PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 27, 2021 9:01 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, IT Director Andrew Milde, Executive Director SELCO Krista Ross, La Crescent Librarian Kayce Gentry, Houston Librarian Liz Gibson, Spring Grove Librarian Dawn Johnson, Caledonia Librarian Stephanie Eggert, Hokah Librarian Kristen Plummer, Helen Olson, Michelle Schulte

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

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

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

Motion was made by Commissioner Johnson, seconded by Commissioner Walter, motion unanimously carried to approve the board meeting minutes from April 13, 2021.

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

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the board workgroup session minutes from April 20, 2021.

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

Public Comment: No public comments were made.

Public Health and Human Services Director Pugleasa and Public Health Supervisor Myhre provided an update on the COVID-19 pandemic and response from Public Health and Human Services. They shared that there had been an increase in cases in Houston County in the past week. The cases had been seen in middle and high school students who were not yet eligible to be vaccinated. Pugleasa shared that they were starting to see vaccination saturation meaning that there were now multiple options for residents to get vaccinated. He shared that Houston County vaccination clinics were not always filling to capacity indicating that those who wished to receive the vaccination had already done so.

At 9:15 a.m. the Houston County Librarians along with SELCO gave a library presentation to the board. The presentation included 2020 library statistics. While overall circulation had been down in 2020 due to COVID-19 things like live virtual programing and other virtual library services had seen an increase in participation. The librarians asked for a $40,000 increase in funding overall from Houston County. If the libraries received the increase they would disburse it to each local library and use it to pay staff. Each city levy in Houston County includes funding for each local library while the County also has a separate library levy. The County's levy is for the rural residents of Houston County who do not reside in a city. Librarians noted that there was a gap between the dollar amount per capita that cities contributed in comparison to the County contribution. Cities in Houston County were paying more per person than the County.

At 10:00 a.m. a public hearing was held to discuss Houston County Ordinance No. 9-Park Rules and Regulations Wildcat Park. The board discussed with members of the public changes to the Seasonal Site Policy, and the number of seasonal campsites. There would be 35 seasonal sites with the proposed changes. The proposed changes would allow applicants to trade, swap or switch seasonal sites with another applicant within two weeks of the Lottery without prior approval of the Parks Committee. A form would need to be provided to the Park Manager with notification of the site swap and would need to be signed by both parties.

CONSENT AGENDA

Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve the consent agenda except for Item No. 5, 9, and 10. Those items would be moved to action items. Items approved are listed below.

1) Approval of agreement for the management and operations of Wildcat Park for the 2021 camping season. (Trehus)
2) Planning Commission and BOA will utilize the same format for meetings as the County Board does. (Lacher/Milde)

3) 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). (Kruger)
4) 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. (Kruger)
5) Moved to action items.
6) Appoint Amelia Meiners as the Houston County Zoning Administrator pursuant to Minn. Statute 394.29, effective May 17, 2021. (Kruger)
7) Appoint Amelia Meiners as the Interim Houston County Environmental Services Director, D61, Step 1, effective May 17, 2021. (Kruger)
8) Initiate a competitive search for a 1 FTE, Technical Clerk 1, B21. (Kruger)
9) Moved to action items.
10) Moved to action items.

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

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve the transfer of $150,000 in airport entitlement funds to the City of Owatonna, MN for the Owatonna Degner Regional Airport with repayment due no later than May 15, 2022.

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

File No. 2 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to accept Change Order No. 4 for the Houston County Highway Shop: First, changes to the architectural and structural plans to accommodate for PEMB drawings. Second, relocate electric service equipment. Third, add sand inceptor to truck wash waste piping.

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

File No. 3 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve the 2020 EMPG report and request for signatures.

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

File No. 4 - Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve the 2021 Non-Represented Pay Grid.

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

File No. 5 - Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve the contract with Collaborative DesignGroup for CDs for the east steps to the Historic Courthouse.

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

File No. 6 - Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to approve a floor covering proposal from Hiller Commercial Floors for $5,781.60 for the Commissioner Room remodel.

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

File No. 7 - Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve an abatement policy allowing staff to approve abatements under $3,000.

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

File No. 8 - Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve Ordinance No. 9 – Parks Rules and Regulations Wildcat Park. There would be 35 seasonal sites. A lottery system would be used for the sites. Applicants could trade, swap or switch seasonal sites with another applicant within two weeks of the lottery without prior approval of the Parks Committee. A form would need to be provided to the Park Manager with notification of the site swap and would need to be signed by both parties.

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

File No. 9 – (Originally on the consent agenda) Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve hiring Rick Frank as a 67 day employee to assist with the administration of the Houston County Solid Waste Ordinance and provision of recycling and solid waste services. The employee would also assist with other duties as needed at an hourly rate of $50.00.

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

File No. 10 – (Originally on the consent agenda) Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a temporary contract with Winona County to supplement feedlot obligations.

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

Item No. 5 from the consent agenda initiating a competitive search for an Environmental Services Director was tabled.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended. Commissioner Johnson said that Engineer Pogodzinski was finding savings for the County Highway Shop by looking into refurbished furniture. Commissioners discussed reimbursements from the State and how the State is sometimes delayed in their reimbursements. Commissioners also discussed the Eagle Scout project at Botcher Park. Commissioner Burns shared that there were more scouts that were looking for projects if the County had additional potential project ideas.

There being no further business at 12:01 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, unanimously carried to adjourn the meeting. The next Board of Commissioner meeting would be on May 4, 2021.

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

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____

Robert Burns, Chairperson

Attest: _____

Donna Trehus, Auditor/Treasurer

HOUSTON COUNTY
AGENDA REQUEST FORM
May 4, 2021

Date Submitted: 04.29.2021
By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Hire Lee Langager as a probationary Technical Clerk, B21, Step 4, effective May 5, 2021 conditioned upon successful completion of background check**

Public Health & Human Services

- **Reassign Tami Triplett from an Accounting Technician, B23, to probationary Collections Officer, B23, effective May 5, 2021 (lateral transfer)**
- **Initiate a competitive search for an Accounting Technician, B23**

Reviewed by:	X	HR Director	___	County Sheriff ___
	X	Finance Director	___	County Engineer ___
	___	IS Director	___	PHHS ___
	___	County Attorney	X	Other (indicate dept) Assessor PHHS
	X	Environmental Srvcs		

Recommendation:

Decision:

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 04.30.2021
By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST:

Authorize Auditor/Treasurer to conduct a public sale for property located in the city of Houston at 315 S Chase Street, pursuant to M.S. 282.01; to be held at 10:00 a.m. on Monday, June 7, 2021, in the Commissioners Room at the Houston County Courthouse.

The property will be sold for not less than the minimum sale price of $33,300.00 and full payment of the purchase price shall be due at the time of sale. Parcel ID #24.0222.000 consists of Lot 6 of Block 33 of Mons Anderson's Addition to the City (formally Village) of Houston, Minnesota according to the plat thereof on file and of record in the office of the Houston County Recorder.

ACTION ITEM:

Reviewed by:	____	**HR Director**	____	**County Sheriff**	_____
	____	**Finance Director**	____	**County Engineer**	_____
	____	**IS Director**	____	**PHHS**	_____
	X	**County Attorney**	X	**Other (indicate dept)**	Auditor/Treasurer
	____	**Environmental Srvcs**			

Recommendation:

Decision:

Resolution No. 21-XX

BE IT RESOVED THAT Parcel #24.0222.000 of tax-forfeited land, located in the City of Houston, Minnesota be classified as non-conservation land: that the minimum sale price be set at $33,300.00, and that authorization for a public sale of this land be granted, pursuant to M.S. 282.01; that the sale will be held at 10:00 a.m. on Monday, June 7, 2021, by the Houston County Auditor-Treasurer in the Commissioners Room at the Houston County Courthouse; the property will be sold for not less than the minimum sale price; and full payment of the purchase price and the additional costs shall be due at the time of sale.

WHEREAS, Parcel ID #24.0222.000 consists of Lot 6 of Block 33 of Mons Anderson's Addition to the City (formally Village) of Houston, Minnesota according to the plat thereof on file and of record in the office of the Houston County Recorder.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hearby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners on May 4, 2021.

WITNESS my hand and the seal of my office this 4th day of May, 2021.

(SEAL)

_____

Donna Trehus

Houston County Auditor-Treasurer

Houston County
Agenda Request Form

Date Submitted: April 26, 2021 **Board Date:** May 4, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
Weiser Brothers has submitted change order requests #5, #6, #7 and #8 for the highway department building. The information is attached for your review.

Attachments/Documentation for the Board's Review:
COR#5, COR#6, COR#7, and COR#8 are attached.

Justification:

Action Requested:
Board approval needed to approve the various change orders.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

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

WIESER BROTHERS
General Contractor, Inc.

CHANGE ORDER REQUEST # 5

Project Name: Houston County Hwy Department **Job #** 220193

Date: 23-Apr-21

DESCRIPTION OF WORK TO BE DONE:

Wieser Brothers General Contractors will provide a storage shed, approximately 10'x16', to be placed at a location on Parcel 21.1093.000 as determined by landowner Rogich. Wieser Brothers will pruchase and coordinate the delivery / set up

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Tri State Auto Center	$3,795.00				$3,795.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Subtotal	$3,795.00	$0.00	$0.00	$0.00	
				Subtotal	$3,795.00
				Contractor's Fee	$379.50
				Total for Change Order	$4,174.50

Approval: _____

Date: _____

Wieser Brothers General Contractor, Inc. | 200 Twilite Street La Crescent, MN 55947
www.wieserbrothers.com | Office 507.895.8903 | Fax 507.895.8438

WIESER BROTHERS
General Contractor, Inc.

CHANGE ORDER REQUEST # 6

Project Name: Houston County Hwy Department **Job #** 220193

Date: 4/21/2021

DESCRIPTION OF WORK TO BE DONE:
Items represented in Construction Bulletin #2

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Wieser Brothers		310.00			$310.00
Plumbing - Hengel Brothers			$2,484.00		$2,484.00
Reinforcing Steel			$2,175.00		$2,175.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Subtotal	$0.00	$310.00	$4,659.00	$0.00	
				Subtotal	$4,969.00
				Contractor's Fee	$496.90
				Total for Change Order	$5,465.90

Approval: _____

Date: _____

Wieser Brothers General Contractor, Inc. | 200 Twilite Street La Crescent, MN 55947
www.wieserbrothers.com | Office 507.895.8903 | Fax 507.895.8438

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.:	02
Owner:	Houston County Highway Department	Date:	March 31, 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 Structural plans.
2. Revisions to plumbing specifications from CB01 changes.

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: S100, S800, S801

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 Structural plans.

Sheet S100 –

1. Revise footing steps at north end of foundation wall on Grid 4/Grid G
2. Revise T/Pier for three piers on east wall of garage to match Details 1/S801 and 6/S002
3. Revise Foundation Plan Note 3 to provide reinforcing options for 10" slab thickness
4. Revise location of east and west walls of wash bay to match architectural drawings

5. Add foundation dimensions, multiple locations clouded on plans
6. Add Detail 4/S100 (see location clouded on plan)

Sheet S800 – Foundation Details

1. Revise Detail 5/S800 to address detailing for 10" slab in garage area.

Sheet S801 – Foundation Details

1. Delete excess top bar previously shown in Details 14/S801 and 15/S801
2. Revise Details 16A/S801 and 18/S801 to show correct position of wash bay walls

2.) Revisions to plumbing specifications:

Section 22 10 01: Pipe and Pipe Fittings

- 2.01(A) shall include the following sentence: "Hubless cast iron DWV pipe must be marked with country of origin, identification of the original manufacturer, and markings required by referenced standards (see Section 701.1(6))."
- 2.01(D) shall include the following sentence: "ASTM F876 tubing must be marked with the standard of fittings to be used."
- 2.02(G) shall include the following sentence: "The fittings must be marked with ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2159, ASTM F2735, or CSA B137.5.

Section 22 10 11: Plumbing Specialties

- Eliminate Section 3.03(B), replace with "The installation of a testable backflow prevention assembly shall comply with section 603.5.23 of the Minnesota Plumbing Code, 2015 edition."

Section 22 10 12: Drain, Waste and Vent Systems

- 2.03 and 2.04 shall include the following sentences: "PVC drain, waste, and vent systems shall meet Table 701.1, Section 705.7, and Installation Standard 9 of the MN Plumbing Code, 2015 edition. Joints must be mechanical or push-on with elastomeric seal, or solvent welded using ASTM F656 purple primer and ASTM D2564 solvent cement. Schedule 80 pipe may be threaded."
- 2.04 shall include the following sentences: "Support above-grade horizontal pipes at each horizontal branch connection, at least every 4 feet, and at changes in direction. Restraint fittings or a minimum 24-inch offset using 45-degree fittings should be provided every 30 feet."
- 3.02(L) should read "Vent pipes passing through roof shall extend **12"** above roof..." in compliance with the 2015 Minnesota Plumbing Code Section 906.7.
- Eliminate 2.07 and 3.04 (Garage Catch Basin sections)

Section 22 30 53: Interceptors

- Remove Section 2.01, replace with the following:

  2.01 OIL/SAND INTERCEPTOR (OS-1)
  A. Based on product by Striem.
  B. Striem flammable liquid interceptor Model FLI-275 with Slick Stick oil level monitoring system model # 8056-001-01, seamless polyethylene tank, 4" plain end inlet/outlet, 3" plain end vent, field adjustable riser system, 262 gallon capacity, 129 gallon flammable liquid capacity, 111 gallon sand capacity, C24-HP H20-rated pickable cast iron coves.

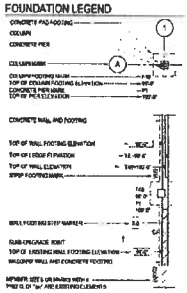
- Add the following verbiage:

  2.02 SAND INTERCEPTOR (SI-1)
  A. Based on product by Crest Precast, Inc.

  B. SI-1: 1000 gallon precast sand interceptor, 2 compartment, heavy duty, water tight, compliant with Section 1016 of the MN Plumbing Code, 6,500 PSI concrete w/ crystalline water proofing admixture, minimum #4 bars @ 8" OCEW, two 4" formed PVC baffles, minimum 5 ft^2 highway-rated grate opening, Neenah R-6462 with solid cover. Unit shall have one 4" inlet with minimum 6" water seal. The effluent will discharge to a flammable waste interceptor, therefore the 4" outlet shall not have a water seal. Coordinate riser height required.

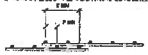
3.) Alternate for trench drain at Truck Wash. See last page of CB and clouded selection.

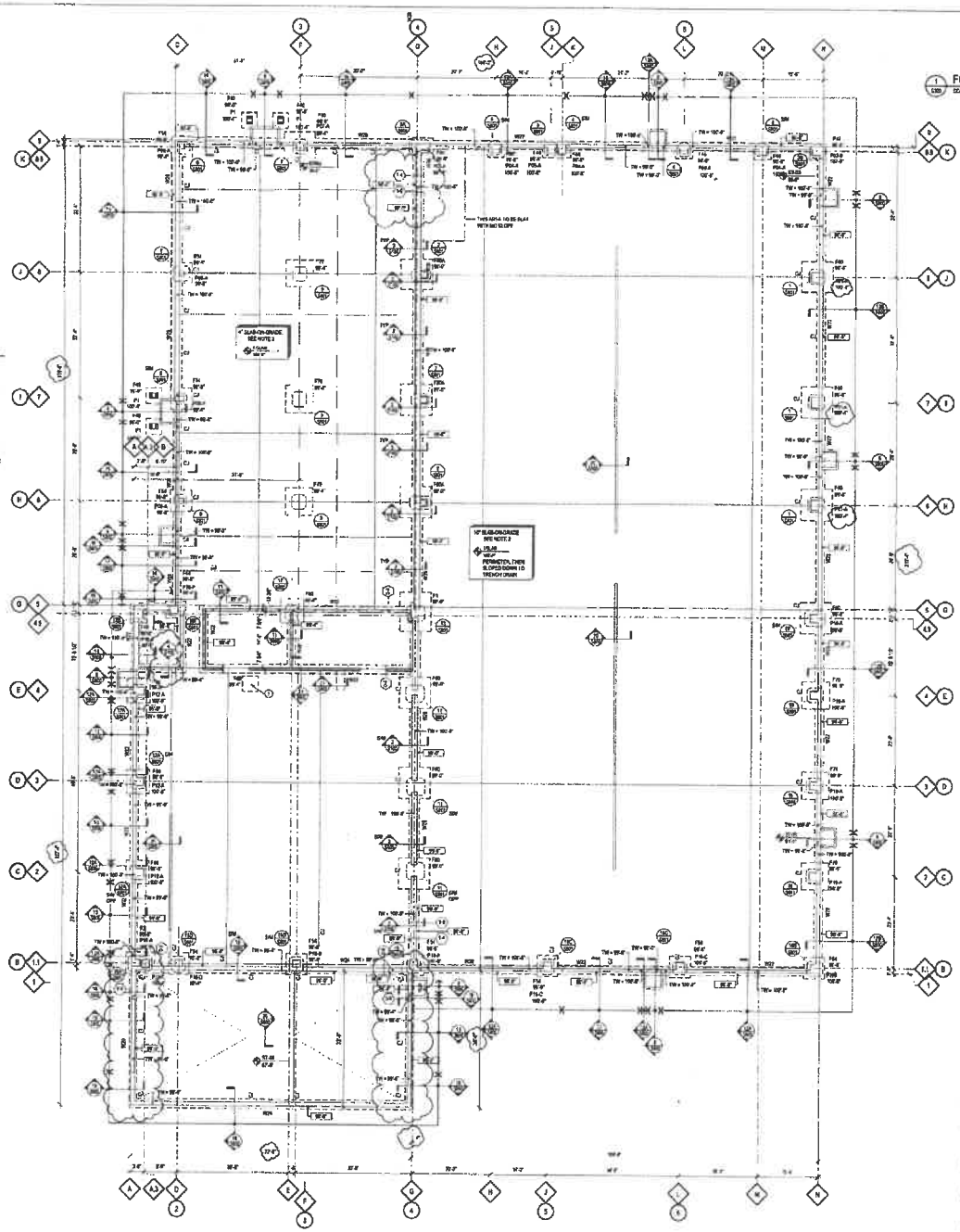
FOUNDATION LEGEND



REINFORCEMENT NOTES

1. REINFORCEMENT SHALL BE DETAILED IN ACCORDANCE WITH ACI 318 AND MINIMUM SPEC
2. ALL LAPS SHALL BE CLASS B PER ACI 318 UNLESS OTHERWISE NOTED ON THE DESIGN DRAWINGS OR UNLESS THE DETAILER FINDS SPECIAL CASE TO PROVIDE STAGGERED LAPS. USE TOP BAR LAP LENGTHS FOR ALL HORIZONTAL WALL BARS AND FOR TOP BARS IN SLABS AND BEAMS OVER 12" DEEP
3. LAP LENGTHS SHALL BE SPECIFICALLY NOTED ON PLACING DRAWINGS WHICH MORE THAN ONE BAR BAND'S LAP A CONTINUOUS STRING.
4. HORIZONTAL BARS, EXCEPT FOR CONTINUOUS STRINGS FROM ONE CORNER OF AN OPENING TO ANOTHER, SHALL BE DETAILED TO SHOW THE DISTANCE FROM AT LEAST ONE END OF THE BAR TO THE NEAREST BUILDING GRID LINE OF WALL.
5. PLAIN WELDED WIRE FABRIC SHALL BE LAPPED AND/OR ANCHORED TO DEVELOP f'y PER ACI 318.





FOUNDATION PLAN

SCALE: 1/32" = 1'-0"

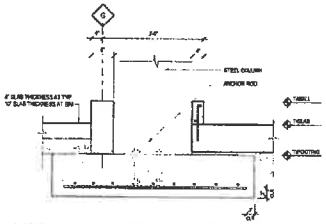
FOUNDATION PLAN NOTES

1. FINISH SLAB FLOOR ELEVATION = 100'-0", LOCAL DIPS OR RISES ADJ. TO STRUCTURAL TOP OF FOOTING ELEVATION = 99'-0" UNLESS NOTED OTHERWISE
2. SLAB-ON-GRADE IN OFFICE AREA 1 TO BE 4" THICK WITH 6x6 W2.9xW2.9 WWF PER SPECIFICATION WHICH BE HUNG ON 1/2" CHAIRS PRIOR TO SLAB CONCRETE POUR. SAW CUT EXPANSION JOINTS
3. SLAB-ON-GRADE IN GARAGE AREAS TO BE 6" THICK REINFORCED WITH #5 REBAR AT 18" OC OR #4 BARS AT 12" OC ON ONE LAYER AT MIDHEIGHT OF SLAB ON WHICH BE HUNG ON 1" COARSE STONE BASE UNLESS NOTED OTHERWISE. CHAIRS/CORBELS THAT MAY BE SUBSTITUTED FOR #5 REBAR CHAIRS CONTAINS "THERMALAY" BAR MAY BE SUBSTITUTED FOR #5 REBAR.
4. SLAB-ON-GRADE IN GARAGE AREA SHALL BE CONTINUOUS WITH SLAB ON GRADE THROUGH BELOW FOUNDATION WALLS STEMS. NO STRIP 18" BELOW FINISH SLAB EXCAVATION.
5. OVER EXCAVATION PER DETAIL, MUSH MAY BE REQUIRED TO REMOVE UNSUITABLE UNDERCUTTED FILL AND UNSUITABLE BEARING SOIL.
6. TYPICAL DETAIL TYPES SHOWN TO PLAN MEDIUM
   - 3/S501 SCOPE BOX STRIP DETAIL
   - 2/S501 WALL FOOTING OVER LEDGE
   - 4/S501 CONCRETE WALL CORNERS DETAIL
   - 5/S501 SLAB-ON-GRADE JOINT DETAIL
   - 6/S501 CONCRETE WALL JOINT DETAIL
   - 10/S501 CORNER REINFORCEMENT DETAIL
   - 8/S501 STOOP DETAIL
7. DENOTES APPROXIMATE LOCATION OF SOIL BORING AND ARTIGAN DESIGN OF SUITABLE BEARING MATERIAL.

   FOOTING BELOW WHICH HAVE UNSUITABLE EXCAVATION WHERE TO SUITABLE BEARING MATERIAL AS REQUIRED AND BACKFILLING WITH COMPACTED STRUCTURAL FILL AS DESCRIBED IN GEOTECHNICAL REPORT INDICATED ON SHEET S001

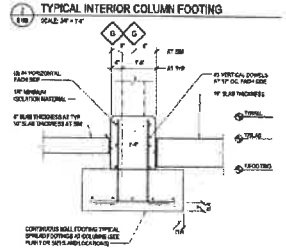
FOUNDATION KEY NOTES

1. LOCATION OF STAIR SUPPORT POSTS AND REQUIRED ANCHOR BOLTS TO BE DETERMINED BY STAIR FABRICATOR



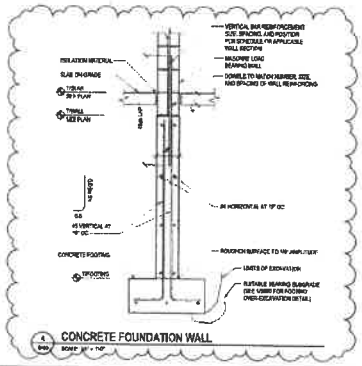
TYPICAL INTERIOR COLUMN FOOTING

SCALE: 3/4" = 1'-0"



DETAIL AT SLAB TRANSITION

SCALE: 3/4" = 1'-0"



CONCRETE FOUNDATION WALL

SCALE: 3/4" = 1'-0"

HSR ARCHITECTURE ENGINEERING INTERIOR DESIGN

HSR ASSOCIATES INC.
1108 SOUTH BLACK RIVER STREET
LA CROSSE, WISCONSIN
PHONE: 608.784.1930
FAX: 608.782.5844
www.hsrassociates.com

Consultant:
raSmith

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT FACILITY

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: FOUNDATION PLAN

HSR Project Number: HSR 020042

Project Date: NOVEMBER 2020

Drawn By: raSmith

Key Plan

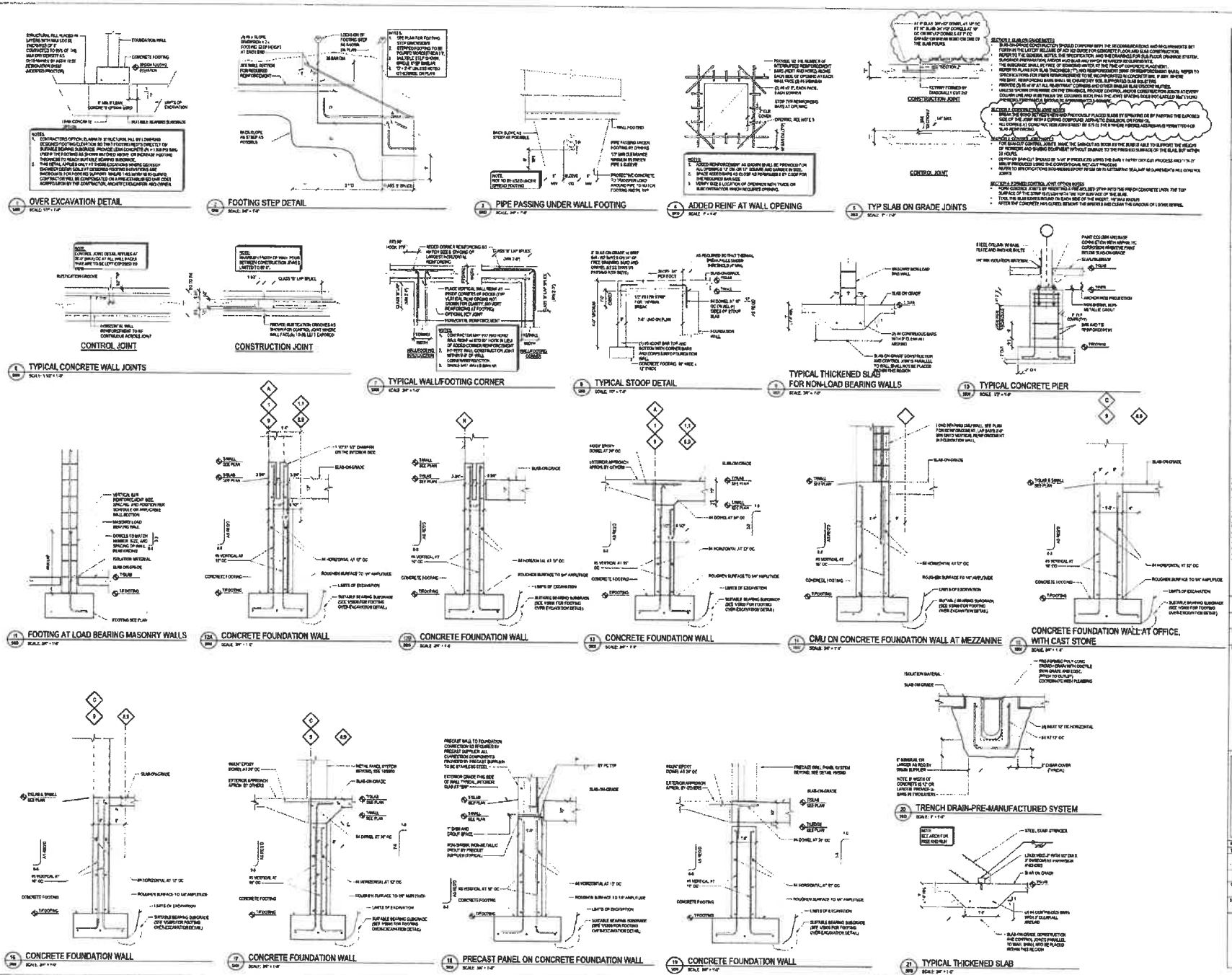
BID PACKAGE #2

Revisions	
No.	Date
CONSTRUCTION BID LETTER #1	3/10/21
CONST.	3/31/21

Grapher Scale: VARIES

Last Update: 3/31/2021 4:33:29 PM

S100



HSR ASSOCIATES INC.
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Consultant:
raSmith
architects planners engineers
www.rasmith.com
project number 120239

HOUSTON COUNTY
HIGHWAY DEPARTMENT FACILITY

Project Title
Project Location: 1138 E. WASHINGTON ST. CALEDONIA, MN 55921

FOUNDATION DETAILS
Sheet Title

HSR Project Number: HSR 020042
Project Date: NOVEMBER 2020
Drawn By: raSmith
Key Plan

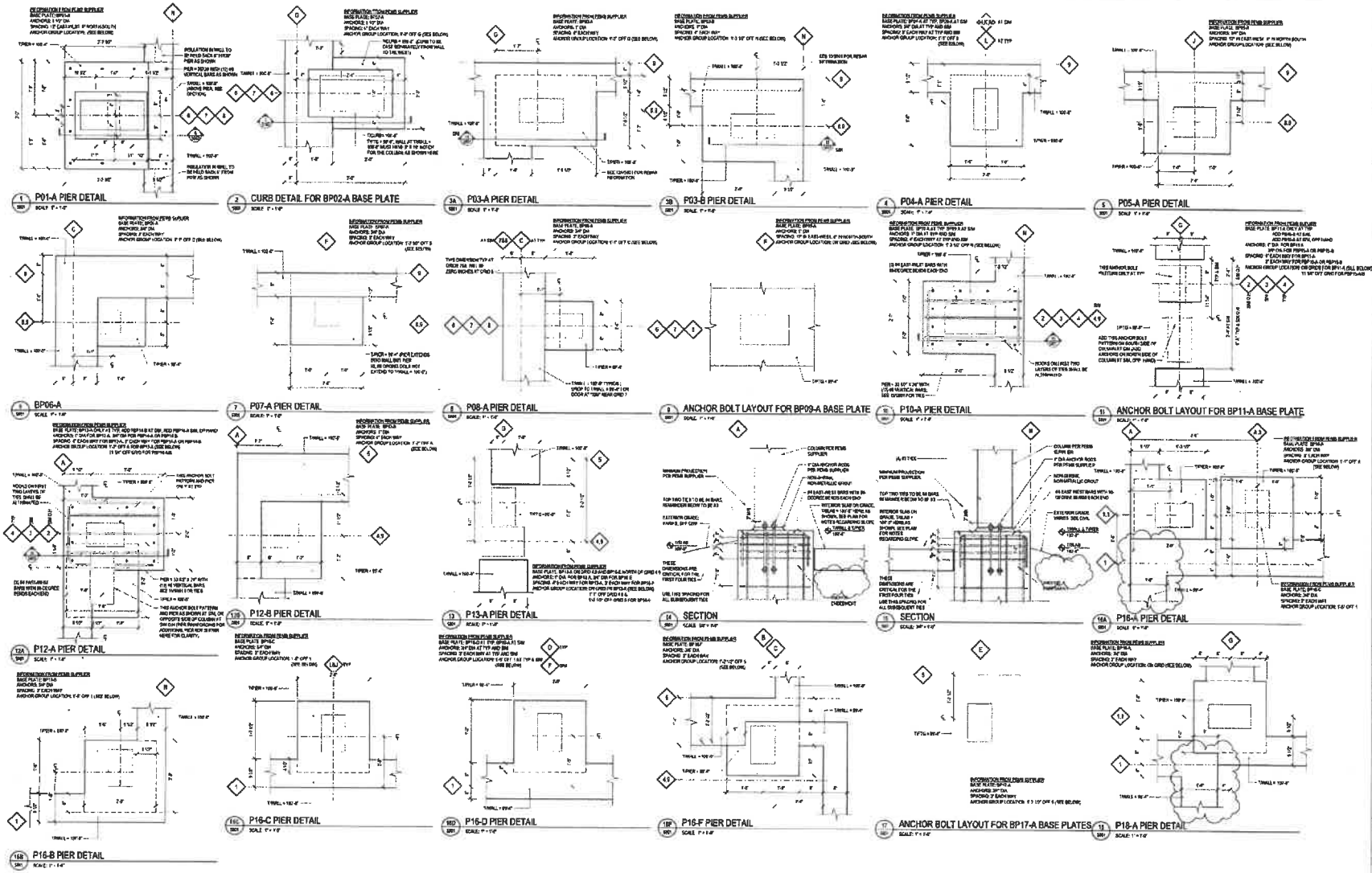
BID PACKAGE #2

Revisions

No.	Description	Date
	CONSTRUCTION BULLETIN #1	3/31/21

Graphic Scale: VARIES
Last Update: 3/31/2021 4:39:30 PM

S800



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Consultant: raSmith

HOUSTON COUNTY
HIGHWAY DEPARTMENT FACILITY

Project Location: 112A E. WASHINGTON ST.
CALEDONIA, MN 55921

Sheet Title: FOUNDATION DETAILS

HSR Project Number: HSR #20042

Project Date: NOVEMBER 2020

Drawn By: raSmith

Key Plan:

BID PACKAGE #2

No.	Description	Date
	CONSTRUCTION PLAN SETS	3/12/2021
	CBC	3/31/2021

Graphic Scale: VARIES

Last Issued: 3/31/2021 4:39:32 PM

S801

PREFABRICATED TRENCH DRAINS (DTPF)

STANDARD SIZES

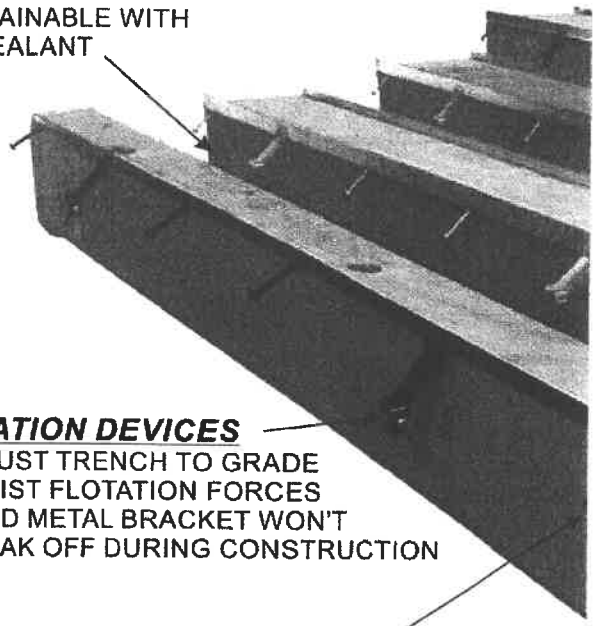
- 2" ID
- 4" ID
- 6" ID
- 8" ID
- 10" ID
- 12" ID
- 18" ID
- 24" ID
- 36" ID
- 48" ID

TRENCH BODY

- 8' LENGTHS TYPICAL
- OFFERED IN 10', 16', AND 20' LENGTHS
- WIDTHS FROM 2" - 48" STANDARD
- CUSTOM WIDTHS & PROFILES

JOINTS

- LARGE 2" BELL CONNECTIONS
- WATERTIGHT SEAL ATTAINABLE WITH FACTORY SUPPLIED SEALANT



PREFABRICATED TRENCHES

- FIBER REINFORCED POLYMER CONCRETE BODY INSTALLS FAST AND IMPROVES FLOW RATES
- RESISTANT TO DILUTE CHEMICALS, ROAD SALTS, AND PETROLEUM PRODUCTS
- PLYWOOD TOP KEEPS TRENCH SAFE AND CLEAN DURING CONSTRUCTION
- BUILT IN STEEL INSTALLATION DEVICES WON'T BREAK AND RESIST FLOTATION
- WIDE ARRAY OF FRAMES AND GRATES
- ANY WIDTH TRENCH
- BUILT IN SLOPE PER SPECIFIED INVERTS
- EASY INSTALLATION

INSTALLATION DEVICES

- ADJUST TRENCH TO GRADE
- RESIST FLOTATION FORCES
- RIGID METAL BRACKET WON'T BREAK OFF DURING CONSTRUCTION

CONCRETE ANCHORS

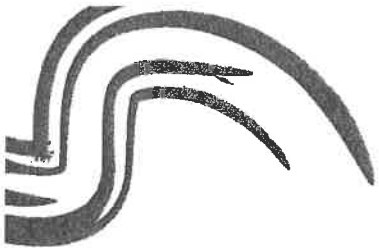
- 18" O.C. TYPICAL
- 3" X 3/8" THICK FOR DURABILITY
- EXTENDED SYSTEM LIFE IN TRAFFIC APPLICATIONS

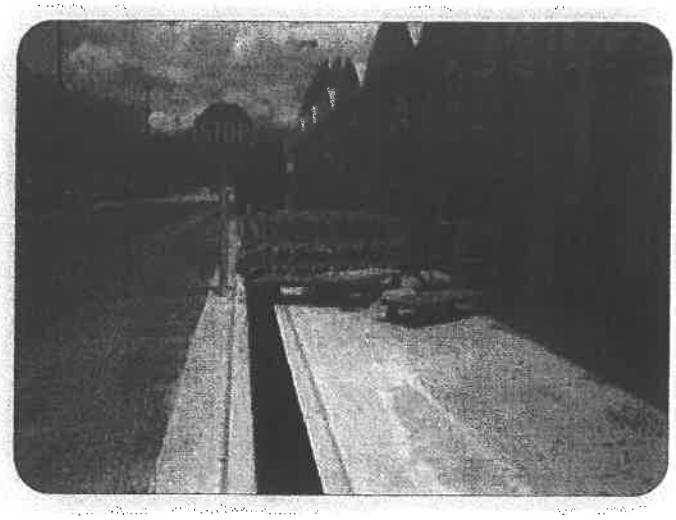
PREFABRICATED TURNS

- SMOOTH INTERIOR
- CONTRACTOR FRIENDLY
- WELDED FRAME

NOTES:

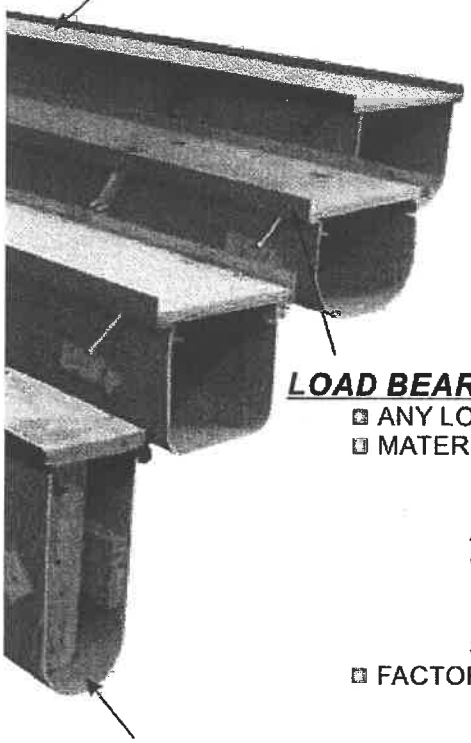
1. Maximum trench length is only limited by constructability.
2. Standard slope is 0.5% unless specified otherwise.
3. Rectangular bottom trenches are available upon request or per application.





INSTALLATION

- SHIPS FULLY ASSEMBLED
- PLYWOOD TOP FOR SAFETY
- PLYWOOD KEEPS CONCRETE OUT DURING CONSTRUCTION
- EASILY ATTACH BRACES TO WOOD TOP



LOAD BEARING FRAME

- ANY LOAD CONDITION
- MATERIAL OPTIONS INCLUDE:
  - POWDER COATED STEEL
  - GALVANIZED STEEL
  - ALUMINUM
  - CAST IRON
  - PLASTIC
  - FIBERGLASS
  - STAINLESS STEEL
- FACTORY ATTACHED TO BODY

SMOOTH RADIUS INTERIOR

- INCREASED FLOW
- LESS SEDIMENT BUILD-UP

SLOPE

- 0.5% AND 1% SLOPE STANDARD
- CUSTOM SLOPES OFFERED

GRATES

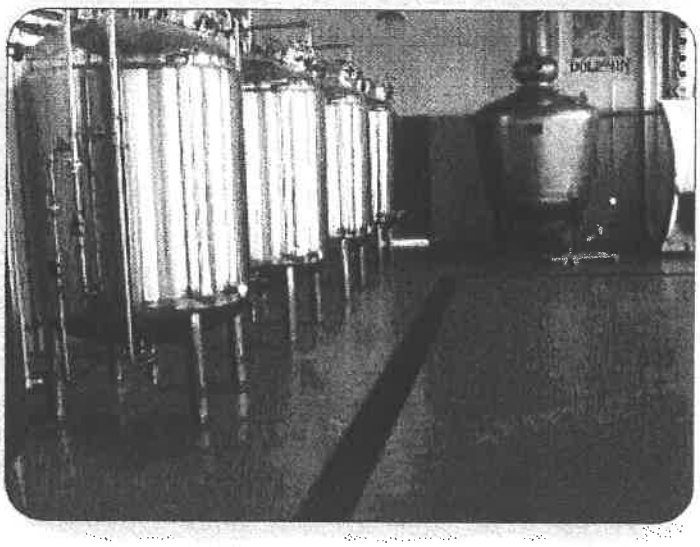
- WIDE VARIETY OF GRATES
- PEDESTRIAN TO AIRCRAFT LOADING
- ADA & HEEL PROOF OPTIONS

The Dura-Trench prefabricated trenches are the work horse of the product line. They are manufactured using GFRPC (Glass fiber reinforced polymer concrete). This is a proprietary blend of polyester resins, UV inhibitors, aggregates, ultra hard ceramic pellets, glass fibers, and pigments. This revolutionary formula makes the trenches extremely durable, lightweight, resistant to most common chemicals, and very easy to install.

These trench systems come in a variety of standard and custom widths, can have any slope, and offer a wide assortment of frames and grates to meet virtually any need.

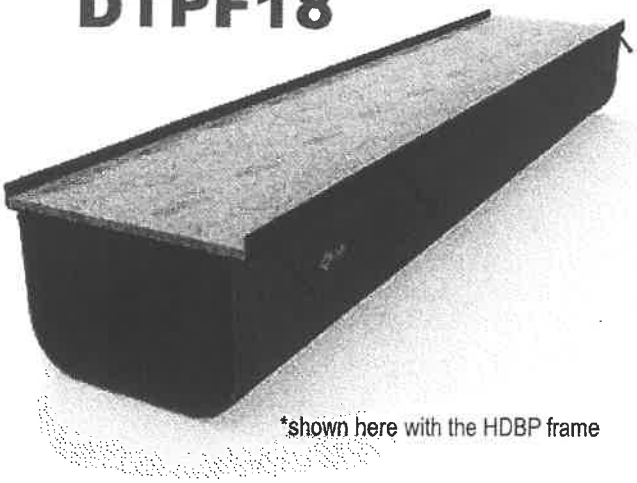
The system is shipped factory assembled and ready to install. Plywood in the top keeps the frames aligned, coplanar, and debris out. Installation aides are standard. Factory fabricated turns and intersections ensure an easy and precise fit.

Choose a Dura-Trench prefabricated trench system if you need a quality trench system for your next project.



Visit us on the web at www.trenchdrain.net for more information on:
Flow rates, chemical resistance, material properties, etc.

DTPF18



*shown here with the HDBP frame

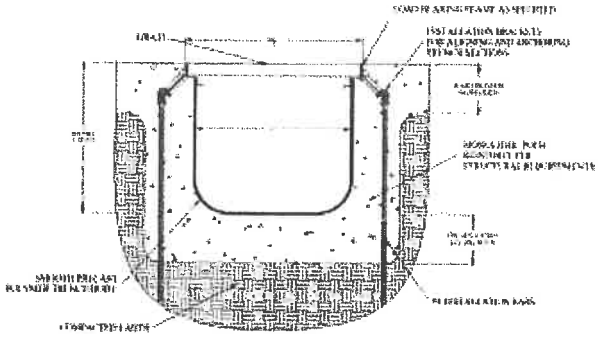
SYSTEM CHARACTERISTICS:

- General Purpose Drain
- Typical for flows up to 22 cfs (10,000 gpm)
- Heavy debris loading
- All load classes

FRAME OPTIONS	MDGS, MDSS, MDAL, HDBP, HDGS, HDSS, HDFG, EXGS, EXSS, EXDI, CUSTOM
GRATES	20" WIDE GRATES
SYSTEM DEPTH	6" - 48" TYP (3" MIN DEPTH WITH RECT BOTTOM)
SECTION LENGTH	8' TYP (16' OR LONGER OPTION)
SLOPE	0.5% & 1% OR SPECIFY INVERTS

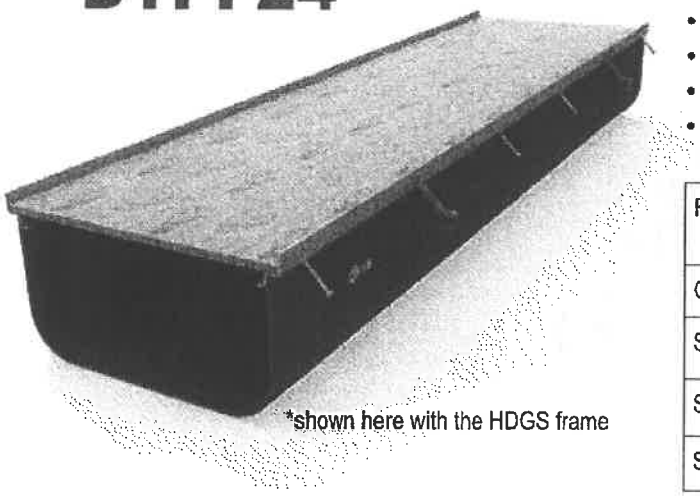
Engineering Specification:

Trench drain shall be DuraTrench as manufactured by Eric'sons, 574C Industrial Way N., Dallas, GA 30132 - (770-505-6575). The trench drain body shall be composed of polyester fiber reinforced polymer concrete. The trench shall have a 18" clear open throat and have a rounded or flat bottom as indicated in details. The trench body shall be gray in color to closely resemble the color of concrete and have a smooth interior for improved flow rates and reduced debris build-up. Sections shall be 96" long (typical) and have a 2" receiving flange on the upstream end for receiving and sealing the trench sections together. Each of the sections shall be labeled to indicate proper flow and placement. The trench body shall mate to the frame and form a grate seat that shall accept the specified grate. The body shall be supplied with a factory fit top for rail alignment and fastening of the channels in the field ensuring that the rails are cast in a coplanar manner. The trench body shall have the following properties: 12,600 psi minimum tensile strength per ASTM C307, 11,600 psi. minimum compressive strength per ASTM C579, 26,500 psi minimum flexural strength per ASTM C580, less than 0.35% water absorption, shall be frost proof, salt proof, and be resistant to dilute acids and alkalis per ASTM C267.



TYPICAL DTPF18-HDBP TRENCH SECTION

DTPF24



*shown here with the HDGS frame

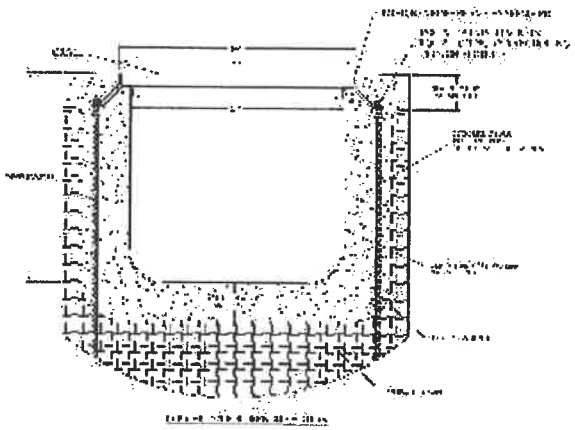
SYSTEM CHARACTERISTICS:

- General Purpose Drain
- Typical for flows up to 35 cfs (2750 gpm)
- Heavy debris loading
- All load classes

FRAME OPTIONS	MDGS, MDSS, MDAL, HDBP, HDGS, HDSS, HDFG, EXGS, EXSS, EXDI, CUSTOM
GRATES	26" WIDE GRATES
SYSTEM DEPTH	6" - 48" TYP (3" MIN DEPTH WITH RECT BOTTOM)
SECTION LENGTH	8' TYP (16' OR LONGER OPTION)
SLOPE	0.5% & 1% OR SPECIFY INVERTS

Engineering Specification:

Trench drain shall be DuraTrench as manufactured by Eric'sons, 574C Industrial Way N., Dallas, GA 30132 - (770-505-6575). The trench drain body shall be composed of polyester fiber reinforced polymer concrete. The trench shall have a 24" clear open throat and have a rounded or flat bottom as indicated in details. The trench body shall be gray in color to closely resemble the color of concrete and have a smooth interior for improved flow rates and reduced debris build-up. Sections shall be 96" long (typical) and have a 2" receiving flange on the upstream end for receiving and sealing the trench sections together. Each of the sections shall be labeled to indicate proper flow and placement. The trench body shall mate to the frame and form a grate seat that shall accept the specified grate. The body shall be supplied with a factory fit top for rail alignment and fastening of the channels in the field ensuring that the rails are cast in a coplanar manner. The trench body shall have the following properties: 12,600 psi minimum tensile strength per ASTM C307, 11,600 psi. minimum compressive strength per ASTM C579, 26,500 psi minimum flexural strength per ASTM C580, less than 0.35% water absorption, shall be frost proof, salt proof, and be resistant to dilute acids and alkalis per ASTM C267.



WIESER BROTHERS
General Contractor, Inc.

CHANGE ORDER REQUEST # 7

Project Name: Houston County Hwy Department **Job #** 220193

Date: 4/21/2021

DESCRIPTION OF WORK TO BE DONE:
Changes represented on Construction Bulletin #3

	Sub Quote	Labor Total	Tax Exempt Material Total	Material Total	Total Cost
Hengel Brothers, Valley Builders, Valley Custom	-$2,806.15		-$5,472.88		-$8,279.03
Welding, Thompson Drywall, Wieser Brothers					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Subtotal	-$2,806.15	$0.00	-$5,472.88	$0.00	
				Subtotal	-$8,279.03
				Contractor's Fee	
				Total for Change Order	-$8,279.03

Approval: _____

Date: _____

Wieser Brothers General Contractor, Inc. | 200 Twilite Street La Crescent, MN 55947
www.wieserbrothers.com | Office 507.895.8903 | Fax 507.895.8438

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.:	03
Owner:	Houston County Highway Department	Date:	April 13, 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. Removal of Fire Pump Room 135
    a. Architectural Changes
    b. Electrical Changes
    c. Plumbing Changes

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: A101/1, A111/1, A307, E100, E200, E600, P100, P110, P200

Document:
See snips from architectural and electrical 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 Will – HSR Associates
Scott Gerzsik – HSR Associates
David Boldt – RA Smith, Inc.
Steve Kelly – HSR Associates

File - HSR Associates

1A). Removal of Fire Pump Room 135.

a. Architectural Changes 1/A101
   i. Removal of Fire pump room 135
   ii. Removal of wall D6a at Fire Pump room 135
   iii. Removal of doors 135.1 and 135.2
   iv. Dimension string updated to reflect removal of Fire Pump room 135
b. Architectural Changes 1/A111
   i. Removal of Fire pump room 135

ii. Removal of walls D6a at Fire Pump RM 135
iii. Removal of ceiling and light fixtures in Fire Pump RM 135

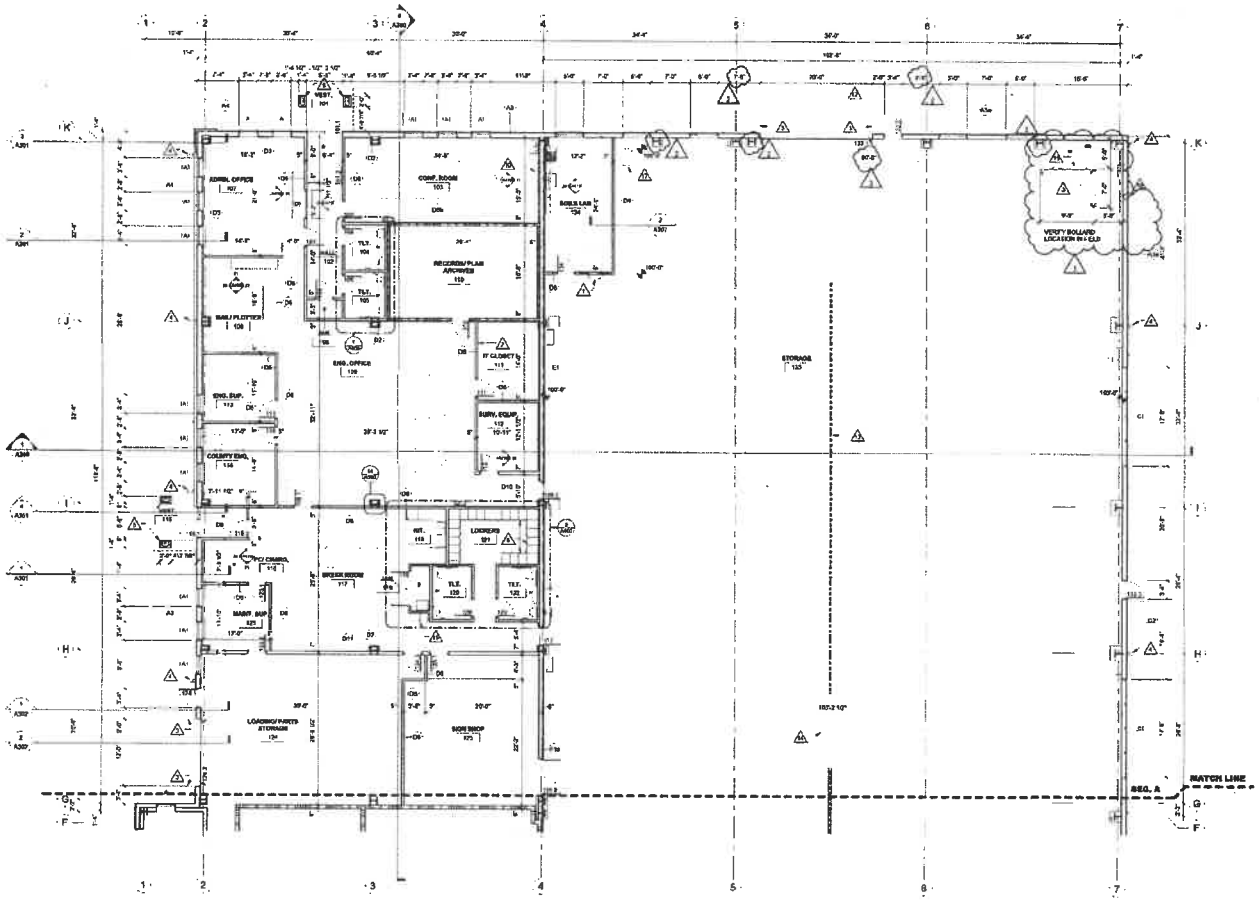
c. Architectural Changes A/307
   i. Omit wall Section 3
d. Add bollards to protect new locations of plumbing and electrical.

1B). Electrical Changes (E100, E200, E600)

a. E100 First Floor Lighting – Seg. A
   a. First Floor Seg. A; Fire Pump Room 135:
      i. Delete Type "D" light fixtures, light switch and associated branch circuit.
      ii. Delete exit light "X2" and exterior "RH" light.
b. E200 First Floor Power Seg. A
   a. First Floor Seg. A; Fire Pump Room 135:
      i. Delete connection to fire pump motor "FP" and delete 600 amp safety switch.
      ii. Delete equipment connection to electric wall heater "EWH" and associated circuit A-36
   b. First Floor Seg. A; Storage 133:
      i. Relocate 800 amp main disconnect switch ad panel DP.
      ii. Relocated exterior pad transformer and C/T cabinet.
c. E600 – Electric Riser Diagram and Schedules:
   a. Electric Riser Diagram:
      i. Delete 600 Fused Safety Switch and associated feeder to fire pump.
      ii. Change C/T Cabinet from 1200 amps to 800 amps.
      iii. Reduce Feeder "A" from 3 parallel runs, to 2 parallel runs of (4) #600kcmil conductors. (Revise feeder schedule).

1C). Plumbing Changes (P110, P100, P200)

a. Relocated water meter, RPZ, floor drain and associated piping to new location along exterior wall.



1 FLOOR PLAN - SEG. A

1/8" = 1'-0"

PLAN GENERAL NOTES:

A. REFER TO CODE PLANS FOR FIRE RATING LOCATIONS AND ACCESSIBILITY ROUTES.

B. SEE SHEETS FOR FLOOR AND WALL FINISH LAYOUTS.

C. LOOSE FURNISHINGS EXCEPT AS NOTED SHALL BE PROVIDED AND INSTALLED BY THE OWNER. SHOWN DASHED FOR REFERENCE ONLY.

D. EXISTING ALL WALLS TO REMAIN UNLESS NOTED OTHERWISE.

E. SEE STRUCTURAL FOR SLAB CONTROL JOINTS.

F. GENERAL CONTRACTOR TO PROVIDE CONCRETE SCULPTURE PROCURED AS REQUIRED FOR SEISMIC CHANGES - EQUIPMENT, EQUIPMENT, ALREY BASE, PROFILE & LOCATION WITH MECHANICAL / ELECTRICAL.

G. VERIFY EXACT SIZE AND LOCATION OF ALL MECHANICAL / PLUMB AND ELEC EQUIPMENT. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH OF ALL VISIBLE AREAS. ALL OPENING SHALL BE REPLACED AFTER UTILITY INSTALLATION - COORDINATE LINES, INCORPORATING WITH STRUCTURAL.

PLAN LEGEND:

A	SYMBOL INDICATES WALL TYPE. SEE SHEET AND FOR WALL TYPE DETAILS.
A	SYMBOL INDICATES WINDOW TYPE. SEE SHEET AND FOR WINDOW TYPE
A	SYMBOL DESCRIBES CONSTRUCTION NOTE THIS SHEET
1 HOUR 1 HOUR	1 HOUR WALL
2 HOUR 1 HOUR	2 HOUR WALL
CCJ	CHP SD CONTROL JOINT
PMB	PRE ENGINEERED METAL BUILDING

KEY NOTES PLAN

1	[illegible] PLATFORM
2	[illegible]
3	[illegible] CONCRETE PILLAR WITH SCULPTURE [illegible] 30 MP 12A. CONCRETE TO 4'-0" BELOW GRADE OR TOP OF FOOTING
4	[illegible] LOCATIONS
5	[illegible] COUPER - SEE AREAS FOR SECTION
6	METAL ENCLOSURE ON CONC - SEE SHEET AUB
7	[illegible] STORAGE AND HOOKS - OWNER PROVIDED AND INSTALLED
8	[illegible] MAGNET - OWNER PROVIDED, CONTRACTOR INSTALLED FOR PRESSURE WASHER SEE DETAILS SEE [illegible]
9	[illegible]
10	[illegible]
11	[illegible]
12	[illegible] LOCKER TYP - 6'11"
13	[illegible]
14	CONCRETE FOUNDATION - SEE CIVIL
15	CONTRACTOR TRENCH DRAIN - SEE PLANS
16	CATCH BASIN - SEE PLANS
17	[illegible] SPARKING FOUNTAIN - SEE PLANS
18	[illegible] TRENCH WITH GRATE - SEE PLANS
19	[illegible]
20	[illegible]
21	[illegible]
22	[illegible]

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Consultant:

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1135 E. WASHINGTON ST. CALEDONIA, MN 55921

Drawn Title: FLOOR PLAN - SEG. A

HSR Project Number: 20042

Project Date: NOVEMBER 2020

Drawn By: AF

Key Plan:

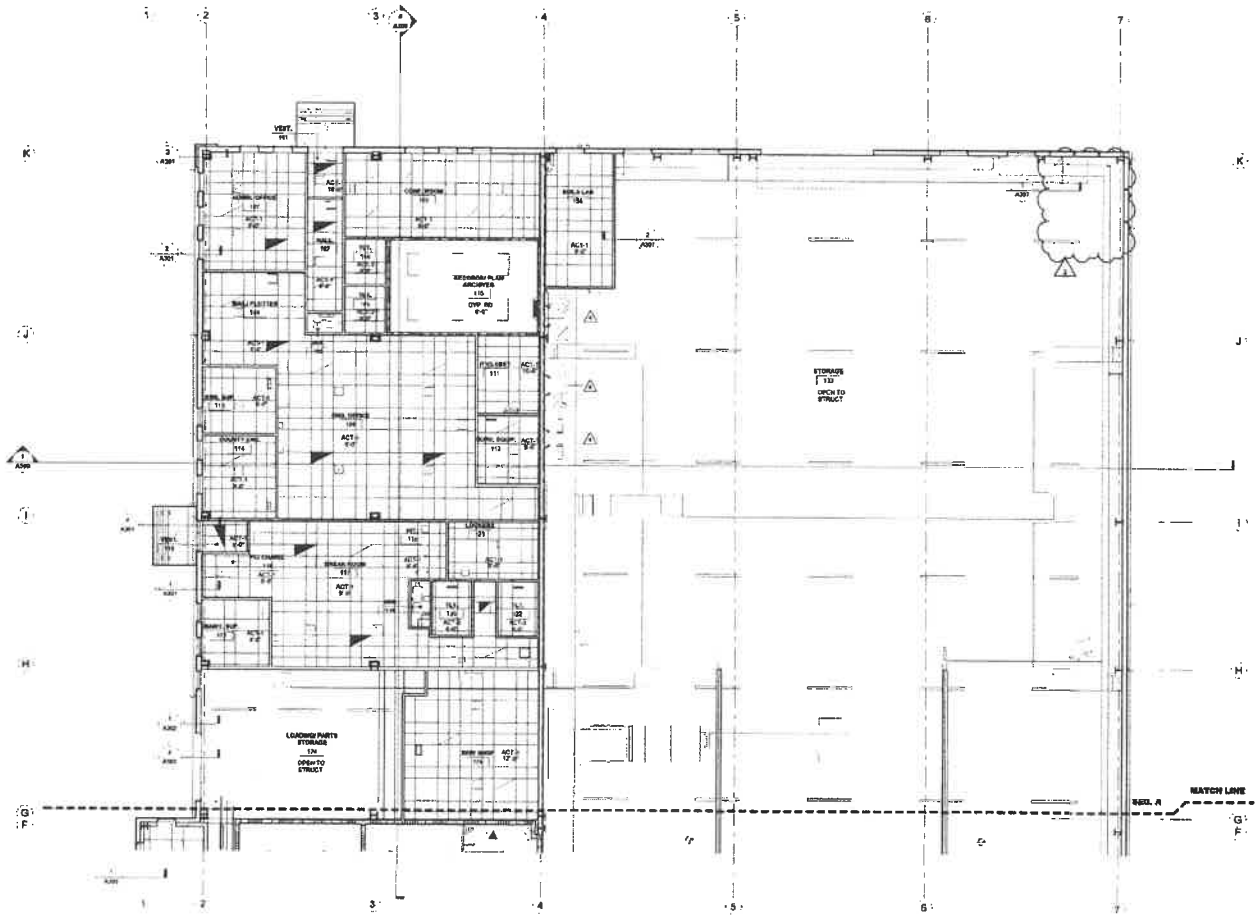
BID PACKAGE #2

Revisions:

No.	Description	Date
2	CB1	01/8/2021
3	CB3	02/2021

Last Update: 4/12/2021 10:11:27 AM

A101



1 REFLECTED CEILING PLAN - SEG. A

1/8" = 1'-0"

RCP GENERAL NOTES:

A. SEE MECHANICAL FOR CEILING GRILLE INFORMATION

B. SEE ELECTRICAL FOR LIGHTING TYPES

C. ALL INTERIOR PARTITIONS TO EXTEND TO BOTTOM OF DECK UNLESS OTHERWISE NOTED. CLOSE DECK FLAT LEVEL TO TOP OF WALL WITH MINIMUM FILLER OR FIREPROOFING SYSTEM. IN OPEN TOD PARTITIONS SEE SPECIFICATION FOR LEVEL OF FINISH ABOVE FINISHED CEILING.

D. ALL REMAINING PARALLAX SPACE AROUND EXISTING PERIMETER WALLS SHALL BE HEAVILY SEALED WITH FIRE RATED MATERIAL OR FIRE RATED BATT SHALL BE INSTALLED TIGHT WITH THE SAME AS THE WALL

E. WHERE RECEIVED/EXPOSED STRUCTURE UNLESS NOTED OTHERWISE, CONTRACTOR SHALL REDIP ALL REF ABOVE OR EVEN WITH THE LEVEL OF THE LIGHTS. DRIP SHALL RUN IN NEAT ORDERLY APPEARANCE GENERALLY PARALLEL OR PERPENDICULAR TO PRIMARY STRUCTURE. WALLS IN THESE AREAS SHALL BE PAINTED AND ALL STRUCTURE / MEP COMPONENTS ARE TO BE PAINTED.

F. REFER TO INTERIOR DESIGN SHEETS FOR DIMENSIONS

G. HANGERS AND SUPPORTS: MECHANICAL, PLUMBING, ELECTRICAL AND OTHER TRADES CONTRACTORS SHALL NOT HANG OR SUPPORT THEIR WORK FROM THE DECK DECK. NOT HANGER, CONDUIT RUNS SHALL NOT BE LAID ON ROOF DECK NOR LAID ON THE STRUCTURAL SUPPORT THAT SUPPORTS THE DECK DECK. NO FASTENERS SHALL PENETRATE ROOF DECK BY ANY TRADE OTHER THAN THE ROOFING CONTRACTOR FOR THE NEW ROOF SYSTEM

H. CONFIRM EXACT LOCATION OF OVERHEAD PROJECT DAS AND OTHER CEILING MOUNTED EQUIPMENT WITH OWNER / MANUFACTURER PRIOR TO INSTALLATION. SEE DIAGRAM PLANS FOR MOUNTING EQUIPMENT

I. CEILING TYPES INSTALLED AS NOTED ON PLANS. SEE SPECIFICATIONS FOR ADDITIONAL SYSTEM INFORMATION. ACT-1 = 2'X2' ACOUSTICAL CEILING, ACT-2 = GYP. PACKED GYP

PLAN LEGEND:

- LIGHT FIXTURE - SEE ELECTRICAL
- LIGHT FIXTURE - SEE ELECTRICAL
- D LIGHT FIXTURE - SEE ELECTRICAL
- SUPPLY - SEE MECHANICAL
- RETURN - SEE MECHANICAL
- EXHAUST - SEE MECHANICAL
- CEILING ACCESS PANEL - SEE SPECIFICATIONS

KEY NOTES RCP

1. 5 TON SNOW GUARD
2. PROVIDE 8'-0" ON SNOW CRANE TO LIFT TRAVEL OVER BENCHMARK EQUIPMENT
3. EXPOSED PIPE DOWN - PAINT
4. SEE ROOF DECK SCHEDULE SHEET AS THIS 2 CONTINUE

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www.hsrassociates.com

Consultant

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: RCP - SEG. A

HSR Project Number: 20042

Plot and Date: NOVEMBER 2020

Drawn by: AF

Key Plan:

BID PACKAGE #2

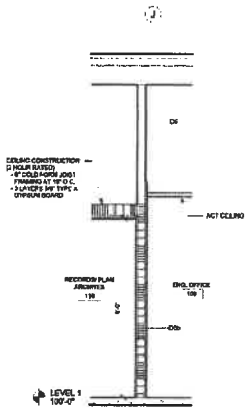
Revisions

No.	Description	Date
1	CB4	4/12/2021

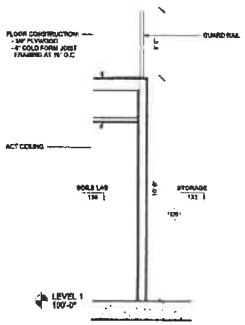
Graphic Scale: 0 2' 4' 8' 12'

Last Updated: 4/12/2021 10:13:18 AM

A111



1 WALL SECTION
1/2" = 1'-0"



2 WALL SECTION
1/2" = 1'-0"

3 WALL SECTION
1/2" = 1'-0"

HSR ARCHITECTURE ENGINEERING INTERIOR DESIGN

HSR ASSOCIATES INC.
102 SO. MAIN ST.
LA CROSSE, WISCONSIN
PHONE: 608.784.1530
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Consultant:

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: WALL SECTIONS

HSR Project Number: 20042

Project Date: NOVEMBER 2020

Drawn By: Author

Key Plan:

BID PACKAGE #2

Revisions

No.	Description	Date
3	CD2	4/12/2021

Current Scale: VARIES

Last Update: 4/12/2021 10:13:35 AM

A307

LOW VOLTAGE LIGHTING RELAY SHEDULE

PANEL LVCP-1

RELAY NUMBER	ROOMS NUMBER(S) SERVED	LIGHTS CONTROLLED	REMARKS
R1	PARKING GARAGE 120 STORAGE 131	TYPE 'B' FIXTURES	1
R2	PARKING GARAGE 120 STORAGE 132	TYPE 'B' FIXTURES	1
R3	PARKING GARAGE 120 STORAGE 133	TYPE 'B' FIXTURES	1
R4	EXTERIOR BUILDING LIGHTS	TYPE 'DA' & 'DAA' FIXTURES	1,2,3
R5	EXTERIOR BUILDING LIGHTS	TYPE 'DA' FIXTURES	1,2,3
R6			
R7			
R8			
R9	SPARE		
R10	SPARE		

REMARKS

1. RELAYS MAYBE CONTROLLED FROM MULTIPLE SWITCH LOCATIONS. REFER TO DRAWINGS FOR LOCATIONS AND QUANTITIES
2. CONTROL BY PHOTO CONTROL ON/OFF CLOCK OFF
3. PROVIDE 120 TURES WITH DIMMING 0 TO ALL OW DIMMING OF EXTERIOR LIGHT FIXTURES. RE 1 DIMMING LEVELS TO 50% AT 10:00 pm OR TO OWNERS PREFERENCE

LOW VOLTAGE LIGHTING RELAY SHEDULE

PANEL LVCP-2

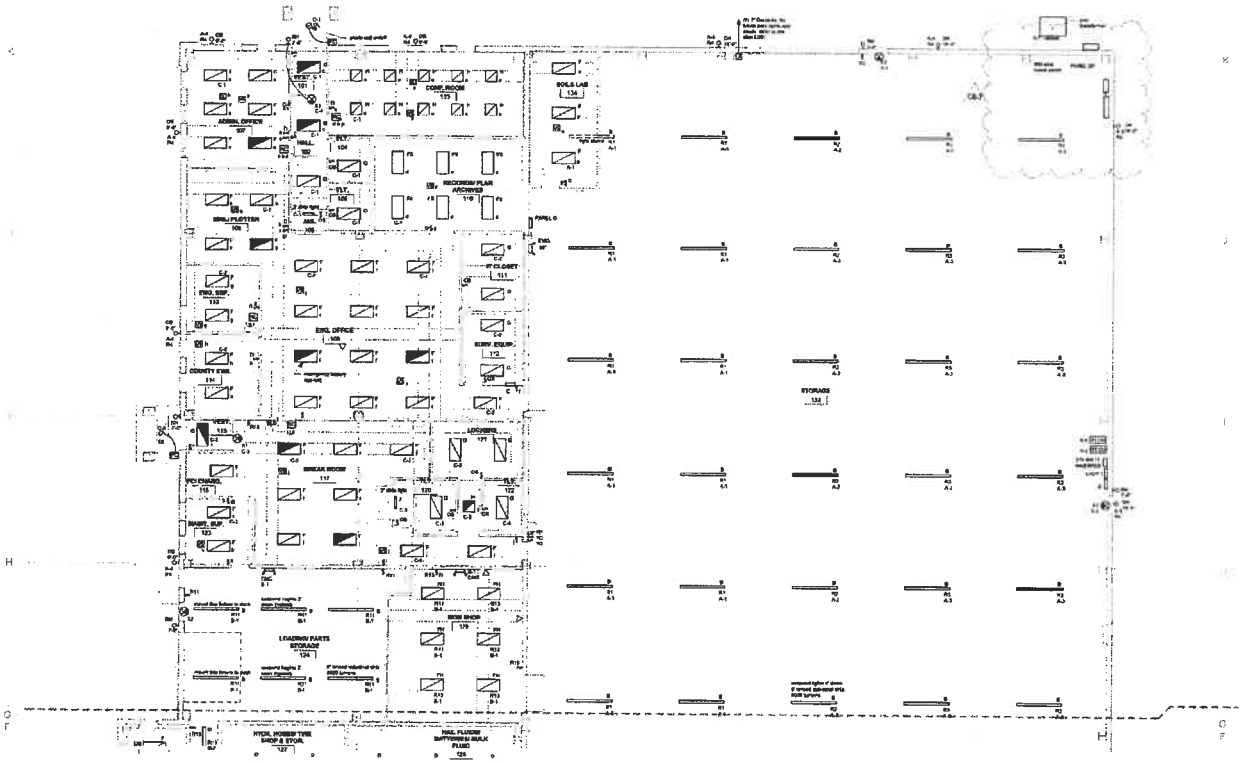
RELAY NUMBER	ROOMS NUMBER(S) SERVED	LIGHTS CONTROLLED	REMARKS
R11	LOADING PARTS STORAGE 124	TYPE 'B' FIXTURES	1
R12	BOR SHOP 125	TYPE 'B' FIXTURES	1,2
R13	REPAIR GARAGE 129	TYPE 'A' FIXTURES	1
R14	REPAIR GARAGE 129	TYPE 'A' FIXTURES	1
R15	TRUCK WASH 130	TYPE 'C' FIXTURES	1
R16	TRUCK WASH 130	TYPE 'C' FIXTURES	1
R17	EXTERIOR LIGHTING	TYPE 'DA' FIXTURES	1,2,3
R18	ALL EXTERIOR LIGHTING	TYPE 'DA' AND 'DAA' FIXTURES	1,2,3,4
R19	SPARE		
R20	SPARE		

REMARKS

1. RELAYS MAYBE CONTROLLED FROM MULTIPLE SWITCH LOCATIONS. REFER TO DRAWINGS FOR LOCATIONS AND QUANTITIES
2. CONTROL BY PHOTO CONTROL ON/OFF CLOCK OFF
3. PROVIDE FIXTURES AND CONTROLS TO ALLOW DIMMING OF EXTERIOR LED FIXTURES. SET DIMMING LEVELS TO 50% AT 10:00 pm OR TO OWNERS PREFERENCE
4. PROVIDE OVERIDE SWITCH TO TURN ALL NIGHTLIGHTS TO FULL BRIGHTNESS DURING DIMMING MODE FOR 2 HOURS.
5. PROVIDE WIRELESS DIMMING CONTROLS.

GENERAL NOTES : REMODEL

A	ALL ELECTRICAL DEVICES SHOWN TO BE NEW UNLESS INDICATED OTHERWISE.
B	PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS
C	PROVIDE SEPARATE NEUTRAL CONDUCTORS FOR EACH BRANCH CIRCUIT.
D	PROVIDE FIRE STOPPING AND SMOKE DRAFT STOPPING AT ALL CONDUIT PENETRATIONS. REFER TO SPECIFICATIONS SECTION 07 84 00 FOR FIRE RESISTIVE AND NON-FIRE RESISTIVE ASSEMBLIES.



1 FIRST FLOOR SEG. A

1/8" = 1'-0"

HSR ASSOCIATES INC.
109 MILWAUKIE STREET
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Consultant:

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 112A E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: FIRST FLOOR LIGHTING - SEG. A

HSR Project Number: 20042

Project Date: NOVEMBER 2020

SMC

Key Plan

BID PACKAGE #2

Revisions:

No.	Description	Date
CB-7	CB-7	01.2021

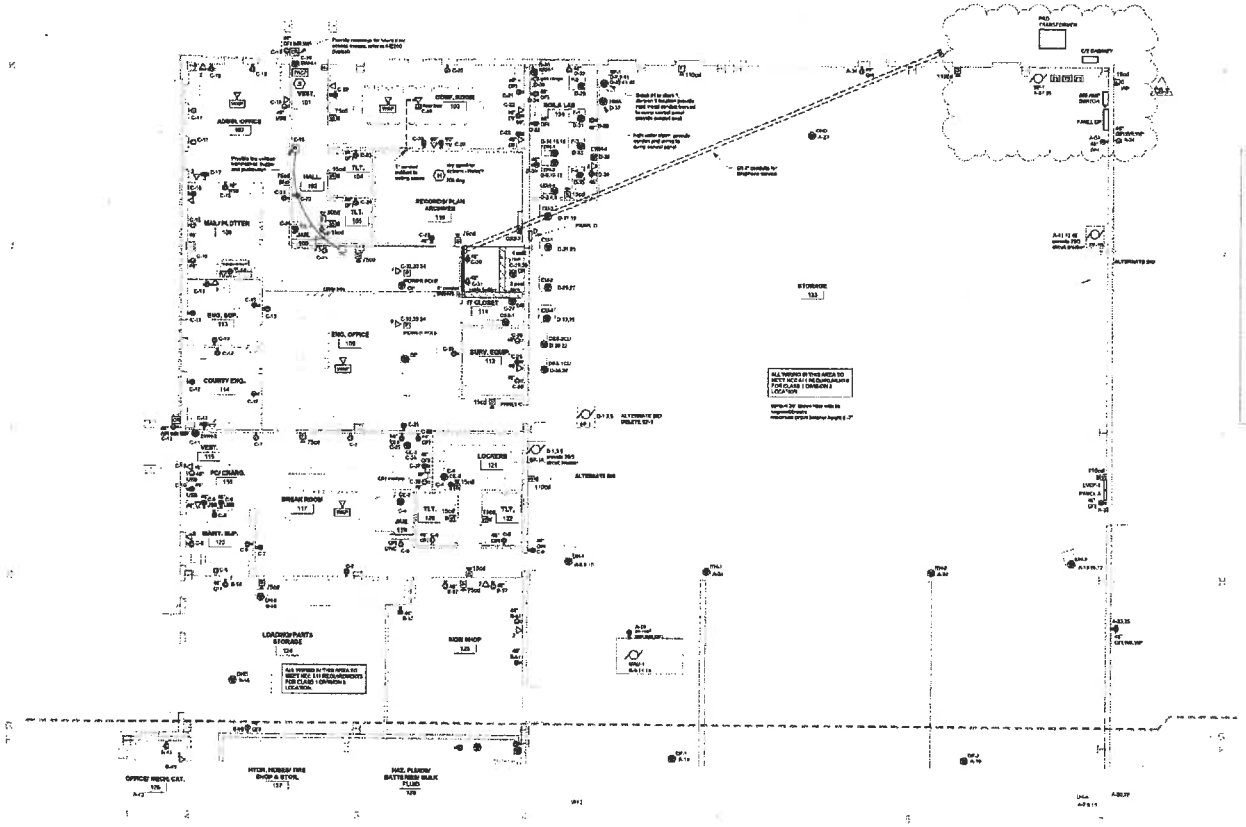
VARIES

Last Update: 4/12/2021 12:08:43 PM

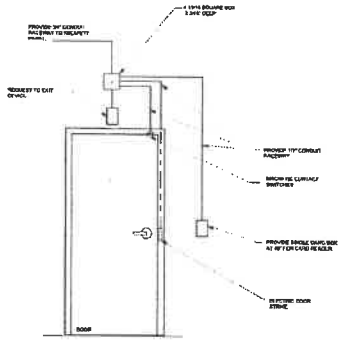
E100

GENERAL NOTES : REMODEL

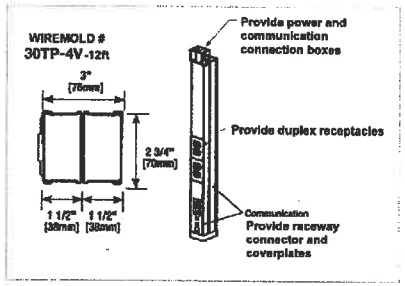
A	ALL ELECTRICAL DEVICES SHOWN TO BE NEW UNLESS INDICATED OTHERWISE.
B	PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS
C	PROVIDE SEPARATE NEUTRAL CONDUCTORS FOR EACH BRANCH CIRCUIT.
D	PROVIDE FIRE STOPPING AND SMOKE DRAFT STOPPING AT ALL CONDUIT PENETRATIONS. REFER TO SPECIFICATIONS SECTION 07840 FOR FIRE RESISTANT AND NON FIRE RESISTANT ASSEMBLIES.



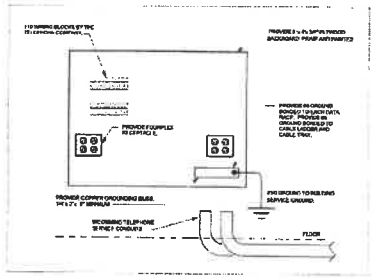
1 FIRST FLOOR SEG. A
1/8" = 1'-0"



4 Door Access Raceways
NTS



2 POWER POLE
NTS



3 Telephone Service Detail
NTS

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Consultant:

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 112A E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: FIRST FLOOR POWER - SEG. A

HSR Project Number: 20012

Project Date: NOVEMBER 2020

Drawn By: SMG

Key Plan:

BID PACKAGE #2

Revisions:

No.	Description	Date
AD-1	Addendum no. 1	11/18/20
CD-3	CD-3	3/15/21

Drawing Scale: VARIES

Last Update: 4/12/2021 4:19:43 PM

E200

EQUIPMENT SCHEDULE

MARK NUMBER	DESCRIPTION	LOCATION ROOM NUMBER	RATING KW	RATING HP	RATING VOLT	RATING PH	WIRING SIZE CONDUCTORS	WIRING SIZE GRD.	REMARKS
BLR-4	BOILER	MECH 101		2-HP	120	1	2-#12	#12	3
CE-1	CEILING EXHAUST FAN	[illegible]		1/20 WATTS	120	1	2-#12	#12	
CE-2	CEILING EXHAUST FAN	[illegible]		1/4 WATTS	120	1	2-#12	#12	
CE-3	CEILING EXHAUST FAN	[illegible]		1/4 WATTS	120	1	2-#12	#12	
CE-4	CEILING EXHAUST FAN	LOCKER RM 121		1/4 WATTS	120	1	2-#12	#12	
CU-1	AIR COOLED CONDENSING UNIT	STORAGE 123		12 MCA	208	1	2-#10	#10	
CU-2	AIR COOLED CONDENSING UNIT	STORAGE 123		12 MCA	208	1	2-#10	#10	
CU-3	AIR COOLED CONDENSING UNIT	STORAGE 123		12 MCA	208	1	2-#10	#10	
CU-4	AIR COOLED CONDENSING UNIT	STORAGE 123		12 MCA	208	1	2-#10	#10	
EF-1,2,3,4	DESTRATIFICATION FAN (3 LOCATIONS ON DRAWINGS)	SEE DRAWINGS		1/1 WATTS	120	1	2-#12	#12	
CU-5*	DUCTLESS SPLIT SYSTEM	IT CLOSET 111	1.2 MCA		208	1	2-#10	#10	*
CU-6	DUCTLESS SPLIT SYSTEM	RECORDS 119	1.1 MCA		208	1	2-#10	#10	*
EDH-1	ELECTRIC DUCT HEATER	ABOVE SOILED LINE 124	3.2KW		208	3	3-#10	#10	
EDH-2	DUCTLESS								
EDH-3	ELECTRIC DUCT HEATER	ABOVE SOILED LINE 124	2.0KW		208	3	3-#10	#10	
EDH-4	ELECTRIC DUCT HEATER	ABOVE SOILED LINE 124	2.0KW		208	3	3-#10	#10	
WH-1	ELECTRIC WALL HEATER	VEST. 101	1000 WATTS		120	1	2-#12	#12	
WH-2	ELECTRIC WALL HEATER	VEST. 104	1000 WATTS		120	1	2-#12	#12	
WH-3	ELECTRIC WALL HEATER	SOILED LINE 124	1000 WATTS		120	1	2-#12	#12	
F-1	FURNACE	STORAGE 123		3/4	120	1	2-#12	#12	7
F-2	FURNACE	STORAGE 123		3/4	120	1	2-#12	#12	7
F-3	FURNACE	STORAGE 123		1/2	120	1	2-#12	#12	7
F-4	FURNACE	STORAGE 123		3/4	120	1	2-#12	#12	7
CDP-1	CHLORE SYSTEM FEEDER PUMP	MECH 101		50 WATTS	120	1	2-#12	#12	
IRH 1-24	INFRARED TUBE HEATER (6 LOCATIONS ON DRAWINGS)	SEE DRAWINGS		200 WATTS	120	1	2-#12	#12	7
HOOD-1	KITCHEN RANGE HOOD	SOILED LINE 124		1/4 WATTS	120	1	2-#12	#12	7
OHD	OVERHEAD DOOR (6 LOCATIONS on drawings)	SEE DRAWINGS	3/4		120	1	2-#12	#12	5
OP	OFFICE PARTITIONS	EMS OFFICE 109			120	1	2-#12	#12	6
P-1	SUMP PUMP	MECH 108		1/2	208	1	3-#12	#12	
SPC-1	UNIT AIR CONDITIONER	OFFICE 106	1200 WATTS		120	1	2-#12	#12	
UH-1	UNIT HEATER	STORAGE 123	0.5A		208	3	3-#12	#12	4
UH-2	UNIT HEATER	STORAGE 123	0.5A		208	3	3-#12	#12	4
UH-3	UNIT HEATER	PARKING GARAGE 132	0.5A		208	3	3-#12	#12	4
UH-4	UNIT HEATER	PARKING GARAGE 132	0.5A		208	3	3-#12	#12	4
UH-5	UNIT HEATER	STORAGE 124	3.7A		120	1	3-#12	#12	4
UH-6	UNIT HEATER	SERVER GARAGE 130	7.5A		120	1	3-#12	#12	4
UH-7	UNIT HEATER	SERVER GARAGE 130	7.5A		120	1	3-#12	#12	4
SP-1	SUMP PUMP	STORAGE 110		1-0.5 HP	208	1	(2) 3-#12	(2)#12	8
WHR	WATER HEATER ALARM	STORAGE 110			120	1	2-#12	#12	
WH-1	WATER HEATER	MECH. 101			120	1	2-#12	#12	9

* SEE DRAWINGS. NEW MINIMUM CIRCUIT AMPACITY

REMARKS
1. CONDENSING UNIT IS FURNISHED WITH A UNIT MOUNTED DISCONNECT SWITCH
2. PROVIDE TOOLS & INSTRUMENTS TO START UP AND ADJUST UNIT TO OPTIMUM OPERATION
3. (NO USED)
4. PROVIDE INTERCONNECTING WIRING BETWEEN INDOOR UNIT AND EXTERIOR CONDENSER. INCLUDE CONTROL WIRE (STD VOLT SHIELDED WIRING). PROVIDE 60 AMP 30 SAFETY SWITCH AT EXTERIOR UNIT AND TOOLS & SWITCH AT INDOOR UNIT FOR DISCONNECTS
5. PROVIDE ELECTRIC OPERATOR FOR OVERHEAD DOOR (INCORPORATE INTERNAL DOOR OPERATOR & FATHER AND SWITCH). PROVIDE CONDUIT AND WIRING FOR ALL DOOR UNIT SWITCHES AND SAFETY SENSORS. STAFF TO LOCATION OF SENSORS AND SWITCHES WITH OWNER REPRESENTATIVE.
6. PROVIDE ELECTRICAL CONNECTION TO WATER HEATER CONTROL AND AND WIRE TO CIRCULATING PUMP
7. PROVIDE RECEPTACLE TO WIRING AS DISCONNECT. SWITCH RECEPTACLE TO WIRE AND PLUG FURNISHED WITH UNIT
8. ELECTRICAL CONTRACTOR TO INSTALL RECEPTACLE & WIRING IN WITH OFFICE PARTITIONS (4-RECEPTACLES FOR EACH CUBICLE). PROVIDE FLEXIBLE CONDUIT CONNECTIONS FROM POWER POLES
9. PROVIDE TWO ELECTRICAL FEEDS TO SUMP PUMP CONTROLLER. PROVIDE SEPARATE DISCONNECTS FOR EACH FEED

PANELBOARD SCHEDULE

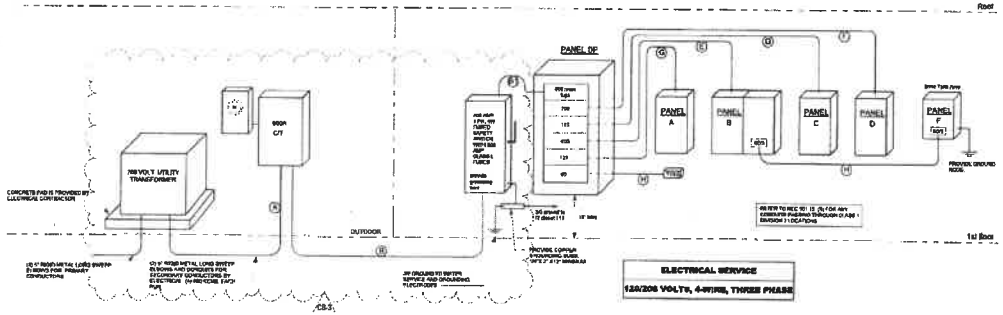
PANEL NAME	ROOM NO.	MFGR. TYPE	MOUNTING FLUSH	MOUNTING SURFACE	SIZE WIDTH	SIZE DEPTH	MAINS ELECTRICAL SERVICE	MAINS AMP.	MAINS LUGS.	MAINS BREAKER	MAINS SWITCH	MAINS FEED THRU LUGS	BRANCHES NO.	BRANCHES AMP.	BRANCHES POLE	BRANCHES CIRCUIT NUMBERS	BRANCHES SPACE	REMARK NUMBER
EP	STORAGE 123	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	100	X				1	125	3	PANEL A		
													2	400	3	PANEL B		
													3	125	2	PANEL C		
													4	100	2	PANEL D		
													5	50	3	TVSS		
													6	100	1	SPARES		
A	STORAGE 123	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	225	X				1	20	1	A-1, 2-#12 (2-#12 GND)	24 SPACE	
													2	20	1	A-3,4,5,6,7,8,9,10,11,12		
													13	20	1	A-13,14,15,16,17,18,19,20		
													14	20	1	A-21,22,23,24,25,26,27,28		
													15	20	2	A-29,30,31,32,33,34,35,36		
													16	20	1	SPARES		
B	REPAIR GARAGE 124	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	400	X				1	125	3	[illegible]	12 SPACE	
													2	50	3	TVSS, F, FUEL GUARD		
													3	20	1	B-1,2,3,4,5,6,7,8,9,10,11,12		
													4	20	1	B-13,14,15,16,17,18,19,20		
													5	20	2	B-21,22,23,24,25,26,27,28		
													6	50	2	B-29,30,31,32,33,34,35,36 (FREEZER)		
													7	20	2	B-37,38,39,40,41,42,43,44		
													8	20	1	B-45,46,47,48,49,50,51,52		
													9	20	1	B-53,54,55,56,57,58,59,60		
													10	20	1	SPARES		
													11	20	3	B-61,62,63,64,65,66,67,68,69,70		
C	EMS OFFICE 109	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	225	X				30	20	1	C-1, 3-#8	24 SPACE	
													31	20	1	SPARES		
D	STORAGE 132	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	225	X				1	50	3	D-1,2,3 (EP-1)	24 SPACE	
													2	20	3	D-4,5,6 (SDH-1)		
													3	20	3	D-7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24 (EDH-1,2,3,4)		
													4	40	3	D-25,26,27,28,29,30 (UH-1)		
													5	20	1	D-31,32,33,34 (CU-1)		
													6	20	1	D-35,36,37,38 (CU-2)		
													7	20	1	D-39,40,41,42 (CU-3)		
													8	20	1	D-43,44,45,46 (CU-4)		
													9	20	1	D-47,48,49,50,51,52,53,54 (WH-1,2,3)		
													10	20	1	D-55,56,57,58,59,60,61,62 (F-1,2,3,4)		
													11	20	1	D-63,64,65,66,67,68,69,70 (P-1,2)		
													12	20	1	SPARES		
E	OVERHEAD DOOR	SQ D NQ		X	20"	4.5"	208/120 VOLT 3 PH, 4 WIRE	100	X				1	50	1	NEW CIRCUIT BREAKER	12 SPACE	
													2	20	1	SPARES		

GENERAL NOTES : REMODEL

A	ALL ELECTRICAL DEVICES SHOWN TO BE NEW UNLESS INDICATED OTHERWISE.
B	PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS
C	PROVIDE SEPARATE NEUTRAL CONDUCTORS FOR EACH BRANCH CIRCUIT.
D	PROVIDE FIRE STOPPING AND SMOKE CRAFT STOPPING AT ALL CONDUIT PENS / MATERIALS. REFER TO SPECIFICATIONS SECTION 07842 FOR FIRE RESISTIVE AND NON-FIRE RESISTIVE ASSEMBLIES.

FEEDER SCHEDULE

MARK NO.	CONDUIT SIZE	CONDUCTOR SIZE	GROUND SIZE	REMARKS
A	5"	(4) #600 kcmil		2 PARALLEL RUNS
B	3"	(4) # 500 kcmil		2 PARALLEL RUNS
B1	3"	(4) # 500 kcmil	1/0	2 PARALLEL RUNS
C	3"	(3) # 350 kcmil		2 PARALLEL RUNS
D	3"	(4) # 350 kcmil	# 1	2 PARALLEL RUNS
E	2 1/2"	(4) #600 kcmil	# 2	
F	2"	(4) #3/0	# 6	
G	1 1/4"	(4) #2	# 8	
H	1"	(4) #8	# 10	



1 ELECTRIC RISER DIAGRAM - HOUSTON COUNTY
NTS

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Consultant:

ENGINEER CERTIFICATION

ARCHITECT CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: ELECTRICAL RISER DIAGRAM AND SCHEDULES

HSR Project Number: 20042

Project Date: NOVEMBER 2020

Drawn By: SMG

Key Plan:

BID PACKAGE #2

Revisions		
No.	Description	Date
CS-3		4/12/2021

Sheet Scale: VARIES

Last Update: 4/12/2021 4:19:43 PM

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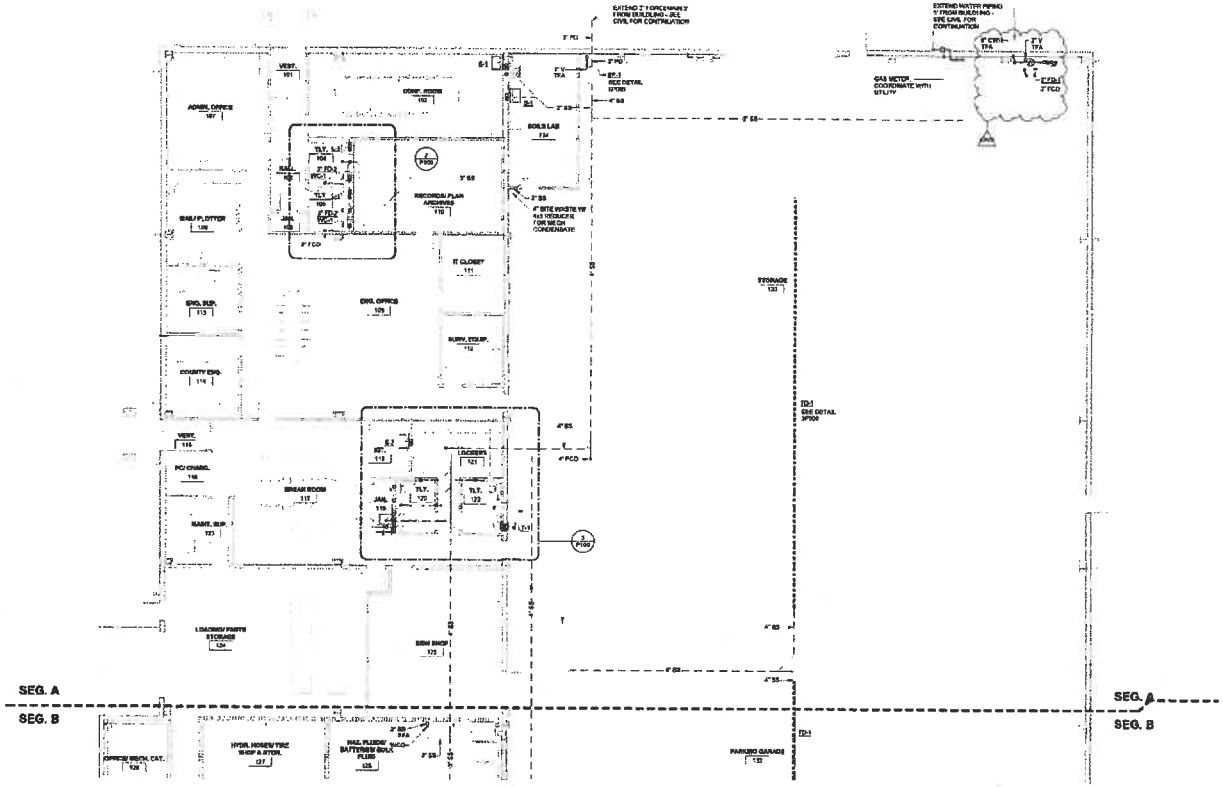
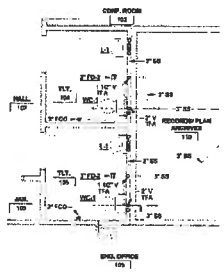
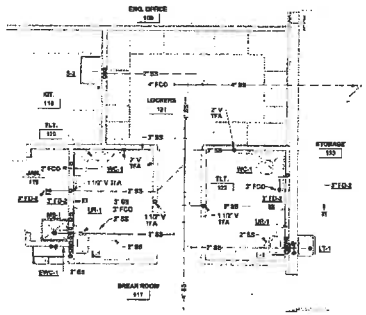


1 UNDERFLOOR PLAN SEG. A
1/8" = 1'-0"



2 ENLARGED TOILET ROOM PLAN
1/4" = 1'-0"



3 ENLARGED LOCKER ROOM PLANS
1/4" = 1'-0"

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ConroBank

ENGINEER CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: UNDER FLOOR PLAN - SEG. A

HSR Project Number: 20042

Project Date: NOVEMBER 2020

Drawn By: ATR/RGJ

Key Plan:

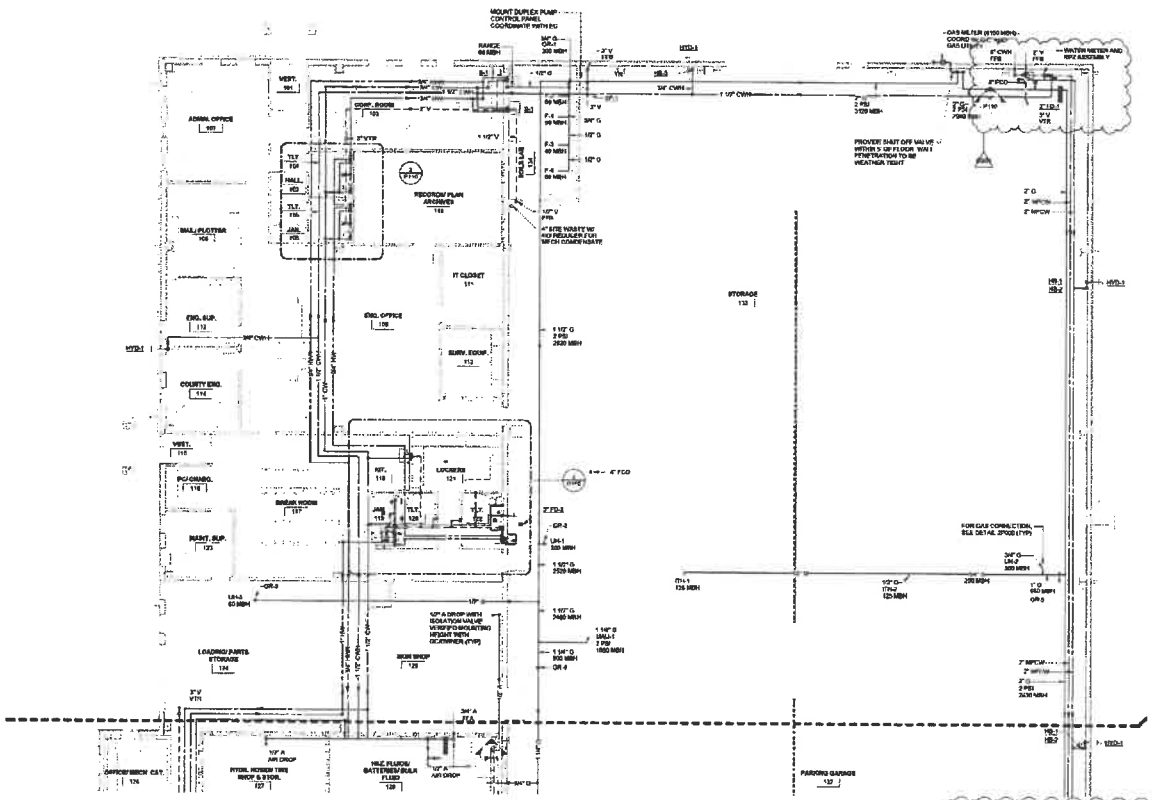
BID PACKAGE #2

No.	Description	Date
0001	BULLETIN #01	[illegible]
0002	BULLETIN #02	[illegible]

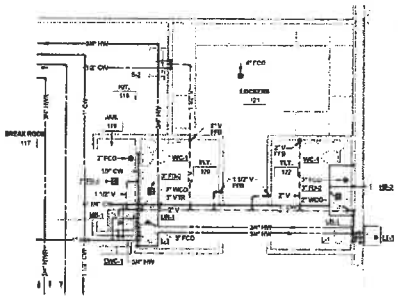
Drawing Scale: VARIES

Last Update: 4/12/2021 8:41:10 AM

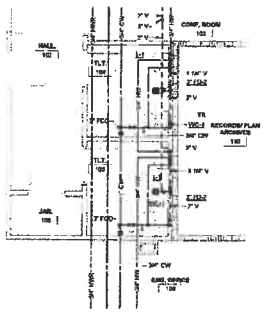
P100



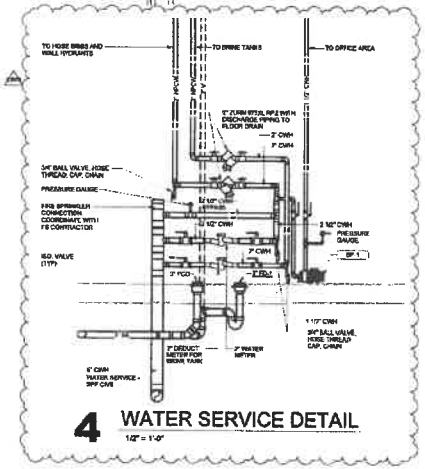
1 FIRST FLOOR PLAN SEG. A
1/8" = 1'-0"



2 FIRST FLOOR PLAN - LOCKER ROOM
1/4" = 1'-0"



3 FIRST FLOOR PLAN - BATH ROOMS
1/4" = 1'-0"



4 WATER SERVICE DETAIL
1/2" = 1'-0"

HSR ASSOCIATES INC.
109 NO MAIN ST
LA CROSSE, WISCONSIN
PHONE: 608.784.1839
FAX: 608.785.2944
www.hsrassociates.com

Consultant:

ENGINEER CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: FIRST FLOOR PLAN - SEG A

HSR Project Number: 20042

Project Date: NOVEMBER 2020

Drawn By: ATR/RDJ

Key Plan:

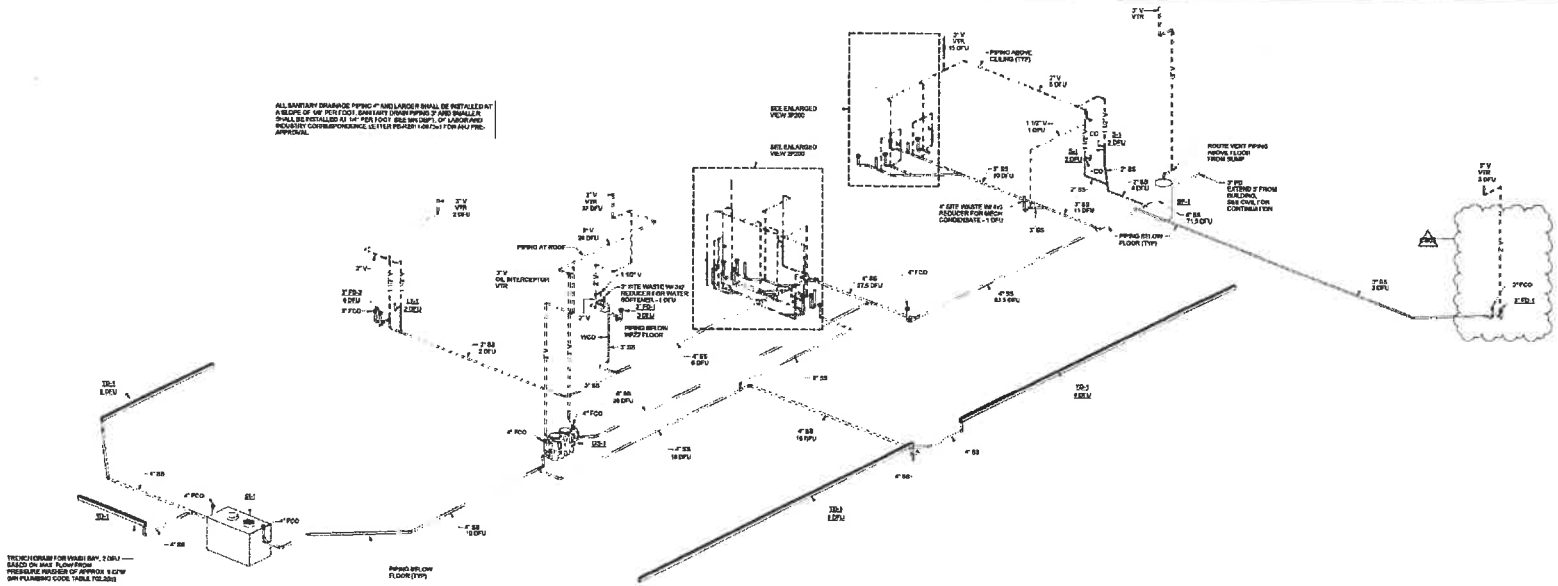
BID PACKAGE #2

Revisions		
No.	Description	Date
	CBRR BULLETIN #01	1/ 20/2021
	CBRR BULLETIN #03	4/1/2021

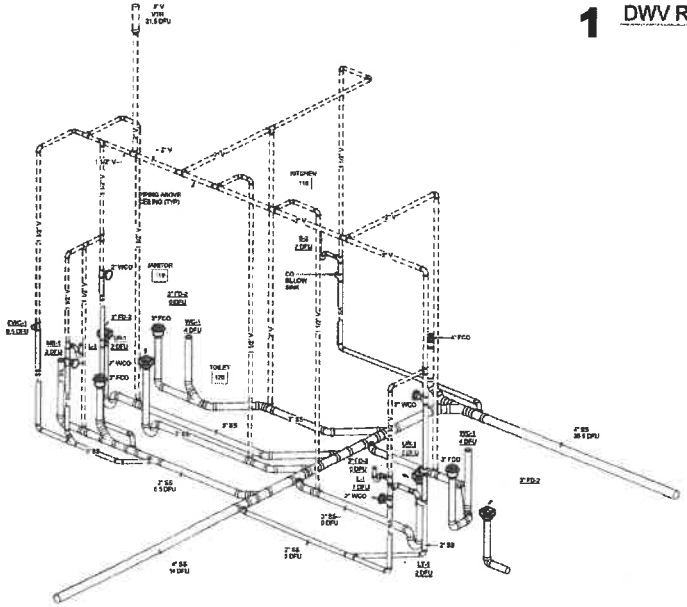
Drawing Scale: VARIES

Last Update: 4/12/2021 8:41:13 AM

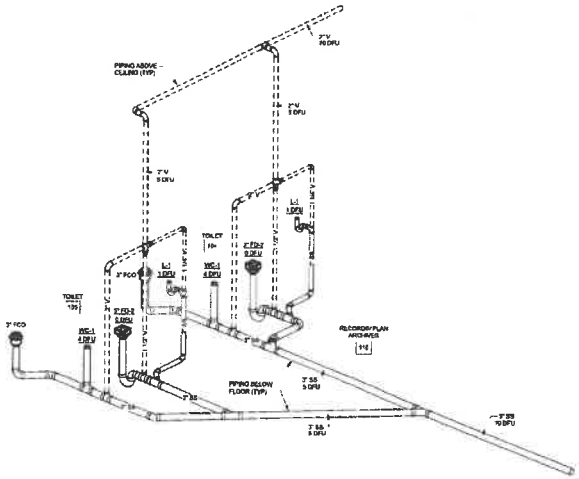
P110



1 DWV RISER DIAGRAM - OVERALL



2 DWV RISER DIAGRAM - LOCKERS



3 DWV RISER DIAGRAM - TOILET ROOMS

HSR ASSOCIATES INC.
LA CROSSE, WISCONSIN
PHONE: 608.784.1920
FAX: 608.782.5844
www.hsrassociates.com

Consultant:

ENGINEER CERTIFICATION

Project Title: HOUSTON COUNTY HIGHWAY DEPARTMENT

Project Location: 1124 E. WASHINGTON ST. CALEDONIA, MN 55921

Sheet Title: DWV RISER DIAGRAMS

HSR Project Number: 20042

Issue Date: NOVEMBER 2020

Drawn By: ATR/RDJ

Key Plan:

BID PACKAGE #2

Revisions

No.	Description	Date
CBR1	BULLETIN 001	3/18/2021
CBR2	BULLETIN 002	4/12/2021

Drawing Scale: VARIES

Last Update: 4/12/2021 8:41:15 AM

P200

WIESER BROTHERS
General Contractor, Inc.

CHANGE ORDER REQUEST # 8

Project Name: Houston County Hwy Department **Job #** 220193

Date: 23-Apr-21

DESCRIPTION OF WORK TO BE DONE:
The following items were negotiated in Bid Pack #2 and contracted as allowances:
- Hollow Core Plank
- Asphalt Paving
-Polished Concrete

Subcontractors have been contracted and purchase orders have been issued. We are requesting to allocate the funds for these contracts on the material job to ensure accuracy of contract values.

		Labor Job	Tax Exempt Material Job		Total Cost
Molin Concrete Products Hollow Core Plank		-$35,357.00	$35,357.00		$0.00
Dunn Blacktop- Asphalt Paving		-$227,799.98	$227,799.98		$0.00
Windor Companies - Polished Concrete		-$590.00	$590.00		$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Subtotal	$0.00	-$263,746.98	$263,746.98	$0.00	
				Subtotal	$0.00
				Contractor's Fee	
				Total for Change Order	$0.00

Approval: _____

Date: _____

Wieser Brothers General Contractor, Inc. | 200 Twilite Street La Crescent, MN 55947
www.wieserbrothers.com | Office 507.895.8903 | Fax 507.895.8438

Houston County
Agenda Request Form

Date Submitted: April 29, 2021 **Board Date:** May 4, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
CSAH 20 has a 24" x 90' culvert in need of repair. The recommendation is to have the culvert lined.

Attachments/Documentation for the Board's Review:
Quote from Subsurface, Inc

Justification:

Action Requested:
Board approval.

For County Use Only

Reviewed by:

_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
_____	Finance Director	_____	County Engineer	_____	Environmental Services
_____	IS Director	_____	Other (indicate dept)	_____	

Recommendation:

Decision:

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

P.O. Box 37
Moorhead, MN 56561-0037

SUBSURFACE, INC

Drainage Structure Maintenance & Repair

Phone (218) 227-5963
Fax (218) 477-3949
Email: gary@subsurface-inc.com

April 27, 2021

Houston Co Hwy Dept
Attention: Chris Hartley
1124 E Washington St
Caledonia, MN 55921

RE:(1) 24" X 90LF CMP on CR 20 – Location – N 43.67421 - W 91.45319

Dear Mr. Hartley.

Subsurface, Inc. is pleased to quote you an estimate for the complete rehabilitation of one culvert described above. When completed, this remediation process will renew the life of this important drainage structure without open cutting and with minimal impact to your constituency.

This quote includes:

- Mobilization
- Traffic Control supplied by Houston Co
- Cleaning CMP culvert
- Furnish & Installing 24" CIPP UV cured liner
- Pre liner & Post liner Televising
- Freight on liner to job site
- Site cleanup

Summary of items listed above:

Mobilization ----------	$ 750
Furnish & Install 24" UV CIPP 90LF @ $190/LF ----------	$17,100
Total cost	**$17,850**

Note: (1) Final payment is based on actual lineal feet of CIPP installed.
(2) All work performed complies with MnDOT specifications.
(3) If you find this quote acceptable, please sign & scan back to me.

Thanks for giving us the opportunity to quote this project.

Respectfully,

Al Lee,
Sales and Marketing
Subsurface, Inc.

Accepted by: _____ Date: _____

Houston County
Agenda Request Form

Date Submitted: April 26, 2021 Board Date: May 4, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
Board approval needed to approve quotes for annual bridge maintenace quotes. This year's bridge maintenance is scheduled on CSAH 4, 18, and 19.

Attachments/Documentation for the Board's Review:
Abstract for work is attached.

Justification:

Action Requested:
Board approval needed to approve the low bid from ICON Constructors for the 2021 bridge maintnance quotes.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

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

HOUSTON COUNTY
APRIL 22, 2021

BRIDGE MAINTENANCE QUOTES

LINE NO.	DESCRIPTION	UNITS	UNIT PRICE	ENGINEER'S ESTIMATE		ICON CONSTRUCTOR'S LLC	
				QTY	AMOUNT	UNIT PRICE	AMOUNT
	Bridge 28557 - CSAH 19						
1	CONCRETE MIX NO 3A GROUT	CY	$ 500.00	3	$ 1,500.00	$1,100.00	$ 3,300.00
2	RIP RAP CLASS 1	TON	$ 200.00	10	$ 2,000.00	$250.00	$ 2,500.00
3	TRAFFIC CONTROL	LS	$ 2,000.00	1	$ 2,000.00	$2,000.00	$ 2,000.00
				Subtotal:	**$ 5,500.00**	**Subtotal:**	**$ 7,800.00**
	Bridge 28505 - CSAH 4						
1	SURFACE FINISH BRIDGE	LS	$ 20,000.00	1	$ 20,000.00	$25,000.00	$ 25,000.00
2	TRAFFIC CONTROL	LS	$ 2,000.00	1	$ 2,000.00	$3,000.00	$ 3,000.00
				Subtotal:	**$ 22,000.00**	**Subtotal:**	**$ 28,000.00**
	Bridge 28506 - CSAH 18						
1	CONCRETE MIX NO 3A GROUT	CY	$ 1,000.00	3	$ 3,000.00	$1,200.00	$ 3,600.00
2	RIP RAP CLASS 1	TON	$ 250.00	50	$ 12,500.00	$200.00	$ 10,000.00
3	TRAFFIC CONTROL	LS	$ 2,000.00	1	$ 2,000.00	$3,000.00	$ 3,000.00
				Subtotal:	**$ 17,500.00**	**Subtotal:**	**$ 16,600.00**
				Grand Total	**$ 45,000.00**		**$ 52,400.00**

Houston County
Agenda Request Form

Date Submitted: 4/29/2021

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: _____ **Yes** ___ X NO

Issue:
Host County Contract for Mobile Crisis Response

Attachments/Documentation for the Board's Review:
Scanned copy of contract for Board review, and two copies for signature.

Justification:

Action Requested:
Areview and approve contract as presented.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
_____ Finance Director	_____ County Engineer	_____ HR/Personnel
_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 S. Marshall Street,Caledonia, MN 55921 (Houston County), through its local social services agency, the Houston County Public Health & Human Services hereafter referred to as the "County", and Hiawatha Valley Mental Health Center hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified herein; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, The Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, and Minnesota Statutes, section 256D.54, is required to screen residents who may be eligible for SSI and provide screening results to Houston County; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, the Provider meets the MA provider requirements and those outlines in Minnesota Statute, Section 256B.0624 to provide adult mental health crisis response services and Minnesota Statute, Section 256B.0944 to provide children's mental health crisis response services; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

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

1. Purchase of Service:
   a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and in

accordance with Minnesota Statute, Sections 256B.0624 and 256B.0944 and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase and the Provider agrees to furnish the following Mental Health Crisis Response Services.

SERVICE DESCRIPTION

Crisis Assessment Services
Crisis Intervention Services
Residential Crisis Stabilization Services
Crisis Stabilization Services

b. Residential Crisis Stabilization Services will be provided By Southeast Regional Crisis Center. Crisis Assessment Services, Crisis Intervention Services and Crisis Stabilization Services will be provided wherever the services are needed by the client.

2. Attachments/Contract Documentation:

a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
Exhibit B: Job Descriptions and Professional Qualifications of Personnel Exhibit C: Financial Data
Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
Exhibit E: Applicable Licenses
Exhibit F: Participant's Appeal Process Exhibit G: Provider Fact Sheet
Exhibit H: Affirmative Action Certificate or Exclusion Statement Excluded Provider Policy
Insurance
Insurance and License Form
Other, as follows: _____

b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

a. Services shall be provided at Medical Assistance rates established by the Minnesota Department of Human Services. Houston County will not be responsible for paying the Provider for provision of these services.

b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). Medical Assistance payments must be considered payment in full.

d. The Provider shall not charge any program or service fee to social service eligible client except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide the County, Contract Management Unit with information about fees collected and the fee source.

4. Eligibility for Services

a. Eligibility recipients for Purchased Services shall be persons:
   1) Who are screened as possibly experiencing a mental health crisis or emergency as defined in Minnesota Statutes 256B.0624 (adult) and Minnesota Statutes 256B.0944 (child) or
   2) Who have been assessed as experiencing a mental health crisis or emergency, and
   3) Mental health crisis intervention or crisis intervention and stabilization services are determined to be medically necessary.

b. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.

c. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

a. Intake procedures and program requirements.

b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

6. Payment for Purchased Services:

Provider shall bill and be paid via Medical Assistance.

7. Standards and Licenses:

a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.

b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245C. Background studies must be completed and approved before staff can provide services with or without supervision.

c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.

d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.

e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:

1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.

f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement

immediately.

g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

h. The Provider agrees to comply with the Houston County Limited English Proficiency Plan. If a Houston County client needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.

i. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with the Notices section of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.

c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

☐ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.

☐ ☐Quarterly ☐Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.

☒ ☒ Revenue and Expense Statement and Balance Sheet on an annual basis

☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.

- ☒ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 10996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
- ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- ☒ Monthly/Quarterly/As Specified Community Mental Health Reporting System (CMHRS) required data on each mental health client.
  1. Client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13.
  2. The type of number of units of service provided to each client; and
  3. The date of birth, race and gender of each client.
- ☒ Provider agrees to furnish Houston County with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the Health, Housing and Human Services Division within reasonable periods of time as stated in written notice.
- ☐ (Other) _____

d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.

g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in the Audit and Record Disclosures section of this Agreement.

h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized

personnel of the County access to the Provider's premises or the job site and records.

i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.

j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

9. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County:

Houston County Public Health & Human Services
304 S. Marshall Street
Caledonia, MN 55921

b. The Provider: Hiawatha Valley Mental Health Center
420 East Sarnia Ste 2100
Winona, MN 55987

10. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota

Statutes, section 626.556.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

11. Safeguard of Client Information:

a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.

c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Erik Sievers.

e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Houston County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of the County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its

implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Action of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. The Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than $100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

13. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

14. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Public Health and Human Services. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the County a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Public Health

and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

15. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

16. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or

3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

17. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

☒ A general liability insurance policy in the amount of $1,500,000 for bodily injury or

property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.

☒ Worker's compensation insurance per Minnesota Statute, section 176.181.

☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of $1,000,000.

☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of $15,000; when the provider and/or provider employees handle clients' funds or have direct accessto clients' belongings.

b. By signing this Agreement, and the Insurance and License Form (Exhibit H), the Provider certifies that they are in compliance with this Section.

c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the County. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

d. The County reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

e. Failure by the Provider to maintain insurance coverage as set forth in this Insurance and Bonding section is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County.
Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, and the Excluded Provider Policy Certification Form (Exhibit H), the Provider certifies that they are in compliance with these regulations.

19. Conditions of the Parties' Obligations:

a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.

b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared

according to the Modification of Agreement section of this Agreement.

c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.

d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the County must be notified, in writing, prior to action taking place.

f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health/CSP Grant Requirements.

20. <u>Independent Contractor:</u>

a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services

required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

21. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

22. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

23. Default:

a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.

c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

d. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
   1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
   2) Provider is in such financial condition so as to endanger the performance of this Agreement;
   3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
   4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
   5) Failing to perform any other material provision of this Agreement.

e. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of the County:
   1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
   2) Failing to perform any other material provision of this Agreement.

f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

24. Termination:

a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing ninety (90) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County Public Health and Human Services, 304 S Marshall Street, Caledonia, MN 55921.

b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause"

includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.

c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.

e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
   1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
   2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
   3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
   4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
   5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
   1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
   2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
   1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Director of Public Health and Human Services, continue services/care to clients receiving services/care from Provider until completion

of services/care or continuation of services/care by another provider can be arranged by the County.

2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

25. Contract Rights, Remedies, and Waiver:

a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

26. Damages:

a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

27. Merger:

a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-27, Attachment A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, Houston County and Hiawatha Valley Mental Health Center have executed this Agreement as of the day and year first written above.

Hiawatha Valley Mental Health Center

BY: _____ DATED: 4/27/21

Erik Sievers
Executive Director

HOUSTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ DATED: 4/29/21

John Pugleasa
Public Health and Human Services Director

BY: _____ DATED: _____

Houston County Board, Board Chair

BY: _____ DATED: 4-29-21

Houston County Attorney - Approved as to form

ATTACHMENT A

Provision of Crisis Response Services Hiawatha Valley Mental Health Center in collaboration with Houston County Public Health and Human Services, Crisis Response for Southeast Minnesota, and Frist Call for Help

Under the Case Management and Mobile Crisis contracts Hiawatha Valley Mental Health Center will provide Crisis Assessment, Crisis Intervention, and Crisis Stabilization services during business hours (8 am to 5 pm Monday through Friday) by contacting them via phone at Hiawatha Valley Mental Health Center at 507-454-4341 and after hours (5 pm to 8 am on weekdays, 24 hours on weekends and holidays) by calling the Southeast Minnesota Crisis Line at 1-844-CRISIS2. After hours, Hiawatha Valley Mental Health Center will provide these services primarily through the Crisis Response for Southeast Minnesota for mobile services.

After hours, Houston County clients are screened and assessed through the SE MN Crisis Line provider (First Call for Help). If the crisis cannot be resolved through phone counseling, First Call for Help activates a mobile crisis response team with Crisis Response for Southeast Minnesota. This may or may not result in someone other than the primary case manager screening and/or assessing the client. All staff at Hiawatha Valley Mental Health Center, Crisis Response for Southeast Minnesota, and First Call for Help have received the appropriate training in crisis management.

Residential Crisis Stabilization services are provided in the Southeast Regional Crisis Center. This is a 24/7 facility. Persons are eligible for crisis stabilization following an assessment by a member of the Mobile Crisis Team or the Crisis Response for Southeast Minnesota mobile team if an individual is experiencing a mental health crisis or emergency not requiring hospitalization.

The assessment, intervention, and stabilization services are provided according to the legislation and Minnesota DHS, and are provided cooperation with Winona County. Winona County utilizes the Crisis Stabilization, Residential services of Southeast Regional Crisis Center when appropriate.

During Business Hours: Hiawatha Valley Mental Health Center's primary number: 507-454-4341. After Hours Access: 1-844-CRISIS2---to First Call for Help or a Crisis Response for Southeast Minnesota mobile worker who will provide crisis screening, assessment and intervention as needed. This may occur in the consumer's home, in the community or by telephone. All local emergency response, including the Emergency Departments in the area, will be utilized to the extent required.