



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
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, October 13, 2020, County Board Room, Historic Courthouse

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 97519665089 and password 484354. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- September 22 - Board Meeting
- October 6 – Board Meeting and Workgroup Session

PUBLIC COMMENT

COVID-19 Update from Public Health

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) Consider approving Resolution 20-XX Gambling Permit, Whitetails Unlimited. (Babinski)
- 3) Consider approving Resolution 20-XX Gambling Permit, Ring & Run, Inc. (Babinski)
- 4) Re-appoint Brad Felten and Arlyn Pohlman to an additional term on the Crooked Creek Watershed Board, effective December 1, 2020 through November 30, 2023. (Babinski)
- 5) Affirm the following personnel actions:
 - i. Sheriff's Office
 1. Reassign TBD to the position of probationary Lead Jailer (Detention Sgt.) B32-2, effective October 24, 2020.

ACTION ITEMS

- 1) Provide summary for record of Closed Session held pursuant to MN Statute 13D.05, Subd. 3, (b) Attorney/Client Privilege in response to MAPE Grievance.
- 2) Consider a response to the Step 2 Grievance filed by MAPE on behalf of Ms. Cindy Cresswell-Hatleli.
- 3) Consider approving a memorandum to the Minnesota Department of Health concerning the CASPER study.
- 4) Consider approving installation of protective glass partitions in the Historic Courthouse and CCS facilities with up to \$11,000 of CARES Act funds. (Arrick-Kruger)
- 5) Consider approving round 2(b) CARES Act Business Assistance Grants (Wagner).
- 6) Consider approving request for \$5000 MDA Grant to continue effort to control/eradicate Japanese Hops along the Root River Corridor. (Meiners)
- 7) Consider approving Resolution 20-XX Prioritized Bridge Replacement List. (Pogodzinski)
- 8) Consider approving a Conditional Use Permit for Andrew and Kristi Esser to build an accessory building in a Residential District in La Crescent Township. (Lacher)
- 9) Consider approving Resolution 20-xx Final Acceptance of Contract CP 2020-01 (B) – Milestone Materials. (Pogodzinski)
- 10) Consider approval of 2021 Multi-County SNAP Employment & Training agreement with WDI to provide employment and training services for eligible SNAP program participants. (Pugleasa)
- 11) Consider approval of Foster Care Education Transportation Agreements with each of the four School Districts within Houston County. (Pugleasa)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Highway Shop Bid Package #1
 - b. License Center update
 - c. Public Hearing in conjunction with October 27 Board Meeting to review 2021 Fee Schedule, to include increase in Solid Waste Fees charged to Cities and Townships and addition of fee for Chloride treatment along County Highway gravel roads.
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

**HOUSTON COUNTY
AGENDA REQUEST FORM
October 13, 2020**

Date Submitted: 10.09.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

Facilities

- West door replacement with automatic door – \$16,381
- Install protective glass partitions in HCH and CCS (attached)

HR CONSENT AGENDA REQUEST

Sheriff's Office

- Reassign to the position of probationary Lead Jailer B32-2, (Detention Sgt.) effective **October 24, 2020**

<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 type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> Sheriff
<u>Recommendation:</u>			
<div></div>			
<u>Decision:</u>			
<div></div>			

QUOTE
LA CROSSE GLASS CO., INC.
LA CROSSE OVERHEAD DOOR CO., INC.
SINCE 1898

604 So 3RD St., P.O.Box 1073, La Crosse, Wisconsin 54602-1073
Phone 608 782-7620 Fax 608 785-0392 Toll Free 800-658-9400
Visit Us Online at www.lacrosseglass.com

To: Houston County Courthouse
Attention: Greg

Date: 09/28/20

We hereby submit specifications and estimates for: **Entrance replacement**

Remove lower 10' of window and entrance per picture and install a bronze anodized aluminum bi parting automatic sliding door. Glass will be low-e tempered insulated units. Operator will require 110v power supply which is not included in this quote. Doors are covered by a 1year parts and labor warranty. There may be tile or flooring that would need to be patched to the new entrance which is not included in this quote

Price for above including all materials and labor is \$14,756.00

Note: we will use a standard height door and provide additional frame support to carry the load of the upper windows

Add to above if you wanted to make these doors electronically locking via push pad, timer or reader system: 1625.00

Please note: this does not include device to lock doors or wiring, this would be providing and installed by your security system provider.

Thank you for the opportunity to quote on your glass and door needs.

Payment to be made as follows:

All materials used in this contract is guaranteed to be as specified, and the entire job is to be done in a neat and substantial manner.

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order for same, and will become an extra charge over the sum mentioned in this contract.

SIGNED BY

Terry Guentner

ACCEPTANCE OF QUOTE

The foregoing terms specifications and conditions are satisfactory, and the same are hereby accepted and agreed to, and Hereby authorizes you to execute the same.

SIGNED BY

DATE

THIS QUOTE IS VOID IF NOT ACCEPTED IN 60 DAYS

QUOTE
LA CROSSE GLASS CO., INC.
LA CROSSE OVERHEAD DOOR CO., INC.

SINCE 1898

604 So 3RD St., P.O.Box 1073, La Crosse, Wisconsin 54602-1073
Phone 608 782-7620 Fax 608 785-0392 Toll Free 800-658-9400
Visit Us Online at www.lacrosseglass.com

To: Houston County
Attention: Theresa Arrick-Kruger

Date: 09/28/20

We hereby submit specifications and estimates for: **Various partition walls**

~~Courtroom~~

~~Furnish and install 2 free standing glass walls on top of jury box 1/2 high walls and a 58" wide wall between the court reporter booth and witness stand. Glass will be 42" high and held in place by a heavy aluminum base shoe. Finish for the shoe to be clear or bronze anodized aluminum. Glass to be 3/8" thick tempered with 1/4" gap between panels. Each piece of glass to be about 90" wide. There will be no vertical metal to obstruct the view.~~

~~Price for above including all materials and labor is \$8,183.00~~

NOT ORDERING

Joe Brueger

Auditor - Recorder - License Windows. (same window size)

All windows are approximately 48" wide and 42" high. We will install a bronze storefront frame with a 16" x 3 1/2" transaction opening at the bottom and a 4" covered speak hole. Glass to be 1/4" clear tempered.

Price for above including all materials and labor is \$899.00 each

Treasurer counter - Assessors office (same window size)

Furnish and install a piece of 1/4" clear tempered glass with a 16" x 3 1/2" transaction opening at the bottom. Glass will be retained with 2 vertical posts on the sides of the glass

Price for above including all materials and labor is \$1,178.00 each

License Center

Furnish and install a 1/4" clear tempered glass partition wall across transaction counter. Glass to be held in place with metal posts and we will hold the glass up 3 1/2" off the counter. Top of the glass off the counter to be 39" We will also include return glass panel on the first partition when you walk in the door

Price for above including all materials and labor is \$3,622.00

Zoning window

We will install a bronze storefront frame with a 16" x 3 1/2" transaction opening at the bottom and a 4" covered speak hole. Glass to be 1/4" clear tempered.

Price for above including all materials and labor is \$1,055.00 each

CCS building

Furnish and install a 1/4" clear tempered glass partition wall across transaction counter. Glass to be held in place with metal posts and we will hold the glass up 3 1/2" off the counter. Top of the glass off the counter to be 39"

Price for above including all materials and labor is \$1,655.00

Thank you for the opportunity to quote on your glass and door needs.

Payment to be made as follows:

All materials used in this contract is guaranteed to be as specified, and the entire job is to be done in a neat and substantial manner.

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order for same, and will become an extra charge over the sum mentioned in this contract.

SIGNED BY

Terry Guentner

ACCEPTANCE OF QUOTE

The foregoing terms specifications and conditions are satisfactory, and the same are hereby accepted and agreed to, and Hereby authorizes you to execute the same.

SIGNED BY

DATE

THIS QUOTE IS VOID IF NOT ACCEPTED IN 60 DAYS

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization

Name:

Whitetails Unlimited

Houston County
RAAFC

Previous Gambling
Permit Number:

Minnesota Tax ID

Number, if any:

Federal Employer ID

Number (FEIN), if any:

39-1415070

Mailing Address:

17725 Nine Oaks Dr

City:

Spring Grove

State:

MN

Zip:

55974

County:

Houston

Name of Chief Executive Officer (CEO):

Chris Petersen

CEO Daytime Phone

(507) 450-6256

CEO Email:

cpetersen@whitetailsunlimited.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☐ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

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

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Macal Grove Country Club

Physical Address (do not use P.O. box):

15939 76 State HWY 76, MN 44

Check one:

☐ City: Caledonia

Zip: 55921

County: Houston

☐ Township:

Zip:

County:

Date(s) of activity (for raffles, indicate the date of the drawing):

December 4th, 2020

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

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

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 9/24/2020
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Peterson

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

RESOLUTION NO. 20-50

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
WHITETAILS UNLIMITED**

October 13, 2020

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application for Exempt Permit on behalf of Whitetails Unlimited, Houston County for gambling activities to be conducted at MaCal Grove Country Club on December 4, 2020, with no waiting period.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 13, 2020.

WITNESS my hand and the seal of my office this 13th day of October 2020.

(SEAL)

Jeff Babinski, County Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ring & Run Inc

Previous Gambling Permit Number: n/a

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 47-1835612

Mailing Address: 103 EAST HIGH STREET

City: CALEDONIA State: MN Zip: 55921 County: HOUSTON

Name of Chief Executive Officer (CEO): Mark Buttell

CEO Daytime Phone: 608-406-0518 CEO Email: catmark@acegroup.cc

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

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

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Schmitt's TimeOut Tavern

Physical Address (do not use P.O. box): 444 N Chestnut St

Check one:

☐ City: _____ Zip: _____ County: _____
☒ Township: La Crescent Zip: 55947 County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): 12/05/2020

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Mark P. Buttel Date: 11-7-2020
(Signature must be CEO's signature; designee may not sign)

Print Name: MARK P BUTTELL

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

RESOLUTION NO. 20-51

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
WHITETAILED UNLIMITED**

October 13, 2020

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application for Exempt Permit on behalf of Ring & Run, Inc. for gambling activities to be conducted at Schmitt's TimeOut Tavern on December 5, 2020, with no waiting period.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated October 13, 2020.

WITNESS my hand and the seal of my office this 13th day of October 2020.

(SEAL)

Jeff Babinski, County Administrator

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: October 6, 2020 for the October 13, 2020 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Looking to receive approval to apply for a \$5,000 MN Department of Ag (MDA) grant to continue to control/eradicate Japanese hops along the Root River corridor.

Attachments/Documentation for the Board's Review:

MDA grant application and budget table

Justification:

This is approval to make an application for the grant; if money is awarded, it will require further contract approval.

Action Requested:

Approval to apply for MDA grant.

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/>	County Auditor	<input type="checkbox"/>
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>
	<input type="checkbox"/>	County Engineer	<input type="checkbox"/>
	<input type="checkbox"/>	Other (indicate dept)	<input type="checkbox"/>
<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.

Control of Japanese hops along the Root River corridor in Houston County

Noxious Weed and Invasive Plant Grant FY21

Houston County Environmental Services

Jeff Babinski

304 S Marshall St., Room 209
Caledonia, MN 55921

O: 507-725-5800

Amelia Meiners

304 S Marshall St., Room 209
Caledonia, MN 55921

amelia.meiners@co.houston.mn.us
O: 507-725-5800

Application Form

Contact Information

Project Name*

Control of Japanese hops along the Root River corridor in Houston County

Name of Contact Person*

Amelia Meiners

Organization name (County or local government name)*

Houston County

Organization mailing address*

304 S. Marshall St., Room 209

City*

Caledonia

State (MN)

ZIP*

55921

County*

Houston

Phone number*

5077255800

Cell phone number

Email*

amelia.meiners@co.houston.mn.us

Eligibility

Please confirm your eligibility by checking the appropriate boxes. *

I am a County Ag Inspector/County Designated Employee OR my CAI/CDE has approved the application.
I agree that no work has started on the project nor will start until agreement is fully signed.
IF I plan to use grant funds for survey work, I agree to submit records to EDDMapS and ISMTrack

Proposal Summary

Review the Request for Proposals (RFP) before submitting your application. Details may be found in the Grant Overview section and the Project Evaluation Profiles.

Award Amount Requested*

\$5,000.00

Number of Acres Targeted for Treatment*

808

The project must address one of the eight eligible purposes outlined in M.S. 18.90(a) listed below. *

Check all that apply.

Protection of wildlife and fisheries biodiversity
Educational activities

Supplemental Questions

Targeted Population*

Is the applicant or collaborating organization from a tribal nation, township, or county with a population under 10,000 residents?

No

Have you received a previous Noxious Weed Grant from MDA?*

Yes

If NO, skip to the next section (Target Plants)

If YES: 1. Briefly describe your previous grant project. (Limit: 500 characters)

A grant was received for this project in 2019, which was carried over into 2020. The original contractor had difficulties. A new request for bids was initiated and a different contractor was used in 2020. They completed treatments on all 32 river miles. Also, in 2020 a grant was received for Houston Township to

purchase a chemical sprayer to treat roadsides for wild parsnip which is complete. A joint grant with Winona County was awarded in 2020 for oriental bittersweet education and is ongoing.

2. Is the project completed and final payment request submitted to MDA?

No

2. (a) If NO,

Please write an update on the progress of your current grant project (Limit: 500 characters)

The grant to allow Houston Township to purchase a sprayer has been closed out. There are two components of the hops grant I need to complete and am just waiting on invoices and cancelled checks to be able to finalize the paperwork. There will be a small amount of unspent money left from the 2019 fiscal year. The joint grant with Winona County was awarded in 2020 and is a two year award. Work is currently taking place for that grant.

Target Plants

Please check all the species from this list you will be targeting:

Targeted species on the Eradicate List

- Common teasel
- Cutleaf teasel
- Japanese hops
- Oriental bittersweet
- Palmer amaranth
- Poison hemlock
- Tree of heaven

Targeted species on the Control List

- Common barberry
- Common tansy
- Japanese knotweed
- Leafy spurge
- Wild parsnip

Targeted species on the Restricted List

- Common buckthorn
- Garlic mustard
- Glossy buckthorn
- Japanese barberry cultivars
- Multiflora rose
- Tree of heaven

Targeted species on the Specially Regulated List

Other targeted species (please list here)

Narrative Questions

Please give concise explanations for each section. Project timeline should start no earlier than March 15, 2021.

Project justification (Limit: 5,000 characters)*

What is the problem this application seeks to address?

For example: "Hennepin County has documented 20 acres infested with cutleaf teasel on private land." If the project includes a non-regulated terrestrial invasive plant(s), please provide evidence why it should be prioritized for this grant appropriation.

The proposed work will target Japanese hops infestations along the Root River starting at the Fillmore-Houston County line and continuing to the Mississippi River. Because hops seeds are only viable in the soil for approximately three years, eradication is a realistic goal with consecutive treatments. Further, the efforts made by Fillmore County will help Houston County with their efforts to address hops by either eliminating or reducing upstream seed sources. The Root River watershed has a significant diversity of fish and wildlife habitat, and is an attraction for recreational users that come from all over the Midwest and beyond. The proposed work will enrich diversity, improve filtering effects of stream side vegetation, increase bank stabilization and enhance recreation enjoyment along the river corridor by eliminating or significantly reducing hops, which forms a massive tangled monoculture of vines. Impacts of this work will be measured by monitoring treatment effects and comparing hops distribution and density post treatment to survey data collected in 2017. Additionally, areas that are severely infested with hops will be monitored not only for reduction/eradication of hops, but also for the return of other, more desirable vegetation. Monitoring will be carried out by MDA/DNR and project partners.

Educational activities will help ensure that local land managers and owners can detect new infestations early and respond more quickly and effectively. Their increased knowledge and awareness will help resolve similar problems in the future.

Objectives and deliverables (Limit: 5,000 characters)*

What are the project objectives that will directly address the problem stated above? How will objectives be measured to determine the success of the project? Clearly state objectives; use statements that specifically describe the target plants you expect to address.

Example: Objective 1 – By December 30, 2021, treat 20 acres of cutleaf teasel in Hennepin County.

Objective 1: Treatment of Japanese hops along the Root River corridor from the Fillmore County line to the Mississippi River as funds allow.

Task A: By June 1, 2021, hire a private contractor.

Task B: By June 15, 2021, begin treatments at the upstream extent of the Japanese hops infestation, weather permitting.

Objective 2: By December 31, 2021, use any leftover funds to target other species of concern such as oriental bittersweet and Japanese knotweed. Submit invoices and final report to MDA. Submit treatment records to ISMTrack.

Objective 3: By December 31, 2021, complete educational outreach as much as COVID-19 restrictions allow. Will target landowners, recreational users, county and township maintenance personnel.

Work plan (Limit: 7,000 characters)*

Provide a step by step description of the grant project – how and when you will carry out each item or activity of your grant project. What actions will you take to address the problem stated above? Describe the specific activities that will achieve each of the objectives, deadlines for accomplishing each activity, and responsible parties.

Example: Activities – In partnership with townships and private landowners, identify infestations of cutleaf teasel in Hennepin County that need to be treated.

Who: John Johnson, Hennepin County Ag Inspector (By July 2021). Set up meetings with landowners adjacent to known cutleaf teasel infestations to discuss identifying, mapping, and management options

Who: John Johnson, Hennepin County Ag Inspector (By October 2021) Ensure completion of cutleaf teasel treatments

Who: John Johnson, Hennepin County Ag Inspector (By December 15, 2021). Submit invoices for reimbursement and final report to MDA, submit treatment records to ISMTrack

Coordinated control efforts of Japanese hops started in the last five years by Fillmore SWCD, MN Department of Ag (MDA), MN Department of Natural Resources (DNR) and Conservation Corps Minnesota (CCM). A CCM crew was utilized to spray areas infested with Japanese hops along the Root River and in areas accessible by land where landowners have signed agreements to allow chemical control. Treatments are most effective when conducted several years in a row. In 2020, the contractor was able to treat all 32 river miles, this grant will allow Houston County to continue treatments into subsequent years and hopefully make an effort at eradication. This grant will allow Houston County to hire a private contractor by June 1, 2021, to apply aquatic non-glyphosate herbicide treatments in areas primarily accessible by boat from the Root River in the summer of 2021. The Contractor will start treatments after June 15, 2021, and cover as many miles as possible, treating hops on both banks of the river, with a goal of completing treatments on as many river miles as possible. The hope is that river work will be carried out in coordination with land-based efforts performed by CCM. Under the direction of the DNR and MDA, the hope is that a CCM crew will treat hops in areas that are accessible by land, in particular along the Root River Trail, public river accesses, and on private land where permission has been granted. DNR or MDA staff will determine if treatments were effective or if re-treatment is needed. If re-treatment is necessary, the DNR/MDA will determine what follow-up work is necessary, including GPS locations and maps of where supplemental work is required.

Education efforts with landowners, recreational users and county and township personnel will include how to identify plants such as Japanese hops, oriental bittersweet, garlic mustard, Japanese knotweed, palmer amaranth, wild parsnip, poison hemlock and other noxious weeds, and best practices for treating infestations and preventing the spread to new areas. The overall educational curriculum will address multiple species on the noxious weed list and will include the principles of integrated vegetation management. Information may be provided through the local media, posters, workshops and/or field days throughout 2021 dependent upon COVID-19 restrictions in place. University of Minnesota Extension, MDA, DNR, Fillmore County SWCD and Fillmore County Highway Department may partner with Houston County on these educational activities.

Budget

Budget narrative (Limit: 6,000 characters)*

The budget narrative is a detailed description of each of the costs in the grant project per line item. A cost estimate is required for all Personnel; Equipment, Tools, Supplies, Herbicides; Education and Outreach Materials; Contracted Services; In-State Travel; Other.

Objective 1: Treatment of Japanese hops along the Root River corridor from the Fillmore County line to the Mississippi River

Task A: By June 1, 2021, hire a private contractor.

The contractor will conduct foliar treatment of Japanese hops using an aquatic herbicide on sites accessible by water. Houston County will work closely with Fillmore SWCD, DNR and the MDA Invasive

Species Coordinator in Rochester to develop bid specifications, review submitted bids, and select a private contractor who is certified to apply aquatic herbicides. Houston County wishes to use a triclopyr based herbicide. Those agencies comprise the same staff who will be coordinating overall early detection, rapid response invasive species work in the region. Houston County will administer the contract with the vendor, process invoices, and help coordinate follow-up inspections of the work with MDA. In the event that a private contractor cannot be hired, the grant funds will be used to hire a CCM crew to conduct the river-based hops treatment. The only in-kind amount the County will match is that of the wages of the County Ag Inspector and other personnel to complete administrative tasks associated with the project and to provide educational materials for any events.

Task B: By June 15, 2021, begin treatments at the upstream extent of the Japanese hops infestation, weather permitting.

Treatments will begin at the western extent of Houston County and follow the Root River corridor to the Mississippi. The Contractor will be provided with maps from the 2017 MDA/DNR/CCM surveys showing where infestations have been documented and at what densities and treatment records from 2020 showing documented infestations and densities. The three partner agencies will coordinate the water-based hops treatments with the land-based hops treatments that are hopefully planned by the CCM, which will include other documented invasive species (e.g. teasel, Japanese knotweed and poison hemlock). MDA will assess the treatments for effectiveness and determine if re-treatments are necessary. Assessments will be made approximately two weeks post treatment to allow sufficient time for the herbicide to take effect. If re-treatment is deemed necessary, a GPS location for each area needing follow-up work will be taken and a map generated to help the Contractor locate re-treatment areas. If necessary, DNR and/or partners will conduct an on-site visit with the Contractor. It is unknown how far downstream this work will extend with the funding available, but it is estimated that funds would allow treatments to occur on 30-50% of the desired area.

Objective 2: By December 31, 2021, use any leftover funds to target other species of concern such as oriental bittersweet and Japanese knotweed. Submit invoices and final report to MDA. Submit treatment records to ISMTrack.

Objective 3: By December 31, 2021, complete educational outreach as much as COVID-19 restrictions allow. Will target landowners, recreational users, county and township maintenance personnel.

The DNR, MDA, CCM, University of Minnesota Extension, Fillmore SWCD and Houston County may work together on an education and outreach plan that includes teaching landowners, recreational users and road maintenance staff about how to identify noxious weeds, methods for preventing their spread and options for treating infested areas. Additionally, the plan will explore resources and information that will help make it easier for road maintenance staff to incorporate invasive species management into their regular roadside management activities. Plan elements may include information for local news media and events such as field days and workshops featuring information and speakers knowledgeable about integrated vegetation management, dependent upon COVID-19 restrictions. Once details of the education and outreach plan are laid out, Houston County, Fillmore SWCD and partners will set up a workshop/field day date(s) and location(s), issue press releases, and make direct contacts with specific target audiences (e.g. township and county road maintenance staff, landowners along the Root River, etc). Needed materials and handouts for the educational effort will be generated by Fillmore SWCD, Houston County and partners.

Budget table*

The budget table is an overview of how grant funds will be spent by category. Create a budget table that includes grant funds requested. Upload a budget in the following format:

Category	Grant Request	In-Kind	Total
Personnel – number of hours @ wage rate			
Equipment, tools, supplies, herbicides (<i>maximum \$5,000 for equipment purchases</i>)			
Education and outreach materials			

Contracted services			
In-state travel (<i>mileage rate, per diem</i>)			
Other (<i>please specify what the expense is for</i>)			

FY21 MDA Grant Budget Table.xlsx

Certification

I certify that: (Please type your name in the box)*

- To the best of my knowledge and belief, the data in this application is true and correct and supporting documentation for the claims and assertions made within this application is available to the MDA for its review.
- I understand that submitting false or misleading information in connection with this application may result in the applicant being found ineligible for financial assistance under the Noxious Weed and Invasive Plant Grant Program. I further understand that receiving public funds as a consequence of false representations constitutes an act of fraud.
- I understand that MDA may conduct audits, check references, and conduct site inspections after grants are awarded and prior to dollars being disbursed.
- I understand that the data provided in this application is subject to the Minnesota Government Data Practices Act, and have read and understand the Data Privacy Notice contained herein. I verify all information supplied in this application is correct to the best of my knowledge.

File Attachment Summary

Applicant File Uploads

- FY21 MDA Grant Budget Table.xlsx

Budget Table: Control of Japanese hops along the Root River corridor in Houston County - FY21

Category	Grant Request	In-Kind	Total
Personnel:			
County Ag inspector (~30 hours x \$35/hour)		\$ 1,050.00	
Review by legal staff (~4 hours x \$70/hour)		\$ 280.00	
Equipment, tools, supplies, herbicides:			
Education and outreach materials: (i.e. fair booth, printing materials)		\$ 250.00	
Contracted services:	\$ 5,000.00		
In-state travel:			
Other:			
Mail additional landowner agreements (print and postage costs)		\$ 30.00	
Total	\$ 5,000.00	\$ 1,610.00	\$ 6,610.00

Budget Table: Control of Japanese hops along the Root River corridor in Houston County - FY21

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Mail additional landowner agreements (print and postage costs)		\$ 30.00	
Total	\$ 5,000.00	\$ 1,610.00	\$ 6,610.00

Houston County Agenda Request Form

Date Submitted: October 5, 2020

BOARD DATE: October 13, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the 2020 Prioritized Bridge Replacement Resolution

Attachments/Documentation for the Board's Review:

Copy of resolution is attached.

Justification:

Action Requested:

This resolution lists all the County and Township bridges that need replacement in the next 5 years. This resolution is sent to MN/Dot who then uses it to secure money from the State and Federal government.

For County Use Only		
<u>Reviewed by:</u>	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>County Auditor <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Finance Director <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>IS Director </div> <div style="width: 48%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>County Attorney <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>County Engineer <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>Other (indicate dept) </div> </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Zoning Administrator <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Environmental Services
<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.

RESOLUTION
Prioritized Bridge Replacement List
Sent to Administrator for Board approval October 13, 2020

WHEREAS, Houston County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

WHEREAS, Houston County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years;

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Houston County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge #	Road # or Name	Total Project Cost	Township Bridge/or State Aid Funds	Federal Funds	Bridge Bonding	Local Funds	Proposed Construction Year
L4012	Rooster Valley Road	328,440.00	308,440.00	-	-	20,000.00	2021
L4009	Rooster Valley Road	328,440.00	308,440.00	-	-	20,000.00	2021
28501	Looney Valley Road	861,900.00	841,900.00	-	-	20,000.00	2021
L3997	Freeburg Ridge Road	986,816.00	966,816.00	-	-	20,000.00	2021
4038	Hauge Hill Road	376,625.00	356,625.00	-	-	20,000.00	2022
88421	CSAH 12	366,221.00	230,989.00	-	83,232.00	52,000.00	2022
L3984	Wiebke Hill Road	384,157.00	364,157.00	-	-	20,000.00	2023
L3983	Wiebke Hill Road	384,157.00	364,157.00	-	-	20,000.00	2023
7540	CSAH 10	511,502.00	374,605.00	-	84,897.00	52,000.00	2023
88431	CSAH 20	373,545.00	236,648.00	-	84,897.00	52,000.00	2023
6937	CR 249	381,016.00	22,421.00	-	86,595.00	272,000.00	2024
4543	Oakland Drive	644,047.00	624,047.00	-	-	20,000.00	2024
L9502	Pfeffer Valley Road	410,718.00	390,718.00	-	-	20,000.00	2025
3968	Sylling Road	410,718.00	390,718.00	-	-	20,000.00	2025
		6,748,302.00	5,780,681.00	-	339,621.00	628,000.00	

FURTHERMORE, Houston County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Houston County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

RESOLUTION

Prioritized Bridge Replacement List

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88431	CSAH 20	373,545.00	236,648.00	-	84,897.00	52,000.00	2023
6937	CR 249	381,016.00	22,421.00	-	86,595.00	272,000.00	2024
4543	Oakland Drive	644,047.00	624,047.00	-	-	20,000.00	2024
L9502	Pfeffer Valley Road	410,718.00	390,718.00	-	-	20,000.00	2025
3968	Sylling Road	410,718.00	390,718.00	-	-	20,000.00	2025
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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: 5-Oct-20

Person requesting appointment with County Board: Aaron Lacher

Issue:

CUP Approval/Denial: 1) Andrew and Kristi Esser - build an accessory building in an Residential District in La Crescent Township. (PC meeting was on 9-24-2020.)

Justification:

Action Requested:

Final Approval by the County Board. (Agenda, Hearing Notice, Findings and Staff Report is attached.)

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 requests and determine if the request will be heard at a County Board meeting.



HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT

9/15/2020

Application Date:
Hearing Date: 9/24/2020
Petitioner: Andrew & Kristi Esser
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 1298 Lost Park Dr
Township: La Crescent
Parcel Number: 80855000
Submitted Materials: CUP Application

OVERVIEW

REQUEST

The petitioners are seeking a Conditional Use Permit (CUP) to build a 2100 square foot accessory building in the residential district. The use of which will be accessory to the primary dwelling.

SUMMARY OF NOTEWORTHY TOPICS

The applicants received two variances last month. Variances of:

- 1) Variance of 18 feet to allow a shed to be built 7 feet from the toe of a bluff.
- 2) Variance of door height requirements to allow a 13-foot garage door.

The following information on the summary and site characteristics was taken from Aaron Lacher's staff report for the variance hearing.

Applicable Ordinance language include:

Bluff setback standards:

29.17 Subdivision 2. Setback from the Toe of a Bluff. Structures shall be set back forty (40) feet from the top of a bluff and twenty-five (25) feet from the toe of a bluff.

Accessory building standards:

29.14 Subdivision. 1. Accessory Buildings and Structures in Residential Districts. (5) No private garage used or intended for the storage of passenger automobiles shall exceed fifteen hundred

square feet of gross area nor shall any access door or other opening exceed the height of ten (10) feet. Setback standards shall meet the requirements as set forth in section 14 of this ordinance.

When read in context Section 29.14 is ambiguous, and a zoning policy was drafted in 2019 to ensure consistent application of these standards.

Section 29, General Provisions, of the Houston County Zoning Ordinance (HCZO) includes language regulating accessory structures in various districts, which contains the CUP requirement. The language is less-than-perfect and requires interpretation, thus a written policy has been drafted (enclosed), which provides for placement of accessory buildings in the Residential District as follows:

=<200 sf	No permit required
201-1499 sf	Zoning permit required
=>1500 sf	CUP required

The building is proposed to be plumbed with in-floor heating, and an outdoor water spigot. No components that generate wastewater are proposed.

The subject parcel is located in the Cliff View Second Addition subdivision, platted in 2001. Parcel 08.0855.000 consists of Lots 1 & 2 of Block 1. The existing house is located on Lot 1, and the shed is proposed on Lot 2. Lots 1 & 2 separate parcels until they were combined in 2016 (Figure 1).

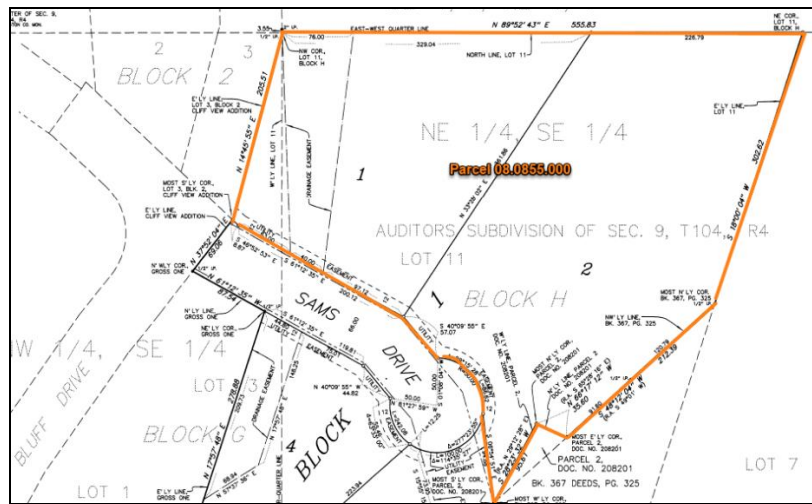


Figure 1. Cliff View Second Addition Plat

While it does not supersede modern zoning standards, it is worth noting that Lot 2 is shown as a buildable lot on the plat that was approved in 2001, and that the shed is now presumably proposed where the principle structure was envisioned at that time.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

La Crescent Township and the ten closest property owners were notified. One comment was received.

SITE CHARACTERISTICS

The site is located along the footslopes that bound Pine Creek Valley to the north. The parcel contains 4+ acres. The bluff to the east of the site rises 80+ feet at a 28% slope (Figure 2). The proposed shed location

has been modified, work done by the previous owner according to the applicant, who speculates it was done around the time of the platting. During a site visit, a change in post alteration slope was identified, which was determined to be the toe of bluff (Figures 3 & 4).



Figure 2 Bluff Slopes



Figure 3 Toe of Bluff



Figure 4. Toe of Bluff

No floodplain, water features, or wetlands are mapped on the property. Drainage does occur from north to south along the western property line, and a drainage easement is shown on the plat.

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 Land Use Plan identifies that urban development will be encouraged in rural areas adjacent to the City of La Crescent. Accessory structures are allowable within urban areas, but are limited in size. Generally residential lots tend to be smaller, but the applicants own a 4 acre lot.

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

Staff Analysis: The applicants plan to remove a small storage shed currently on their property that they have outgrown. In addition, this shed will enable them to store a boat, camper and additional vehicles for future drivers.

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

Staff Analysis: No impacts to the water quality are anticipated.

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

Staff Analysis: Last month the applicant received a variance to reduce the toe of bluff setback and has since completed an erosion control plan with recommendations on how to remedy some potential erosion issues that come with building in areas such as those.

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

Staff Analysis: Soils are 388E. Soil Survey – Houston County identifies the main limitation as slope to the degree that extensive land shaping is generally needed as well as building to conform to the natural slope of the land. The applicant's proposal is consistent with those recommendations.

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

Staff Analysis: No pollution hazards are anticipated.

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

Staff Analysis: This is an existing residential property so all utilities are present, but will be extended to the new structure. That cost lies with the applicant. A new driveway will be constructed and the erosion control plan identifies methods to reduce erosion.

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

Staff Analysis: NA

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

Staff Analysis: NA

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

Staff Analysis: The neighboring properties are residential. They are on a cul-de-sac and tree cover may block neighboring homes from viewing this proposal. There are steep slopes to the north and east which limits any future development on properties in those directions.

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 land surrounding them is fully developed to the extent possible. No impact is anticipated.

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

Staff Analysis: NA

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

Staff Analysis: The shed is not intended to be used as a residence and accessory structures are allowable in the residential district. With just over four acres, the applicants have a larger lot size than typically found in the residential district.

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

Staff Analysis: NA

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

Staff Analysis: As proposed, no impacts to the public's health, safety, moral, and general welfare have been identified.

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;

CLIFF VIEW SECOND ADDITION

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That William Cornforth and Delores Cornforth, husband and wife, and William Cornforth and Delores Cornforth, as co-trustees of the William and Delores Cornforth Revocable Trust dated August 8, 1994 and as amended on November 18, 1999, owners and proprietors of the following described property situated in the County of Houston, State of Minnesota, to wit:

That part of Lot 3, Block G and that part of Lot 11, Block H, Auditors Subdivision of Sec. 9, T104N., R4W., La Crescent Township, Houston County, Minnesota, described as follows:

Beginning at the northwest corner of said Lot 11; thence North 89 degrees 52 minutes 43 seconds East, along the north line of said Lot 11, a distance of 555.83 feet to the northeast corner of said Lot 11; thence South 18 degrees 00 minutes 04 seconds West, along the easterly line of said Lot 11, a distance of 302.62 feet to the most northerly corner of the property described in Book 367 of Deeds, Page 325; thence South 48 degrees 12 minutes 04 seconds West, along the northwesterly line of said property described in Book 367 of Deeds, Page 325, a distance of 212.39 feet to the most easterly corner of the property described in Parcel 2 of Document Number 208201; thence North 66 degrees 17 minutes 12 seconds West, along the northerly line of said Parcel 2, a distance of 35.60 feet to the most northerly corner thereof; thence South 28 degrees 23 minutes 32 seconds West, along the westerly line of said Parcel 2, a distance of 95.61 feet to the most southerly corner thereof, also being the most westerly corner of said property described in Book 367 of Deeds, Page 325; thence southeasterly, along the southerly line of said property described in Book 367 of Deeds, Page 325 and along the arc of a non-tangential curve, concave northeasterly, having a radius of 231.28 feet, a central angle of .13 degrees 45 minutes 15 seconds, an arc length of 55.52 feet, and a chord which bears South 20 degrees 57 minutes 19 seconds East and measures 55.39 feet; thence South 27 degrees 49 minutes 56 seconds East, not tangent to said curve, and along said southerly line of the property described in Book 367 of Deeds, Page 325, a distance of 75.88 feet to an angle point on said southerly line, also being the northwesterly corner of the property described in Parcel 1 of Document Number 208201; thence South 06 degrees 55 minutes 00 seconds East, along the westerly line of said Parcel 1, a distance of 35.61 feet to the southwesterly corner thereof; thence South 56 degrees 20 minutes 09 seconds East, along the southerly line of said Parcel 1, a distance of 57.38 feet to the southeasterly corner thereof, also being a point on said easterly line of Lot 11; thence South 18 degrees 00 minutes 04 seconds West, along said easterly line of Lot 11, a distance of 56.28 feet to the northerly line of the property described in Book 256 of Deeds, Page 191; thence North 72 degrees 00 minutes 50 seconds West, along said northerly line of the property described in Book 256 of Deeds, Page 191, and its westerly extension, a distance of 85.93 feet to the easterly line of the property described in Document Number 193463; thence North 17 degrees 58 minutes 06 seconds East, along said easterly line of the property described in Document Number 193463, a distance of 38.67 feet to the northeasterly corner thereof; thence North 72 degrees 02 minutes 12 seconds West, along the northerly line of said property described in Document Number 193463, a distance of 368.00 feet to the northwesterly corner thereof, also being a point on the easterly line of the plat of Gross One; thence North 17 degrees 57 minutes 48 seconds East, along said easterly line of Gross One, 278.88 feet to the northeasterly corner thereof; thence North 61 degrees 12 minutes 35 seconds West, along the northerly line of said Gross One, 87.54 feet to the northwesterly corner thereof, also being a point on the easterly line of the plat of Cliff View Addition; thence North 37 degrees 52 minutes 04 seconds East, along said easterly line of Cliff View Addition, 69.06 feet to the most southerly corner of Lot 3, Block 2, said Cliff View Addition; thence North 14 degrees 45 minutes 55 seconds East, along the easterly line of said Lot 3, a distance of 205.51 feet to the point of beginning.

Subject to a roadway easement described in Book 367 of Deeds, Page 325.

All documents, plats, and subdivisions recited in this description are of record in the office of the County Recorder, said Houston County, Minnesota.

Have caused the same to be surveyed and platted as CLIFF VIEW SECOND ADDITION and do hereby donate and dedicate to the public for public use forever the thoroughfare, and also dedicating the easement as shown on this plat for utility and drainage purposes only.

In witness whereof said William Cornforth and Delores Cornforth, husband and wife, and William Cornforth and Delores Cornforth, as co-trustees of the William and Delores Cornforth Revocable Trust dated August 8, 1994 and as amended on November 18, 1999, have hereunto set our hands this 13 day of March, 2001

William Cornforth
William Cornforth

Delores Cornforth
Delores Cornforth

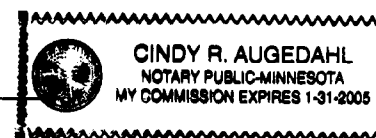
William Cornforth
William Cornforth, Trustee

Delores Cornforth
Delores Cornforth, Trustee

STATE OF Minnesota
COUNTY OF Houston

The foregoing instrument was acknowledged before me this 13th day of March, 2001, by William Cornforth and Delores Cornforth, husband and wife, and William Cornforth and Delores Cornforth, as co-trustees of the William and Delores Cornforth Revocable Trust dated August 8, 1994 and as amended on November 18, 1999.

Cindy R. Augedahl
Notary Public, _____ County,
My commission expires _____



SURVEYOR

I hereby certify that I have surveyed and platted the property described on this plat as CLIFF VIEW SECOND ADDITION, that this plat is a correct representation of the survey; that all distances are correctly shown on this plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wetlands as defined in MS 505.02, Subd. 1, or public highways to be designated other than as shown.

Tony A. Blumentritt
Tony A. Blumentritt,
Land Surveyor Minnesota License Number 18886

STATE OF MINNESOTA
COUNTY OF WINONA

The foregoing surveyor's certificate was acknowledged before me this 20th day of February, 2001, by Tony A. Blumentritt, Minnesota License No. 18886.

Bonnie Kreckow
Notary Public, Winona County,
Minnesota My commission expires Jan 31, 2005



TOWNSHIP PLANNING COMMISSION

Approved by the La Crescent Township, Minnesota, Planning Commission this 13 day of March, 2001.

William Beshar
Chairperson, Township Planning Commission

TOWNSHIP BOARD OF SUPERVISORS

We do hereby certify that on the 12 day of March, 2001, the Board of Supervisors for La Crescent Township, Houston County, Minnesota approved this plat.

Dorothy Seaman
Chairperson, Township Board of Supervisors

COUNTY SURVEYOR

I hereby certify that this plat has been checked mathematically, and that the plat conforms to the applicable platting laws this 13th day of March, 2001.

Richard D. Walter
Richard D. Walter, Houston County Surveyor
Minnesota License No. 16676

COUNTY BOARD

Approved by the Houston County Board of Commissioners this 13th day of March, 2001.

Ann Thompson
Chairperson, Houston County Board

Attest:
A. Peter Johnson
County Auditor

COUNTY AUDITOR

TAX STATEMENT
No delinquent taxes due and transfer entered this 13th day of March, 2001.

A. Peter Johnson
County Auditor, Houston County, Minnesota

COUNTY TREASURER

TAX STATEMENT
I hereby certify that all taxes due for 2001 on the land described herein are paid.

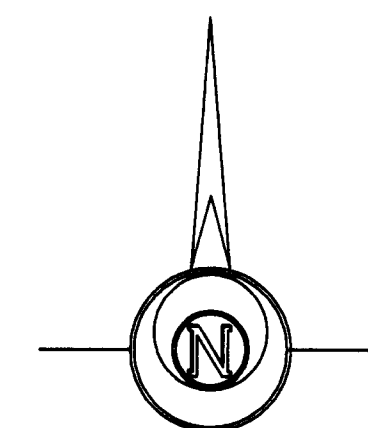
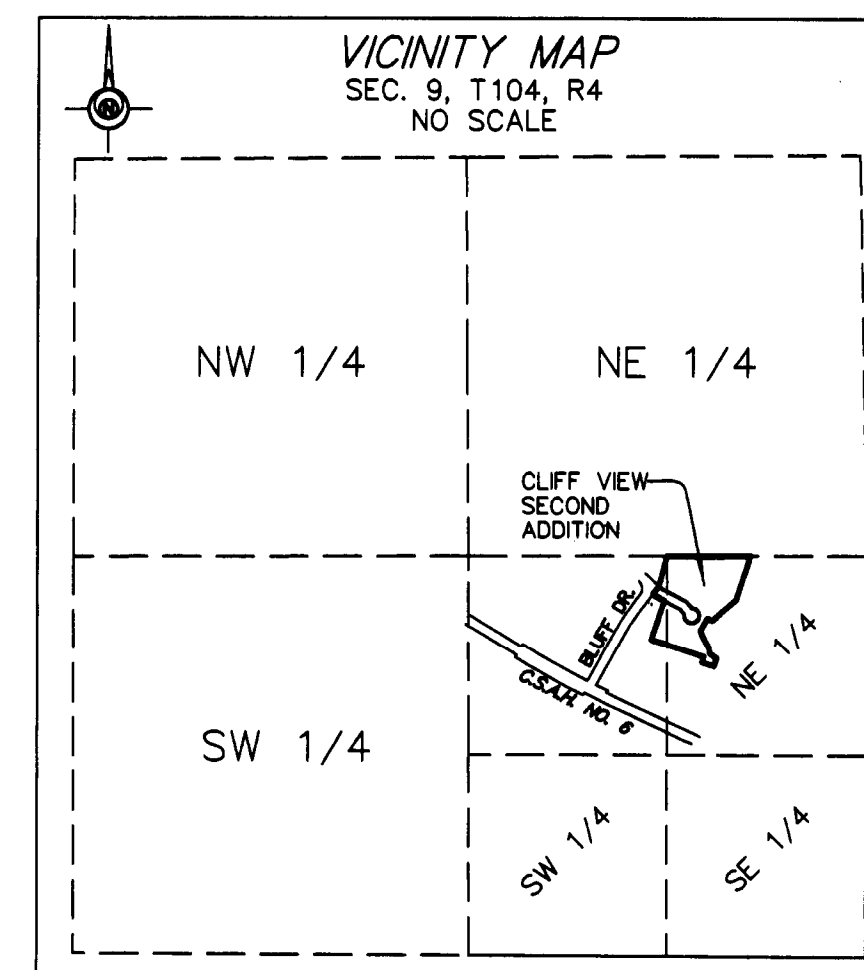
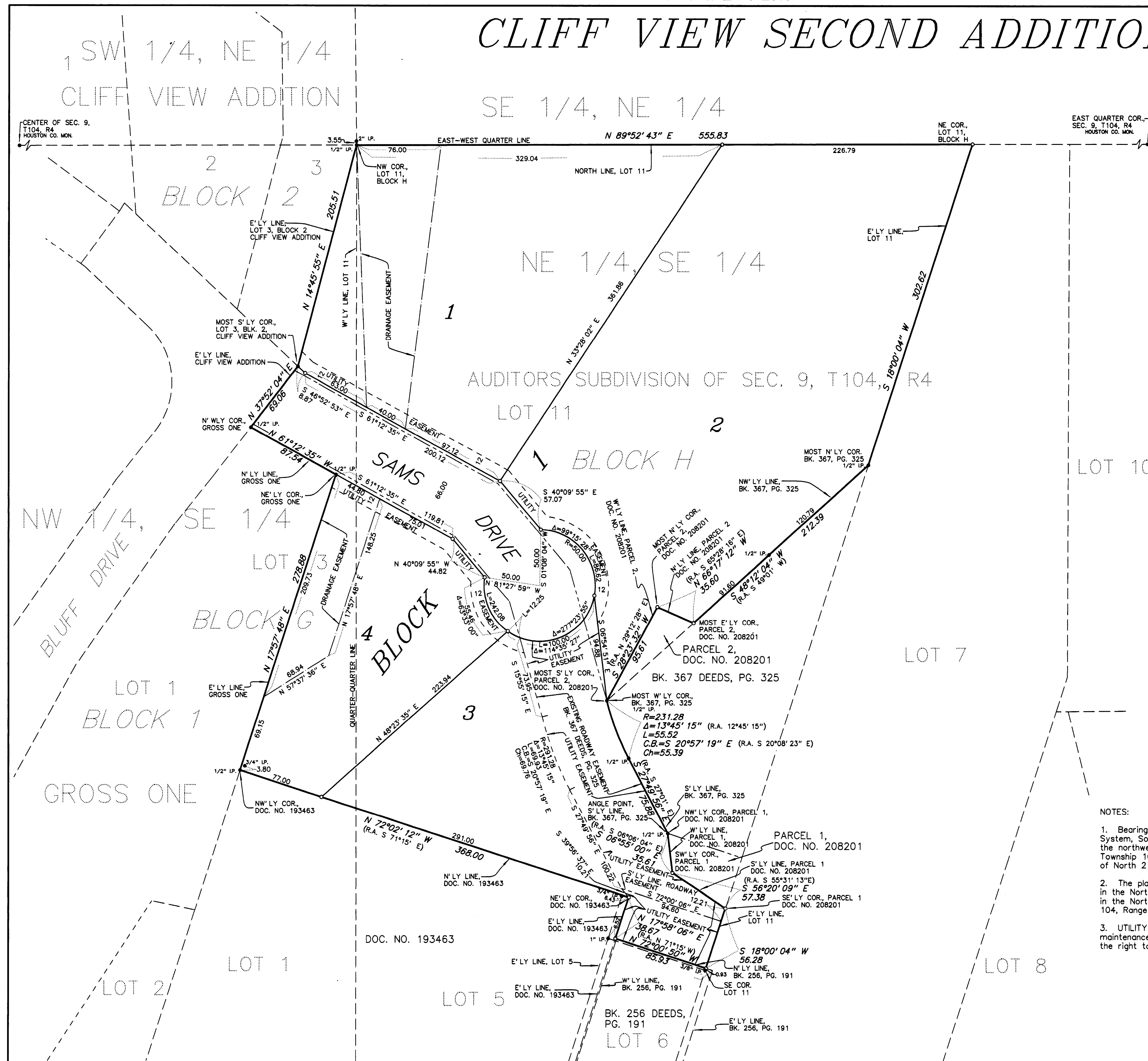
Quincy M. Peterson
County Treasurer, Houston County, Minnesota

COUNTY RECORDER Document # 209101

I hereby certify that this instrument was filed in this office for record on this 13th day of March, 2001, at 10:30 o'clock A.M., and was duly filed in Plat Cabinet B, Envelope B-148.

Beverly J. Bauer
County Recorder, Houston County, Minnesota

CLIFF VIEW SECOND ADDITION



SCALE: 1" = 50'
0 25 50 100
SCALE IN FEET

- DENOTES MONUMENT SET (1/2" X 24" IRON PIPE RLS #18886)
- DENOTES INPLACE IRON MONUMENT
- (R.A.) DENOTES RECORDED AS
- R= DENOTES CURVE RADIUS
- Δ= DENOTES CURVE CENTRAL ANGLE
- L= DENOTES CURVE LENGTH
- C.B.= DENOTES CHORD BEARING
- Ch= DENOTES CHORD LENGTH

NOTES:

1. Bearing and coordinate orientation is based on Houston County Coordinate System, South Zone, N.A.D. 1983, March 1986 Adjustment. Based on this system the northwest corner of Lot 11, Block H, Auditor's Subdivision of Section 9, Township 104, Range 4, La Crescent Township, Houston County, has a coordinate of North 218640.624, East 539011.748.
2. The plat of CLIFF VIEW SECOND ADDITION contains 5.93 acres, more or less, in the Northeast Quarter of the Southeast Quarter and 0.68 acres, more or less, in the Northwest Quarter of the Southeast Quarter all in Section 9, Township 104, Range 4.
3. UTILITY EASEMENT DEFINED: An unobstructed easement for the construction and maintenance of all necessary overhead, underground and surface utilities, including the right to conduct drainage and trimming on said easement.

PREPARED BY:
BLUMENTRITT LAND SURVEYING, P.C.
4240 WEST FIFTH ST.
WINONA, MN 55987
(507) 454-4134

FILE NO. 00-125



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



Policy Regarding Accessory Structures in Residential Districts

The HCZO contains the following language regarding accessory structures in residential districts:

15.4 ACCESSORY USES

Subdivision 1. Incidental to Principal Use. Structures and uses customarily incidental to any of the permitted, interim, or conditional uses listed above and when located on the same property.

29.14 ACCESSORY BUILDINGS AND STRUCTURES

Subdivision 1. Accessory Buildings and Structures in Residential Districts.

- (1) No accessory buildings may be located within five (5) feet of the side lot line or within eight (8) feet of the rear lot line.
- (2) No accessory building shall be located nearer the front lot line than the principal building on the lot.
- (3) No accessory building shall exceed the height of the principal building.
- (4) Accessory buildings, 200 square feet in area or less that are portable and not attached to any foundation, and which meet all other requirements of this ordinance, are permitted uses and do not require a building permit. All other accessory structures in the Residential District, except as provided in paragraph 5 below shall require a conditional use permit.
- (5) No private garage used or intended for the storage of passenger automobiles shall exceed fifteen hundred square feet of gross area nor shall any access door or other opening exceed the height of ten (10) feet. Setback standards shall meet the requirements as set forth in section 14 of this ordinance.
- (6) When a private garage is oriented so as to face onto a public street it shall not be less than twenty (20) feet from the right-of-way line.

Subdivision 3. Accessory Buildings and Structures in All Districts.


- (1) No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.
- (2) Accessory buildings 200 sq. ft. in area or less that are portable and not attached to any foundation, and which meet all other requirements of the ordinance, are permitted uses and do not require a Zoning Permit.
- (3) An accessory building shall be considered as an integral part of the principal building if it is located less than six (6) feet from the principal building.
- (4) Accessory structures located on lake or stream frontage lots may be located between the public road and the principal structure provided it is clearly demonstrated that physical conditions require such a location. In no event, however, shall the structure be located closer than twenty (20) feet to the public road right-of-way.
- (5) An accessory building may be located within the rear yard setback provided that the lot is not a through lot and said accessory building does not occupy more than twenty-five (25) percent of a required rear yard.

The requirements of 29.14 parts 4-6 are unclear and require interpretation. Zoning will implement this language as follows:

1. Structures 200 sf or less do not require a permit, but must meet all applicable performance standards.
2. Structures 200-1,500 sf require a zoning permit and must meet all applicable performance standards, including the 10' door height limit.
3. Structures larger than 1,500 sf require a CUP regardless of the proposed use.

29.14 Subd. 1 (1) and Subd. 3 (5) are interpreted together as allowing the rear yard setback to be administratively reduced to 8' if the conditions specified are met. This only applies to the Residential District.

Drafted 2/21/19
Updated 3/30/20

Number 2020- CUP- 66465	ESSER, ANDREW & KRISTI 080855000 Conditional Use Request Submitted by Andy Esser on 8/31/2020	
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CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 8/31/2020 2:56:34 PM and saved by: Andy Esser

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

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

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

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

Conditional Use Application Fee **\$700.00**

Recording Fee **\$46.00**

Application Type:
Conditional Use

APPLICANT INFORMATION [\[Edit\]](#) Last updated: 8/31/2020 2:57:12 PM and saved by: Andy Esser

Applicant Name **ESSER,ANDREW & KRISTI**

Telephone Number **6087808376**

Address **1298 LOST PARK DR**

City **LA CRESCENT**

Zip **55947**

Parcel Tax ID **080855000**

Legal Description **LOTS 1 & 2 BLOCK 1 DOC #220856**

Section-Township-Range **09/104/004**

Do you own additional adjacent parcels **Yes**

Township of: **La Crescent**

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: 8/31/2020 3:02:29 PM and saved by: Andy Esser

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

Describe in detail your request. **We want to build 42' x 50' shed to be able to store our recreational vehicles and kids cars!**

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

**We have a 22' boat 30' camper plus the trailers/tongue not
included and 2 drivers one this year and one next year plus
all the yard equipment too1**

Requested Dimension: **42' x 50'**

There are no attached documents.

**Please upload any
supporting documents:**

CONDITIONAL USE FINDING OF FACTS [Edit] Last updated: 8/31/2020 3:12:29 PM and
saved by: Andy Esser

[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 it is for storage!**

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

Yes

Comments: **We are going to get rid of our 10 x 16 shed that is packed
to the gills!**

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

No

Comments: **No run off will be the same as is currently now1**

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

No

Comments: **No that should not change at all with the building all water
runs on our property!**

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

Yes

Comments: **It's all clay!**

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

Yes

Comments: **We already have erosion control now before we start building!**

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

Yes

Comments: **Yes the driveway leading to the shed will be off of our current driveway!**

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: **Yes we live on a cul de sac so no neighbors should be affected at all!**

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

Yes

Comments: **Yes there is enough space that traffic will not be affected at all!**

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

Yes

property in the immediate vicinity for the purposes already permitted.

Comments: **It will not affect anybody's property at all1**

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: **No because there is no build able sites near our property it's all recreational use!**

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: **We are far enough away that no one should be affected and there will only be a service door light that shouldn't bother anyone at all!**

No

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: **The shed will be smaller then the house it is just at a higher grade then the house and technically on a separate lot!**

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:

Be cause we are not near any commercial or Indus development sites!

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:

All bases have been covered!

SITE PLAN INFORMATION [Edit] Last updated: 8/31/2020 3:25:16 PM and saved by: Andy Esser

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

Submitted by Applicant

17



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

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

**HERE IS A ROUGH VIEW OF WHERE THE SHED AND
DRIVEWAY WILL BE!!**

APPLICATION SUBMITTAL [\[Edit\]](#) Last updated: 8/31/2020 3:25:52 PM and saved by: Andy Esser

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

Date Signed:
08/31/2020

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

APP SUBMITTED/PAYMENT SELECTION Last updated: 9/3/2020 12:00:24 PM and saved by: Holly Felten

Fee amount paid: **\$746**

LA CRESCENT TOWNSHIP REVIEW [Edit] Last updated: 9/3/2020 12:00:37 PM and saved by: Holly Felten

Notice to Township

Date email sent:
09/03/2020

APPLICATION DATE [Edit] Last updated: 9/4/2020 12:33:36 PM and saved by: Holly Felten

**What Stage is the
Application At?**

Application reviewed and determined complete.

**Application Date
(Complete Application)**

9/3/2020

**Date of Notice of
Incomplete Application**

Comments

**Please upload any
supporting documents:**

There are no attached documents.

DATES [Edit] Last updated: 9/4/2020 12:34:02 PM and saved by: Holly Felten

Advertising Date

9/9/2020

Planning Commission
Meeting Date

9/24/2020

Meeting Time

7:00 PM

Comments

F. Jay Schnoor
1291 Lost Park Drive
La Crescent, MN 55947
507-895-2876
jinspect@acegroup.cc

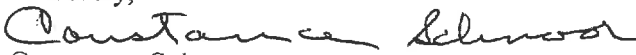
September 9, 2020

Environmental Services Department
304 S. Marshall St.
Caledonia, MN 55921

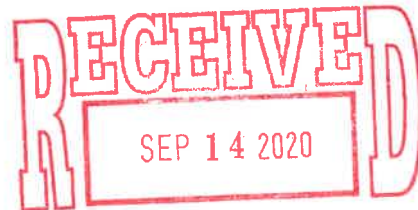
Re: Andrew and Kristi Esser
Request for Conditional Use Permit

We, the undersigned, support this request for a Conditional Use Permit and recommend that you grant their application.

Sincerely,


Constance Schnoor


F. Jay Schnoor



By: _____

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Andrew and Kristi Esser DATE: September 24, 2020

C.U.P. REQUESTED: Accessory Building in a Residential 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)

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

Staff Analysis: The Comprehensive Land Use Plan identifies that urban development will be encouraged in rural areas adjacent to the City of La Crescent. Accessory structures are allowable within urban areas, but are limited in size. Generally, residential lots tend to be smaller, but the applicants own an 8 acre lot.

Bob Conway – Yes
Larry Hafner – Yes
Ed Hammell – Yes, Agrees with SA.
Greg Myhre – Yes
Jim Wieser – Yes, Agrees with SA.

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

Staff Analysis: The applicants plan to remove a small storage shed currently on their property that they have outgrown. In addition, this shed will enable them to store a boat, camper and additional vehicles for future drivers.

Bob Conway – Yes
Larry Hafner – Yes, Much better to store stuff inside a building.
Ed Hammell – Yes, Agrees with Larry Hafner.
Greg Myhre – Yes
Jim Wieser – Yes

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

Staff Analysis: No impacts to the water quality are anticipated.

Bob Conway – Yes
Larry Hafner – Yes, Agree with SA.
Ed Hammell – Yes
Greg Myhre – Yes
Jim Wieser - Yes

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

Staff Analysis: Last month the applicant received a variance to reduce the toe of bluff setback and has since completed an erosion control plan with recommendations on how to remedy some potential erosion issues that come with building in areas such as those.

Bob Conway – Yes

Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes, Agrees with SA.
Greg Myhre – Yes
Jim Wieser – Yes

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

Staff Analysis: Soils are 388E. Soil Survey – Houston County identifies the main limitation as slope to the degree that extensive land shaping is generally needed as well as building to conform to the natural slope of the land. The applicant's proposal is consistent with those recommendations.

Bob Conway – Yes
Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes
Greg Myhre – Yes
Jim Wieser – Yes, Agrees with SA.

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

Staff Analysis: No pollution hazards are anticipated.

Bob Conway – Yes
Larry Hafner – Yes
Ed Hammell – Yes
Greg Myhre – Yes
Jim Wieser – Yes

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

Staff Analysis: This is an existing residential property so all utilities are present, but will be extended to the new structure. That cost lies with the applicant. A new driveway will be constructed and the erosion control plan identifies methods to reduce erosion.

Bob Conway – Yes
Larry Hafner – Yes
Ed Hammell – Yes, Plans to use berms to divert some of the runoff.
Greg Myhre – Yes
Jim Wieser – Yes, Agrees with Ed Hammell.

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

Staff Analysis: NA

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

Staff Analysis: NA

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

Staff Analysis: The neighboring properties are residential. They are on a cul-de-sac and tree cover may block neighboring homes from viewing this proposal. There are steep slopes to the north and east, which limits any future development on properties in those directions.

Bob Conway – Yes
Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes
Greg Myhre – Yes
Jim 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 land surrounding them is fully developed to the extent possible. No impact is anticipated.

Bob Conway – Yes
Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes, Agrees with SA.
Greg Myhre – Yes
Jim Wieser – Yes, Agrees with SA.

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

Staff Analysis: NA

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

Staff Analysis: The shed is not intended to be used as a residence and accessory structures are allowable in the residential district. With just over eight acres, the applicants have a larger lot size than typically found in the residential district.

Bob Conway – Yes
Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes
Greg Myhre – Yes
Jim Wieser – Yes, Agrees with SA

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

Staff Analysis: NA

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

Staff Analysis: As proposed, no impacts to the public's health, safety, moral, and general welfare have been identified.

Bob Conway – Yes

Larry Hafner – Yes, Agrees with SA.
Ed Hammell – Yes
Greg Myhre – Yes
Jim Wieser – Yes

Larry Hafner made a motion to accept the findings as presented. Greg Myhre seconded. Roll call vote was taken. All were in favor. Motion carried.

Larry Hafner made the motion to recommend the Houston County Board approve the Conditional Use application to build an accessory building in excess of 1,500 square feet with the following condition:

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

Greg Myhre seconded. Roll call vote was taken. All were in favor. Motion carried. The Findings will be submitted to the Houston County Board of Commissioners for their review.

Houston County Agenda Request Form

Date Submitted: September 29, 2020

BOARD DATE: October 13, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To accept the Final for Project CP 2020-01 B with Milestone Materials for Maintenance Rock.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract CP 2020-01 (B) – Milestone Materials. Contract 308 is completed at a total cost of \$176,316.49.

WHEREAS, CP 2020-01 (B) has in all things been completed, and the County Board being fully advised in the premises; and

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project for and on behalf of the Houston County DOT and authorize final payment as specified herein.

For County Use Only

Reviewed by:

County Auditor

County Attorney

Zoning Administrator

Finance Director

County Engineer

Environmental Services

IS Director

Other (indicate dept)

Recommendation:

Decision:

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

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION



1124 East Washington St.
Caledonia, MN 55921

Project CP 2020-01 B - CP 2020-01 B Aggregate Stockpiled (Delivered) Milestone
Final Payment No. 3

Contractor:	Milestone Materials 4105 east river road ne rochester, mn 55906
-------------	---

Contract No.	308
Vendor No.	5934
For Period:	8/14/2020 - 8/24/2020
Warrant #	_____ Date _____

Contract Amounts

Original Contract	\$180,343.00
Contract Changes	\$0.00
Revised Contract	\$180,343.00

Work Certified To Date

Base Bid Items	\$176,316.49
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$176,316.49


Funds Encumbered

Original	\$180,343.00
Additional	N/A
Total	\$180,343.00

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
CP 2020-01 B	\$0.00	\$176,316.49	\$0.00	\$167,500.67	\$8,815.82	\$176,316.49
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$8,815.82	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By




County/City/Project Engineer

9/22/2020

Date

Approved By Milestone Materials



Contractor

9/24/20

Date

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-01 B

Final Payment No. 3

Houston County DOT
Certificate of Final Contract Acceptance

Low S.P. No.: CP 2020-01 B

Final Voucher No.: 3

Contract No.: 308

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 7/29/2020 Signature [Signature] County/City/Project
Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$176,316.49 and agrees to the amount of \$8,815.82 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Milestone Materials By Casey Bauer

And _____ And _____

State of Minnesota, Houston County DOT

On This 24 Day September, 2020, Before me appeared Casey Bauer To me
known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
free to act and deed

CASEY BAUER (Corporate Acknowledgment)
And _____, to me personally known, who, being each
by me duly sworn

each did say that they are respectively the Area Manager and _____ of the

Milestone Materials Corporation named in the foregoing instrument, and that the seal affixed to said instrument
is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority
of its

BOARD OF DIRECTORS and said _____ and

acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public
ROBERT J. MAHON
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

My Commission as Notary Public in Olmsted County

Seal Expires 01/31/2025 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-01 B

Final Payment No. 3

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 308
Contractor: 5934 - Milestone Materials
Date Certified: 8/24/2020
Payment Number: 3

Whereas; Contract No. 308 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-01 B

Final Payment No. 3

CP 2020-01 B Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	05/05/2020	07/14/2020	\$10,882.46	\$544.12	\$10,338.34
2	07/15/2020	08/13/2020	\$165,434.03	\$8,271.70	\$157,162.33
3	08/14/2020	08/24/2020	\$0.00	(\$8,815.82)	\$8,815.82
Totals:			\$176,316.49	\$0.00	\$176,316.49

CP 2020-01 B Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
000	176,316.48	0.00	167,500.66	8,815.82	176,316.48
Totals:		\$176,316.48	\$0.00	\$167,500.66	\$8,815.82
					\$176,316.48

CP 2020-01 B Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
036	County Levy	8,815.82	180,343.00	180,343.00	176,316.48
Totals:		\$8,815.82	\$180,343.00	\$180,343.00	\$176,316.48

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. CP 2020-01 B

Final Payment No. 3

CP 2020-01 B Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
CR 249									
6	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$9.23	3900	0	\$0.00	3651.97	\$33,707.68
Totals For Section CR 249:							\$0.00		\$33,707.68
CSAH 12									
1	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$9.23	2200	0	\$0.00	2135.11	\$19,707.07
Totals For Section CSAH 12:							\$0.00		\$19,707.07
CSAH 20									
2	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$9.23	4100	0	\$0.00	3967.92	\$36,623.90
Totals For Section CSAH 20:							\$0.00		\$36,623.90
CSAH 22									
3	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$10.35	2600	0	\$0.00	2466.53	\$25,528.59
Totals For Section CSAH 22:							\$0.00		\$25,528.59
CSAH 23									
4	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$10.30	2000	0	\$0.00	1955.34	\$20,140.00
Totals For Section CSAH 23:							\$0.00		\$20,140.00
CSAH 24									
7	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$8.93	1100	0	\$0.00	1218.64	\$10,882.46
Totals For Section CSAH 24:							\$0.00		\$10,882.46
CSAH 28									
5	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$9.07	2000	0	\$0.00	2037.3	\$18,478.31
Totals For Section CSAH 28:							\$0.00		\$18,478.31
CSAH 32									
8	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED)	TONS	\$7.66	1400	0	\$0.00	1468.47	\$11,248.48
Totals For CSAH 32:							\$0.00		\$11,248.48
Project Totals:							\$0.00		\$176,316.49

AGREEMENT FOR PROVISION OF
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2020 through September 30, 2021.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$10,934 10-01-2020 through 09-30-2021 designated for direct program expenses; \$964.80 (7.5% admin) and \$1174 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs at the following rate: \$400.00 per SNAP enrollment for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$10,934 direct program, \$964.80 administration, and \$1,174 support funds for this program year. This includes the time spent sending

notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
 - 1. Verification that the participant kept their initial appointment as scheduled.
 - 2. A copy of the employment plan.
 - 3. Monthly communication with the Counties verifying each participant's program participation.
 - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.

B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.

C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.

D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.

E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.

F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.

G. Subcontractors are subject to all requirements outlined in this agreement.

H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR
WABASHA CO.
BOARD OF COMMISSIONERS

By _____
Board Chair

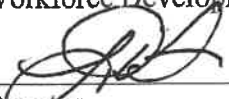
By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.



Director

Date 9-22-2020

FOR
MOWER CO. BOARD OF COMMISSIONERS

By _____
Board Chair

By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.


Director


Date 9-22-2020

FOR
HOUSTON CO. BOARD OF COMMISSIONERS

By _____
Board Chair

By 
Director

Date 9-23-2020

By 
County Attorney

Date 9-23-2020

FOR THE CONTRACTOR
Workforce Development, Inc.


Director

Date 9-22-2020

FOR
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR
Workforce Development, Inc.

By _____
Board Chair


Director

By _____
Director

Date 9-22-2020

Date _____

By _____
County Attorney

Date _____

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: 1/23/2020

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:

Multi County SNAP Employment & Training agreement. Wabasha County hosts a four county program with Workforce Development Inc (WDI) to provide employment and training services for eligible SNAP program participants.

Attachments/Documentation for the Board's Review:

Two copies of contract for signature

Justification:

Action Requested:

Review and approve contract as presented.

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

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: 10/9/2020

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:

Foster Care Education Transportation Agreements. These agreements with each school district in Houston County define who will provide education related transportation for Houston County children placed in foster care, and which entity is financially responsible. Additionally, school districts are required to have these agreements in place to receive Title 1 funding.

Attachments/Documentation for the Board's Review:

Copy of agreement. Language is identical for all four school districts.

Justification:

Action Requested:

Review and approve as submitted.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	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 FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 299 – Caledonia Area Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

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

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #299
CALEDONIA AREA PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Craig Ihrke, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 294 – Houston Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

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

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #294
HOUSTON PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Krin Abraham, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 300 – La Crescent-Hokah Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the HCPH&HS case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

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

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #300
LA CRESCENT-HOKAH PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Kevin Cardille, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 297 – Spring Grove Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
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- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
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6. DISPUTE RESOLUTION:

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- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

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

9. TERMINATION OF CONTRACT:

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10. STANDARDS:

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All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

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The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #297
SPRING GROVE PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Rachel Udstuen, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____