratification. The lower St. Peter Sandstone is more felspathic and shaly, but this part of the formation is not exposed in the region. There is an unconformity at the base of the formation. The uppermost surface is generally exposed along hill slopes that are capped by the Platteville and Glenwood Formations. The maximum thickness of the St. Peter Sandstone ranges from 70 to 90 feet (21 to 27 meters).





- Wetlands
- Estuarine and Marine
 - Deepwater
 - Estuarine and Marine Wetland
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub
 - Wetland
 - Freshwater Pond
 - Lake
 - Other
 - Riverine

WATERS MAP
MPCA

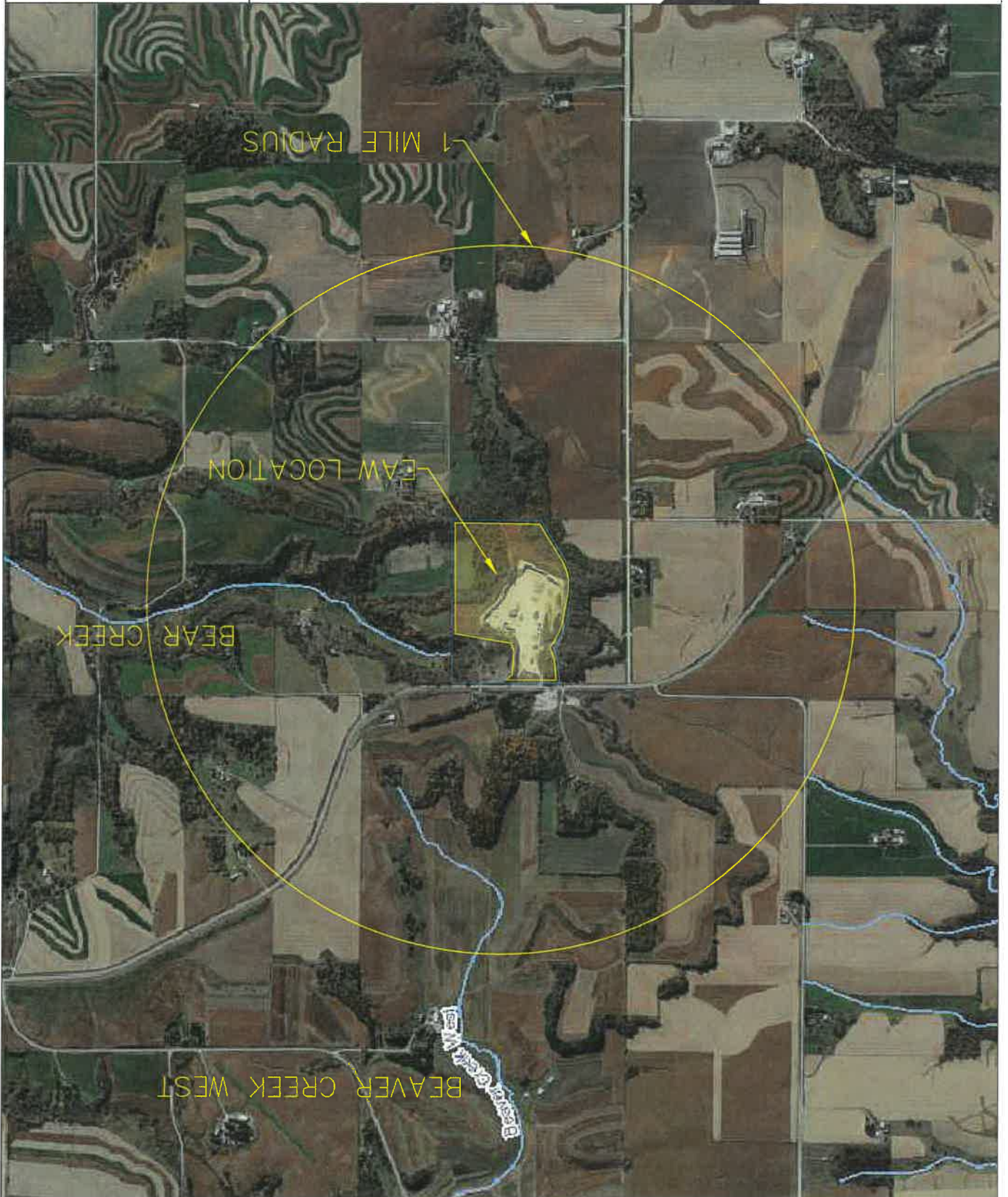
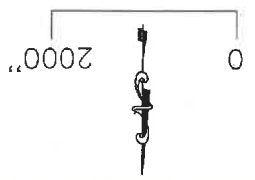
FIGURE 4

LAST REVISED: 2-9-2017

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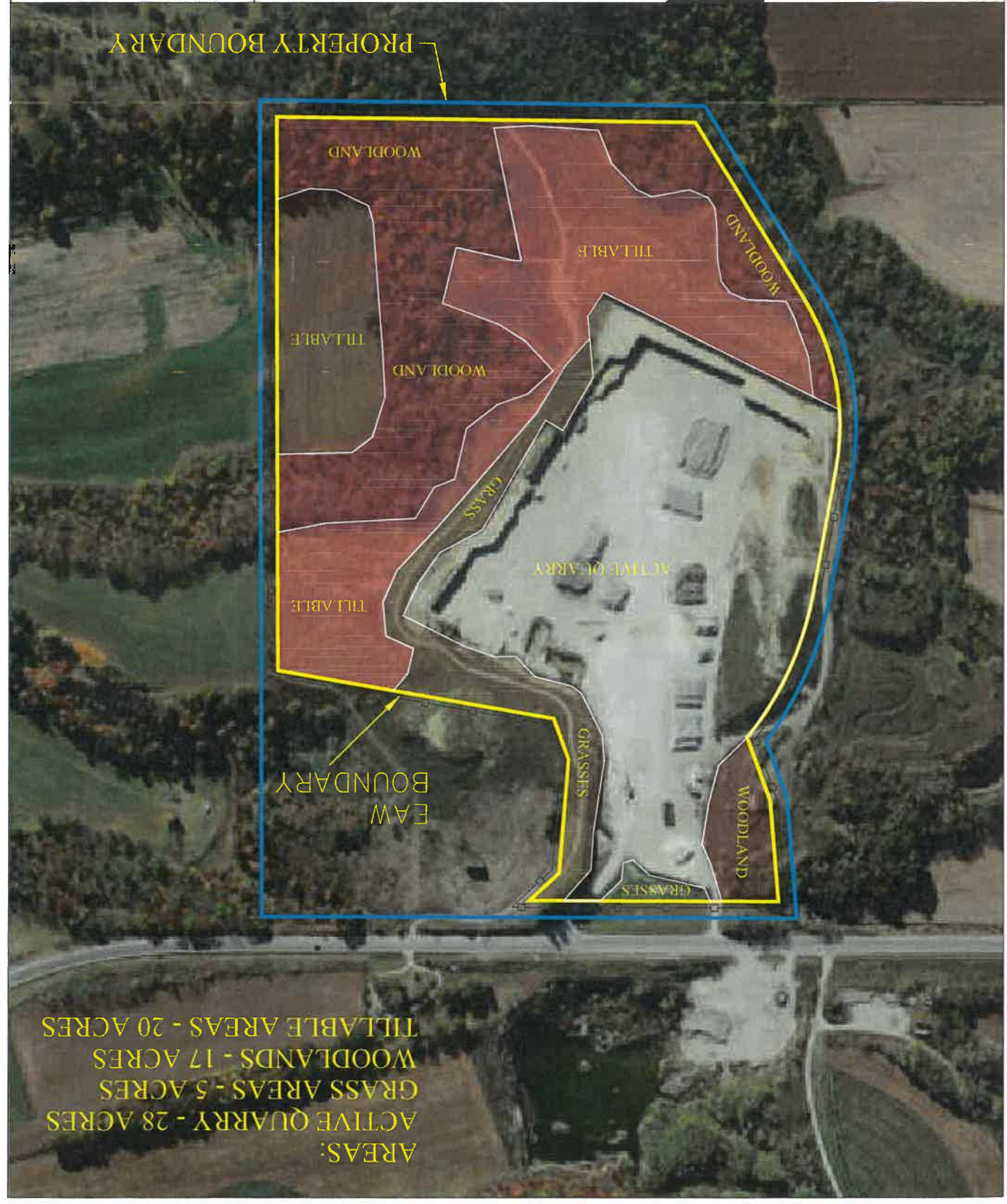
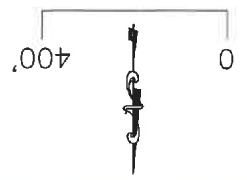
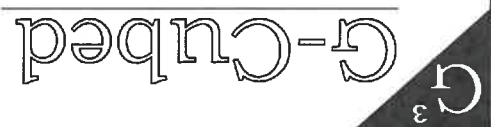
LAST REVISED: 2-10-2017

Figure 3

LAND COVER
BING MAPS

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AREAS:
ACTIVE QUARRY - 28 ACRES
GRASS AREAS - 5 ACRES
WOODLANDS - 17 ACRES
TILLABLE AREAS - 20 ACRES

PROPOSED EXPANSION

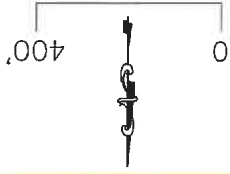
Figure 2

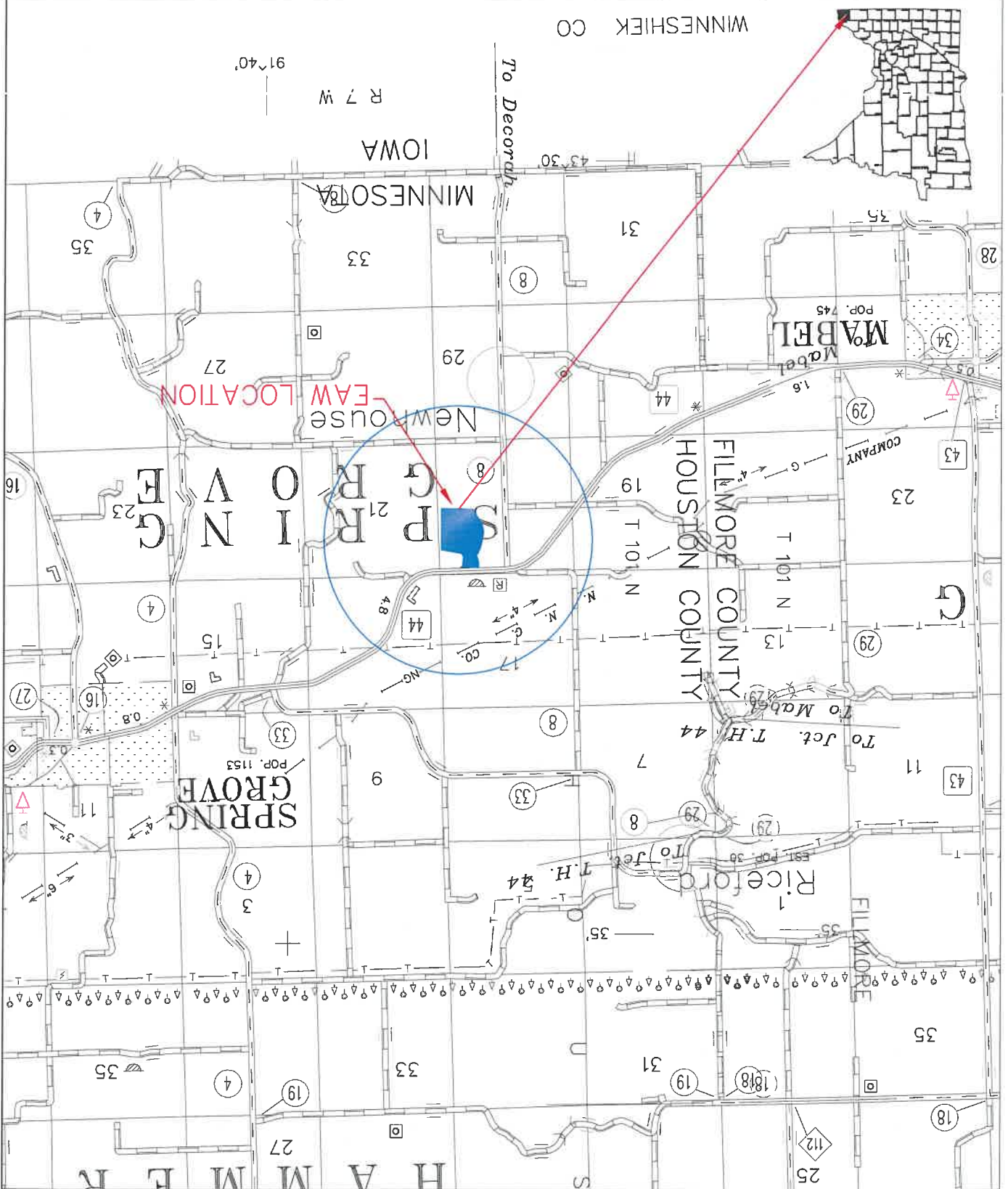
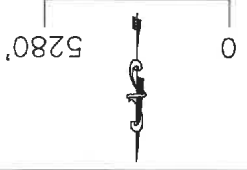
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OPERATIONS PLAN

Please provide information regarding your operations plan. Attach addition sheets if needed.		
Provide a statement of compliance with federal and state laws: The proposed project will comply with all applicable federal and state laws including MSHA, EPA, MPCA, and MINDNR.		
Provide a full and adequate description of all phases of the proposed operation, including a description of the material to be extracted, the estimated annual production, and the estimated lifespan of the mine: The primary operational activity will be the extraction of limestone for use in local road and building construction in Houston County. Excavation will start with the removal of topsoil that is on top of the limestone (overburden – approximately 15 feet deep). Once the limestone is exposed, holes will be drilled, loaded with explosives, and detonated. The resulting broken rock will be picked up by loaders and hauled to a rock crushing plant to be further crushed and sized into various stone products. The face of the quarry will grow as the quarry progresses further into the hillside. Based on the existing quarry, the maximum height of the face is unlikely to exceed 30 feet. Overburden will be used for the construction of berms surrounding the proposed quarry and stored for use in reclamation. The estimated annual production will depend on material demand but is estimated to be 120,000 tons per year. The lifespan of the mine will also depend on material demand but will likely be several decades.		
Describe the equipment to be used and the method of extraction: As noted above, once the limestone is exposed, holes will be drilled, loaded with explosives, and detonated. The resulting broken rock will be picked up by loaders and hauled to a rock crushing plant to be further crushed and sized into various stone products.		
Will fuel or chemicals be stored onsite?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Has a Spill Prevention Control Countermeasure (SPCC) plan been developed for the site? If yes, please attach. (SPCC not required)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe any explosive use planned, including record keeping practices and availability, pre-blast surveying, neighbor notification, peripheral monitoring, and flyrock prevention/cleanup: Blasting will be conducted by third party professionals who will comply with all applicable regulations. Neighbors who request notice will be notified 24 hours in advance.		
Describe overburden removal and management practices: Overburden excavation will be completed with the use of bulldozers, excavators, and/or scrapers and haul trucks. The excavated overburden will be used to create perimeter berms and/or stockpiled to be used for reclamation of the quarry.		
Estimated depth of overburden to be removed:	15 Feet	
Estimated quantity of overburden to be removed:	50,000 CY 5,000	
Describe processing and stockpiling practices: Rock will initially be broken up by a series of controlled detonations managed by a professional blasting company. The rock will then be processed by primary and secondary crushers utilizing a series of conveyors and screens to produce a variety of products. Finished product will be stockpiled on site using elevators, dump trucks, and/or loaders.		
Will flocculants be utilized to wash or clean materials?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
What is the maximum amount anticipated to be stockpiled at any one time?	125,000 Tons	
What is the anticipated annual amount to be sold or otherwise removed from the site?	120,000 Tons	
Will aggregate materials excavated elsewhere be stockpiled on site?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, what amount will be stockpiled?	30,000 Tons	
If yes, what is the anticipated annual throughput?	45,000 Tons	
Will aggregate materials excavated elsewhere be processed on site?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

DEEPEST ELEVATION WILL BE 1800'
 SETBACKS WILL BE ORANGE PAINTED FENCE POSTS FOR
 50' SETBACKS EVERY 900'

Describe haul routes, egress and ingress access points, turning lanes, and traffic control methods: Aggregate from the production site will be hauled onto County Road 44 through the use of the driveway that services the existing scale and scale shack. From there material will be hauled to customers. Appropriate signing should already be in place to warn the public of truck traffic. The crushed stone will be sold to local farmers and be used by local Townships and the County for maintenance and construction of County roads. Other sales may include state highway construction projects and crushed stone for private customers and contractors.		
Has the regulatory authority (state, county, or township) approved access points & turning lanes?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Estimated number of trips:		
	Avg. Day	45
	Peak Day	100
Describe tree and shrub removal: Trees and shrubs will be removed as the overburden is removed from the rock in preparation for production. Existing vegetation will not be disturbed in areas not actively engaged in production.		
Describe weed control practices: Disturbed areas will be seeded as necessary with native plant species to control erosion and reestablish ground cover to the greatest extent possible.		
Describe soil erosion prevention methods: Any stormwater runoff that falls on the site will be collected within the disturbed quarry area and not be discharged. Perimeter berms, rip rap, and silt fence will be used as necessary to minimize erosion and contain stormwater runoff within the quarry. A stormwater pollution prevention plan (SWPPP) will be prepared for the site as required by the MPCA. If any stormwater runoff escapes the site, samples will be taken and reported as required by the MPCA.		
Describe dust control methods: During the crushing process, some fugitive limestone dust is generated by the crushing equipment and is controlled by water spray bars and covering of dust generating transfer points. Fugitive dust from crushing operations is regulated by an MPCA air quality permit. Fugitive dust may also be generated on roads and traffic areas around the plant and stockpile areas which will be controlled by water truck spraying as needed.		
Describe noise control methods: When the portable crushing plants are in operation, noise is generated. The noise is controlled by berms and rock barriers within the quarry. The crushing plants typically operate during daylight hours unless a construction project requires extended operating hours. The typical location of the plants within the quarry should allow for mitigation of the noise levels to normal conversation levels at the property boundaries. Surrounding neighbors who request notice will be notified when blasting is scheduled to occur.		
Describe proposed screening techniques: Under normal operation, quarry operations should be hidden from view of public access areas by forest cover and topography of the site. The perimeter berms constructed with excavated overburden should provide additional screening.		
Describe days and hours of operation: Monday through Saturday 6:00 AM to 6:00 PM.		
Operations Plan comments:		

GAL TANK IS IN DIESEL FUEL STORAGE ~~AND~~ A CONTAINMENT STRUCTURE

Please provide an Operations Map showing the following:			
	Outline of maximum area to be excavated	Included	■ N/A □
	Vertical geological profile of area to be excavated	Included	■ N/A □
	excavated	Included	■ N/A □
	Buildings or structures	Included	■ N/A □
	Erosion control structures	Included	■ N/A □
	Water courses or drainage systems	Included	■ N/A □
20-40 C.Y. Feet	Material stockpiling sites including estimated height & volume	Included	■ N/A □
	Tailings stockpiling sites including estimated height & volume	Included	■ N/A □
	Overburden stockpiling sites including estimated height & volume	Included	■ N/A □
12 Feet C.Y. 40,000	Machinery storage	Included	□ N/A ■
	Egress and ingress access points	Included	■ N/A □
	Screening	Included	■ N/A □
	Parking areas	Included	■ N/A □

Operations Map



UNDERPASS QUARRY
TOPOGRAPHIC MAP
HOUSTON COUNTY
T101N R7W S20



UNDERPASS QUARRY
DRAINAGE MAP
HOUSTON COUNTY
T101N R7W S20

Reclamation Plan

Please provide information regarding your Reclamation Plan. Attach additional sheets if needed.		
What is the total cost of reclamation per acre? +/- \$20,000 to \$30,000 for entire site.		
Describe how the reclamation cost was calculated:		
Time and materials at today's rates.		
Define what will constitute termination of mining operations:		
When the mine has reached its outer boundary limits and/or all material is excavated from site.		
Define what will constitute abandonment of mining operations:		
Mining has ceased to be in production for a time period greater than 5 years.		
Describe the proposed post mining land use:		
Grasslands and wetlands for nature.		
Describe process for removal of structures erected in conjunction with the mining operation:		
Any structures will be tore down and removed from site.		
Describe how proposed post mining grading is in conformity with the surrounding landscape:		
Any overburden or materials left will be incorporated in forming the proposed berm and slopes.		
The proposed post mining grading does not result in slopes >18%?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
The plan provides a minimum of 3" of top soil?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
What is the total C.Y. of topsoil required for reclamation to achieve 3" coverage?		
C.Y.		
Will overburden be retained for reclamation?		
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
What is the total C.Y. of overburden available?		
22,320,38C.Y.		
Describe the proposed overburden stockpiling practices, if applicable:		
Overburden will be stripped and stockpiled on site. Silt fence and seeding may be required for any erosion control (as needed)		
Describe the proposed seeding and planting practices:		
Once overburden is used to create the proposed berm and slopes and, if any remains, spread out over the quarry floor, common seeding practices shall be used to seed and establish vegetation.		
Will reclamation be done in phases?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, describe the phasing process:		
Describe how successful reclamation will be determined:		
Once seeding has reached a 50% vegetative state (over any portion seeded) for at least one month during the normal growing season. After this, owner takes no more responsibility in vegetation growth.		
Is a reclamation surety provided?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, what type of surety, and in what amount?		
If yes, what is the expiration date of the surety, if any?		
Reclamation Plan comments:		

4/16 PERC

Reclamation

Map

Please provide a Reclamation Map showing the following:			
Final elevations at 5' intervals	Included	<input type="checkbox"/>	N/A
Location and species of vegetation	Included	<input type="checkbox"/>	N/A
Structures proposed to remain	Included	<input type="checkbox"/>	N/A
Water courses or drainage systems	Included	<input type="checkbox"/>	N/A
Reclamation Map comments:			

I certify that all statements made on this application are true and correct. I understand that all information is subject to verification. I understand that any falsification may be grounds for denial of a permit application or revocation of a permit. My signature authorizes Houston County to verify the above information, including taking photographs or video, and grants access to the purposed site for the purposes thereof.

Applicant: _____
 Name _____
 Signature _____
 Date _____

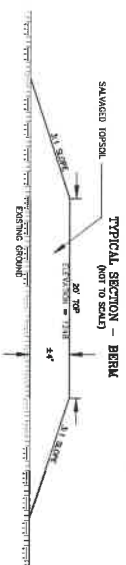
Application prepared by: Bradley Vrieze – G-Cubed Engineering and Surveying – Surveyor

 Signature

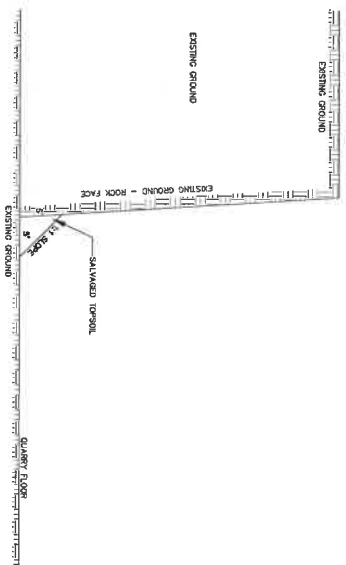
RECLAMATION PLAN



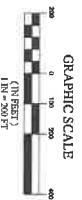
- LEGEND**
- MAJOR CONTOUR
 - MINOR CONTOUR
 - QUIP BOUNDARY
 - PROPERTY BOUNDARY
 - 1:1 SLOPE AREA
 - PROPOSED BERM



TYPICAL SECTION - SLOPES
(NOT TO SCALE)

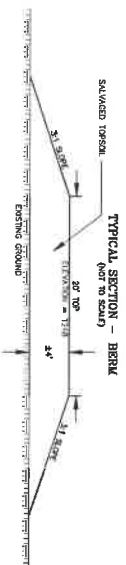


- NOTES**
1. Reclamation work shall commence within 90 days after the termination of the mining operation and or expiration of the permit.
 2. Topsoil shall be removed and stored in a separate area for future use.
 3. Salvaged topsoil must be used to create the proposed berm, located at the north side of the quarry. See typical section - berm.
 4. If any salvaged topsoil remains after notes 2 & 3 are accomplished, said salvaged topsoil shall be spread across the quarry floor at a minimum thickness of 6" until it is used up.
 5. The perimeter fence shall be seeded with bluestem native 250 at 54.5 lb/acre or an approved equivalent.
 6. The perimeter fence (if any) shall remain in place.

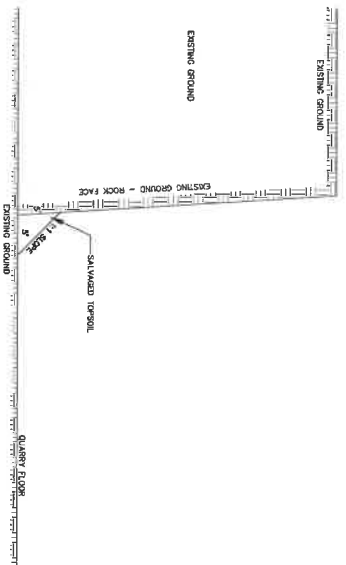
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ENGINEERING
SUPERVISING
PLANNING
AN DESIGN
INC. 200-231-3122
14070 Hwy 52 S.E.
Chanhassen, MN 55923

DATE OF REPORT: 11/17/93
CLIENT: ROYALDA
PROJECT: PO BOX 342
SPRING CROVE, MN 55977



TYPICAL SECTION - SLOPES
(NOT TO SCALE)



NOTES:

1. Two dams and remove any structures from mining operations of site.
2. Damaged topsoil must be used to create the proposed berm, located at the north side of the quarry. See typical section - berm.
3. If any damaged topsoil remains after reclamation, it must be stored in a berm - 100 ft. long, 10 ft. high, and 10 ft. wide.
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100. The post-tension (if any) and mesh pipes.

THESE WILL BE A ROCK FACE ON THE SETBACKS SO WATER WILL NOT FLOW FROM QUARRY FLOOD TO THE NEIGHBORS.

Business Record Details »

Minnesota Business Name
J & C FARMS, INC.

Business Type
Business Corporation (Domestic)

MN Statute
302A

File Number
4J-299

Home Jurisdiction
Minnesota

Filing Date
05/17/1983

Status
Active / In Good Standing

Renewal Due Date
12/31/2020

Registered Office Address
103 2nd Ave SE PO Box 254
Spring Grove, MN 55974
USA

Number of Shares
\$1,000

Registered Agent(s)
(Optional) Currently No Agent

Chief Executive Officer
Curtis Roverud
103 2nd Ave SE
Spring Grove, MN 55974
USA

Principal Executive Office Address
103 2nd Ave SE
Spring Grove, MN 55974
USA

Filing History

Filing History

Select the item(s) you would like to order:

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	05/17/1983	Original Filing - Business Corporation (Domestic)	
	05/17/1983	Business Corporation (Domestic) Business Name (Business Name: J & C FARMS, INC.)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	05/10/2002	Consent to Use of Name - Business Corporation (Domestic)	
<input type="checkbox"/>	2/25/2013	Administrative Dissolution - Business Corporation (Domestic)	
	2/26/2014	Administrative Dissolution Name Hold Release - Business Corporation (Domestic)	
<input type="checkbox"/>	4/7/2015	Annual Reinstatement - Business Corporation (Domestic)	

Aaron Lacher

From: Curt Roverud <curtroverud@gmail.com>
Sent: Friday, December 20, 2019 1:41 PM
To: Aaron Lacher
Subject: Re: Conditional Use Application submitted for 103 2nd Ave.S.E., 27, J&C FARMS INC, Spring Grove Township

Hi Aaron, The fuel tanks at the Underpass Quarry 1-1000 Gal. Double wall tank and 1-500 Gal tank in a concrete containment structure. Let me know if you received this Thanks Curt

On Thu, Dec 19, 2019 at 4:32 PM <Aaron.Lacher@co.houston.mn.us> wrote:
An application for a Conditional Use in Spring Grove Township has been submitted.

Applicant name: J&C FARMS INC
Applicant phone number: 5074983238
Applicant Address: 103 2nd Ave.S.E., 27
Requested Conditional Use: amend the current CUP number 284

The applicant indicated that they have contacted the Township representative to discuss this project.

The Spring Grove Township contact is: Mike Wiste
Phone number: 507-498-5618

After reviewing the application and discussing the application with the applicant, the Township may provide comments to the County. If the township wishes to comment on this application, please reply to this email.

Number: [2019-CUP-54754](#)
Project: Conditional Use Request
Description: J&C FARMS INC | 130255001 |
Created On: 12/11/2019

[View this application](#)

Aaron Lacher

From: Schnell, Tracy (DOT) <tracy.schnell@state.mn.us>
Sent: Wednesday, January 15, 2020 1:17 PM
To: Aaron Lacher
Cc: Schnell, Tracy (DOT); Lukes, Heather A (DOT)
Subject: CUP J & C Farms, INC

This proposal appears to have no significant impact on MnDOT roadways and is acceptable to MnDOT.

Applicant: J&C FARMS INC:

Parcel ID: 130255001

The purpose of the hearing is to consider a request for: amend the current CUP number 284

Thanks,

Tracy Schnell

Senior Planner | District 6

Minnesota Department of Transportation

2900 48th Street NW

Rochester, MN 55901

O: 507-286-7599

mndot.gov/



Aaron Lacher

From: Brian Pogodzinski
Sent: Tuesday, January 7, 2020 8:00 AM
To: Aaron Lacher
Subject: RE: Conditional Use Notice for Public Hearing

Aaron,

This quarry is one of the most active quarries in the county, and a key quarry location for setting up asphalt or concrete plants when the county or state have projects in SW Houston County or SE Fillmore County. Aggregate is also provided to several townships out of this quarry on an annual basis.

Brian K. Pogodzinski, P.E.
Houston County Engineer

From: aaron.lacher@co.houston.mn.us <aaron.lacher@co.houston.mn.us>
Sent: Monday, January 6, 2020 3:36 PM
To: Brian Pogodzinski <Brian.Pogodzinski@co.houston.mn.us>
Subject: Conditional Use Notice for Public Hearing

Notice of Public Hearing. A hearing on a Conditional Use request will be held at 7:00 PM on 1/30/2020 at the Houston County Courthouse.

Applicant: J&C FARMS INC:
Parcel ID: 130255001

The purpose of the hearing is to consider a request for: amend the current CUP number 284

If you have questions or wish to provide comments regarding this request, please respond to this email.

Aaron Lacher

Number: [2019-CUP-54754](#)
Project: Conditional Use Request
Description: J&C FARMS INC | 130255001 |
Created On: 12/11/2019

[View this application](#)

Aaron Lacher

From: Fadness, Ronald D <rdf@brueningrock.com>
Sent: Friday, January 17, 2020 11:42 AM
To: Aaron Lacher
Cc: timrhm@acegroup.cc
Subject: Support for Requested CUP Amendment

Please be advised that Bruening Rock Products, Inc. and G & K Development, L.C. hereby register their support for the requested amendment to CUP #284, as requested by J & C Farms.

Ronald D. Fadness
General Counsel
The Bruening Companies
P.O. Box 127
900 Montgomery Street
Decorah, IA 52101
(563) 382-2933

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Curt Roverud – J & C Farms DATE: January 30, 2020

C.U.P. REQUESTED: Amend Conditional Use Permit #284 for Mineral Extraction in an Ag 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 Comprehensive Plan outlines various goals surrounding transportation, residential development, and agriculture. The materials produced by the quarry contribute to the achievement of these goals.

Bob Burns – Yes, Agrees with SA, meets comp plan, need good roads to improve transportation.

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes, Agrees with Bob B. analysis.

Edward Hammell – Yes

Rich Schild – Yes, Good spot, meets comp plan.

James Wieser – Yes

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

Staff Analysis: The materials produced by the quarry are needed for a variety of purposes. Comments were received from Houston County DOT emphasizing that this is one of the most active quarries in the County, and a commonly used location for asphalt and concrete plants during county or state highway projects.

Bob Burns – Yes, This is going to create additional reserves for quarry, so it can remain active.

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes, Agrees with SA.

Edward Hammell – Yes, Active mine, need to keep it going.

Rich Schild – Yes

James Wieser – Yes, Agrees with SA.

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

Staff Analysis: There are no water features located on the area to be covered by this permit. There are two man-made ponds within the quarry site to the north. Stormwater is contained within the quarry floor. Runoff from adjacent agricultural fields will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

Bob Burns – Yes, Water from quarry drains to north.

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes
Edward Hammell – Yes, Well run operation.
Rich Schild – Yes, Agrees with SA.
James Wieser – Yes

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

Staff Analysis: All stormwater is contained within the quarry floor.

Bob Burns – Yes
Bob Conway – Yes, Overflow is to north.
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes, Agrees with SA.
James Wieser – Yes, Agrees with SA.

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

Staff Analysis: The site contains limestone (Decorah Shale & Platteville) suitable for processing into stone products. The limestone is overlaid with approximately 15' of overburden, primarily silt loams.

Bob Burns – Yes
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes, Good use of available limestone.

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Fuel and lubricants within internal machinery tanks may be present onsite. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction.

Bob Burns – Yes
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes, This proposal doesn't not include gas or diesel storage.

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

Staff Analysis: The site is accessed via State 44. An average of 28-45 trips per day is estimated. All other necessary facilities are currently in place.

Bob Burns – Yes, Agrees with SA.
Bob Conway – Yes

Wayne Feldmeier – Yes, Agrees with SA.
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – 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.

Staff Analysis: The quarry is operated with four employees. The existing quarry floor provides ample space for employee parking, as well as truck loading.

Bob Burns – Yes, Agrees with SA, existing quarry size has adequate space to move around.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes

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

Staff Analysis: An average of 28-45 trips per day is estimated. MNDOT indicated that the proposal is not anticipated to have significant impacts on state roadways.

Bob Burns – Yes
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes, Agrees with SA.
Rich Schild – Yes
James Wieser – Yes, Similar to previous finding.

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: Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. The area is sparsely populated. The closest residence is approximately 1,100 feet from the quarry boundary to the west. The next closest residence is 1,400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. Residences within close proximity will be notified before blasting occurs. Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment.

Bob Burns – Yes, There are closer houses that should be monitored.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes

Rich Schild – Yes
James Wieser – Yes, Agrees with SA.

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 predominant uses in the area consist of agricultural activities and forested areas. Looking at the area within approximately 1 mile of the site, the predominant land covers in 2018 were grass/pasture (32%), corn (28%), deciduous forest (17%), and soybeans (13%) (Figure 4). Developed areas comprise approximately 6% of the area within a 1 mile radius of the quarry. Given present uses, the proposal is not anticipated to be an impediment to current or future uses.

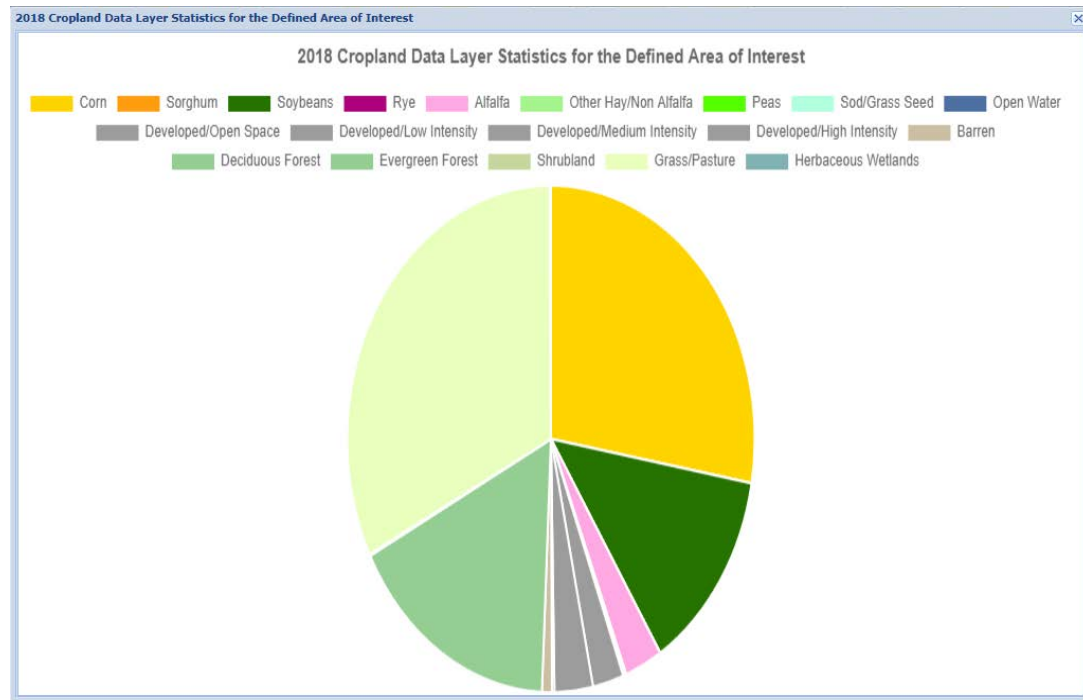


Figure 1 2018 Land Uses

The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bound by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There are thirteen dwellings located on parcels within a half mile radius of the quarry.

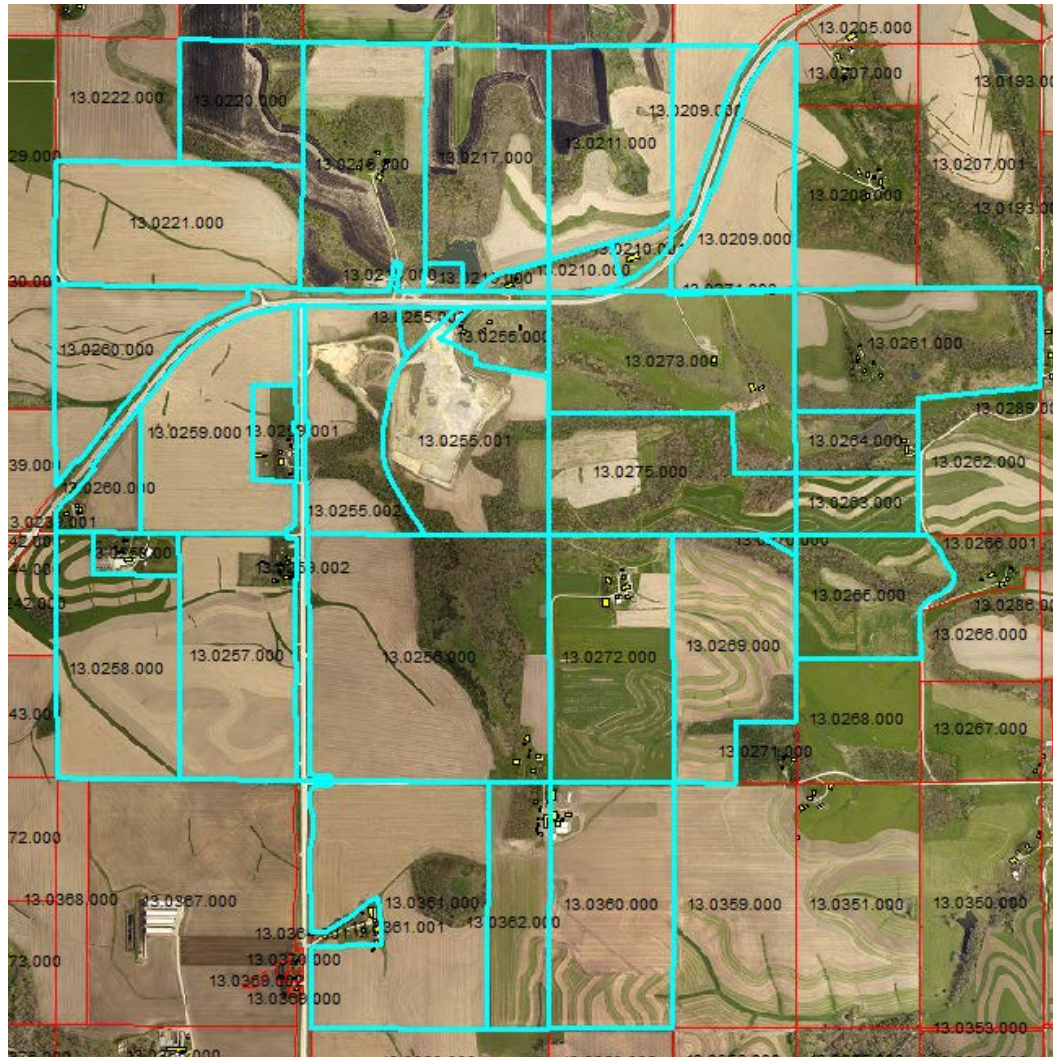


Figure 2 Parcels within 1/2 Mile

Bob Burns – Yes

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes

Edward Hammell – Yes, Agrees with SA, Existing quarry and staying the same.

Rich Schild – Yes, Agrees with SA, Expansion is an orderly development for area.

James 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: Noise is regulated by Minnesota Administrative Rules Chapter 7030, Noise Pollution Control (MN Rules 7030) for Class 3 noise areas (agricultural and related activities) that prescribes standards for day and night that are consistent with speech, sleep, annoyance and hearing conservation requirements on nearby properties. The maximum allowable noise levels for this activity, per MN Rules 7030, would be measured at the property line and would need to be less than:

- Daytime and nighttime: L10 (10% of the time in a one hour survey) = 80 dB
- Daytime and nighttime: L50 (50% of the time in a one hour survey) = 75 dB

Limestone excavated out of the quarry is not easily airborne and the dust particles created are not easily suspended in the air for prolonged periods. Therefore, the dust from the quarry is expected to be confined to the property limits. Dust suppressants such as misting around equipment, enclosed equipment, watering or treatments of the haul roads, covered truck loads, clean-up of spilled material, and limiting the exposed working face are primary tools that the applicant has identified for minimizing dust, and can be expected to be utilized as needed.

Bob Burns – Yes, Agrees with SA.

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes

Edward Hammell – Yes

Rich Schild – Yes, Agrees with SA.

James Wieser – Yes

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: NA

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: The quarry has expanded at a rate of approximately 1.5 acres annually under its current operation. It is expected that this rate of growth is more rapid than a typical quarry in the County. In part the intensity of use at the quarry is driven by State and County DOT projects. The rate of quarrying is not regulated under Ordinance—the reference to mineral extraction in the Agricultural District refers to Section 27, Mineral Extraction. Section 27 provides that mineral extraction be done in accordance to the Comprehensive Plan, which, as stated in Finding #1, outlines several goals that are dependent on a supply of aggregate materials. Thus, the intensity of use is characteristic of the Agricultural District.

Bob Burns – Yes

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes, Agrees with SA.

Edward Hammell – Yes

Rich Schild – Yes

James Wieser – 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.

Staff Analysis: The applicant has completed an EAW, which incorporated a multi-agency review. The site has operated under a past permit since 2008, and at different times prior to that, with no known impacts to the public's health, safety, morals, and general welfare. The current proposal is not significantly different from past practices.

Bob Burns – Yes

Bob Conway – Yes

Larry Hafner – Yes

Wayne Feldmeier – Yes

Edward Hammell – Yes, EAW done and approved.

Rich Schild – Yes
James Wieser – Yes, Agrees with SA.

Jim Wieser made a motion to accept the findings as presented. Rich Schild seconded. Motion carried.

Bob Burns made the motion to recommend the Houston County Board approve the Conditional Use application to amend Conditional Use Permit #284 for Mineral Extraction in an Agricultural District with the following conditions:

1. This amendment only becomes valid if and when conditional use application #2019-CUP-54902 is approved.
2. The Permittee shall comply with all federal, state, and local laws and regulations;
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A Map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
 - g. Final reclamation shall meet the County zoning ordinance standards after mining operations cease.
5. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.

6. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50', except the southern property line setback shall be 100 feet.
7. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
8. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a third party to place and monitor seismographs, and make the information collected available to said property owners. At least one seismograph measurement shall be recorded for each blast at one of the participating properties, or, if permission from neighboring property owners is not granted, on a location on the Permittee's property to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and impacts on neighboring properties must be within the limits of applicable regulations.
9. Hours of operation shall be limited to the following: Weekdays: 6:00 AM – 8:00 PM Saturdays: 8:00 AM – 3:00 PM Sundays: Closed Holidays*: Closed. *Holidays shall mean holidays observed by Houston County Limits to hours of operation may be suspended by Houston County.
10. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

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

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Curt Roverud – J & C Farms DATE: January 30, 2020

C.U.P. REQUESTED: Mineral Extraction in an Ag 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 Comprehensive Plan outlines various goals surrounding transportation, residential development, and agriculture. The materials produced by the quarry contribute to the achievement of these goals.

Bob Burns – Yes, Agrees with SA.

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes

Edward Hammell – Yes

Rich Schild – Yes

James Wieser – Yes

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

Staff Analysis: The materials produced by the quarry are needed for a variety of purposes. Comments were received from Houston County DOT emphasizing that this is one of the most active quarries in the County, and a commonly used location for asphalt and concrete plants during county or state highway projects. The area covered by this request is needed for processing, stockpiling, and loading.

Bob Burns – Yes

Bob Conway – Yes

Wayne Feldmeier – Yes

Larry Hafner – Yes, Agrees with SA.

Edward Hammell – Yes

Rich Schild – Yes

James Wieser – Yes, Agrees with SA.

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

Staff Analysis: There are no water features located on the area to be covered by this permit. There are two man-made ponds within the quarry site to the north. Stormwater is contained within the quarry floor. Runoff from adjacent agricultural fields will not be permitted to flow into the quarry. No chemical storage is proposed beyond gasoline/diesel fuel.

Bob Burns – Yes

Bob Conway – Yes

Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes

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

Staff Analysis: All stormwater is contained within the quarry floor.

Bob Burns – Yes, Overflow will be to the north.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes

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

Staff Analysis: The site contains limestone (Decorah Shale & Platteville) suitable for processing into stone products. Approximately 15' of overburden, primarily silt loams, has been removed, leaving a limestone surface that is suitable for processing, stockpiling, and loading.

Bob Burns – Yes
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes, Agrees with SA, Overburden will be used for berms.
James Wieser – Yes

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

Staff Analysis: No hazardous materials except gasoline and diesel fuel will be stored onsite. Fuel and lubricants within internal machinery tanks may be present onsite, and two storage tanks are proposed. Portable toilets will be utilized and serviced by licensed companies. Licensed blasting contractors will be utilized and will follow standard operating procedures to reduce dust control that includes reducing the size of the charge, time and sequence of blasts and monitoring the wind speed and direction. Dust control measures are proposed as needed.

Bob Burns – Yes, Agrees with SA and Jim.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA and Jim.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes, Storage tanks are contained as to code.

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

Staff Analysis: The site is accessed via State 44. An average of 28-45 trips per day is estimated. All other necessary facilities are currently in place.

Bob Burns – Yes
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes, Ample areas to park.
James Wieser – 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.

Staff Analysis: The quarry is operated with four employees. The existing quarry floor provides ample space for employee parking, as well as truck loading.

Bob Burns – Yes, Agrees with SA.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes

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

Staff Analysis: An average of 28-45 trips per day is estimated. MNDOT indicated that the proposal is not anticipated to have significant impacts on state roadways.

Bob Burns – Yes, Truck hauling projects typically use signage.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – 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.

Staff Analysis: Noise will be emitted by earth moving equipment and other quarry operations during their established hours of operation. Heavy equipment noise, including back-up beepers, may be noticeable at the site and on adjacent properties. The area is sparsely populated. The closest residence is approximately 1,100 feet from the quarry boundary to the west. The next closest residence is 1,400 feet to the southeast. The topography of the working face, operational area, wind speed and direction will influence the noise for receptors in the area.

When blasting, the owner and operator will retain professional and licensed blasting contractors who operate in accordance with all federal, state and county regulations. Residences within close proximity will be notified before blasting occurs. Two houses at a distance of approximately 2000 and 2640 feet from previous blasts were recorded and showed no reading from seismic graph equipment.

Bob Burns – Yes, This is CUP area #1, will have minimal blasting.
Bob Conway – Yes
Wayne Feldmeier – Yes

Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – 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.

Staff Analysis: The predominant uses in the area consist of agricultural activities and forested areas. Looking at the area within approximately 1 mile of the site, the predominant land covers in 2018 were grass/pasture (32%), corn (28%), deciduous forest (17%), and soybeans (13%) (Figure 3). Developed areas comprise approximately 6% of the area within a 1 mile radius of the quarry. Given present uses, the proposal is not anticipated to be an impediment to current or future uses.

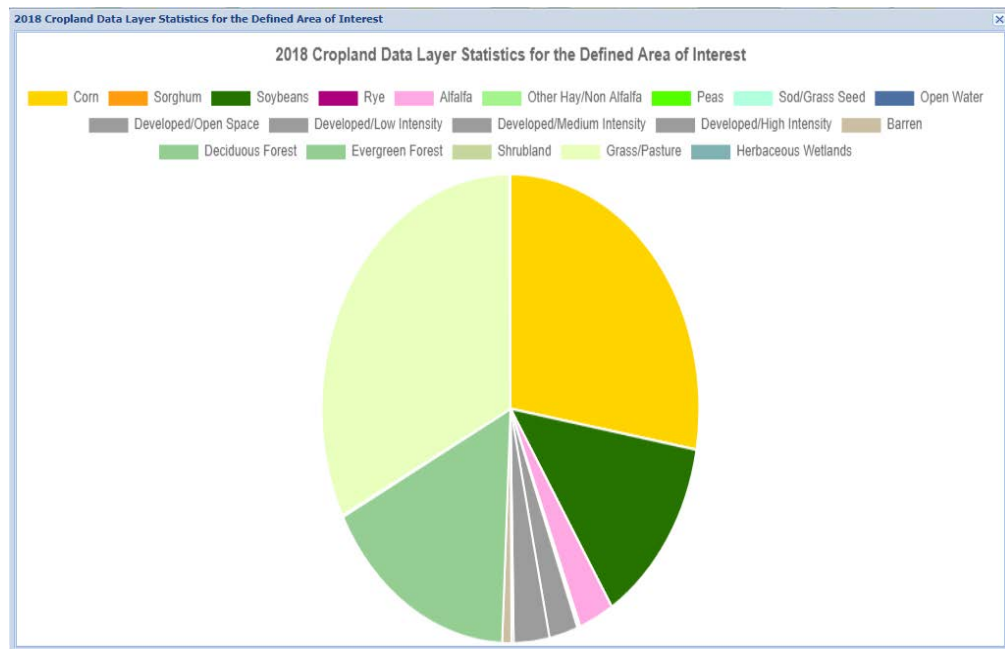


Figure 1 2018 Land Uses

The site is located between Spring Grove and Mabel on Highway 44. Spring Grove is three miles to the northeast and Mabel four miles to the southwest. The property is bound by wooded forest with agricultural crop lands beyond the woodland. To the east of the access roads on the north side of the quarry is an abandoned building from the old farmstead. The closest residential building site is located approximately 1200 feet to the quarry's west boundary. There are thirteen dwellings located on parcels within a half mile radius of the quarry.

Wayne Feldmeier – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
Rich Schild – Yes, Agrees with SA, hours of operation will help noise.
James Wieser – Yes

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: NA

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: The quarry has expanded at a rate of approximately 1.5 acres annually under its current operation. It is expected that this rate of growth is more rapid than a typical quarry in the County. In part the intensity of use at the quarry is driven by State and County DOT projects. The rate of quarrying is not regulated under Ordinance—the reference to mineral extraction in the Agricultural District refers to Section 27, Mineral Extraction. Section 27 provides that mineral extraction be done in accordance to the Comprehensive Plan, which, as stated in Finding #1, outlines several goals that are dependent on a supply of aggregate materials. Thus, the intensity of use is characteristic of the Agricultural District.

Bob Burns – Yes, Agrees with SA.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes, Proposal consistent with past performance.

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: The applicant has completed an EAW, which incorporated a multi-agency review. The site has operated under a past permit since 2008, and at different times prior to that, with no know impacts to the public's health, safety, morals, and general welfare. The current proposal is not significantly different from past practices.

Bob Burns – Yes, Agrees with SA, EAW went through multiple agencies.
Bob Conway – Yes
Wayne Feldmeier – Yes
Larry Hafner – Yes
Edward Hammell – Yes
Rich Schild – Yes
James Wieser – Yes

Larry Hafner made a motion to accept the findings as presented. Bob Conway seconded. Motion carried.

Bob Conway made the motion to recommend the Houston County Board approve the Conditional Use application to do mineral extraction in an agricultural district with the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. When requested by the County, but not more than once in any year, the Permittee shall submit a reclamation report which includes the following information:
 - a. Name and mailing address of operator;
 - b. The name, telephone number, cellular number, and email address of the person to be contacted regarding mine operation;
 - c. A map or maps that accurately show and label:
 - i. Total acreage of the mine area;
 - ii. The acreage of the mine area currently disturbed by mining operations and not yet reclaimed;
 - iii. The acreage of any portion of the mine area presently undergoing the process of reclamation;
 - iv. The total acreage of reclaimed land;
 - d. A statement of progress of mining operations since the County approved the reclamation plan or since the last submitted report, whichever is later.
 - e. A statement of mining operations and reclamation activities expected to occur in the next 12 months, including updated cost estimates for the cost of reclamation of currently disturbed areas and areas anticipated to be disturbed in the next 12 months.
 - f. A certification signed by the operator that information provided is true and accurate.
 - g. Final reclamation shall meet the County zoning ordinance standards after mining operation ceases.
4. A financial assurance shall be filed with the County Treasurer in an amount not less than \$15,000.
 - a. Financial Assurance Requirements.
 - i. Financial Assurance shall be in the form of bond, cash deposits, irrevocable letters of credit or other security, in such form and sum as the County Board may require covering the cost of reclamation of the property.
 - ii. Bonds shall be issued by a surety company licensed to do business in the State of Minnesota.
 - iii. Each bond shall provide that the bond shall not be canceled by the surety, except after not less than 90 days' notice to the Zoning Office, in writing, by registered or certified mail. Not less than 30 days prior to the expiration of the 90 day notice of cancellation, the operator must deliver a replacement bond or approved alternate financial assurance in absence of which all nonmetallic mining shall cease, and the county will begin actions to call in the bond.
 - iv. The bond shall be payable to "Houston County, Minnesota".
 - v. Bonds must be for all areas that have been disturbed or are proposed to be disturbed within 12 months where reclamation has not been certified by the County. Bonds may be for stages of phases of a site, but in no instance shall the bond be for an area less than 4 acres. Disturbances related to nonmetallic mining shall be limited to the areas which have bonds approved for them.
5. The mine perimeter shall be surveyed and applicable setbacks shall be marked on the ground with posts such that each post is visible from each adjacent post. Property line setbacks shall be 50', except the southern property line setback shall be 100 feet.
6. The Permittee shall maintain a list of owners of property within 3000' of the site, as measured from the approved mine boundaries, who wish to be notified in advance of blasting. The Permittee shall contact all owners of property within 3000' of the mine site and inquire whether they wish to be included on the list; notice will be provided to those who do 24 hours in advance of blasting.
7. Seismograph(s) shall be used to monitor the effects of blasting on neighboring properties. The Permittee shall notify the owners of buildings located within one half mile of the mine site of the option of having a seismograph periodically located on their property; the Permittee shall hire a

third party to place and monitor seismographs, and make the information collected available to said property owners. At least one seismograph measurement shall be recorded for each blast at one of the participating properties, or, if permission from neighboring property owners is not granted, on a location on the Permittee's property to be determined by the blasting contractor. Measurements shall be taken using industry standard practices, and impacts on neighboring properties must be within the limits of applicable regulations.

8. Hours of operation shall be limited to the following:

Weekdays: 6:00 AM – 8:00 PM

Saturdays: 8:00 AM – 3:00 PM

Sundays: Closed

Holidays*: Closed. *Holidays shall mean holidays observed by Houston County.

Limits to hours of operation may be suspended by Houston County.

9. Excavation shall not occur below a depth of 1,200', except as part of an approved reclamation plan.

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

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: 2/20/2020

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: _____ Yes _____ X NO

Issue:

Review and approve MFIP Biennial Service Agreement 2020-21

Attachments/Documentation for the Board's Review:

Electronic copy of agreement for review; copy of agreement for signature and electronic submission.

Justification:

Action Requested:

Review and approve agreement as presented; Board Chair signature

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

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 schedule appointments as appropriate.



2020-2021 County MFIP Biennial Service Agreement

January 1, 2020 - December 31, 2021

DHS-3863-ENG 8-19

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Enter the county's unique ID number

Contact Information

COUNTY/CONSORTIUM NAME

PLAN YEAR

CONTACT PERSON

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

EMAIL ADDRESS (where correspondence related to this form will be sent)

CONFIRM EMAIL ADDRESS

Note: Please review the 2020-2021 MFIP Biennial Service Agreement Bulletin for more details before you complete this document.

County MFIP Biennial Service Agreement

Page 2 of 17

A. Needs Statement

1. Besides funding, what is the single biggest challenge you are facing in financial assistance services?

Complexity of programming
Client buy in
Transportation
Lack of Child care providers
Meeting performance measures such as S-SI

9873 characters remaining

2. Besides funding, what is the single biggest challenge you are facing in employment services?

In a rural setting all the challenges are multiplied and people face multiple challenges including reliable transportation when no mass transit is present; lack of available and affordable childcare (fewer providers/more centers with higher costs); matching participants with jobs at employers that pay a living wage in an area that is still struggling with low pay; mental health and the opioid crisis - leading to high FSS numbers and people reaching 60 months due to multiple barriers and challenges. To name one single challenge is impossible as they are all inter-related and to solve one is just a piece of the puzzle.

characters remaining

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

characters remaining

County MFIP Biennial Service Agreement

Page 3 of 17

A. Needs Statement (continued)**3. What strengths and resources do you have available to address the needs of your participants?**

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ABE/GED
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adult/elder services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Career planning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Childcare funds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chemical health services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Computer lab access
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Credit counseling/financial literacy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	English Language Learner (ELL)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food shelf
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Housing assistance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job club
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job development
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job placement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job retention
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job search workshops
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mental health services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	On-the-job training program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Post-secondary education planning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Short-term training
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Supported work / paid work experience
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transportation assistance (gas cards, bus cards)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vehicle repair funds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volunteer opportunities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Youth program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other

4. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page.
You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

DWP STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

County MFIP Biennial Service Agreement

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A. Needs Statement (continued)**Employment Services Provider(s) Information**

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME		ADDRESS	
Workforce Development, Inc		2070 College View Rd E, Rochester, MN 55904	
CONTACT PERSON	PHONE NUMBER	EMAIL	
Wanda Jensen	507-292-5166	wjensen@wdimn.org	

Population Served ☒ MFIP ES ☒ DWP ES ☒ FSS ☒ Teen Parents ☒ 200% FPG

County MFIP Biennial Service Agreement

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B. Service Models**Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)**

1. Do you have culturally specific employment services for different racial/ethnic groups?

☒ No ☐ Yes

- ☐ African American ☐ African immigrant ☐ Asian American ☐ Asian immigrant
☐ American Indian ☐ Hispanic/Latino ☐ Other

2. What strategies do you use for hard-to-engage participants? *Check all that apply.*

- ☐ Home visits ☒ Sanction outreach services ☐ Incentives
☒ Off-site meeting opportunities ☐ Other

3. What types of job development do you do? *Check all that apply.*

- ☒ Sector job development ☒ Individual job development ☐ Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

☐ No ☒ Yes *Check all activities employers provide.*

- ☒ Interview opportunities ☒ Job skills training ☒ Job placement ☐ Job shadowing ☒ On-site job training
☒ Work experience ☒ Helps plan training programs ☐ Other

5. Do you provide job retention services to employed participants while they are receiving MFIP?

☐ No ☒ Yes *Check all that apply.*

- ☒ Available to assist with issues that develop on the job ☒ Financial planning ☒ Soft skills training
☒ Mentoring ☒ Transportation ☒ Personal contact with the employee HOW OFTEN? as needed
☐ Other

How long do you provide job retention services?

☐ Less than 3 months ☐ 3-6 months ☐ 7-12 months ☒ More than one year

6. Do you provide job advancement services to employed participants?

☐ No ☒ Yes *Check all that apply.*

- ☒ Career ladder ☒ Networking ☒ Coaching/mentoring ☒ Ongoing job search
☒ Education/training ☐ Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

☐ No ☒ Yes *Check all that apply.*

- ☒ Pathways to Prosperity (P2P) ☒ Work Keys ☒ National Career Readiness Certificate (NCRC)
☒ Other SPECIFY: World of Work Occupational Research packets

B. Service Models (continued)**Family Stabilization Services (FSS)**

1. Do you have professionals available to assist with FSS cases?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Adult Mental Health professional | <input type="checkbox"/> Psychologist | <input checked="" type="checkbox"/> Adult Rehabilitation Mental Health Services (ARMHS) worker |
| <input checked="" type="checkbox"/> Public Health Nurse | <input checked="" type="checkbox"/> Chemical Health professional | <input checked="" type="checkbox"/> Social Worker |
| <input checked="" type="checkbox"/> Children's Mental Health professional | <input checked="" type="checkbox"/> Vocational Rehabilitation worker | <input type="checkbox"/> Other |

2. Do you make referrals for children of FSS participants?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Children's Mental Health Services | <input checked="" type="checkbox"/> Public Health Nurse home visiting services | <input checked="" type="checkbox"/> Child Wellness Check-ups |
| <input checked="" type="checkbox"/> Women, Infants and Children Program (WIC) | <input type="checkbox"/> Other | |

3. Are any of these services for children offered to non-FSS families?

☐ No ☒ Yes**Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline**

1. Do you provide services to families who are not receiving DWP or MFIP assistance but are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes *Check all the services that apply*

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> ABE/ELL Classes | <input checked="" type="checkbox"/> Job retention services | <input checked="" type="checkbox"/> Child care | <input checked="" type="checkbox"/> Referral to other programs |
| <input checked="" type="checkbox"/> Computer Lab Access | <input checked="" type="checkbox"/> Support Services | <input checked="" type="checkbox"/> GED | <input checked="" type="checkbox"/> Training/Job Skills Classes |
| <input checked="" type="checkbox"/> Job postings | <input checked="" type="checkbox"/> Other | SPECIFY: WIOA co-enrollment opportunities | |

County MFIP Biennial Service Agreement

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B. Service Models (continued)**Minnesota Family Investment Program (MFIP) Services for Teen Parents**

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

☐ No ☒ Yes *Check all that apply for each age group*

- | Minors
(under age 18) | Age
18/19 | |
|-------------------------------------|-------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Financial worker |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Employment service worker |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Social worker (Social Services) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Public health nurse |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Child care worker |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Child protection worker |
| <input type="checkbox"/> | <input type="checkbox"/> | Other job role |

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

☐ No ☒ Yes

- | Minors (under age 18) | Age 18/19 |
|--|--|
| <input type="radio"/> Financial worker | <input type="radio"/> Financial worker |
| <input type="radio"/> Employment service worker | <input checked="" type="radio"/> Employment service worker |
| <input checked="" type="radio"/> Social worker (Social Services) | <input type="radio"/> Social worker (Social Services) |
| <input type="radio"/> Public health nurse | <input type="radio"/> Public health nurse |
| <input type="radio"/> Child care worker | <input type="radio"/> Child care worker |
| <input type="radio"/> Child protection worker | <input type="radio"/> Child protection worker |
| <input type="radio"/> Other job role | <input type="radio"/> Other job role |

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? *Check one for each age group.*

Minors (under age 18)

Yes, mandatory
Yes, voluntary
No

Age 18/19

Yes, mandatory
Yes, voluntary
No

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C. Measures**Performance Measures**

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2019 <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-4651F-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2019 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2020.

[MFIP Annualized S-SI and WPR report \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

9999 characters remaining

If your service area performed "above" or "within," you can go to Item 2.

If your service area performed "below" for 2018 and performs "below" again for 2019, you then will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

County MFIP Biennial Service Agreement

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C. Measures (continued)

Racial/Ethnic Disparities

2. A racial/ethnic disparity for a service area is defined as a **one-year Self-Support Index** that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in that area. Access the report "Two-Year Performance Trends of Racial/Ethnic and Immigrant Group". This report lists (1) service areas that have any racial/ethnic disparities requiring action and (2) the table of differences for all service areas.

[Performance Measures by Racial/Ethnic or Immigrant Group \(PDF\)](#)

If your service area is in the disparity list, please answer the following question:

DHS will work with you to reduce these disparities.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium?

characters remaining

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D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- ☒ Budget control procedures for approving expenditures
☒ Cash management procedures for ensuring program income is used for permitted activities
☒ Internal policies around use of funds, i.e. participant support services
☐ Other

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

- ☒ Case consultation ☒ Sample case review by workers ☒ Sample case review by supervisors
☐ Other

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

- ☐ Written policy within the MFIP unit ☐ Coordination with Corrections
☐ Currently establishing new policy/procedure(s) ☒ Other SPECIFY: We have not made any changes to our drug testing policy

County MFIP Biennial Service Agreement

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E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

How many employment services front-line staff in your county or consortium have MAXIS access?

How many managers/supervisors have MAXIS access?

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Currently, our Employment Service provider and our lead MFIP worker meet on a monthly basis to review MAXIS/Workforce One data and to discuss MFIP cases. Staff in both agencies ask questions and respond and we feel we have very good communication on both sides. Staff have access to MAXIS during our meetings so updates and/or corrections can be made immediately. We have found this is an additional way to provide information to each other and use it as a supplement to the status update forms. We discuss cases that are in threat of sanction and also talk about cases that are nearing 48/60 months in order to plan and meet with clients to discuss other options.

7332 characters remaining

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F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?

☐ No ☒ Yes

If yes, attach a copy of your emergency/crisis plan.

The plan will be emailed.

characters remaining

County MFIP Biennial Service Agreement

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G. Other**Administrative Cap Waiver**

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

1. Describe the activity(s) you will provide.



4000 characters remaining

2. Explain the reasons for the increased administrative cost.



characters remaining

3. Describe the target population and number of people expected to be served.

characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

characters remaining

County MFIP Biennial Service Agreement

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G. Other (continued)**Addendum for Unpaid Work Experience Activities**

If your county is providing unpaid work experience activities for MFIP participants, please fill out the Unpaid Work Experience Form. Email the completed form to Tria.Chang@state.mn.us.

Provider Choice

Does your county:

- ☐ Have at least two employment and training services providers. Go to Section H.
- ☒ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.
- ☐ Intend to submit a financial hardship request.

County MFIP Biennial Service Agreement

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G. Other (continued)**Financial Hardship Request**

FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

characters remaining

The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) will also review the amount budgeted by the county for employment and training during calendar year 2019 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2020 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law.

County MFIP Biennial Service Agreement

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H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2020-2021. Also note:

- Refer the 2020-21 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2020 Budget

Budgeted Amount	Percent	Line Items
54716	29.51	Employment Services (DWP)
72 257	38.97	Employment Services (MFIP)
12,000	6.47	Emergency Services/Crisis Fund
9375	5.06	Administration (cap at 7.5%)
37087	20.00	Income Maintenance Administration
		Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
		Capital Expenditures
		Other 1
		Other 2
		Total

185,435

2021 Budget

Budgeted Amount	Percent	Line Items
54716	29.51	Employment Services (DWP)
72257	38.97	Employment Services (MFIP)
12000	6.47	Emergency Services/Crisis Fund
9375	5.06	Administration (cap at 7.5%)
37087	20.00	Income Maintenance Administration
		Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
		Capital Expenditures
		Other 1
		Other 2
		Total

County MFIP Biennial Service Agreement

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Certifications and Assurances**Public Input**

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

☐ No ☒ Yes

Was public input received?

☒ No ☐ Yes

If received but not used, please explain.

4000 characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

Counties or Tribes (and all tiers of subgrantees) must use the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federal and/or state funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly. The catalog of Federal Domestic Assistance (CDFA) Number is 93.558 – Temporary Assistance for Needy Families (TANF).

The Award number for the period of January 1, 2020 – December 31, 2021 will be published with the MFIP Consolidated Fund Calendar Year 2020 and Calendar Year 2021 Allocation with Performance Bonus.

Service Agreement Certification



Checking this box certifies that this 2020-2021 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION

NAME (CHAIR OR DESIGNEE)

COUNTY

MAILING ADDRESS

CITY

STATE ZIP CODE

If your county agency is unable to complete your BSA by October 15, 2019 you will need to request an extension. Please email Tria.Chang@state.mn.us to provide additional information about why you were not able to compete this form and when you expect to submit the form by.

Save or Submit

To save your work, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To submit your information to DHS, click the 'Submit Final Form' button.

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: 2/20/2020

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: _____ Yes _____ X NO

Issue:

Review 2020 SEMCAC contract for transportation

Attachments/Documentation for the Board's Review:

Electronic copy of contract for review; two hard copies of contract for signature.

Justification:

Action Requested:

Review and approve contract as presented; Board Chair signature.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

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 schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 4304 South Marshal Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Public Health and Human Services Department hereafter referred to as the "County", and **Semcac**, 204 South Elm Street, PO Box 549, Rushford, MN 55971, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 24, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Purchase of Service:
 - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

Transportation

- b. Purchased Services will be provided at Provider's office and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:
 - a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of service to eligible clients.
 - b. The Provider certifies that the services to be provided under this Agreement are not

otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Houston County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60 Subd.6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Human Services Department with information about fees collected and the fee source.

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless

delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider shall, within thirty (30) days, notify the Human Service Department, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a modification or cancellation of the contract.
- g. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, by the 7th of the second month following the month of invoicing, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of Purchased Services.

b. Payment for Purchased Services:

Houston County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 2(a) above.

5. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
 - 1) During the term of this Agreement, the Provider agrees to comply with all

applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.

- 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- d. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- g. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

6. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and

properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

- b. The Provider agrees to maintain all records pertaining to this Agreement at Semcac, 204 South Elm Street, Rushford, MN 55971, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 9 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- ☐ A written Program and Statistical Report, including a list of clients and projected costs for the year in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
 - ☐ ☐ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
 - ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
 - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☒ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
 - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
 - ☐ (Other) _____
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals,

volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 8.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

7. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Puleasa
Houston County Human Services Director

304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.Houston.mn.us

b. The Provider: Jim Wolter
Semcac
204 S. Elm Street, PO Box 549
Rushford, MN 55971
jim.wolter@semcac.org

8. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 9. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

9. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance

with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Erlene Welshons.

- d. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- e. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Houston County Public Health and Human Services Department (HCPHHS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of HCPHHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

10. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more

employees within the State of Minnesota on a single working day during the previous 12 months.

11. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

12. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Houston County Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

13. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

14. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased,

chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

15. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 17 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

16. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or

committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
 - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

17. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 22 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the

Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

18. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

19. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

20. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

21. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 9, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 23(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 23(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or

in any other material provision or condition relied upon in the making of this Agreement

2) Failing to perform any other material provision of this Agreement.

- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

22. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Human Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 23(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 9.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:

- 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

23. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be

modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

24. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

25. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

SEMCAC

BY: _____


Doug Grout
Executive Director

DATED: _____

02/03/2020


HOUSTON COUNTY

BY: _____

Chairperson
Houston County Board of Commissioners

DATED: _____

BY: _____


Director
Houston County Human Services

DATED: _____

1/22/20

APPROVED AS TO FORM AND EXECUTION:

BY: _____


Houston County Attorney

DATED: _____

2-6-2020
2-6-2020 (SH)

AGENCY NAME: **Semcac**

CONTRACT TYPE: **POS – Transportation**

INVOICES: **Houston County Human Services**
Attn: Tami Triplett
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Volunteer Driver - Loaded Mile	NA	11	650	IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - MA Unloaded Miles	NA	11	650	1/2 IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - Rides within city limits that are less than 15 loaded miles	NA	11	650	\$8.00	Ride	Per Service Agreements
Volunteer Driver - Parking ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Meals ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Administration	NA	11	650	\$19.71	Ride	Per Service Agreements
Public Bus Service	NA	11	650	Fare Price	Ride	Per Service Agreements
Public Bus Service - Administration	NA	11	650	\$10.00	Ride	Per Service Agreements

Services may not be provided without prior authorization from a Houston County Case Manager.

¹ Follow restrictions contained in the Minnesota Department of Human Services Healthcare Manual.

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum ("Addendum") is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Houston County ("County") and Semcac ("Provider") for the period of **January 1, 2020 through December 31, 2020**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - b) Confidential Data. "Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - d) Diagnosis. "Diagnosis" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - e) Disclose. "Disclose" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.
 - f) Electronic Health Records. "Electronic Health Records" as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - g) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - h) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i) Medical Data. "Medical Data as governed by Minnesota Statute § 13.384.
 - j) Other Non-Public Data. "Other Non-Public Data" as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
 - k) Part 2 Program. "Part 2 Program" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or

- iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- l) Patient. "Patient" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. "Patient" includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- m) Privacy Incident. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- n) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
- o) Protected Health Information. The capitalized term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- p) Qualified Service Organization. "Qualified service organization" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
 - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- q) Records. "Records" means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- r) Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.
- t) Substance Use Disorder. "Substance Use Disorder" or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- u) Third-Party Payer. "Third party payer" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or

a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

- v) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- w) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:

- a) Functions and Activities on County's Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- b) Business Associate's Operations. Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
- c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD

Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

C. Compliance with Standard Transactions.

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.

3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) Disclosure Tracking. Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request.
 - b) Exceptions from Disclosure Tracking. Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) Disclosure Tracking Time Periods. Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. Breach of Privacy Obligations.

1. **Breach.** For purposes of this Section, any reference to "Provider" shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a "breach" of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

2. Reporting.

- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County's Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.

3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. Indemnity.

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

H. Sanctions

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

I. Amendment to Agreement.

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

J. Conflicts.

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

SEMCACBy: Name: Doug GrantTitle: Executive DirectorDate: 02/03/2020**COUNTY OF HOUSTON**By: Name: John FuglestadTitle: PH/HS DirectorDate: 1/22/20



UNIVERSITY OF MINNESOTA | EXTENSION

APPLICATION: County Extension Committee

MAIL OR EMAIL NO LATER THAN _____ TO:

Name	Brad Hoschoff
Address City Zip	PRIVACY INFORMATION REMOVED
Business and/or Home Phone	PRIVACY INFORMATION REMOVED
Email	PRIVACY INFORMATION REMOVED

Have you held any other appointed offices in the county? If yes, please list?

No

Please limit your response to the following questions to the space provided:

Why do you wish to serve on the county Extension committee?

I think I would be open minded and have good ideas.

What perspectives/insights can you bring to the county Extension committee?

I farm and sell seed corn. I see different avenues and ideas that work. So open minded and creative to issues and resolving them.

Please list volunteer or community involvement and indicate any leadership positions you

have held. Eitzen Lions member 2012 - To present.
was leader 2016, am currently on Board of directors

St. Johns School board member 2018 - 2020

What do you see as key educational needs or issues in the county?

I think we as a community need to get the farming community more exposure to the non farming community so they can understand what and how we do things.

Any additional background you would like to share with the county committee?

None

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: February 14, 2020 for the February 25, 2020 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the 2019 Feedlot Program Annual Report and Financial Report.

Attachments/Documentation for the Board's Review:

Houston County 2019 Financial Report, Annual Report, Discrepancy List

Justification:

This has been approved by the MPCA and now requires final approval by the Board.

Action Requested:

Seeking Board approval; will require a signature if approved.

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

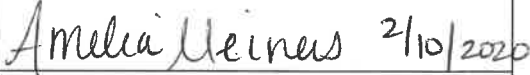
All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all rerequests and determine if the request will be heard at a County Board meeting.

Minnesota Pollution Control Agency (MPCA) Feedlot Program 2019 Year-End Review Worksheet

Sites reviewed by MPCA staff will be chosen from work done by the County in 2019. The County can pull their 2019 information from the Tempo warehouse data dump and Tableau. The information the County prepares should include:

1. Sites that registered
2. Compliance inspections conducted
3. Sites returned to compliance
4. Sites receiving a permit

A total of 20 Non-Inspection Minimum Program Requirement (MPR) points are possible for the 2019 Year-End Review. **A County cannot receive a partial point two years in a row for the same MPR. Either the County earns a full point the second year or no point.** The MPCA reviewer should have the County's *MPCA County Feedlot Program Delegation Agreement Work Plan* available for reference during the review.

County:	Houston		
Date of Review:	2/7/2020		
County Feedlot Officer:	<small>(print name)</small> Amelia Meiners	<small>(signature)</small> 	
MPCA Reviewer:	<small>(print name)</small> Nathan Bird	<small>(signature)</small> Nathan Bird	<small>Digitally signed by Nathan Bird Date: 2020.02.10 11:20:25 -06'00'</small>
INSPECTION MPRs	Agency-approved number of feedlots required to be registered (Attachment A):	414	
	Number of inspections conducted that count towards the 7% inspection rate:	33.5	
	Inspection rate achieved by the county (%):	8.1%	
NON-INSPECTION MPRs	Number of applicable non-inspection MPRs:	18	
	Total non-inspection MPR points:	18	
	Non-Inspection MPR rate (%):	100%	

Registration (☐ NA) – Review two registration files. If there is only one file, review one file. If there are no registration files, mark “NA” for this section.

MPR No.			
1. a.	Did the County use either the MPCA standard registration form or an alternative agency-approved registration form? <i>One half point - both files contain a standard/approved form</i> <i>One quarter point – one of the two files contain a standard/approved form</i> <i>No point – neither file contains a standard/approved form</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> ½ pt <input type="checkbox"/> 1/4 pt
1. b.	Did the County update registration data in Tempo? <i>One half point – 90% or more of 2019 registrations are updated/in Tempo.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> ½ pt <input type="checkbox"/> 1/4 pt

	<i>One quarter point – 50% to 89% of 2019 registrations are updated/in Tempo.</i> <i>No point – 0% - 49% of 2019 registrations are updated/in Tempo.</i>		
2.	Did the County meet the 30-day registration receipt requirement? <i>One point - both files contain an acceptable 30-day letter or meet other agency acceptable notification requirements.</i> <i>One half point - one of the two files contain agency acceptable documentation or both files contain a 30-day registration receipt but documentation is inadequate.</i> <i>No point - neither file reviewed contains a 30-day registration receipt nor agency acceptable documentation.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
Files reviewed for this section: 1. AI# 140692 Brad Olinger (132 AU) 2. AI# 72508 Carolyn Moen (140 AU)		Comments: 1. Received 10/8/19. Receipt letter sent 10/8/19. 2. Received 10/25/19. Receipt letter sent 10/28/19.	

Inspections and Compliance – Review four inspection files. If there are less than four files, review those that are available.

- For 3 and 6, review two compliance inspection files.
- For 8, review two inspection files. If there is only one file, review that file. If no files, mark “NA”.

3	Were all inspections documented on the Non-NPDES checklist? <i>One point - both files reviewed contain the correct checklist.</i> <i>One half point- one of the two files reviewed contain the correct checklist.</i> <i>No point - both files reviewed do not contain the correct checklist.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
4.	Were all conducted inspections entered into Tempo (see Tableau and discrepancy list)? <i>One point – 90% or more of inspections are in Tempo.</i> <i>One half point – 50% to 89% of inspections are in Tempo.</i> <i>No point – 0% - 49% of inspections are in Tempo.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> 1/2 pt
5	Did the County follow their Delegation Agreement Work Plan Inspection Strategy? <i>One point - County followed inspection strategy.</i> <i>No point - County did not follow inspection strategy.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt
6	Was the producer notified in writing of the results of the compliance inspection? <i>One point - both files reviewed contain a letter that was sent when required.</i> <i>One half point - one of the two files reviewed contain a notification letter.</i> <i>No point - neither of the two files reviewed contain a notification letter.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
7	Did the County follow their Delegation Agreement Work Plan Compliance Strategy for inspections that resulted in non-compliance? (<input type="checkbox"/> NA) <i>One point - County followed compliance strategy.</i> <i>No point - County did not follow compliance strategy.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt
8	Did the County maintain documentation of corrective action for any site that was returned to compliance in the program year? (<input type="checkbox"/> NA) <i>One point - documentation was maintained for each file reviewed.</i> <i>One half point - documentation was observed in, at least, one of the files reviewed.</i> <i>No point – no documentation was observed.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt

Files reviewed for this section: 1. AI# 69742 David Jennings Farm Sec 12 (400 AU) 2. AI# 69678 Isidore Loeffelholz Sec 15 (70 AU) 3. AI# 70440 Lester Banse Farm Sec 29 (340.5 AU) 4. AI# 70292 Brian Lee #1 Sec 36 (280 AU)	Comments: 1. 10/4/19 Inspected. Letter sent 10/30/19. Minor Non-compliance in Tempo. Documentation: Checklist and Site Map. 2. 10/4/19 Inspected. Letter sent 10/24/19. Minor Non-compliance in Tempo. Documentation: Checklist and Site Map. 3. 9/4/19 Inspected. Letter sent 10/3/19. Major Non-compliance in Tempo. Documentation: Checklist and Site Map. 4. 8/14/19 Inspected. Letter sent 8/30/19. Minor Non-compliance in Tempo. Returned to compliance. Documentation: Checklist and Site Map.
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Permitting (☐ NA) – Review two permit files. If there is only one file, review one file. If there are no permit files, mark “NA” for this section.

9	Did the County issue permits within the 60/120 day time period? • Did the County clearly document a received date on all paperwork (permit applications, MMPs, and plans & spec documents)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> MOST <input type="checkbox"/> NO • If applicable, did the County send incomplete letters within 15 business days? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NA <i>One point - all paperwork (applications, MMPs, and plans and specs) clearly document a received date and County met 15 business day requirement for applicable incomplete letters.</i> <i>One half point - most paperwork (applications, MMPs and plans and specs) clearly document a received date and County met 15 business day requirement.</i> <i>No point – a received date is not documented on paperwork or County did not meet 15 business day requirement.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
10	Did the County complete an agency-approved checklist for each application? <i>One point - both files contain a completed checklist.</i> <i>One half point - only one of two files contain a completed checklist.</i> <i>No point – neither file contains a completed checklist.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
11	Were notification requirements met (public notice ≥500 AU <input checked="" type="checkbox"/> NA and government notice <input type="checkbox"/> NA)? <i>One point - all notification requirements were met.</i> <i>One half point – half or more required notifications were met.</i> <i>No point – notification requirement was not met.</i>	<input type="checkbox"/> NO	<input type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
12	Were permits issued no sooner than 20 business days after public notice (>500 AU)? (<input checked="" type="checkbox"/> NA) <i>One point – applicable permits were issued 20+ business days after public notice.</i> <i>No point – one or both applicable permit(s) were issued SOONER than 20 business days.</i>	<input type="checkbox"/> NO	<input type="checkbox"/> 1 pt
13	Did the County complete an agency-approved checklist to ensure that submitted MMP requirements were met? (<input type="checkbox"/> NA) <i>One point – all applicable files contain a completed checklist.</i> <i>One half point – one of the two files contain a completed checklist. (Does not apply if only one file requires a checklist.)</i> <i>No point – all applicable files do not contain a completed checklist.</i>	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt

19	Did the County maintain an air quality exemption log? (<input type="checkbox"/> NA for no notifications received) <i>One point – complete air quality exemption log is maintained.</i> <i>One half point - some air quality exemption log information is maintained.</i> <i>No point - air quality exemption log is not maintained.</i>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> 1 pt <input type="checkbox"/> ½ pt
20	Did the County post their 2017 Annual CFO Report and MPCA Financial Report on their website by July 1, 2018? <i>One point - information is posted.</i> <i>No point – information is not posted.</i>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> 1 pt
Comments:		

Financial Report (No points awarded for this section.)

Does the financial report show how much grant money the county received and spent? ☐ NO ☒ YES

Does the financial report show that the county spent the total match amount? ☐ NO ☒ YES

Summary Review Notes/Comments/Tempo Issues

ATTACHMENT A

County	Feedlots Eligible for Funding
Big Stone	40
Blue Earth	363
Brown	386
Carver	238
Clay	105
Cottonwood	257
Douglas	420
Faribault	362
Fillmore	737
Freeborn	285
Goodhue	685
Houston	414
Jackson	330
Kandiyohi	445
Kittson	18
Lac Qui Parle	194
Lake of the Woods	25
Le Sueur	172
Lincoln	414
Lyon	282
McLeod	329
Marshall	41
Martin	474
Meeker	253
Morrison	618
Mower	381
Murray	425
Nicollet	316
Nobles	432
Norman	45
Pennington	38
Pipestone	451
Polk	77
Pope	294
Red Lake	38
Renville	288
Rice	287
Rock	512
Stearns	1,491
Steele	251
Stevens	130
Swift	157
Todd	682
Traverse	34
Wadena	99
Waseca	234
Watsonwan	184
Winona	555
Wright	263
Yellow Medicine	271

2019 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2019 - December 31, 2019)

Revised November 2019

County: Houston

Contact Person: Amelia Meiners

Phone: (507) 725-5800

E-Mail Address: amelia.meiners@co.houston.mn.us

Signature: _____

(Signature of County Board Commissioner)

(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses **non-CAFO/NPDES/SDS sites** required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	0.7				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0.3				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	59	34			
6	Feedlots with 50 - 299 AU:	321	262			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	27	40			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	---	0			
9	Feedlots with NPDES or SDS permits:	2	2			
10	Total - Feedlots required to be registered:	409	338			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)	414				
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%): 29				
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	33.5				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU	50 - 299 AU		300 or more AU	
Only count first instance of each type of inspection per feedlot		(In shoreland)	(except where noted)		(Non-CAFO/NPDES/SDS)	
13	Compliance inspections	0	23		9	
	13.1) How many included the optional P review				0	
14	Construction inspections	0	0		1	
	14.1) How many received a 2nd construction inspection	0	0		0	
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	1	
16	In-field land application inspection	0	0		0	
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0		1	
18	Routine or follow-up stockpile only inspection	0	0		0	
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland, a DWSMA, or a TMDL area.	12				
21	Number of sites inspected found to be non-compliant with water quality discharge standards.	11				
22	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	11				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
23	Compliance inspections <i>min. # of compliance inspections: 15</i>	32	29	3	1.5	4.5
24	Construction inspections	1	0	1	1	1
25	Desktop N&P records inspections	1	0	1	1.5	1.5
26	In-field land application inspections	0	0	0	0.5	0
27	Compliance inspections that include optional P review			0	0.5	0
28	Number of facilities that received 2 or more construction inspections.			0	0.5	0
29	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
30	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			1	0.5	0.5
31	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

The following were identified as inspection goals: sites proposing construction or expansion (8), sites with an Interim or CSF permit >300 au (12), sites required to be registered that have never been inspected (4), sites within the Pine Creek watershed (3), and sites that received feedlot cost-share (2). We do not identify land application inspections as a goal in our work plan, but one was completed in 2019 in response to a complaint. Seven sites were inspected in the Pine Creek watershed, making a complete survey of all feedlots required to be registered within that watershed. No feedlots received cost-share in 2019. Fifteen inspections were conducted at sites that had no previous compliance inspection. Only one site proposed an expansion and they were inspected prior to completing their feedlot permit and conditional use permit hearing. In addition to that site, there was one that was looking to construct a freestall barn that was inspected. Aside from those the number of producers building dropped from previous years and was overestimated in the work plan. Finally, three sites were inspected that had interim or CSF permits that expired in 2019. One Desktop N & P inspection was conducted on a site, but that is not included in our workplan.

PERMITTING		Number	PC	PC Total
32	30-day construction or expansion notifications received:	0	---	---
33	Interim Permits Issued or Modified:	2	2	4
34	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	0	1	0
35	Public meetings held for construction or expansion to ≥ 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
36	EAW petitions received:	0	---	---
37	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
38	Events where emergency response was conducted: (on-site visit)	1	2	2
ENFORCEMENT ACTIONS		Number	PC	PC Total
39	Letters of Warning (LOW) issued:	0	---	---
40	Notices of Violation (NOV) issued:	1	---	---
41	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
42	Feedlots where a partial environmental upgrade was achieved:	0	---	---
43	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
44	Feedlots 100+ AU where N records requirements were returned to compliance:	0	---	---
45	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
46	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	1	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
47	Sites visited to provide assistance	0	---	---
48	Workshops/trainings hosted/sponsored by the CFO:	1	2	2
	48.1) Total number of feedlot owners attending these events	3	---	---
49	CFO presentations at informational or producer group events: (per event)	0	1	0
50	Number of mailings to feedlot owners:	100	---	---
51	Feedlot articles placed in newspapers:	0	---	---

Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.

Date	Description
6-Mar	MMP Workshop held at Southeast Technical College, assisted by George Schwint and Paul Brietzke

CFO TRAINING AND MENTORING		Number	PC	PC Total
52	CFO - training CEUs: (Enter total training hours earned - list events below)	32.75	---	---
53	Hours mentoring New CFOs (describe on a separate sheet):	0	0.25	0

List the training events attended.

Date	Description	Hours
1/16/2019	Webex - Annual Report	1.5
2/20/2019	Webex - update on Annual Report/FY20 registration	0.5
20-Mar	Webex - registration number	1
3/26-28/19	MACFO Conference	14.5
26-Apr	Nitrogen Smart Online	2.5
5/15/2019	Webex - Registration	1.5
7/9/2019	Navigating conflict and tough conversations	3
6/26/2019	Webex - Tempo update, construction inspections	1.25
8/28/2019	Webex - CFO annual report, etc.	1.5
10/16/2019	Regional Meetings	3.75
11/13/2019	Webex - Violations Screen/Map Tool Update	0.5
12/18/2019	Webex - Annual Report	1.25

OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
54	Feedlots where a MinnFARM was conducted (list sites below):	7	1	7
55	Notifications received claiming air quality exemptions:	0	---	---
56	Meetings with other local government and producer groups:	1	---	---
57	Feedlot ordinance revisions likely, in progress, or completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

If Yes describe below

MinnFARM completed by CFO		Describe other county program activities not identified elsewhere. 70672 James Gavin Farm - Sec 4 (MinnFarm)
registration no.	Site Name	
70281	Robert Ellenz #1 - Sec 10	
68576	Joe Hammell - Sec 31	
69837	Joe Hammell - Sec 2	
70669	Tony White	
70290	Lester Beckman - Sec 9	
72508	Carlyn Moen - Sec 23	

TOTAL PERFORMANCE CREDITS	22.50
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Houston County Discrepancy List

Example - Question # 13 on the CFO Annual Report - The Tableau report for this question indicates 24 sites. In my completed CFO Annual Report I have indicated 27 sites. The sites that are missing or should not be included in the Tableau Report are below			
AI ID Number	AI Name	Inspection Number	Inspection Date
123456	Bob Jones Farm	INC20170001	5/24/2017
654321	Happy Pigs LLC	INC20170001	8/6/2017
568247	Lazy Goat Farm	INC20170001	3/8/2017
Example - Question # 14 on the CFO Annual Report - The Tableau report for this question indicates 7 sites. In my completed CFO Annual Report I have indicated 10 sites. The sites that are missing or should not be included in the Tableau Report are below			
AI ID Number	AI Name	Inspection Number	Inspection Date
3698247	Cow R US LLC	INC20170001	10/14/2017
102365	Jon Smith	INC20170001	11/19/2017
986012	Chicken Ranch	INC20170001	1/5/2017
Reason that I think the inspection is not showing up correctly on Tableau Report is:			
This site was registered to have 75 AU when I inspected it. The inspection revealed that the site has not had any livestock in the past 5 years and the site was re-registered with zero AU.			
I inadvertently enter inspection information on the AREA instead of the AISI so the inspection does not show up in the Tableau report			
This site does not show up in the Tableau report because I inadvertently entered the inspection type as complaint and it was a compliance inspection.			
Reason that I think the inspection is not showing up correctly on Tableau Report is:			
missing the registration number in the Designation field			
Area description does not match the AI Name			
Inspection is not showing up because no inspection date was entered prior to locking the inspection.			

Enter Discrepancies below

Question #12 on the CFO Annual Report - The Tableau report for this question indicates 32 sites. In my completed CFO Annual Report, I have indicated 33.5 sites. The sites that are missing in the Tableau Report or should not be included in the Tableau Report are below.			
AI ID Number	AI Name	Inspection Number	Inspection Date
68618	Eric and Darron Scheck – Sec 8	INC2019001	8/23/19
Reason that I think the inspection is not showing up correctly on Tableau Report is:			
This site was registered for 54.8 au at the time of inspection. The inspection revealed that the site does not have that many animals and the registration was updated to reflect that.			

Question # 13 on the CFO Annual Report - The Tableau report for this question indicates 31 sites. In my completed CFO Annual Report I have indicated 32 sites. The sites that are missing in the Tableau Report or should not be included in the Tableau Report are below			
AI ID Number	AI Name	Inspection Number	Inspection Date
68618	Eric and Darron Scheck – Sec 8	INC2019001	8/23/19
Reason that I think the inspection is not showing up correctly on Tableau Report is:			
This site was registered for 54.8 au when I inspected it. The inspection revealed that the site does not house as many animals and the registration was updated to reflect that.			

CY2019 MPCA County Feedlot Financial Report				
The county may show all county expenditures beyond the required match.				
		Revised 11/21/19		
County	Houston County			
County Feedlot Officer	Amelia Meiners	(507) 725-5800		
	NAME	PHONE		
	Budgeted	Spent	Balance Remaining	
2018 Carryover	25367	25367	0	
Grant Award Amount	\$ 42,816.00	\$ 9,791.00	33025	
Required Match Amount	\$ 29,709.00	\$ 29,709.00	0	
2018 Performance Credits (Rec'd in 2019)	\$ 3,700.00		3700	
TOTAL	\$ 101,592.00	\$ 64,867.00	36725	
Activity	Spent			
Complaint Response	\$ 599.00	\$ 64,867.00		
Inspections & Compliance	\$ 30,685.00			
Owner Assistance	\$ 1,640.00			
Permitting	\$ 4,668.00			
Registration/Inventories	\$ 3,317.00			
Training/Conferences	\$ 6,410.00			
Administration	\$ 12,555.00			
Other (explain)	\$ 4,993.00			
Choose Row 24 or 26 when entering Overhead costs. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs in Row 24 or 26.	Overhead is figured into CFO salary per BWSR worksheet and therefore accounted for in activity costs.			
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump sum or in	Spent			
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent			
Office (lease, utilities, furniture, insurance, etc.)				
Vehicle (lease, fuel, mtnc., etc.)				
Supplies (computer, internet, phone, copier, fax, paper, postage,				
Other (explain)				
Research fees				
TOTAL	\$64,867.00			
		Hourly wage		
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)		
Amelia Meiners	0.7	\$ 59,987.20	\$ 41.20	
Aaron Lacher	0.15	\$ 16,882.32	\$ 54.11	
Jim Gardner	0.1	\$ 6,404.32	\$ 30.79	
Holly Felten	0.05	\$ 4,513.60	\$ 43.40	
TOTAL	1	\$ 87,787.44		

FTE = Full Time Equivalent; the percentage of employee's time dedicated to the feedlot program in 2019.