

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 13, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Heather Myhre, Environmental Services Director Aaron Lacher, Recorder Susan Schwebach, Board Clerk/Houston County EDA Director Allison Wagner, Environmental Specialist Amelia Meiners, County Engineer Brian Pogodzinski, County Assessor Lucas Onstad, IT Director Andrew Milde, Accredited Appraiser Cindy Cresswell, DDA Tessia Melvin

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the agenda.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Motion was made by Commissioner Severson, seconded by Commissioner Johnson, motion unanimously carried to approve the board meeting minutes from April 6, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: No public comments were made.

Public Health and Human Services Director Pugleasa provided an update on the COVID-19 pandemic and response from Public Health and Human Services. He shared that Public Health was continuing to vaccinate residents. He said that for the first time the week prior they did not fill one of the vaccination clinics. He said they saw a lot of demand for the Johnson & Johnson

vaccination clinic, and that the Johnson & Johnson clinic had filled up in record time. Pugleasea said that they had been notified that all Johnson and Johnson vaccines had been put on pause for the time being. He said that the goal was to continue to vaccinate residents until the community had reached a level of herd immunity.

CONSENT AGENDA

Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve the consent agenda except for Item No. 5. Item No. 5 was moved to action items. Items approved are listed below.

- 1) Approval to conduct a competitive search for an Appraiser Trainee. (Kruger)
- 2) Approval of contract with Vanguard to conduct quintile review and staff training. (Onstad, Kruger, see attached agreement)
- 3) Hire Terry Ranzenberger as a probationary Recycling Center Lead, B-23, Step 3, effective, April 28, 2021, conditioned upon successful completion of background check. (Kruger)
- 4) Reappoint Brian Pogodzinski, County Engineer to a 4 year term pursuant to Minn. Stat. 163.07, effective May 1, 2021 through April 30, 2025. (Kruger)
- 5) Moved to action items.
- 6) Board approval to submit a letter to MDA regarding gypsy moth project. (Meiners)

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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At 9:38 a.m. Commissioner Walter Moved, Commissioner Myhre seconded, motion unanimously carried to move to a Closed Session pursuant to Minn. Stat. § 13D.03, Subd. 1, (b) to discuss labor negotiations and the DDA Compensation work. All Commissioners, Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, and Tessia Melvin from DDA attended the closed session.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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At 10:51 a.m. Commissioner Walter Moved, Commissioner Myhre seconded, motion unanimously carried to move back to the regular session. Commissioner Walter provided a brief summary of the closed session. She said that they had discussed labor negotiations, wage issues, and preliminary information. No decisions had been made in the closed session.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve the Settlement Agreement with Kruckow Companies, LLC.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to accept the Airport Coronavirus Response Grant Program and authorize Brian Pogodzinski as the Sponsor's Official Representative to sign the grant agreement.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 3 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to award the low bid from Zenke, Inc. in the amount of \$75,434.50 for the 2021 Watermain Improvements.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 4 - Commissioner Johnson moved, Commissioner Severson seconded, motion carried 4-1 to send a letter to Clean Chickens Co. Commissioner Burns voted no. The company would be coming to Houston County for about a week in the summer of 2021 with their USDA mobile slaughtering unit to assist farmers on their farms in slaughtering chickens.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	No	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 5 - Commissioner decided to table approving the 2021 Non-Represented Pay Grid until the next meeting.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Land Use Committee Meeting, Highway Department Meeting, and Southeast MN Communication Board meeting.

There being no further business at 10:20 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, unanimously carried to adjourn the meeting. The next meeting would be a Workgroup Session on April 20, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 20, 2021

9:00a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, EDA Director/Board Clerk Allison Wagner, Recorder Susan Schwebach

Board Workgroup Session

Call to order.

Commissioners discussed various discussion items including an Augedahl construction project, Crooked Creek flood control project, the zoning department, setback requirements, tax abatements, a possible new bike trail, the Historic County Courthouse steps, and work being completed in the Board of Commissioner Meeting Room.

Commissioners Walter and Severson shared with the board that they had attended a Board of Equalization meeting in La Crescent. Commissioner Walter commented that County staff had done a good job with the meeting.

Commissioner Walter shared that the Solid Waste annual meeting was scheduled for June 29th. She also gave an update that the Eagle Scout project was moving forward at Botcher Park and that materials had been purchased.

The meeting was adjured at 10:15 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Fw: Request by Houston County Libraries and SELCO to make presentation to County Board

EDA

Mon 4/5/2021 9:25 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

Allison Wagner

[Houston County EDA](#)

Community and Economic Development Associates (CEDA)

Office: 507-725-5836

Mobile: 507-458-2492

From: Krista Ross <kross@selco.info>

Sent: Friday, April 2, 2021 1:13 PM

To: EDA

Subject: Request by Houston County Libraries and SELCO to make presentation to County Board

*** HOUSTON COUNTY SECURITY NOTICE ***

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Hi Allison,

The Houston County librarians and I would like to make a short presentation to the Commissioners and discuss the need to start negotiations for the next contract for library services.

Would it be possible for us to make our presentation at either the April 27 or May 4 Board of Commissioners meeting?

Best Regards,

Krista

Krista L. Ross

Executive Director

SELCO | Southeastern Libraries Cooperating

SELS | Southeast Library System

2600 19th St NW, Rochester, MN 55901

(507) 288-5513

We Connect Libraries.

Houston County Agenda Request Form

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

Date Submitted: 4-21-21

Person requesting appointment with County Board: Donna Trehus, Auditor-Treasurer

Will you be doing a power point or video presentation xxx No

Issue: Approve Agreement for the Management and Operations of Wildcat Park for the 2021 Camping Season.

Attachments/Documentation for the Board's Review:

1. 2021 Agreement for the Management and Operations of Wildcat Park

Justification:

Action Requested: Approve w/Consent Agenda

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

AGREEMENT FOR THE MANAGEMENT AND OPERATIONS OF WILDCAT PARK

Note: According to the terms of this Agreement, there is also an option to renew the appointment as Park Manager for additional years, at the discretion of the County. If the agreement is to be extended, the terms and conditions for future park/camping season(s) will be negotiated between the parties.

This Agreement is made and entered into this 1st day of May, 2021, by and between the Houston County Board of Commissioners, ("Houston County") and Ed "Jake" Lonkoski, ("Contractor"), an individual, with reference to the following facts:

- A. Contactor is familiar in matters relating to the management and operations of parks and campgrounds; and
- B. Houston County desires to utilize Contractor's management services with respect to the operation of Wildcat Park.

WHEREAS, Houston County has identified a need for 24-hour "around the clock" management and operations of Wildcat Park for the 2021 park/camping season, commencing on May 1st, 2021 and ending September 30, 2021.

WHEREAS, Houston County wishes to purchase such program services from the Contractor;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, Houston County and Contractor agree as follows:

1. Term:

The Term of this agreement shall be from May 1, 2021 through September 30, 2021. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. The park/camping season can be extended by mutual verbal agreement to accommodate extended use based on weather conditions.

It is understood that the parties can meet as necessary during the course of this agreement to determine if adjustments to this Agreement are appropriate. Any such adjustments are at the discretion of the County and subject to County Board approval.

2. Services:

Houston County wishes to purchase and the Contractor agrees to provide the following: See attachment A.

3. Cost and Delivery of Purchased Services:

The amount paid for service will be 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shower use, shelter use, and parking, for the term of the Agreement. The Contractor will collect boat launch fees with all revenue

provided to Houston County. See attachment B for additional financial terms. See attachment C for 2021 Wildcat Park Rates and Fees.

Concession and vending income and expenses including wood sales shall be Contractor's exclusively.

5. Payment for Service.

Houston County will collect the fees from full-season campsite reservations \$52,500.00 in 2021 if all sites are filled). The Contractor, shall keep the first \$39,000 collected in daily fees (or an amount equal to the amount of the seasonal fees collected by the county in the event not all seasonal sites are filled.) After Contractor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall split the fees with Houston County on a 50/50 basis. See attachment B for additional financial terms.

The Contractor is required to make a \$500.00 security deposit with the County. Houston County recognizes the fact that this deposit was made on March 28, 2008 and the county continues to hold this deposit. The deposit will be refunded at the end of the contract, or at the end of any contract extensions agreed to by both parties.

6. RECORDS

The Contractor shall maintain such records and provide Houston County with financial, statistical, and service reports as Houston County may require for accountability. In addition, due to the 2022 Lottery, it will be the Park Manager's responsibility to provide the Auditor/Treasurer with all one time swap,trade or switch site forms for the 2022 camping season by September 22, 2021.

7. INDEPENDENT CONTACTOR:

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with Houston County and shall not be considered employees of Houston County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of Houston County; and the Contractor shall defend, indemnify, and hold Houston County, its officers, agents and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Houston County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with Houston County. And nor shall the Contractor, its employees, agents, and representatives be considered employees, agents and representatives of Houston County.

8. CONTRACTOR STANDARDS AND LICENSES:

This Agreement is contingent upon the Contractor submitting to a criminal history background check and that a review of the background check does not indicate any conviction(s) for a crime of dishonesty or a conviction prohibited by the "Kari Koskinen Manager Background Check Act" as found in Sections 299C.66 to 299C.71 of the Minnesota Statutes. Contractor shall maintain compliance with Minnesota Statutes 327.10 to 327.13 including obtaining all required guest information.

While performing official duties provided for in this Agreement and/or when they are on the park premises, the Contractor or any of the Contractor's employees, shall conduct themselves in such a manner that will not cause public scrutiny and/or embarrassment to the County.

9. CANCELLATION AND TERMINATION

This Agreement may be cancelled by Houston County or Contractor at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The Contractor agrees "notice" of termination shall be deemed sufficient upon Houston County personally serving upon the Contractor and/or mailing via the United States Postal Service the written notice to 109 Main Street, Hokah, MN 55941.

10. LIABILITY

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

IN WITNESS WHEREOF, Houston County and the Contractor have executed this agreement as of the day and year first written above:

Contractor, having signed this Agreement, and the Houston County Board of Commissioners having duly approved this Agreement on _____, and pursuant

to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

CONTRACTOR:

HOUSTON COUNTY:

Ed "Jake" Lonkoski
109 Main St
Hokah, MN 55941

Robert Burns, Board Chairperson

Approved as to form and execution:

Sam Jandt
Houston County Attorney

Attachment A:
Houston County Wildcat Park Management Service Definition

Contractor Duties:

1. The Contractor shall perform all duties related to the management and operation of Wildcat Park, except where specified below that Houston County will provide a specific service. Contractor agrees to perform the services of Park Manager in a professional manner, and to the satisfaction of the Houston County Board of Commissioners and/or Wildcat Park Committee with the understanding that this Agreement may be terminated immediately by Houston County in the event that the County's interests are not being met.
2. In preparation for the 2021 park/camping season, the Contractor may have access to Wildcat Park prior to May 1st, 2021 and begin taking reservations when practical.
3. Contractor shall be diligently responsible for the "around the clock" or "24-hour operation" of Wildcat Park for the term(s) of this agreement. Responsibilities for the "around the clock" or "24-hour operation" of Wildcat Park includes, but is not limited to:
 - a. The collection of fees for camping, camping with utilities, shelter use, shower use, boat ramp and parking;
 - b. Enforcing all park rules and regulations and providing adequate supervision over park activities.
 - c. Maintaining the cleanliness of the park grounds so that they are presentable and safe for use, at all times;
 - d. The cleaning and restocking of supplies for the bathroom and shower facilities;
 - e. Monitoring and enforcing all applicable park ordinances, rules and regulations; and
 - f. Maintaining the safe and orderly use of the park, for the quiet enjoyment of all campers.
2. The Contractor will not be required to be on-site, 24 hours per day, seven days per week, but will be required to have a mechanism in place addressing how camper concerns will be handled and fees collected, when they are not present.
3. Contractor shall not conduct or allow any activities on the premises covered by this agreement which are, in the opinion of Houston County, contrary to good morals or otherwise objectionable and/or prohibited by law.
4. Contractor shall not sell, store, dispense or permit the sale, storage or dispensing of any alcoholic beverages on the premises covered by this agreement.
5. Contractor shall not conduct or allow any gambling or games of chance on the premises covered by this agreement.
6. Contractor shall not make any additions or alterations to park facilities without approval from Houston County.

7. Contractor or any employees of the Contractor, shall not in any way forbid or restrict the public from the full use and quiet enjoyment of the Park and its facilities unless park rules/regulations prohibit such use.
8. Contractor shall not discriminate against any camper, employee or applicant for employment or person seeking access to the Park on the basis of their age, race, sex, creed, color, disability, national origin, marital status or sexual preference.
9. The Contractor shall be responsible for all cleaning and maintenance including the cleaning of all shelters, buildings, bathrooms and the shower building, including the bathroom sinks and showers. Houston County will furnish all toilet paper, hand sanitizer, etc. for the public restrooms at Wildcat Park, with the understanding that the Contractor will restock each bathroom with toilet paper and supplies as needed. The Contractor shall be responsible for providing all other products, cleaning supplies and/or maintenance expenses.
10. The Contractor will be responsible for cleanliness and mowing of the park grounds. The Contractor's responsibility in this area includes mowing, picking up of trash, litter, branches or debris and the cleaning/emptying of the fire pit/campfire rings, as needed. The Contractor will be responsible for providing mowing and weed eating equipment, maintaining said equipment, and providing the gas and the labor involved with mowing.
11. The Contractor will monitor the use of dumpsters to ensure they are being used by campers only, and that only camping refuse is being dumped and communicate with Houston County for refuse pick up.
12. The Contractor will monitor the use of the sewage dumping stations to ensure that only campers are using them, and that only camping sewage is being dumped and communicate with Houston County for station servicing. The Contractor shall also be responsible for expenses incurred for their personal camper on the manager's site, if applicable.

County Duties:

4. Houston County will be responsible for the disposal of all refuse generated by the park, for each season, with the understanding that the Contractor will monitor the use of the dumpsters.
5. Houston County will pay for the pumping of the park's sewage holding tanks, with the understanding that the Contractor will monitor the use of the sewage dumping stations.
6. The County shall maintain appropriate license for operating Wildcat Park as a "Recreational Camping Area."

Houston County Wildcat Park Management Service Financial Terms

1. As compensation for the full and faithful performance of the duties, obligations and responsibilities described in this Agreement, the Contractor shall receive 50% of the gross receipts derived from the collection of fees for camping, camping with utilities, shelter use, and parking, for the term of the Agreement. It is understood and agreed that Houston County shall retain the entire amount collected upfront for seasonal campsites \$52,500.00 in 2021 if all sites are filled). In return, Contractor shall keep the first \$39,000.00 collected in daily fees (or an amount equal to the amount of the seasonal fees collected by the county in the event not all seasonal sites are filled). After Contractor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall split the fees with Houston County on a 50/50 basis.
2. Contractor will collect fees from boat launch use and provide 100% to Houston County by the tenth of the following month in conjunction with the other collected fees, as described in Attachment B, item 4, below.
3. Contractor will be required to use sequentially numbered duplicate receipts, provided by the County, for all fees collected with respect to camping, camping with utilities, shelter use, boat launch and parking.
4. Contractor shall submit a monthly accounting report of the sequentially numbered duplicate receipts that were used for the gross fees collected for camping, camping with utilities, shelter use, shower use, and parking to Houston County by the tenth of the following month. Once the Contractor has collected an amount equal to the seasonal fees retained by Houston County, the contractor shall also submit to Houston County by the tenth of the following month a check equal to 50% of the fees collected.
5. Houston County shall remit the sales tax collected for the seasonal sites to the Contractor by June 1st. Upon receipt of this payment, Contractor shall immediately submit the sales tax to the State of Minnesota.
6. Concession and vending income and expenses including wood sales shall be Contractor's exclusively.
7. Contractor shall be required to have a Minnesota Sales Tax number and remit all sales tax to the Minnesota Department of Revenue as required.
8. Houston County shall be responsible for the electrical expenses at Wildcat Park, with the exception of the portion paid by the Seasonal campsites.
9. Contractor shall be responsible for the phone bill at Wildcat Park.

Attachment C

Houston County Wildcat Park Rates and Fees

WILDCAT PARK RATES:

The following rates shall apply for the 2021 season:

Seasonal Rates	\$300.00 per month/\$1,500.00 per season, plus the actual cost of electricity (\$275.00 electricity deposit required)
Monthly Rate	\$425.00 per month
Electric Sites	\$40.00 per night
Primitive Sites	\$20 per night, per camping unit
Shelter Rental	\$50.00 per day plus tax; <i>A damage deposit may be required at the discretion of the Park Manager.</i>
Boat Launch Fee	\$5.00 daily fee and \$25.00 Season Pass <i>(Fine of \$100.00 for non-compliance of fee)</i>
Non-Camper overnight parking fee	\$5.00 per night

The fine for parking overnight without paying the appropriate fee in advance is \$25.00 per night.

Reservations will be accepted for a minimum of two nights on weekends. **Holiday Weekends (Memorial Day, Independence Day and Labor Day) require a three-night reservation.** However, any sites that remain available on the weekend may be rented out for one night at a time, per the discretion of the park operator.

It is also understood that if two campers share the same campsite, they should each be charged full-price.

Check-out time: 12:00 PM (Noon)

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: 22-Apr-21

Person requesting appointment with County Board: Aaron Lacher/Andy Milde

Issue:

Offering hybrid meeting formats for public hearings is time consuming and unnecessary.

Justification:

The vast majority of Board Members and public attending utilize the virtual option. Accommodating the hybrid option requires time ES and IT that could be better spent in other ways. The minimal utilization of the in-person option does not justify the efforts needed to accommodate it.

Action Requested:

Planning Commission and BOA will utilize the same format for meetings as does the County Board.

For County Use Only						
Reviewed by:	_____	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
AGENDA REQUEST FORM
April 27, 2021**

Date Submitted: 04.22.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

Labor

- **Approve the 2021 Non-Represented Pay grid (attached)**

Facilities

- **Consider approval of contract with Collaborative DesignGroup for CDs for the east steps (attached)**
- **Determine floor covering for commissioners room remodel (see attached)**

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Assign David Feuerhelm from B23 Step 1, to B24 Step 1, Certified MN Appraiser – Income Qualified effective retro to April 7, 2021 (date of MN Board of Assessors decision)**

Environmental Services

- **Accept the resignation of Aaron Lacher, Environmental Services Director, effective the end of the business day May 14, 2021, and thank him for his service to the residents of Houston County**
- **Initiate a competitive search for an Environmental Services Director**
- **Appoint Amelia Meiners as the Houston County Zoning Administrator pursuant to Minn. Statute 394.29, effective May 17, 2021**
- **Appoint Amelia Meiners as the Interim Houston County Environmental Services Director, D61, Step 1, effective May 17, 2021**
- **Initiate a competitive search for a 1 FTE, Technical Clerk 1, B21**
- **Hire Rick Frank as a 67 day employee assist with the administration of the Houston County Solid Waste Ordinance and provision of recycling and solid waste services. Assist with other duties as needed at an hourly rate of \$30.00**
- **Contract with Winona County to supplement feedlot obligations (attached)**

Reviewed by:

X HR Director

X Finance Director

X IS Director

 County Attorney

X Environmental Svcs

County

Sheriff

County

Engineer

PHHS

Other

(indicate

dept)

Recommendation:

Decision:

2021 Non-Union, Appointed and Elected Official Wage Grid

2021 Non-Union, Appointed and Elected Official Wage Grid

\$1 \$1 Increase effective 1/1/2021

*Grid represents hourly equivalents for Exempt employees.

BANDING	Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours
C41	\$ 23.98	\$ 24.92	\$ 25.80	\$ 26.73	\$ 27.64	\$ 28.56	\$ 29.51	\$ 30.50	\$ 31.53
C42	\$ 25.28	\$ 26.26	\$ 27.30	\$ 28.31	\$ 29.36	\$ 30.37	\$ 31.37	\$ 32.43	\$ 33.54
C43	\$ 26.52	\$ 27.56	\$ 28.58	\$ 29.59	\$ 30.63	\$ 31.66	\$ 32.73	\$ 33.85	\$ 34.97
C44	\$ 27.25	\$ 28.34	\$ 29.37	\$ 30.43	\$ 31.48	\$ 32.58	\$ 33.65	\$ 34.82	\$ 36.00
C51	\$ 27.94	\$ 29.03	\$ 30.17	\$ 31.26	\$ 32.35	\$ 33.43	\$ 34.57	\$ 35.76	\$ 36.95
C52	\$ 29.51	\$ 30.69	\$ 31.81	\$ 32.98	\$ 34.13	\$ 35.30	\$ 36.49	\$ 37.72	\$ 39.02
C53	\$ 31.17	\$ 32.37	\$ 33.58	\$ 34.84	\$ 36.05	\$ 37.30	\$ 38.58	\$ 39.87	\$ 41.22
D61	\$ 34.04	\$ 36.19	\$ 38.44	\$ 40.63	\$ 42.87	\$ 45.06	\$ 46.59	\$ 48.18	\$ 49.87
D62	\$ 35.97	\$ 38.28	\$ 40.45	\$ 42.95	\$ 45.30	\$ 47.67	\$ 49.27	\$ 50.98	\$ 52.73
D63	\$ 38.32	\$ 40.72	\$ 43.11	\$ 45.53	\$ 47.95	\$ 50.37	\$ 52.09	\$ 53.89	\$ 55.79
E81	\$ 41.89	\$ 44.51	\$ 47.12	\$ 49.79	\$ 52.43	\$ 55.09	\$ 56.96	\$ 58.93	\$ 61.02
E82	\$ 44.27	\$ 47.05	\$ 49.82	\$ 52.61	\$ 55.43	\$ 58.24	\$ 60.21	\$ 62.31	\$ 64.50
E83	\$ 47.11	\$ 50.07	\$ 53.00	\$ 56.01	\$ 58.99	\$ 62.00	\$ 64.10	\$ 66.33	\$ 68.67

Public Health Nursing wage ranges: (For Nurses Only)
(w/ 3% market adjustment in 2003; and \$3 market adjustment in 2006)

*Grid represents hourly equivalents for Exempt employees.

BANDING	Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours
C51	\$ 33.38	\$ 34.52	\$ 35.63	\$ 36.78	\$ 37.90	\$ 39.03	\$ 39.39	\$ 41.24	\$ 42.64
C43	\$ 31.87	\$ 32.93	\$ 34.20	\$ 35.33	\$ 36.50	\$ 37.67	\$ 37.96	\$ 39.76	\$ 41.15
C42	\$ 30.60	\$ 31.64	\$ 32.73	\$ 33.77	\$ 34.81	\$ 35.88	\$ 36.21	\$ 37.85	\$ 39.16
C41	\$ 29.25	\$ 30.25	\$ 31.18	\$ 32.13	\$ 33.04	\$ 34.00	\$ 34.35	\$ 35.89	\$ 37.09

*Drop-site Supervisor Wage Schedule:

Step 1 (520 hrs)	Step 2 (520 hrs)	Step 3 (520 hrs)	Step 4 (520 hrs)	Step 5 (520 hrs)
\$ 15.19	\$ 16.09	\$ 16.95	\$ 17.83	\$ 18.72

Newly hired employees shall be placed at the first step of the wage scale.

From this point forward, employees shall progress through the wage steps and advance to the next highest pay rate upon completing 520 hours of work.

*Temporary/Seasonal Help Wage Schedule: \$ 14.68

*Veterans Service Drivers: \$ 14.68

*Sheriffs Office Transport Officers: \$ 17.64

*Pursuant to MS 179.03, subd. 14, employees in these positions are paid an hourly wage and are not entitled to any other benefits established by any of the County's collective bargaining agreements or policies.

Approved:

HILLER COMMERCIAL FLOORS



2909 South Broadway
Rochester, MN 55904
P: 888-724-1766
F: 507-288-8877

Flooring Proposal for Houston County Courthouse

Board Room

Per SE Minnesota Co-op Contract 21.12 Flooring

Immerse Ponder	Courthouse Standard	Take-up & haul old Carpet	Remove old glue	Floor Prep allowance	Subfloor \$3.80/ft (216sf)	Vinyl Base	Floor Fill Allowance	
<u>\$34.00/lyd</u> Installed	<u>\$37.50/lyd</u> Installed	<u>\$5.00/lyd</u>	<u>\$45/sf</u>	<u>\$94.00/hr</u>		<u>\$2.50/ft</u>	<u>\$134/bag</u>	
Partial Room To Gate Entire Room	80yd 140yd	\$ 3,720.00 -----	\$ 220.00 \$ 468.00	\$ 226.80 \$ 469.80	\$ 376.00 \$ 564.00	\$ 820.80 \$ 820.80	\$ 150.00 \$ 350.00	\$ 268.00 \$ 536.00
								\$ 5,781.60 \$ 8,458.60

Submitted By:

Dave Bahr

Dave Bahr
Hiller Commercial Floors
April 21, 2021
DB/ib



April 16, 2021

Theressa Arrick-Kruger
Human Resource Director | Facilities Manager
Houston County
304. Marshall St. Suite 208
Caledonia, MN 55921

Re: Proposal for Design Services - REVISED
Project: Houston County Courthouse – Concrete Entrance Stairs

Dear Tess,

Collaborative Design Group is pleased to present our proposal to assist you with the design for this project. With this fee letter, CDG proposes to provide the services outlined below.

PROJECT DESCRIPTION

We understand that Houston County has decided to construct cast in place concrete entrance stairs to replace the existing deteriorating stone stairs. This project will include the preparation of construction documents and assistance with bidding. Construction administration is not included, but can be provided as an additional service if requested.

Our proposed scope of work is as follows:

SCOPE OF WORK

Construction Documents

- Prepare construction documents including drawings and specifications required for competitive contractor bidding.
- Attend teleconference meetings as required to communicate our recommendations and design.

Bidding

- Conduct a teleconference prebid meeting with interested contractors.
- Answer contractor questions and issue addenda as required.
- Assist with the review of the bids and choice of contractor.

April 12, 2021
Theresa Arrick-Kruger
Proposal for Design Services
Houston County Courthouse – Concrete Entrance Stairs



COMPENSATION

Our compensation for providing the above basic services will be invoiced as a fixed fee of \$3,550.00, including normal expenses as outlined below.

- Construction Documents \$2,750.00
- Bidding \$ 800.00

EXPENSES

1. Automobile expenses for vehicles, including mileage, parking, or use of rental car.
2. Reproduction and plotting of drawings, specifications and reports.
3. Postage, handling, and delivery costs.

ADDITIONAL SERVICES

Compensation for authorized Additional Services will be computed on a Time and Materials Basis according to our Hourly Rate Schedule.

INVOICES

Invoices will be submitted monthly for services performed during the previous month. Payment is due upon receipt of the invoice. Interest will be added to accounts in arrears (30 days) at the rate of one percent (1.0%) per month (12% per annum) or the maximum rate allowed by law, whichever is less. For the collection of any delinquent account, Collaborative Design Group, Inc. will be reimbursed for all court costs and reasonable attorneys' fees incurred.

LIMITATION OF LIABILITY

It is agreed that Collaborative Design Group, Inc.'s liability to you for any nature of damages arising out of or caused by any error, omission, negligence, strict liability, breach of contract or breach of any other obligation in connection with this Agreement shall be limited to a sum not to exceed \$25,000, or the amount of A/E fees received pursuant to this Agreement, whichever is greater, and that you will accept this limited amount as full satisfaction of all claims you may assert for damages arising from Collaborative Design Group's services.

ACCEPTANCE

If this proposal is acceptable to you, please indicate by signing below and returning a copy for our records. We are prepared to begin this project immediately. If you have any questions, please do not hesitate to call.

Very truly yours
Collaborative Design Group, Inc.


Craig Milkert, PE
Principal

Authorized by:
Houston County

Signature: _____
Title: _____
Date: _____

April 12, 2021
 Theresa Arrick-Kruger
 Proposal for Design Services
 Houston County Courthouse – Concrete Entrance Stairs



Hourly Rate Schedule

STANDARD BILLING RATES – 2021

POSITION	HOURLY RATES
Principal Architect	\$200/hr
Sr. Project Manager	\$165/hr
Project Manager	\$135/hr
Sr. Project Architect	\$135/hr
Project Architect	\$125/hr
Architect	\$110/hr
Architectural Designer 2	\$125/hr
Architectural Designer 1	\$95/hr
Historic Preservation Specialist	\$135/hr
Sr. Interior Designer	\$115/hr
Project Interior Designer	\$105/hr
Interior Designer	\$95/hr
Design Intern	\$65/hr
Principal Structural Engineer	\$200/hr
Sr. Structural Engineer	\$135/hr
Structural Engineer	\$130/hr
Structural Engineer, EIT	\$110/hr
Structural Designer	\$110/hr
Roofing Specialist	\$145/hr
Building Envelope Specialist	\$120/hr
Construction Observer	\$100/hr
Technician	\$90/hr
Digital Technician	\$90/hr
Drafter	\$90/hr
Clerical	\$80/hr

HOUSTON- WINONA COUNTY
Professional Services
Inter-Agency Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and the County of Winona, acting through its Board of Commissioners, (hereinafter WINONA).

WHEREAS, HOUSTON and WINONA pursuant to Minnesota Statutes Chapter 375, are empowered to procure and supply professional/technical services, and

WHEREAS, HOUSTON is in need of professional services to assist with its obligations and duties set forth in Houston's *MPCA County Feedlot Program Delegation Agreement Work Plan*, and

WHEREAS, WINONA represents it has employees that are duly qualified and willing to perform the services set forth in this CONTRACT.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This contract shall be effective on May 15, 2021 or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through December 31, 2021 unless cancelled pursuant to the provisions set forth in clause V. herein.

II. WINONA and HOUSTON DUTIES

WINONA will provide professional services of a qualified feedlot inspector. Specifically, WINONA will provide the following Feedlot deliverables in compliance with Houston's 2020 *MPCA County Feedlot Program Delegation Agreement Work Plan* attached hereto as Appendix A:

- To perform a minimum of 25 feedlot inspections. Houston County will provide a list of sites.
- An "inspection" should include the site visit; follow up letters, checklists and required documentation; and tempo data entry that meets the minimum performance requirements as identified in the 2020-1 Delegation Agreement.
- A summary report of current program status shall be submitted to Houston County by August 15, 2021 and November 15, 2021.

The precise time frame for the inspection services is based upon the availability of the WINONA staff and determined in close communication with HOUSTON.

HOUSTON shall supply WINONA with requisite information.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration. All services performed and materials supplied by WINONA pursuant to this CONTRACT shall be paid by HOUSTON as follows:

- Compensation. HOUSTON agrees to pay WINONA Fifty-two dollars and fifty-five cents (\$52.55) per hour of feedlot inspector services described above.
- Reimbursement. HOUSTON agrees to pay WINONA mileage for travel based on the GSA rate of \$0.56/mile. No other subsistence expenses shall be paid to WINONA.

B. Payments. WINONA will provide HOUSTON a monthly invoice by the 15th of each calendar month. All payments are due within thirty (30) days of the date of the invoice.

IV. AUTHORIZED REPRESENTATIVES

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

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

Name: Amelia Meiners
Address: Interim Environmental Services Director
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5800
E-Mail: amelia.meiners@county.houston.mn.us

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

Name: Kay Qualley
Planning & Env. Services Director
Address: 202 West 3rd Street
Winona, MN 55987
Telephone: (507) 457-6337
E-Mail: kqualley@co.winona.mn.us

V. CANCELLATION AND TERMINATION

This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, WINONA shall be entitled to reimbursement for expenses as set forth above.

VI. ASSIGNMENT

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

VII. LIABILITY

The Feedlot Inspector is an employee of WINONA and is not an employee of HOUSTON. employees at all time remain under the direction and supervision of WINONA. HOUSTON employees at all time remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

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

VIII. INSURANCE REQUIREMENTS

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

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

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

IX. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either WINONA or HOUSTON. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT.

X. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to WINONA by HOUSTON and work generated by WINONA as a result of this agreement will be delivered within ten business days HOUSTON's request for documents.

XII. AMENDMENTS

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

XII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: VII, Liability; IX, Government Data Practices Act; and X, Intellectual Property Rights.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

APPROVED:

WINONA COUNTY

By: (authorized signature)

Name: Robert Burns
Title: County Board Chair
Date: April , 20121

Name: Ken Fritz
Title: County Administrator
Date: May , 2021

HOUSTON COUNTY
By: (authorized signature)

WINONA COUNTY
By: (authorized signature)

Name: Aaron Lacher
Title: Env. Services Director
Date: April , 2021

Name: Kay Qualley
Title: Planning/Env. Services Director
Date: May , 2021

APPROVED AS TO FORM AND EXECUTION:

By:

By:

Name: Samuel Jandt
Title: County Attorney
Date: April , 2021

Name: Karin Sonneman
Title: County Attorney
Date: May , 2021

Houston County Agenda Request Form

Date Submitted: April 21, 2021 Board Date: April 27, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed for the transfer of \$150,000 in airport entitlement funds to City of Owatonna, MN for the Owatonna Degner Regional Airport with repayment due no later than May 15, 2022.

Attachments/Documentation for the Board's Review:

Airport fund transfer agreement.

Justification:

Action Requested:

Board to approve the agreement and also to approve Brian Pogodzinski to electronically sign for the County.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input 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)	
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.

AGREEMENT BETWEEN THE CITY OF OWATONNA, MINNESOTA

AND

HOUSTON COUNTY, MINNSOTA

- I. This document is memorialization of the Agreement between Houston County and the city of Owatonna that Houston County does hereby authorize \$150,000 of Federal Entitlement dollars, earmarked for the Houston County Airport, be transferred to the city of Owatonna for its use at the Owatonna Degner Regional Airport, subject to the following conditions:
- II. Houston County agrees to sign and file FAA Form 5100-110 "Request for FAA Approval of Agreement for Transfer of Entitlements" (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfer of Federal Entitlement dollars. However, in full consideration of this agreement, the city of Owatonna agrees to return to Houston County \$150,000 of Federal Entitlement dollars earmarked for the Owatonna Degner Regional Airport no later than May 15, 2022.
- III. All parties acknowledge that this agreement is in full consideration, which will allow for \$150,000 of Federal Entitlement dollars to be transferred to the city of Owatonna on or about May 1, 2021.

This agreement is fully stated and cannot be cancelled, modified, or in any way changed without the express written permission of both parties.

Kris Busse
City Administrator

Brian Pogodzinski, P.E.
County Engineer



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: HOUSTON COUNTY, MN

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): HOUSTON COUNTY AIRPORT (CHU)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NONPRIMARY	2018	\$ 75,286.00
NONPRIMARY	2019	\$ 74,714.00
Total		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
OWATONNA DEGNER REGIONAL (OWA)

Name of Receiving Airport's Sponsor: OWATONNA, MN

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 10/31/2021 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name:

Title:

Date:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Authorized Official:

Signature of Sponsor's Attorney:

Houston County Agenda Request Form

Date Submitted: April 21, 2021 Board Date: April 27, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Change Order #4:

1. Consider approving a changes to the Architectural and Structural plans to accomodate for PEMB Drawings. 2. Relocate electrical service equipment. 3. Add sand interceptor to truck wash waste piping.

Attachments/Documentation for the Board's Review:

Change Order #4 from Wieser Brothers with estimate.

Justification:

Action Requested:

Signature Required if approved.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<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 determine if the request will be heard at a County Board meeting.



CHANGE ORDER REQUEST # 4

Project Name: Houston County Hwy Department

Job # 220193

Date: 4/9/2021

DESCRIPTION OF WORK TO BE DONE:

Changes to cost for project accrued with CB #1

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Structural Steel		\$536.00	\$2,010.00		\$2,546.00
Concrete	\$817.35	\$952.00			\$1,769.35
Plumbing	\$9,800.00		\$14,000.00		\$23,800.00
Windows			\$423.00		\$423.00
Pre-Engineered Metal Building			\$1,469.00		\$1,469.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal	\$10,617.35	\$1,488.00	\$17,902.00	\$0.00	
					Subtotal \$30,007.35
					Contractor's Fee \$3,000.76
					Total for Change Order \$33,008.11

Approval: _____

Date: _____

Contingency After COR #4 (If Approved) = \$228,894.87



HSR Associates
100 Milwaukee Street
La Crosse, WI 54603
608.784.1830
www.hsrassociates.com

Bulletin Requesting Proposal for Contract Change

Project:	Houston County Highway Department 1124 E. Washington St. Caledonia, MN 55921	Bulletin No.:	01
Owner:	La Crescent Hokah School District	Date:	March 12, 2021
To:	Kevin Barnes Weiser Brothers General Contractor 200 Twilite Street La Crescent, MN 55947	HSR Project No.:	20042
		Contract For:	Construction
		Contract Date:	

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

This bulletin presents sheet markups and revisions related to the following items. Price the following items individually. Provide pricing breakouts for multiple items in numbered changes.

1. Changes to Architectural & Structural plans to accommodate for PEMB drawings
 - a. Added columns, piers, footings
 - b. Dimensioning changes along column line B and K
2. Relocate electrical service equipment.
3. Add sand interceptor to truck wash waste piping
 - a. Replace pit drain with trench drain
 - b. Re-route piping based on sand interceptor location.

Contractor to return acknowledgment of this bulletin to this office by indicating:

- ☐ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract

Contractor Signature

Date

Revised Sheets: A101, A100, P000, P100, P101, P110, P111, P200,

Document:

See snips from architectural, plumbing, & structural sheets in the text of this document showing items.

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected. The breakouts that follow are intended for organization of pricing information. Include all changes shown on the revised sheets in pricing.

HSR ASSOCIATES
Ethan Klein

Copies to:

Kevin Barnes – Weiser Brothers General Contractor, Inc.
Mariah Mueller – Weiser Brothers General Contractor, Inc.
Brian Pogodzinski – Houston County
Kyle Schauf – HSR Associates
Ryan Johnson – HSR Associates
Alyssa Frank – HSR Associates
Ron Knapmiller – HSR Associates
Kylie Veerkamp – HSR Associates
Scott Gerzsik – HSR Associates
David Boldt – RA Smith, Inc.
Steve Kelly – HSR Associates

File - HSR Associates

1.) Changes to Architectural & Structural plans to accommodate for PEMB drawings

Sheet S001 – Structural Notes

1. Revise concrete strength for foundation walls and integral piers
2. Revise material strength requirements for anchor rods

Sheet S002 – Structural Schedules

Sheet S100 – Foundation Plan

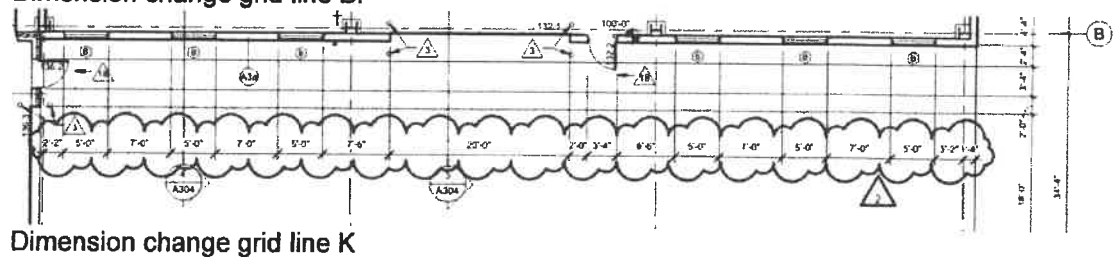
Sheet S200 – Framing Plans

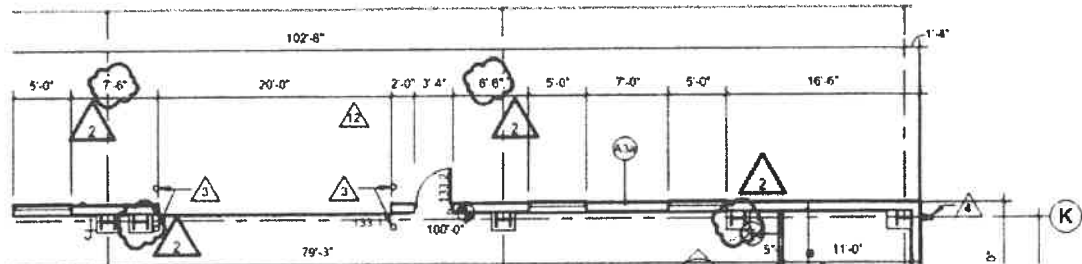
Sheet S800 – Foundation Details

Sheet S801 – Foundation Details

Dimensioning changes along column line B and K - A101, A100

Dimension change grid line B.





2.) Relocate electrical service equipment:

- a) Relocate Interior 800 amp fused safety switch to adjacent wall, common with fire pump room 135 - to avoid conflict with new column. Install to meet all codes for electrical service entrance and clearances.

3.) Add sand interceptor to Truck Wash 136 waste piping.

- a. Replace pit drain with trench drain.
- b. Add sand interceptor
- c. Re-route drain piping to main from sand interceptor

SPECIFICATION CLAUSE

S300K POWERDRAIN - LOAD CLASS F

GENERAL

THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE S300K CHANNEL SYSTEM WITH DUCTILE IRON EDGE RAILS AS MANUFACTURED BY ACO POLYMER PRODUCTS, INC.

MATERIALS

CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN DUCTILE IRON EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:

COMPRESSIVE STRENGTH: 14,000 PSI
FLEXURAL STRENGTH: 4,000 PSI
TENSILE STRENGTH: 1,500 PSI
WATER ABSORPTION: 0.07%
FROST PROOF: YES
DILUTE ACID AND ALKALI RESISTANT: YES
B117 SALT SPRAY TEST COMPLIANT: YES

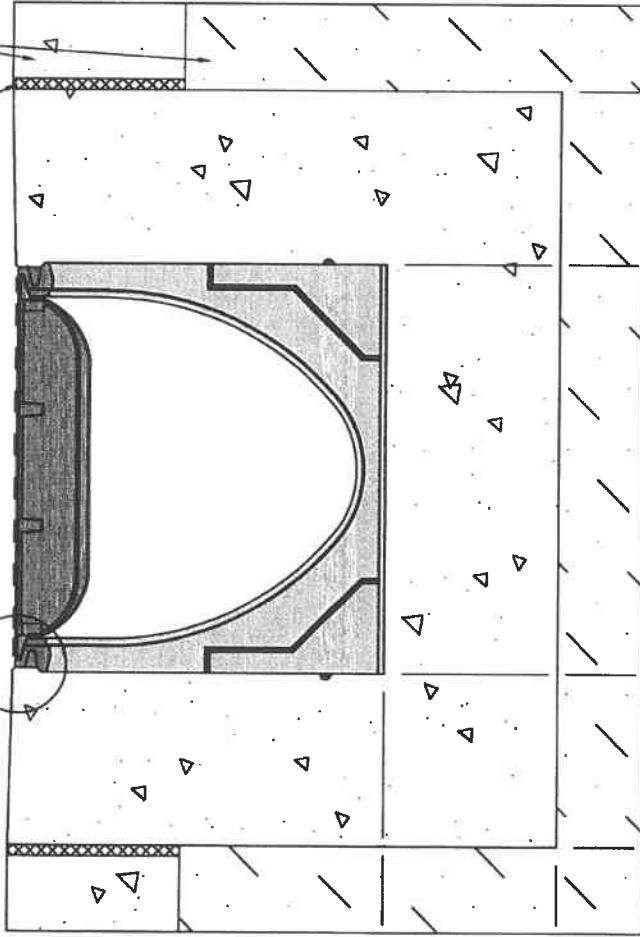
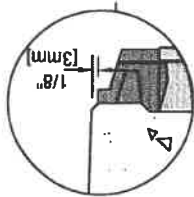
THE SYSTEM SHALL BE 12" (300mm) NOMINAL INTERNAL WIDTH WITH A 14.2" (390mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO POLYMER PRODUCTS, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO POLYMER PRODUCTS, INC.

CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING 'POWERLOK' BOLTLISS LOCKING SYSTEM. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

EXPANSION JOINT TO
ENGINEER'S DETAILS
SEE NOTE 3

SEE NOTE 4



12" [300mm]

12" [300mm]

NOTES:

1. IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. ENGINEERING ADVICE MAY BE REQUIRED.
2. MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. ENGINEERING ADVICE MAY BE REQUIRED.
4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" [3mm] ABOVE THE TOP OF THE CHANNEL EDGE.
5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.
6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.

SK3-F-ECP



DATE: 08/25/15

S300K - POWERDRAIN - LOAD CLASS: F

Exposed Concrete Pavement

INSTALLATION DRAWING - ACO DRAIN

ACO Polymer Products, Inc.

825 W. Beechcraft St.
Casa Grande, AZ 85122
Tel: 520-421-9888
Fax: 520-421-9889

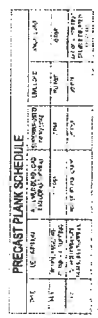
9470 Pinecone Dr
Mentor, OH 44060
Tel: 440-639-7230
Fax: 440-639-7235

4211 Pleasant Rd.
Fort Mill, SC 29708
Tel: 440-639-7230
Fax: 803-802-1063

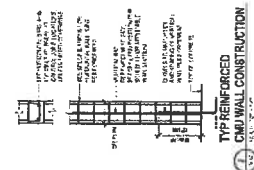
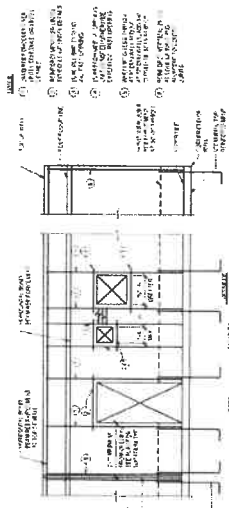
Arizona Tel: 888-490-9552 e-mail: sales@acousa.com Ohio Tel: 800-543-4764

www.acousa.com

South Carolina Tel: 800-543-4764



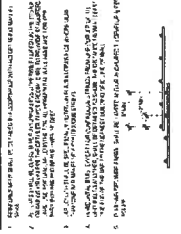
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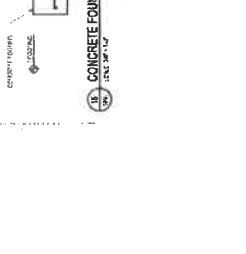
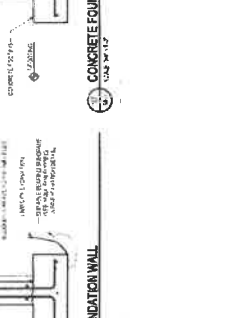
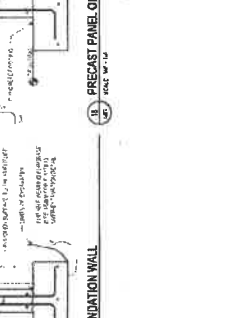
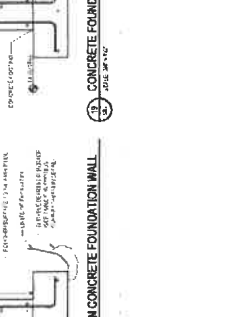
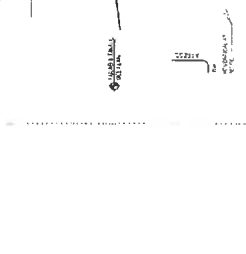
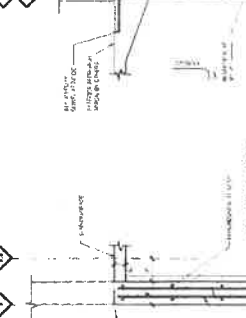
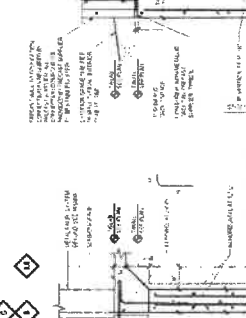
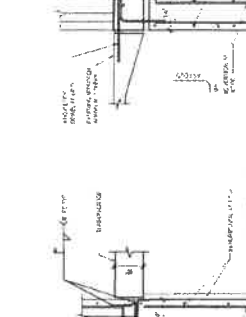
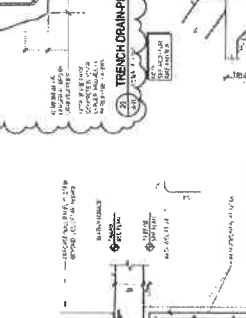
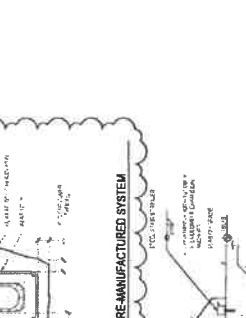
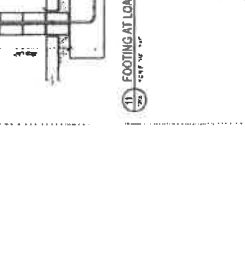
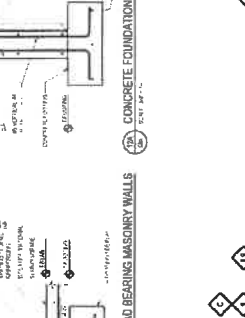
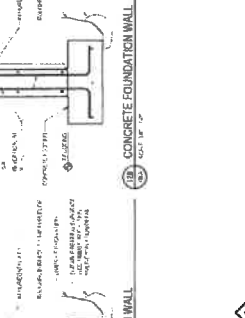
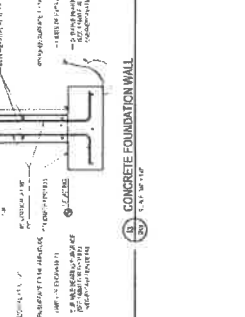
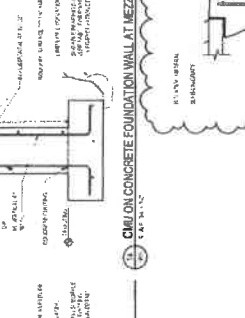
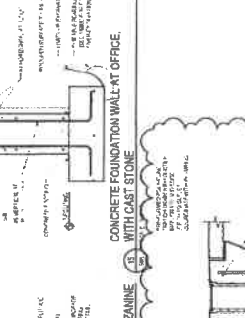
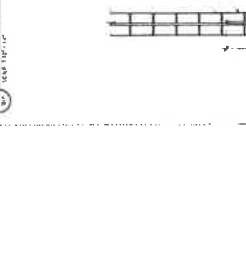
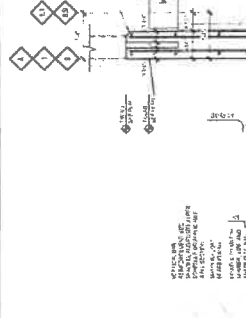
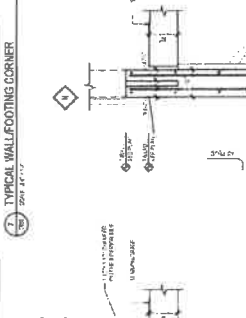
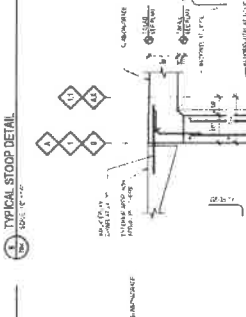
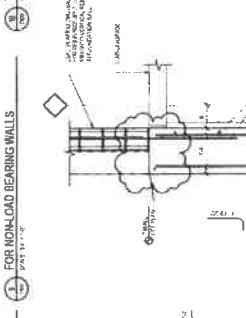
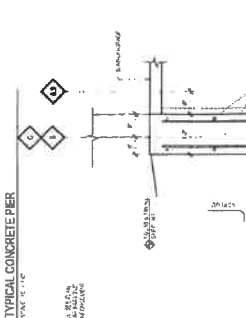
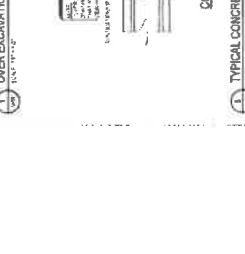
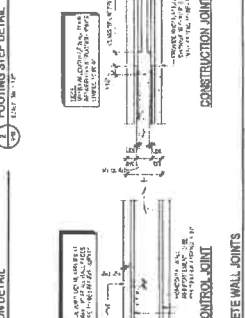
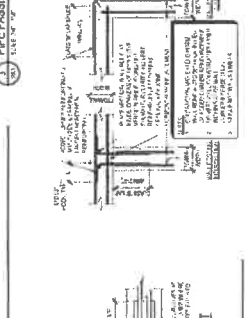
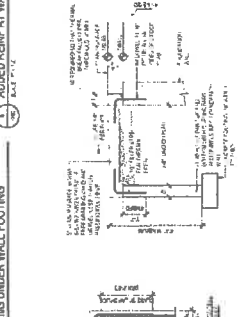
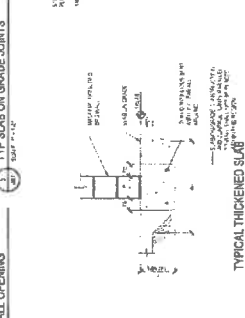
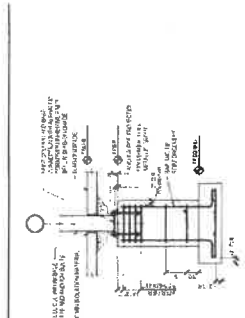
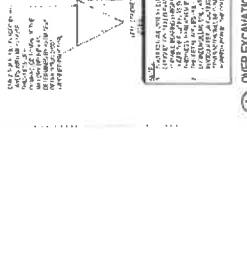
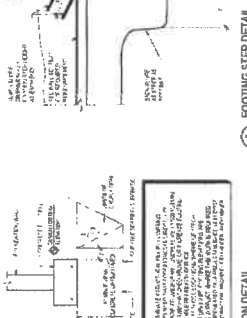
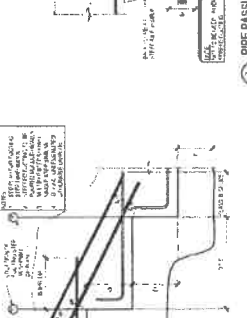
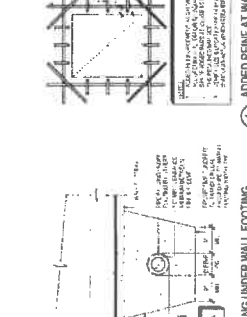
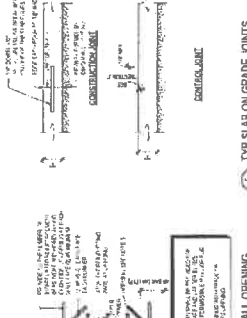
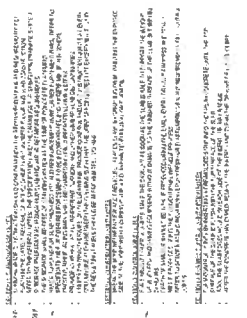


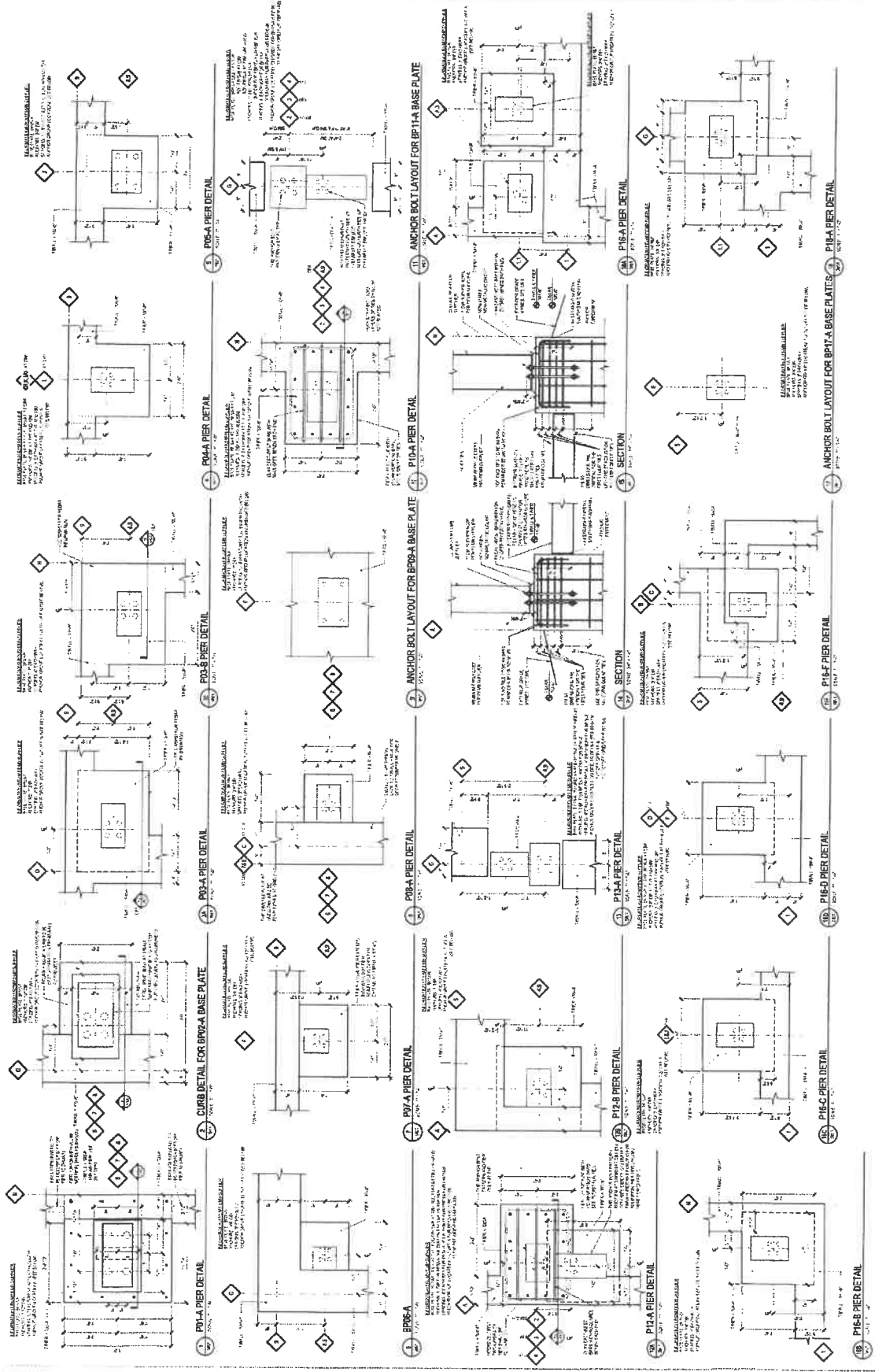
TYPICAL CMU REINFORCEMENT AT OPENINGS

TYPE REINFORCED
CMU WALL CONSTRUCTION

NOTES:
UNLESS OTHERWISE NOTED ON PLANS,
REINFORCING SHALL BE AS FOLLOWS:
3" CML/11M5 AT 48" OC, CENTERED







Item for 4/27 Board Meeting

Olivia Denney

Thu 4/22/2021 12:24 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

 1 attachments (293 KB)

EMPG 2020 Houston County Signature Page.pdf;

Good afternoon! I apologize that this is a few minutes late for the meeting deadline, but would it be possible to sneak in my 2020 EMPG report and request for signatures? In the past, the chair of the board and either the county administrator or auditor has signed in order to receive this Emergency Management Performance Grant. I would be happy to explain the costs at the meeting, and they are also broken down on the third page of the attached document.

Let me know if this works for the board, otherwise I'll be happy to wait for the following meeting too. Thank you!

Sincerely,

Olivia Denney

Houston County Emergency Management Director
306 South Marshall Street
Caledonia, MN 55921
(w) 507-725-5834
(c) 507-500-1035
olivia.denney@co.houston.mn.us
Office Hours: 10:00 am – 2:00 pm Monday-Friday



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	Grant Program: 2020 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2020-HOUSTNCO-030
Grantee: Houston County 304 South Marshall Street Caledonia, MN 55921-1389	Grant Contract Agreement Term: Effective Date: 01/01/2020 Expiration Date: 05/31/2021
Grantee's Authorized Representative: Houston County Emergency Management ATTN: Olivia Niday – Emergency Management Director 306 South Marshall Street – Suite 2008 Caledonia, MN 55921-1483 Phone: 507-725-5834 E-mail: olivia.niday@co.houston.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 18,433.00 Matching Requirement \$ 18,433.00
State's Authorized Representative: Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2020-EP-00006 State Funding: None Special Conditions: Period of performance for eligible activities is 1/1/2020 to 12/31/2020 in accordance with the federal DPS/HSEM FFY-2020 EMPG FEMA Work Plan.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2020-HOUSTNCO-030 / PO# 3000072196

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2020 (EMPG) Emergency Management Performance Grant

Organization:
Houston County

Budget Summary (Report)

EXHIBIT A
A-EMPG-2020-HOUSTNCO-030

Budget		
Budget Category	Award	Match
Planning		
Salary & EMPG Costs for Director	\$16,897.00	\$16,897.00
Total	\$16,897.00	\$16,897.00
Training		
Membership and Training costs	\$1,036.00	\$1,036.00
Total	\$1,036.00	\$1,036.00
Equipment		
General equipment for EM Dept	\$500.00	\$500.00
Total	\$500.00	\$500.00
Total	\$18,433.00	\$18,433.00
Allocation	\$18,433.00	\$18,433.00
Balance	\$0.00	\$0.00

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 27, 2021**

Date Submitted: April 23, 2021

By: Lucas Onstad

- **Request approval of abatement policy.**

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

**HOUSTON COUNTY
ABATEMENT POLICY FOR
MARKET VALUE REDUCTION, CLASSIFICATION, OR SPECIAL ASSESSMENTS**

Policy

The purpose of this policy is to treat all taxpayers and properties in Houston County fairly and equitably, and have equal access and consideration under the statutory procedures.

The Board of Commissioners authorizes the County Assessor, County Auditor/Treasurer and County Finance Director to jointly administer abatements, reductions of market value, classification changes, or taxes.

The County Assessor's Office shall retain copies of all abatements and will be available for inspection upon request.

The County Assessor shall provide abatement requests to the Board of Commissioners.

What is an Abatement?

An abatement is a written request to lower the market value, penalties or interest; or to change the property classification. Abatements can result in a reduction of the tax levied against a particular property and should be used as a last method to correct assessments and/or collection errors. Abatements are costly in terms of manpower expended for preparation and reduced revenue from tax reductions and reimbursements, with no provisions for the county to recover these funds from any other source.

It is important to note that the abatement is not part of the appeal process for market valuation challenges, but shall be an administrative process by which corrections can be made to property and tax. The decisions and corrections are not subject to appeal.

Abatements for consideration by the County Assessor, County Auditor and County Finance Director shall be approved or denied jointly and do not require County Board action pursuant to **Minnesota Statute MS 375.192, Subd. 2 and Minnesota Statute MS 279.01 Subd 2**. Pursuant to those statutes, approval authority is delegated to the County Assessor, County Auditor/Treasurer, and County Finance Director, as long as the total amount of the abatement is less than \$5,000.00.

Pursuant to **Minnesota Statute MS 375.194 Subd. 2**: Abatement applications requesting reductions in market value or classification changes must first be considered and recommended for approval by the County Assessor, County Auditor/Treasurer and County Finance Director. Applications requesting reductions or waivers of penalty, interest or cost on past due taxes must first be considered and recommended for approval by the County Auditor/Treasurer.

Minnesota Statute M.S. 375.192, Subd. 2. further provides that “the county is authorized to consider and grant abatements on applications only as they relate to the current taxable year and the two preceding tax years; provided that reduction or abatements for the two prior years shall be considered or granted for:

1. “clerical error”:

The application for an abatement is the result of an administrative or “clerical error.”

A “**clerical error**” is a narrowly defined term reserved for errors in entering figures in the records or errors of omission where it was clearly the intent of an official to make an entry which was not done.

A “**clerical error**” does not include a change of legal description due to a new or unknown land survey.

2. “When the taxpayer fails to file for a reduction or an adjustment due to hardship, as determined by the county board”

A situations in which an extraordinary circumstance exists or in a case of extreme hardship.

Cases of Hardship are to be presented to the appropriate authority; County Assessor, County Auditor/Treasurer, or County Finance Director in writing, where determinations are made on a case-by-case basis. A “**hardship**” most commonly focuses upon the cause that precluded the applicant from filing a timely appeal. These are most commonly based upon physical or mental incapacity.

Delegation of Authority

Pursuant to Minnesota Statute 375.192, the County Board of Commissioners delegates the authority, power, and responsibilities for approving the abatements described in this policy under \$5,000 in tax to the County Assessor, County Auditor/Treasurer and County Finance Director jointly. The delegation of authority will provide for the efficient, responsive, and timely processing of taxpayer and public requests.

Application Process

All abatements must originate with the Houston County Assessor’s Office except in cases of penalty/interest abatements, which must originate in the Houston County Auditor/Treasurer’s Office. The application will be reviewed by the County Assessor, County Auditor/Treasurer and the County Finance Director.

Once the abatement is presented to the appropriate office, it shall be discussed and forwarded with a recommendation to either accept or deny the abatement request. Final determination will be a majority ruling between the County Assessor, County

Auditor/Treasurer and County Finance Director. The County Auditor/Treasurer shall send correspondence regarding the approval or disapproval of a valuation or classification abatement requests; or waivers of penalty, interest or cost on past due taxes.

While any abatement application is pending approval or processing, it is required that any tax installments which become due be paid in full. Any corrected tax remaining unpaid after the due date is subject to penalty and interest. If the basis of the abatement is allowance of the homestead classification, late payment penalty or interest will not be imposed if the taxpayer pays at least one-half of the tax due at each installment due date and pays any tax remaining within twenty (20) days of the mailing of the corrected statement.

Restrictions

Abatements shall be considered as they relate to taxes payable in the current year, and in the case of market value and classification, taxes payable in the current year and/or the following year. The prior two tax years shall be considered only in case of a clerical error or a documented hardship as defined in this policy. Penalty, interest, and costs shall continue to be in force, due and payable to the date the abatement application is delivered to the County Assessor or County Auditor/Treasurer; penalty and interest will be recalculated on the adjusted tax amount for approved applications.

If the applicant had previously been mailed a homestead application, or a request for a new application and that application was not completed or returned, unless a hardship can be shown, homestead abatement shall not be approved.

While any abatement application is pending approval or processing, it is required that any tax installments, penalties, or interest which become due must be paid in full regardless of the outcome of the abatement process.

Abatements for the current tax year shall be considered, but not processed, when prior year taxes remain unpaid—unless the abatement is based on hardship as defined in this policy.

Abatement for Special Assessments shall be approved by the governing body levying the assessment.

Any abatement resulting in a tax reduction ~~or refund~~ of less than \$50.00 if not part of a multi-property group shall be denied.

Subjective assessment opinions shall not be abated. Subjective changes of assessment opinions shall be addressed through formal appeals processes, otherwise, will be effective beginning with the next applicable assessment year.

Economic Development Abatements shall not be included in this policy. The provisions for this type of abatement are contained in Minnesota Statutes Chapter 469.

Supersedes:

Local Option Disaster Abatements shall not be included in this policy. The provisions for this type of abatements are contained in Minnesota Statutes Chapter 273.

ABATEMENTS OF PENALTY ON CURRENT TAXES

Abatements of penalty on current taxes shall be approved in the following situations:

An abatement of the penalty on a current tax will be approved if an error on the part of the County resulted in nonpayment of tax.

Pursuant to Minnesota Statutes 279.01, Subd. 2, and 270.07, the Houston County Board delegates to the Auditor/Treasurer of Houston County the power to abate the penalty for late payment of taxes after the due date as specified in this statute.

If an abatement application submitted under part II, above is in process at the tax due date, consideration will be given to waive penalty for a reasonable period of time after a corrected tax amount is issued, to be determined by the Auditor/Treasurer.

It is also the policy of the County of Houston that penalty abatements shall NOT be granted:

To taxpayers who have inadvertently omitted one parcel when making payment.

If the only reason is that the taxpayer failed to receive a tax Statement (MINNESOTA STATUTE 276.04). Failure to receive a tax statement does not void liability to pay on time.

If the only reason is that a contract for deed vendor, upon cancellation of contract, failed to be aware of unpaid taxes.

Deadline for Filing

The deadline for all abatements will be May 31st of the year in which the tax is payable. The deadline for abating the valuation or classification as of January 2 for taxes payable in the following year is May 31st of the year the tax is due. The deadline means that a properly completed abatement form, signed by the taxpayer, is postmarked and/or received by the appropriate office prior to the deadline.

The deadline for abatement applications for Manufactured Homes shall be September 15th of the year in which the tax is payable.

Procedure

The County Assessor, County Auditor/Treasurer and County Finance Director shall develop, implement, and maintain all necessary forms.

No abatement shall be approved without joint consent of the County Assessor, County Auditor/Treasurer and County Finance Director.

Supersedes:

Any abatement, which results in a refund of tax of \$50.00 or more, must be disbursed within thirty days of approval.

Definitions

Abatement: Action to reduce or abate the market value, taxes, or to change the property classification, following a written request by the taxpayer of record, the property owner, or owner's agent.

Hardship: Is defined as an event or circumstance beyond the control of the taxpayer. Examples of hardship include, but are not limited to, the physical or mental incapacity of the taxpayer. To prove hardship documentation must be provided. Hardship shall not include financial hardship.

Type of Abatements

Market Value Reduction

Classification

Special Assessments

Local Option Disaster Abatement (not included in this policy)

Economic Development (not included in this policy)

Houston County Agenda Request Form

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

Date Submitted: 4-21-21

Person requesting appointment with County Board: Donna Trehus, Auditor-Treasurer

Will you be doing a power point or video presentation xxx No

Issue: PUBLIC HEARING – 10: A.M. (During Board of Commisioner’s Meeting.
Approve Houston County Ordinance No. 9 –Park Rules and Regulations
Wildcat Park.

Attachments/Documentation for the Board's Review:

1. Public Hearing Notice
2. Ordinance No. 9- Parks Rules and Regulations Wildcat Park

Justification:

Action Requested: Action Item – Approve Ordinance No. 9 – Parks Rules and Regulations Wildcat Park

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

PUBLIC NOTICE

Notice is hereby given that the Houston County Board of Commissioners will hold a public hearing at 10:00 a.m. on Tuesday, April 27, 2021. Participants are encouraged to participate remotely (phone and link will be available on the county website), but may also attend in person in the Commissioner's Room, Courthouse, Caledonia, MN, to consider updating Ordinance No. 9. - Park Rules and Regulations for Wildcat Park. Specifically, the board will consider changes to the Seasonal Site Policy, and the number of seasonal campsites. For a copy of the proposed changes, contact the Houston County Auditor's Office at (507) 725-5803.

By: Donna Trehus
Houston County Auditor-Treasurer

Advertise: Week of April 5, 2021

Please forward Affidavit of Publication

Posted: 4-6-2021

HOUSTON COUNTY ORDINANCE #9:

Park Rules and Regulations Wildcat Park

Adopted: April 8, 2008

Updated: August 21, 2012

Updated: June 18, 2013

Updated: April 14, 2015

Updated: November 20, 2018

Updated-April 27, 2021

Wildcat Park is leased by Houston County from the United States Army Corps of Engineers and must be operated in accordance to the Corp's guidelines. See [CFR Title 36, Part 327](#) for additional information.

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Chapter I – Purpose & Authority

Section A -Purpose

The Houston County Board of Commissioners deems it reasonable, necessary, and desirable to enact ordinances specifying rules and regulations in order to provide: for the safe and peaceful use of park lands and trails; for the education and recreation of the public; for the protection and preservation of the property, facilities, and natural resources; and for the safety and general welfare of the public.

Section B - Statutory Authority

The Houston County Board of Commissioners, under Minnesota Statutes, Section 398 in performing its primary duty of the acquisition, development, operation and maintenance of county parks, trails, and related facilities and-providing the means for public access to rivers, streams and other natural features; is granted full power and authority to acquire and establish the above facilities and to operate, maintain, protect, and improve all parks owned operated or leased by the County. As aid to the accomplishment of these duties, the Board is granted the authority to enact ordinances and to declare that the violation thereof shall be a misdemeanor.

Chapter II - Public Use

Section A - Park Hours/Check in - Check out Times/Park Season

The hours that the Wildcat Park picnic and campground area is open to the public is 8:00 a.m. to 11:00 p.m.

Wildcat Park boat ramps are open for public use from daylight to 11:00 p.m. daily.

All visitors entering the park are required to register in the Park Office and are subject to all rules, regulations and ordinances applicable to Wildcat Park.

It shall be unlawful for any person to enter or remain in Wildcat Park after 11:00 p.m. and before 8:00 a.m. the next day, unless as a registered overnight guest. The Park Manager may, at his/her discretion, allow entrance for direct access to specific locations, such as boat ramps, within the park so that guests may engage in specific approved activities. Between the hours of 11:00 p.m. and 8:00 a.m., motor vehicle travel by registered overnight guests shall be restricted to entering their registered place of lodging, or exiting their lodging area for specific locations, as above, or to leave the park.

Check-out time for campers is 12:00 p.m. on the last day registered. Campsite must be cleaned prior to check out. Check in time is after 12:00 p.m. on the first registered day.

The park/camping season is the period of time which Wildcat Park is available for public use and is from May 1st through September 30th. The park/camping season may be extended at the discretion of the Park Manager.

A specific Reservation and Refund policy is attached as Appendix “A”.

Section B – Permits

1. Permits shall be required for camping or the exclusive use of park shelters.
2. Permits are issued by the Park Manager or designated representative and must be obtained before occupying any campsite or shelter.
3. Permits for camping must also be displayed on the site identification post.
4. Permits are not transferable.
5. For Park Shelter use, the permittee or a permittee's designated representative shall be in attendance at all times.
6. A permittee shall be bound by this ordinance and any park rules or regulations that are in effect at the time.
7. It shall be unlawful for a person to violate any provision of a permit.
8. Any permit granted pursuant to this ordinance may be revoked upon any violation by the permittee, or associated individual(s), of any provision of the permit, State Statute, County Ordinance, or park rule or regulation.
9. The permittee shall be liable for any loss or damage to County Park property or injury to any person by reason of the negligence of the permittee or associated individual(s).
10. It shall be unlawful for any person to refuse to vacate any area designated as reserved by a permit.

Section C - Fees and Damages

1. The County Board shall set fees for the use of designated areas or facilities and activities within Wildcat Park.
2. It shall be unlawful for any person to use an area or facility or engage in an activity which a fee has been established by the County without payment of such fee.
3. The Park Manager may assess damages to person or persons responsible for any loss, damage or injury sustained by Wildcat Park.

Chapter III – Regulation of General Conduct

Section A - Proper Attire/Exposure

It shall be unlawful for any person to intentionally expose his or her own genitals, pubic area, buttocks, or female breast below the top of the areola, with less than a fully opaque covering while in a County Park, if five (5) years of age or older.

Section B -Drug and Alcohol Use

It shall be unlawful, when in Wildcat Park, for any person to:

1. Serve, possess, consume, sell, barter, furnish, give, purchase or attempt to purchase any alcoholic beverage in violation of State Statutes;
2. Use or possess non-intoxicating or intoxicating malt liquor in containers having a capacity of two gallons or more;
3. Be under the influence of alcohol or other controlled substance;
4. Use or be under the influence by reason of inhaling any substance defined or considered as an "inhalant"; or
5. Serve, possess, consume, sell, barter, furnish, give, purchase or attempt to purchase any controlled substance, except the possession or consumption of such substance with a lawful prescription.

Section C - Gambling

It shall be unlawful for any person to gamble or participate in any game of chance in a County Park.

Section D – Disorderly Conduct/Nuisance/Private Property

It shall be unlawful, when in a County Park, for any person to:

1. Commit any act that constitutes disorderly conduct. "Disorderly Conduct" is defined by Minnesota Statutes and includes:
 - (a) Engaging in brawling or fighting; or
 - (b) Disturbs an assembly or meeting, not unlawful in its character; or
 - (c) Engages in offensive, obscene, abusive, boisterous, or noisy conduct or in offensive, obscene, or abusive language tending reasonably to arouse alarm, anger, or resentment in others;
2. Commit any act that constitutes a nuisance. A "Nuisance" means anything which is injurious to health, or indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
3. Place or park vehicles, equipment or property in a manner or location that interferes with traffic or other park visitor's enjoyment of the County Park or specific facilities therein; or
4. Leave or store personal property.

Section E -Littering

It shall be unlawful for any person to:

1. Deposit, scatter, drop, or abandon in a County Park any bottles, cans, glass or broken glass, sewage, waste, refuse or any other materials, except in receptacles provided for such designated purposes; or
2. Bring into a County Park any materials listed in Chapter III, Section E, subd. 1 or hazardous waste, yard waste, solid or liquid waste for the purpose of disposal in receptacles provided in the County Park or dispose of animal carcasses, trash, refuse, rocks, wood, or other debris on any County Park property.

Section F – Possession/Use of Fireworks/ Firearms/Dangerous Weapons

It shall be unlawful, when in Wildcat Park, for any person to:

1. Possess, set off or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics or explosive device;
2. Have in their possession or use any rifle, shotgun, pistol or revolver which loaded or blank cartridges may be used; or
3. Have in their possession or use any BB gun, air gun, paint ball gun, spring gun, sling shot, bow or any other weapon that is considered dangerous.

Section G - Interference with Employee Performance of Duty

It shall be unlawful for any person to impersonate a county or park employee or to interfere with, harass, or hinder any county or park employee in the discharge of his/her official duties.

Chapter IV – Regulations Pertaining to General Parkland Operation

Section A - Commercial Use/Solicitation/Advertising

It shall be unlawful for any person to:

1. Use any County Park or park property for commercial purposes;
2. Solicit, sell or otherwise peddle any goods, wares, merchandise, services, liquids or edibles in a County Park without written permission from the Park Manager; or
3. Expose, distribute or place any sign, advertisement, notice, poster, or display in a County Park without permission from the Park Manager.

Section B – Noise/Amplification of Sound

It shall be unlawful, when in a County Park, for any person to:

1. Operate or permit the use or operation of any loudspeaker, sound amplifier or other device for the production or reproduction of sound;

2. Use, operate or permit the use or operation of any radio, phonograph, television set or other machine or device for the production or reproduction of sound in such a manner as to be disturbing or a nuisance to reasonable persons of normal sensitivity within the area of audibility; or

3. Willfully make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise which disturbs the peace or is an annoyance to any reasonable park visitor of normal sensitivity.

4. Quiet Time: 10:00 PM to 8:00 AM

The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:

- (1) level of noise;
- (2) the intensity of the noise;
- (3) whether the nature of the noise is usual or unusual;
- (4) the level and intensity of the background noise, if any;
- (5) the type of area within which the noise emanates;
- (6) the intensity of human use of the area during the time at which the noise emanates;
- (7) the time of the day or night the noise occurs; and
- (8) the duration of the noise.

Section C – Firewood/Fires

Gathering firewood disrupts the forest and soil cycle and is not permitted.

Only approved firewood will be allowed for use in Wildcat Park. Approved firewood is: firewood purchased from the Park Manager or an approved vendor; firewood that originated from within 50 miles of the campground; or is kiln-dried wood such as unpainted, unstained dimension lumber or kindling that is free of any metal or foreign substance.

It shall be unlawful, when in Wildcat Park, for any person to:

1. Start a fire, except a recreational fire or a fire for culinary purposes within containment structures (fire rings, grills, portables stoves) placed in designated, areas;
2. Leave a fire unattended or fail to fully extinguish a fire;
3. Drop, throw or otherwise leave unattended lighted matches, burning tobacco products, or other burning or combustible material; or
4. Dispose of ashes or embers except in containers designated for that purpose.

Section D - Pets in Parks

It shall be unlawful for any person owning, having control or custody of any pet, excluding animals certified to and assisting persons with disabilities, to:

1. Bring a pet into or have a pet in Wildcat Park without it being caged or under physical control on a leash no more than six feet in length;

2. Cause or allow any pet to roam or be at large in any park;
3. Permit a pet to disturb, harass, or interfere with any park visitor, park visitor's property, or park employee;
4. Allow a pet to damage park property, resources, or facilities;
5. Tether a pet to a tree, plant, building or park equipment, or leave a pet unattended in a County Park;
6. Bring a pet into Wildcat Park without possessing and using an appropriate device for cleaning up pet feces and disposing of the feces in a waste receptacle; or
7. Permit any pet or domestic animal to graze or browse in any park.
8. Notwithstanding Section D, paragraphs 1 through 7, horses are specifically not permitted in Wildcat Park.

Section E - Unlawful Occupancy

It shall be unlawful for any person to occupy a campsite without first obtaining the appropriate permit; or to enter or occupy any part of the park area after the posted closing time or before the posted opening time, or contrary to any posted notice.

Chapter V. – Protection of Property, Structures and Natural Resources

Section A – Destruction/Defacement of Park Property/Signs

It shall be unlawful for any person to:

1. Intentionally deface, vandalize, tamper with, remove or otherwise cause destruction to park property; or
2. Intentionally deface, destroy, cover, damage, tamper with or remove any placard, notice or sign, or parts thereof, whether permanent or temporary, posted or exhibited by the County or the Park Manager.

Section B - Disturbance of Natural Resources

It shall be unlawful, when in a County Park, for any person to:

1. Intentionally remove, alter, injure, or destroy any tree, plant, or other vegetation, soil, mineral or other natural resource;
2. Intentionally remove materials from, alter, or destroy an archeological site or resource, or site of scientific significance or interest;
3. Dig trenches, holes, or other excavations;

4. Allow a pet to act in violation of Chapter V. Section B, subdivision I, 2 or 3;
5. Divert, impound or alter a watercourse; or
6. Introduce, release, abandon or dispose of any plant or animal.

Section C - Disturbance of Wildlife

It shall be unlawful, when in Wildcat Park, for any person to:

1. Kill, trap, hunt, injure, pursue, feed or in any manner disturb or cause to be disturbed, any species of wildlife, except fishing in designated areas pursuant to the State game laws;
2. Intentionally remove, alter, injure, or destroy habitat used by any species, including but not limited to nests, dams, or burrows; or
3. Allow a pet to act in violation of Chapter V. Section C, subdivision 1 or 2.

Section D - Release of Harmful or Foreign Substances

It shall be unlawful for any person to:

1. Place any debris, pollutant or other agent in or upon any County Park lands or body of water in or adjacent to a County Park, or any tributary, stream, storm sewer, or drain flowing into such waters; or
2. Discharge wastewater or any other wastes in a County Park, except into designated containers, drain or dumping stations.

Section E - Interference of Park Property

It shall be unlawful for any person to encroach on park property with such items as fences or gardens, or to disturb the natural landscape, vegetation, or structures on park property or otherwise use park property for private use. All setbacks and other local zoning regulations are in effect and apply against properties adjacent to a County Park as they would against property adjacent to private property.

Chapter VI – Regulation of Recreational Activities

Section A – Camping

Permits are required for camping and must be obtained before occupying any campsite. Permits must also be displayed on the site identification post.

Campsites are assigned by the Park Manager on a first come/first serve basis.

Check-out time for campers is 12:00 p.m. on the last day registered. Campsite must be cleaned prior to check out. Check in time is after 12:00 p.m. on the first registered day.

Quiet time is from 10:00 PM to 8:00 AM.

Only one (1) camping unit is allowed per site. For the purposes of this section, any of the following groups is considered to be a “camp unit”:

- (a) One tent occupying one unit site;
- (b) Two connected tents occupying only one unit site and used by only one family;
- (c) One camper/trailer equipped to be lived in or slept in;
- (d) One car, truck, bus or other vehicle used for living or sleeping quarters; or
- (e) A sleeping bag, hammock or similar device used for sleeping, with no other shelter.

Any special situation regarding “camp units” not covered above shall be handled by the Park Manager. Exceptions would include a large family (Mom, Dad and kids) requiring a tent in addition to a camper/trailer.

A specific campsite policy is attached as Appendix “B”.

In addition to the camp unit, overnight campers shall be allowed **up to** two (2) vehicle units per campsite provided such vehicle units do not restrict traffic flow, cause a safety hazard or interfere with another camper’s use of their registered site. For the purposes of this section, any of the following groups is considered to be a “vehicle unit”:

- (a) The motor vehicle used to pull the camper/trailer;
- (b) A boat trailer;
- (c) An additional motor vehicle belonging to the person camping or their guest.

Houston County reserves the right to regulate all parking and may request that vehicle units described above be parked in designated areas.

It shall be unlawful, when in a County Park, for any person to:

1. Camp except in areas provided and designated for that purpose;
2. Camp in a designated camping area without a camping permit;
3. Occupy campsites in a park contrary to a camping permit, without payment of appropriate fees, or otherwise violate provisions of the permit; or
4. Camp overnight in a park if under 21 years of age unless accompanied by a parent or authorized adult.

A small number of specific sites will be designated as Monthly or Seasonal Camping sites. Campers occupying seasonal sites are responsible for mowing and maintaining their site or the County will do it and charge a fee to the camper.

Section B – Picnic Shelters

Permits are required for exclusive use of picnic shelters and must be obtained before occupying any shelter. A refundable security deposit is required at the time the picnic shelter permit is obtained. The permittee or a permittee's designated representative shall be in attendance at all times and have physical possession of the permit. The permittee shall be responsible for the shelter clean up or forfeit their security deposit.

The hours for the exclusive use of picnic shelters is from 8:00 a.m. until sunset.

No park shelters shall be rented to any person under the age of 21 years.

Youth organizations using the facilities during the week for day camps, workshops, etc. shall be allowed use at one-half of the normal daily rate.

It shall be unlawful, when in Wildcat Park, for any person to:

1. Assume exclusive use of a reservation picnic site/shelter without a reservation permit;
2. Use a portion of a reservation picnic area without a reservation permit if the area is reserved by another group; or
3. Set up temporary shelters, tents, tarps, canopies and other such devices.

Section C –Boating

All people that enter from the river via boat or other water transportation are subject to all rules, regulations and ordinances applicable to Wildcat Park.

It shall be unlawful, when in Wildcat Park, for any person to:

1. Launch or land a motorized watercraft except at locations and times designated for that purpose;
2. Leave unattended any boat or other watercraft except in park areas designated for that purpose;
3. Operate, launch or remove any watercraft in violation of any Minnesota Statute or Rule.

Section D – Fishing

It shall be unlawful, when in a County Park, for any person to:

1. Fish in violation of any Minnesota Statute or Rule;
2. Fish in an area designated as a "no fishing" area; or
3. Clean fish without disposing of the fish carcass in the appropriate waste receptacle.

Chapter VII - Regulation of Motor Vehicles, Traffic and Parking

Section A - Vehicle Operation

It shall be unlawful, when in Wildcat Park, for any person to:

1. Operate, park, or leave any vehicle except upon roadways, parking areas, or other designated locations;
2. Operate, park, or leave a vehicle in violation of posted regulations, Minnesota Statutes, county or municipal traffic codes, or orders or directions of peace officers or park employees authorized to direct traffic;
3. Operate a vehicle at speed in excess of 10 miles per hour, or in excess of posted speed limits; or
4. Operate a vehicle in a reckless or careless manner or that emits excessive or unusual noise, noxious fumes, dense smoke or other polluting matter.

Section B - Parking Vehicles

Permits shall be required for overnight parking at Wildcat Park and must be obtained before occupying any overnight parking spot. Permits must also be visibly displayed.

The County reserves the right to regulate all parking and has established a per night fee for overnight parking.

It shall be unlawful, when in Wildcat Park, for any person to:

1. Park or leave a vehicle, camper or boat trailer standing except in a designated area and then only in a manner so as not to restrict normal traffic flow and/or cause a safety hazard;
2. Park or leave a vehicle, camper or boat trailer standing after posted closing hours without a valid camping permit or parking permit; or
3. Allow a vehicle, camper or boat trailer to remain illegally parked, or disabled vehicles to remain for more than 72 hours. Illegally parked or disabled vehicles, campers or boat trailers may be towed away and impounded at the owner's expense.

Section C - Motorized Recreational Vehicles

With the exception of employees of the County and/or Park Manager who are performing official duties, it shall be unlawful for any person to operate a motorized recreational vehicles within Wildcat Park. This includes, but is not limited to motorcycles, mini-bikes, snowmobiles and all terrain vehicles.

Chapter VIII – Enforcement

Section A - Park Patrol Authority/Authorized Agents

1. Law enforcement authorities where any County Park property is situated shall have jurisdiction to patrol and enforce any Houston County Park Ordinance on County Park property. They also shall have jurisdiction to enforce any violation of state law or local laws which occur on County Park property.
2. The Park Manager or designee may enforce the provisions of this ordinance and eject from Wildcat Park persons acting in violation of this ordinance.

Section B -Additional Rules and Regulations

The Parks Committee or County Board shall have the right to issue rules and regulations relative to this ordinance. No person shall violate rules and regulations that may be established by the Parks Committee or County Board.

Section C - Fines and Penalties

Violations of the provisions of this ordinance or failure to comply with any of its requirements, or rules and regulations established by the Parks Committee or County Board, shall constitute a misdemeanor and shall be punishable as defined by law.

Section D - Permit Revocation

1. If any person is found guilty in a court of competent jurisdiction for the violation of any provisions of this ordinance, the conviction may operate as a revocation of any permit or permission granted by the County, including seasonal camping, without further action.
2. The Park Manager or designee shall have the authority to immediately revoke for good cause any permit or reservation issued.

Chapter IX – Miscellaneous

Section A – Exemptions

All park employees, contractors, emergency and enforcement personnel while acting in the performance of their assigned duties are exempt from the provisions of this ordinance.

Section B – Repeal

All ordinances pertaining to the regulation of Wildcat Park enacted prior to this ordinance are hereby repealed.

Section C –Enactment

This ordinance shall be in full force and effect from and after its passage and publication

according to law.

Section D – Notification

It shall be the responsibility of Houston County to provide for adequate notification of the public, which shall include placement of signs at key locations within the park outlining essential elements of the ordinance.

Section E – Severability

The provisions of this ordinance shall be separable and the invalidity of any section, paragraph, sub-paragraph, subdivision, or other part thereof shall not make void, impair, invalidate or affect the remainder hereof.

Section F - Amendment

This ordinance or the fees described herein may be amended from time to time by the Houston County Board of Commissioners.

Approved by the Houston County Board of Commissioners on April 27th, 2021.

Signed this 27th day of April, 2021

Signature on file

[Redacted Signature]

Robert Burns – Board Chairperson

Attest:

Signature on file

[Redacted Signature]

Donna Trehus – County Auditor-Treasurer

APPENDIX "A"

Reservation and Cancellation Policy

RESERVATIONS

1. Reservations for campsites must be made directly with the Park Manager and the earliest that they can be accepted is after the 1st of each year.
2. Reservations may be made in person, over the phone or by mail, but will be accepted only when accompanied by advance payment in full. Making a reservation only guarantees a site.
3. Campsites are assigned by the Park Manager on a first come/first serve basis. Specific sites can only be reserved in person or by making arrangements with the Park Manager.
4. Reservations will be accepted for a minimum of two nights on weekends. **Holiday Weekends (Memorial Day, Independence Day and Labor Day) require a three-night reservation.** However, any sites that remain available on the weekend may be rented out for one night at a time, per the discretion of the park manager.
5. Campers must pay for *and register* with the Park Office before occupying any reserved campsite.
6. Check-out time for campers is 12:00 p.m. on the last day registered. Campsite must be cleaned prior to check out. Check in time is after 12:00 p.m. on the first registered day.
7. The person reserving a campsite must be at least 21 years of age and will be the person responsible for the campsite.
8. Re-registering for a campsite must be completed prior to noon (12:00 p.m.) and only if re-registration does not conflict with a prior reservation.
9. Houston County reserves the right to make adjustments in how reservations can be made or how reserved sites are assigned.

CANCELLATIONS

1. All monies, except the reservation fee of \$10.00, will be refunded for a cancellation request received by the Park Manager **at least seven (7) days prior** to the date the site is to be occupied.
2. All monies, except the reservation fee of \$10.00, and one night's camping fee, will be refunded for a cancellation request received by the Park Manager **less than seven (7) days prior** to the date the site is to be occupied.
3. **No refunds** will be made on cancellation requests received after the site was to be occupied.
4. **No refunds** will be made for any part of a 2 day reservation or a 3 day holiday weekend once the site has been occupied for a portion of that time.
5. Refunds are processed by the Park Manager.

6. Any extraordinary circumstances requiring a decision regarding refunds will be made by the Park Manager.

APPENDIX “B”

Campsite Policy

- All campers are expected to abide by park and health code rules/regulations and strive to maintain a high standard of conduct.
- All campers are expected to maintain their campsites in a neat and orderly manner. Your receipt/permit must be ~~displayed on the numbered site post.~~ **available for verification of registration while at the campsite.**
- Quiet time in the campground is from 10:00 p.m. until 8:00 a.m. All non-campers and quests must be out of the campground by 11:00 p.m.
- No extension cords between campsites are allowed.
- Plastic tarps are allowed as woodpile or tent cover ONLY.
- Only lawn furniture intended for outdoor use is permitted. Car/bus seats, old chairs and couches are not permitted.
- Refrigerators/freezers or other household appliances are not allowed outside a camping unit on a campsite.
- To facilitate grounds keeping, vegetable/flower/garden plots are not allowed.
- No additional structures (ie. fences, decks, patios, storage sheds, flag poles, umbrella clothes lines) are to be erected outside of the camping unit.
- Season campers are responsible for mowing and maintaining their site or the County will do it and charge a fee.
- Pets are allowed, however, they must be on a leash, are not to be left unattended and waste must be disposed of properly.
- Only approved firewood is allowed. Approved firewood is: firewood purchased from the Park Manager or an approved vendor; firewood that originated from within 50 miles of the campground; or is kiln-dried wood such as unpainted, unstained dimension lumber or kindling that is free of any metal or foreign substance.
- Firewood supply must be kept in a neat pile. No pallets and other box type wooden structures are not allowed to be burned.
- Do not place or burn garbage in fire rings.
- All interpretations of these rules are within the authority of the Park Manager.

APPENDIX “C”

Seasonal Site Policy

Wildcat Park is leased by Houston County from the United States Army Corps of Engineers and must be operated in accordance to the Corp's guidelines. See [CFR Title 36, Part 327](#) for additional information. While these rules limit the length which a person may camp to 14 days during any 30 consecutive day period, the County has negotiated the ability to maintain a small number of seasonal campsites at Wildcat Park.

As with any publicly owned facility, Wildcat Park is for everyone's equal enjoyment and use, including seasonal campsites.

Houston County, in conjunction with the Army Corps of Engineers has therefore developed a lottery system for awarding seasonal sites to interested campers.

POLICY

1. Houston County will advertise the availability of camping sites every four years, with the lottery to be held in September for the next camping season. Seasonal campers must commit to the entire 5 month season beginning May 1 and ending September 30th. There will be ~~26~~ 35 seasonal sites, being ~~site #11~~ # 1 through site #35. Only campers up to 42 feet (measurement includes hitch) in length will be allowed on seasonal sites. Trailers and mobile homes are not allowed on seasonal sites.
2. Persons interested in being considered for selection of a seasonal site will be required to submit an **application** to the Houston County Auditor's Office along with a certified check, cashier's check or money order (made payable to the Houston County Treasurer) in the amount of the electrical deposit, prior to the application deadline specified in the advertisement.
3. The lottery will be held at the date, time and place specified in the advertisement. All lottery applications will be placed in a container. The first applicant drawn will be afforded the opportunity to select the site of his/her choice. ~~Any lottery entrant that had a seasonal site during the previous year, cannot select the same site that they held the previous year.~~ The lottery drawing continues until all names have been drawn, or until all seasonal sites have been filled. If there are more applicants than sites, those applicants not drawn will have their electrical deposit returned to them. In the event there are excess seasonal sites remaining, they will be made available on a first come – first served basis. Individuals will be allowed to choose which of the remaining sites they want, however, the site will not be considered reserved for them until they submit to the Houston County Auditor's Office a certified check, cashier's check, or money order (payable to the Houston County Treasurer, in the amount of the electrical deposit. No trading of sites will be allowed, except as noted in item # 5 below.
4. As indicated previously, the electrical deposit must be included with the lottery application. After the end of the camping season, those seasonal campers using less electricity than the deposit amount will be refunded the difference, while those using more will be billed for the difference. For the current camping season, refer to the Fee Schedule.
5. Applicants selected for a seasonal site will not be allowed to trade, swap or switch seasonal sites with another applicant **within 2 weeks of the Lottery** without the **prior** approval of the Parks Committee. ~~and only prior to the opening of the park for the season. A form must be provided to the Park Manager with notification of the site swap and must be signed by both parties with final signature from Park Manager authorizing the change on or before September 22nd, 2021. This will be reviewed at the end of the each camping season.~~

6. On or before January 15th, seasonal campers are required to submit to the Houston County Auditor's Office a certified check, cashier's check or money order (made payable to the Houston County Treasurer) in the amount of the five months rent plus tax for the upcoming camping season. Any applicants drawn for a seasonal site who do not remit this payment on or before January 15th will forfeit their site and will forfeit their electrical deposit.
7. The Parks Committee reserves the right to hold the lottery in any year for the next camping season, if they feel there is a need to do so. Lotteries held in addition to every fourth year will only occur if there is a vote of more than one-half of the committee members voting in favor of holding the lottery.
8. In years when there will not be a lottery drawing, the current seasonal campers will be notified in September that they have the option of renting the same site for the following year. Campers who wish to exercise this option will be required to submit the electrical deposit for the following year in the timeframe specified in the notice mailed to them. Once a deposit has been received by Houston County for a site for the following year, it will be considered nonrefundable in the event the camper decides not to rent the site for the next camping season. On or before January 15, seasonal campers are required to submit to the Houston County Auditor's Office a certified check, cashier's check or money order (made payable to the Houston County Treasurer) in the amount of the five months rent plus tax for the upcoming camping season. Any campers who have submitted an electrical deposit for a seasonal site who do not remit this payment on or before January 15th will forfeit their site and will forfeit their electrical deposit.
9. Any sites available because the current seasonal camper is not interested in renewing their site lease for the next year will be made available to the public on a first come, first served basis.
10. Houston County reserves the right to forego holding the lottery in every fourth year with the prior written approval by the United States Army Corps of Engineers.
11. Seasonal campers are not permitted to erect structures/improvements to campsites so as to become a permanent part of the campsite. In the event that such permanent structures are erected, the violator of this provision will be notified and the structure must be removed immediately. Violation of this provision will be cause for eviction.