

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 22, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pogleasa, Human Resources Director Theresa Arrick-Kruger, Environmental Services Director Martin Herrick, Engineer Brian Pogodzinski, Deputy Auditor/Treasurer Heidi Lapham, Deputy Auditor/Treasurer Kathlene Barnet, and KNOWiNK Product Owner Blake Luna

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Commissioner Severson asked that considering approving the Wildcat Agreement be added to action items. Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion unanimously carried to approve the agenda with the addition.

Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion unanimously carried to approve the meeting minutes from March 8, 2022.

Motion was made by Commissioner Walter, seconded by Commissioner Burns, motion unanimously carried to approve the workgroup session minutes from March 15, 2022.

Public Comment: No public comments were made.

APPOINTMENTS

Blake Luna, Product Owner from KNOWiNK presented to the board regarding poll pads that his company had developed. The polling pads were electronic and would replace the paper rosters that Houston County had previously used to check in voters at elections. Luna said the pads were used much like an ipad, and were user friendly. He said they were 100% developed in the United States. He said the system was secure, and had been used in Minnesota for about

seven or eight years. Luna said the pads helped eliminate errors in polling data. For example, new voters wanting to register could provide an id and the pads had the ability to pull information directly from the id without needing to manually input the information. Commissioners asked Luna a variety of questions regarding the pads. Commissioner Johnson asked about the security of the system. He also asked Luna about glitches with the pads that had occurred in the previous election in some places that used the poll pads. Commissioner Burns asked about usability and training asking if election judges who were not familiar with using ipads would be able to easily use the poll pads. Luna said that there were about three steps that were repeated and that once someone had used the pads a few times they should be able to easily work the pads. Auditor/Treasurer Trehus said that surrounding counties in Minnesota including Winona and Fillmore County had been using the pads in elections.

CONSENT AGENDA

Prior to approving the consent agenda Item No. 4: Change the employment status of Patrick Burns, Engineering Assistant from probationary to regular, effective 4/01/2022 was moved to action items so that Commission Burns could abstain from that item (due to a relation), without having to abstain from all the consent agenda items. Motion by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda (without Item No. 4).

- 1) Approve an amended Liquor License for Valley High Golf Club
- 2) Approve contract with Driftless Region Vector Control LLC to canvas specifically identified Houston County communities for potential mosquito related human health hazards.
- 3) Approve addendum for airport lease. Lot 10 was sold by Greg Wennes to Blaine Benzing. Expiration for lease for Lot 10 to Blaine Benzing, as landlord will be 7/1/2026.
- 4) Item moved to action items.
- 5) Change the employment status of Christopher Hartley, Maintenance Foreman from probationary to regular, effective 4/12/2022.
- 6) Accept the resignation of Tara Kowalke, Probationary Lead Social Worker– Children’s Services, effective 04/01/2022.
- 7) Approve an internal search to fill the Lead Social Worker-Children’s Services position. (Exigent circumstances exist to waive the external search at this time. This position was vacated and searched in 07/2021 and the current resigning incumbent started in 11/2021).
- 8) Approve a competitive search for a Social Worker (this is not an increase in FTE and will only be filled should the internal lead search yield a successful candidate). (Kruger)
- 9) Amend Michael Johnson’s step assignment as a probationary Jailer/Dispatcher from B23, Step 1 to B23 Step 2, effective 3/23/2022.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve a service agreement with Dynamic Lifecycle Innovators.

File No. 2 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve a quote from Icon Constructions, LLC for Bridges 28520, 28521, and 28523.

File No. 3 – Prior to taking action County Engineer Brian Pogodzinski said a landowner has requested the County vacate a portion of County State Aid Highway 3 right-of-way within the City of Brownsville. Pogodzinski said he did not foresee the County needing the right-of-way in the future. He said an adjacent landowner had changed the landscape of the land being considered, and that it was up to the County Board to decide how to proceed. Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried 4 to 1 to approve Resolution 22-23 to vacate a portion of existing right-of-way. Commissioner Burns voted no saying he was opposed because he did not want to set a precedent. See Resolution Below.

RESOLUTION NO. 22-23

WHEREAS, County State Aid Highway 3 was relocated and altered and opened for travel, and;

WHEREAS, County State Aid Highway 3 as relocated and altered took the place and serves the same purpose as the portion of old County State Aid Highway 3 as referenced in Project SAP 28-603-012 construction plan set, Sheet 9 of 27, between stations 32+00.00ft (0+975.36m) and 33+77.84ft (1+028.65m), and;

WHEREAS, the County Board may, according to Minn. Stat. 163.11, When a newly established, relocated, or altered County Highway is opened for travel which takes place of and serves the same purpose as any portion of another Country Highway, the County Board may vacate any such potion of highway by resolution, and;

WHEREAS, the vacation shall be subject to utility easements, if any, and;

WHEREAS, on March 22, 2022, the Houston County Board, by majority vote, voted that pursuant to Minn. Stat. 163.11 it resolved to revoke a portion of County State Aid Highway 3 easement as referenced in Project SAP 28-603-012 construction plan set, Sheet 9 of 27, between stations 32+00.00ft (0+975.36m) and 33+77.84ft (1+028.65m), and;

NOW THEREFORE BE IT RESOLVED,

That the portion of County State Aid Highway 3 easement within the Southwest Quarter of Section 26, Township 103 North, Range 4 West of the 5th Principal Meridian, City of Brownsville, Houston County, Minnesota, and more particularly described as follows:

Commencing at the West Quarter Corner of said Section, Thence South 89°17'23" East 1326.79 feet along the North Line of said Southwest Quarter; Thence South 00°33'12" East 573.19 feet to the North Right-of-Way Line of County State Aid Highway 3, as described in Document #195892* and the Point of Beginning; Thence Northeasterly 34.28 feet along a 1305.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 61° 06' 45" East, 34.28 feet); Thence South 28°08'08" East 10.00 feet; Thence Northeasterly 113.09 feet along a 1295.92 foot radius curve concave Southeasterly (said Curve having a long chord of North 64° 21' 52" East, 113.05 feet); Thence South 23°08'08" East 80.00 feet all along the North Right-of-Way Line of said County State Aid Highway 3; Thence Southwesterly 188.70 feet along a 1215.92 foot radius curve concave Southeasterly (said Curve having a long chord of South 62° 25' 07" West, 188.51 feet) 70.00 feet Northerly distant from and parallel with the Centerline of said County State Aid Highway 3; Thence North 00°33'12" West 104.20 feet to the Point of Beginning. Containing 0.322 acre, subject to any easements of record, indicated as area of turnback on Exhibit A, shall be vacated pursuant to Minn. Stat. 163.11;

That the Houston County Board directs that this resolution shall be served personally on each occupant of land through which the vacated portion of highway passes;

That this vacation shall not affect existing Easements therein except for any County Highway Easements which are hereby being vacated, nor shall it affect the authority of any persons, corporation, or municipality owning or controlling ingress/egress, electric poles or lines, telephone, gas, and sewer lines, or water pipes, mains, and hydrants, thereon or thereunder to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto;

That the Houston County Board directs that this resolution shall be posted for a period of at least ten (10) days in the Office of the Houston County Auditor-Treasurer;

That the Houston County Board directs that a copy of this resolution together with proof of service and affidavit of posting shall be filed in the Office of the Houston County Auditor.

File No. 4 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve Change Order Request No. 39: an additional \$8,453.85 for hazardous material testing and abatement at the old highway building for the highway facility project.

File No. 5 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution No. 22-22 Houston County Right of Way Plat No. 84 for reconstruction of State Aid Project 028-612-014. See Resolution Below.

RESOLUTION NO. 22-22

**RESOLUTION TO APPROVE AND ACCEPT HOUSTON COUNTY RIGHT OF WAY PLAT
NO. 84 FOR THE RECONSTRUCTION OF
STATE AID PROJECT 028-612-014.**

WHEREAS; Houston County desires to improve and reconstruct County State Aid Highway 12, Located 0.5 Miles West of the Junction with Prairie Ridge Road, with Grading, Bridge Replacement (No. 88421 Old)(No. 28J67 New), Aggregate Base, identified as SAP 028-612-014; and

WHEREAS; the Houston County Highway Department and the Houston County Surveyor have prepared Houston County Right of Way Plat Number 84 to identify and delineate the right of way and temporary easements within the State of Minnesota required for this project; and

NOW THEREFORE BE IT RESOLVED; that Houston County approves and accepts Houston County Right of Way Plat No. 84 as designating the definite location of that part of County State Aid Highway 12, located in Section 22, Township 102 North, Range 6 West, as presented on this date, March 22, 2022, and authorizes it to be filed of record with the Houston County Recorder.

BE IT FURTHER RESOLVED that Greg Myhre, Houston County Board of Commissioners Chairperson, is hereby authorized to execute and sign the Certification statement on said plat on behalf of Houston County.

File No. 6 –Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to accept all quotes for CP 2022-03 for equipment rentals.

File No. 7 –Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to accept all quotes for CP 2022-02 for aggregate stock piles.

File No. 8 –Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve an agreement for acquisition of acreage for a future airport expansion plan. The agreed upon amount with the landowner was \$80,036.32 for 7.93 acres. The FAA would pay for 90% of the cost of the land and the State probably would pay for an additional 5%. Pogodzinski told the board the cost to the County would most likely be around \$4,000.

File No. 9 – Commissioner Walter moved, Commissioner Burns seconded, motion unanimously carried to approve a list of proposed write offs totaling \$51,405.03. Public Health and Human Services Director, Pogleasa said that the County did write off delinquent accounts that were determined to be uncollectable periodically. Additionally, State law governed most debt collection and set the statute of limitations (SOL) to six years from the date of the debt.

File No. 10 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve allocating \$40,000 each in American Rescue Plan Act (ARPA) funds to both ABLE and ICAN.

File No. 11 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve the Wildcat Agreement for Wildcat management services with

Ed Jake Lonkoski. Commissioners approved the same agreement that had been used in the past, yet discussed possible changes to make for future contracts.

File No. 12 – Commissioner Walter moved, Commissioner Severson seconded, motion passed 4 to 1 with Commissioner Burns abstaining due to a family relation to change the employment status of Patrick Burns, Engineering Assistant, from probationary to regular, effective 4/01/2022.

DISCUSSION ITEMS

Commissioners discussed the possibility of painting tables, chairs, and shelters at Wildcat Park. It was the general consensus of the Commissioners that although the painting may not prolong the life of the items to be painted they should be painted to approve appearances at the park.

Commissioners discussed recent and upcoming meetings including a Workforce Development Meeting, Finance Meeting, Solid Waste, and SELCO meeting.

Commissioner Severson said that County staff were working together to set a public hearing in La Crescent for a possible ordinance change regarding a no wake zone.

There being no further business at 11:34 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on April 5, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 5, 2022**

**Date Submitted: March 31 , 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION REQUEST

- None

APPOINTMENT REQUEST

- None

HR CONSENT AGENDA REQUEST

Highway Department

- Accept the resignation of Charles Ingram, Probationary Highway Maintenance Specialist, effective 04/08/2022
- Approve a competitive search for a Highway Maintenance Specialist

Public Health & Human Services

- Accept the resignation of Heather Myhre, Public Health Supervisor, effective 05/02/2022, and thank Ms. Myhre for 21 and ½ years of service to the residents of Houston County
- Approve a competitive search for a Public Health Supervisor C52- Exempt
- Accept the resignation of Audrey Staggemeyer, Health Educator, effective 05/06/2022, and thank Ms. Staggemeyer for 5 and ½ years of service to the residents of Houston County
- Approve a competitive search for a Health Educator C42- Exempt

Reviewed by:

<input checked="" type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff
<input checked="" type="checkbox"/> Finance Director	<input checked="" type="checkbox"/> Engineer
<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/>
<input type="checkbox"/> County Attorney	<input type="checkbox"/> PHHS
<input type="checkbox"/> Environmental Svcs	<input type="checkbox"/> (indicate other dept)

Recommendation:

Decision:

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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:

This agreement with Gregory A. Yackle represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

**PURCHASE OF SERVICE AGREEMENT
AMENDMENT**

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and **Gregory A. Yake**, hereafter referred to as the "Provider."

WITNESSETH

WHEREAS, the County and the Provider have a signed Agreement for Guardianship/Conservator services effective January 1, 2021 through December 31, 2022; and

WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and

WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.

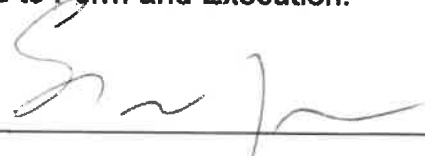
IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

GREGORY A. YAKLE

BY: 
Gregory A. Yakle

DATED: 2/13/2022

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 2/22/22

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 
John Puleasa, Director
Houston County Human Services

DATED: 2/13/22

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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

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

Issue:

This agreement with Judy Storlie represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

**PURCHASE OF SERVICE AGREEMENT
AMENDMENT**

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and **Judy Storlie**, hereafter referred to as the "Provider."

WITNESSETH

WHEREAS, the County and the Provider have a signed Agreement for Guardianship/Conservator services effective January 1, 2021 through December 31, 2022; and

WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and

WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.

IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

JUDY STORLIE

BY: Judy Storlie
Judy Storlie

DATED: 2/15/22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 2/22/22

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

John Puleasa, Director
Houston County Human Services

DATED: 2/3/22

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- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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

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

Issue:

This agreement with John Miller represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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**PURCHASE OF SERVICE AGREEMENT
AMENDMENT**

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and **John Miller**, hereafter referred to as the "Provider."

WITNESSETH

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WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and

WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.

IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

JOHN MILLER

BY: John Miller

John Miller

DATED: 2/11/22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 2/22/22

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

John Puleasa, Director
Houston County Human Services

DATED: 2/3/22

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- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

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- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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:

This agreement with Sandra Fitting represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

**PURCHASE OF SERVICE AGREEMENT
AMENDMENT**

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and **Sandra Fitting**, hereafter referred to as the "Provider."

WITNESSETH

WHEREAS, the County and the Provider have a signed Agreement for Guardianship/Conservator services effective January 1, 2021 through December 31, 2022; and

WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and


WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.


IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

SANDRA FITTING

BY: 
Sandra Fitting

DATED: 2-14-22

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 2/22/22

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 
John Pugleasa, Director
Houston County Human Services

DATED: 2/3/22

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County's Conservatorship/Guardianship Service Definition

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- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
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- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

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The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

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Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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

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

Issue:

This agreement with Terry Lee Lund represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

**PURCHASE OF SERVICE AGREEMENT
AMENDMENT**

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and Terry Lee Lund, hereafter referred to as the "Provider."

WITNESSETH

WHEREAS, the County and the Provider have a signed Agreement for Guardianship/Conservator services effective January 1, 2021 through December 31, 2022; and

WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and

WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.

IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

TERRY LEE LUND

BY: Terry Lee Lund

Terry Lee Lund

DATED: 2-11-22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 2-15-22

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

John Puleasa, Director
Houston County Human Services

DATED: 2/3/22

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

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- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
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Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month for 1/1/2021-12/31/2021 and \$138.00 per month for 1/1/2022-12/31/2022. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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:

This agreement with Rebecca Servais represents a rate ammendment to the exisiting contract for guardianship services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

PURCHASE OF SERVICE AGREEMENT AMENDMENT

This Amendment, entered into by and between Houston County, through its local social service agency, Houston County Human Services hereafter referred to as the "County", and **Rebecca Servais**, hereafter referred to as the "Provider."

WITNESSETH

WHEREAS, the County and the Provider have a signed Agreement for Guardianship/Conservator services effective January 1, 2021 through December 31, 2022; and

WHEREAS, there is a need to amend the hourly rate and other sections of the Agreement;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the County and the Provider agree to have the following changes implemented:

1. WITNESSETH: Revise 1st WHEREAS paragraph to read as follows:

"WHEREAS, the County has identified a need for professional guardian and conservator services to be provided to incapacitated individuals as defined in Minnesota Statute 524.5-101 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5.101 to 524.5-903 and 252A.01 to 252A.21; and

WHEREAS, the County wishes to purchase such services from the Provider;"

2. Section 3 – Increase rate from \$120.00 per month to \$138.00 per month effective January 1, 2022- December 31, 2022.
3. Section 5 – Change 5% fee maximum listed in last paragraph from \$120.00 to \$100.00.
4. Attachment A – Use Attachment A attached to this Amendment

Both parties agree that the original Agreement between the parties remains in place and that the entire Agreement between the parties is contained in the original Agreement, Attachment A and as amended herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of the Agreement.

IN WITNESS WHEREOF, the County and the Provider have executed this Agreement as of the day and year first written above. Provider, having signed this Amendment, and pursuant to such approval and the proper County Official having signed this Amendment, the parties hereto agree to be bound by the provisions herein set forth.

REBECCA SERVAIS

BY: 

DATED: 3.10.2022

Rebecca Servais

Approved as to Form and Execution:

BY: 

DATED: 3/23/22

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

DATED: 2/3/22

John Puleasa, Director
Houston County Human Services

Houston County Agenda Request Form

Date Submitted: 3/31/2022

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

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

Issue:

Woods Psychological Service provides reflective supervision for our Child protection Social workers.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshall Street, Room 104, Caledonia, MN 55921, through its local community services agency, Houston County Human Services, hereafter referred to as the "County" and Woods Psychological Services, LLC, 50 West 2nd Street, Suite 101, Winona, MN 55987, hereafter referred to as the "Provider" enter into this Agreement.

new
111 Riverfront,
Suite 410

WITNESSETH

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

1. TERM
The term of this Agreement shall be from January 1, 2022 through December 31, 2022.
2. DESCRIPTION OF SERVICES
Provide will provide up to two (2) hours per month of Reflective Supervision to Houston County Public Health and Human Services staff.
3. PAYMENT FOR SERVICES
The Provider shall be paid at a rate of \$150.00 per hour (this rate includes travel time and mileage). To receive payment for services provided, the Provider shall submit an invoice to Bethany Moen outlining services provided within thirty (30) days of completion of services. County will make payment for the approved invoice within thirty-five (35) days of invoice receipt.
4. PROVIDER NOT AN EMPLOYEE
The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.
5. RELATIONSHIP OF THE PARTIES
It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.
6. INDEMNIFICATION
The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. INSURANCE AND BONDING

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

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☐ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☐ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.

8. DATA PRACTICES

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

9. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to the County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon ten (10) days written notice.

10. AMENDMENTS

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

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

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

WOODS PSYCHOLOGICAL SERVICES, LLC

BY: 
Judith Woods

DATED: 3/11/22

HOUSTON COUNTY

BY: _____

DATED: _____


Chairperson

Houston County Board of Commissioners

BY: 
Director
Houston County Human Services

DATED: 3/7/22

APPROVED AS TO FORM AND EXECUTION:

BY: 
Houston County Attorney

DATED: 3/17/22

Houston County

Agenda Request Form

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

Date Submitted: **March 21/2022**

Person requesting appointment with County Board: Martin Herrick

Issue:

Requesting Board approval for the 2022 ABC/Woodland contract

Justification:

Contract has been reviewed by legal counsel. It's a renewal of an ongoing contract.

Action Requested:

Final Approval by the County Board.

For County Use Only

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

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

Professional/Technical Service Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Ability Building Center, 1911 NW 14 Street, Rochester, MN, a Minnesota Corporation an independent contractor (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, COUNTY is in need of services for the collection and processing of recyclable materials,

WHEREAS, the CONTRACTOR is desirous of opportunities to provide work programs for their adult individuals with disabilities, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, through its satellite organization, Woodland Industries located at 521 Old Highway Drive, Caledonia, MN.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**

This CONTRACT shall be effective on January 1, 2022 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect through December 31, 2022. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

II. **CONTRACTOR'S DUTIES**

A. **Individual Workers**

CONTRACTOR will provide 1 individual to work 36 hours per week at the Houston County Recycling Center, located in Houston, Minnesota.

If any individual provided by CONTRACTOR is deemed by the COUNTY unfit for the essential duties, the COUNTY may make an oral request to the CONTRACTOR'S authorized representative for immediate resolution which may include the individual's removal from the work-site. Should the matter remain

unresolved for two (2) days or more, the COUNTY may provide written notification to the CONTRACTOR that the individual will not be permitted to perform services at the COUNTY's work-site.

CONTRACTOR shall provide appropriate individual supervision and safety training.

B. Redemption Center Services

CONTRACTOR agrees to serve as a redemption center for aluminum beverage containers in Caledonia, Minnesota.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Individual services shall be compensated at a rate of \$17.50 per individual hour.
2. Aluminum redemption costs plus \$0.25 per pound for administration, handling and bailing.

B. Terms of Payment

1. COUNTY shall make prompt payments upon CONTRACTOR'S presentation of monthly invoices. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.
3. Reimbursement for travel and subsistence expenses – The parties agree that no payment will be made for travel or subsistence expenses to the CONTRACTOR.

IV. AUTHORIZED REPRESENTATIVES

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

A. County's authorized representative for the purpose of administration of this CONTRACT is:

Name: Martin Herrick
Address: 304 South Marshall Street, Caledonia, MN 55921
Telephone: (507) 725 - 5800
E-Mail: Martin.Herrick@co.houston.mn.us
Fax: (507) 725 - 5590

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Samantha Sherry
Address: 521 Old Highway Drive, Caledonia, MN 55921
Telephone: (507) 725 - 2092
E-Mail: samantha@abcinc.org
Fax: (507) 725-5691

V. **CANCELLATION AND TERMINATION**

- A. This CONTRACT may be canceled by COUNTY at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. *Termination for Insufficient Funding.* COUNTY may immediately terminate this CONTRACT if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of COUNTY receiving notice that sufficient funding is not available. COUNTY is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available.

VI. **ASSIGNMENT**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. **LIABILITY**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

VIII. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

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

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.

See Exhibit A.

IX. WORKERS' COMPENSATION

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2, regarding workers' compensation. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

X. PUBLICITY.

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

XI. NON-DISCRIMINATION.

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this

contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the CONTRACT, may be forfeited for a second or any subsequent violation of the terms or conditions of this CONTRACT.

XII. DATA DISCLOSURE.

The CONTRACTOR is required by Minnesota Statute §270C.65, to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. *This contract will not be approved unless these numbers are provided.* These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

XIII. GOVERNMENT DATA PRACTICES ACT.

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

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIV. INTELLECTUAL PROPERTY RIGHTS.

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XV. **ANTITRUST.**

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVI. **JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County.

XVII. **AMENDMENTS.**

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

XVIII. **AUDITS.**

Under Minn. Stat. § 16C.05, subd. 5, the CONTRACTOR'S books The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

XIX. **SURVIVAL OF TERMS.**

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.

[SIGNATURE PAGE FOLLOWS]

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

APPROVED:

CONTRACTOR:

By: (authorized signature)
Wayne Stenberg
Title: Executive Director
Date:

HOUSTON COUNTY:

By: (authorized signature)
Martin Herrick
Title: Environmental Services Director
Date:

APPROVED AS TO FORM AND EXECUTION:

By: (authorized signature)
Samuel Jandt
Title: Houston County Attorney
Date:

EXHIBIT A

ACORD LIABILITY INSURANCE CERTIFICATE

Houston County

Agenda Request Form

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

Date Submitted: March 30, 2022 for April 5, 2022 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the 2022 Feedlot Program Annual Report and Financial Report.

Attachments/Documentation for the Board's Review:

2022 Feedlot Financial Report and Annual Report, MPCA Year End Review Letter

Justification:

This has been approved by the MPCA and now requires final approval by our Board.

Action Requested:

Seeking BOC approval; will require a signature if approved.

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

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

2021 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2021 - December 31, 2021)

Revised June 2021

County: Houston

Contact Person: Amelia Meiners

Phone: 507-725-5800

E-Mail Address: amelia.meiners@co.houston.mn.us

Signature: _____

(Signature of County Board Commissioner)

(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	0.7				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0.45				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1.15				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	34	29			
6	Feedlots with 50 - 299 AU:	256	240			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	37	35			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	0	0			
9	Feedlots with NPDES or SDS permits:	2	2			
10	Total - Feedlots required to be registered:	329	306			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)	354				
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%): 25				
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	26				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU (in shoreland)	50 - 299 AU (except where noted)	300 or more AU (Non-CAFO/NPDES/SDS)		
Only count first instance of each type of inspection per feedlot						
13	Compliance inspections	3	20	3		
	13.1) How many included the optional P review			0		
14	Construction inspections	0	0	0		
	14.1) How many received a 2nd construction inspection	0	0	0		
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	0	
16	In-field land application inspection	0	0	0		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	1	0		
18	Routine or follow-up stockpile only inspection	0	0	0		
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland or a DWSMA.	6				
21	Number of feedlots inspected within the County's priority areas as designated in the work plan.	26				
22	Number of sites inspected found to be non-compliant with water quality discharge standards.	2				
23	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	3				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
24	Compliance inspections min. # of compliance inspections: 13	26	25	1	1.5	1.5
25	Construction inspections	0	0	0	1	0
26	Desktop N&P records inspections	0	0	0	1.5	0
27	In-field land application inspections	0	0	0	0.5	0
28	Compliance inspections that include optional P review			0	0.5	0
29	Number of facilities that received 2 or more construction inspections.			0	0.5	0
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			1	0.5	0.5
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

The following were identified as inspection strategies for 2021: conduct inspections at existing sites that have submitted permit applications proposing construction or expansion (goal 2, actual 2); sites with an interim or CSF permit with more than 300 AU and sites that received feedlot cost-share (goal 5, actual 0); sites required to be registered that have never been inspected, including those with open lot areas without runoff controls and in the Root River 1W1P (goal 6, actual 12); sites within Root River 1W1P and other priority watersheds (goal 10, actual 26); sites constructing manure storage areas and open lot runoff controls (goal 1, actual 0); and sites that have not been maintaining adequate land application records (goal 1, actual 1).

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	0	---	---
34	Interim Permits Issued or Modified:	0	2	0
35	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	2	1	2
36	Public meetings held for construction or expansion to ≥ 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
37	EAW petitions received:	0	---	---
38	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	1	2	2
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	2	---	---
41	Notices of Violation (NOV) issued:	0	---	---
42	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
43	Feedlots where a partial environmental upgrade was achieved:	0	---	---
44	Feedlots where a complete environmental upgrade was achieved:	1	6	6
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
45	Feedlots 100+ AU where N records requirements were returned to compliance:	0	---	---
46	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
47	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
48	Sites visited to provide assistance	0	---	---
49	Workshops/trainings hosted/sponsored by the CFO:	0	2	0
	49.1) Total number of feedlot owners attending these events	0	---	---
50	CFO presentations at informational or producer group events: (per event)	0	1	0
51	Number of mailings to feedlot owners:	0	---	---
52	Feedlot articles placed in newspapers:	0	---	---
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.				
Date	Description			
	Assistance by phone because of COVID			
CFO TRAINING AND MENTORING		Number	PC	PC Total
53	CFO - training CEUs: (Enter total training hours earned - list events below)	21.75	---	---
54	Hours mentoring New CFOs (describe on a separate sheet):	0	0.25	0
List the training events attended.				
Date	Description			Hours
1/10/2021	Webex			0.5
3/10/2021	Webex			1
25-Mar	MACFO Conference			2
15-Apr	Webex			1.5
20-May	Regional Meeting			2
7/21/2021	Webex			1.5
8/18/2021	Webex			1
9/15/2021	Webex			1.25
9/23/2021	Regional Meeting			2
10/20/2021	Webex			1.5
11/17/2021	Webex			1
12/14/2021	Webex			1.5
12/29/2021	MinnFarm Training			5
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
55	Feedlots where a MinnFARM was conducted (list sites below):	1	1	1
56	Notifications received claiming air quality exemptions:	1	---	---
57	Meetings with other local government and producer groups:	0	---	---
58	Feedlot ordinance revisions likely, in progress, or completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MinnFARM completed by CFO registration no. Site Name		Describe other county program activities not identified elsewhere.		
67897	Christine Koch - Sec 18	None.		
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned	
59	Both registration files have ALL documentation uploaded to TEMPO	2	2	
60	All four inspection files have ALL documentation uploaded to TEMPO	2	2	
61	Both permit files have ALL documentation uploaded to TEMPO	4	4	
TOTAL PERFORMANCE CREDITS				21.00

CY2021 MPCA County Feedlot Financial Report				
The county may show all county expenditures beyond the required match.				
		Revised 12/13/21		
County	Houston			
County Feedlot Officer	Amelia Meiners	507-725-5800		
	NAME	PHONE		
	Budgeted	Spent	Balance Remaining	
2020 funds leftover	\$ 20,008.00	\$ 20,008.00	0	
2021 Grant Award Amount	\$ 39,184.00	\$ 39,184.00	0	
2021 Required Match Amount	\$ 27,229.00	\$ 13,251.00	13978	
TOTAL	\$ 86,421.00	\$ 72,443.00	13978	
PC NUMBER earned (per MPCA) in 2021 for 2020 work	36.5			
PC DOLLAR amount rec'd in 2021 for 2020 work	\$ 7,300.00			
Activity	Spent			
Complaint Response	\$ 809.00			
Inspections & Compliance	\$ 11,886.00			
Owner Assistance	\$ 2,451.00			
Permitting	\$ 6,097.00			
Registration/Inventories	\$ 15,570.00			
Training/Conferences	\$ 1,050.00			
Administration	\$ 34,455.00			
Other (explain)	\$ 125.00	\$ 72,443.00		
Choose either "overhead lump sum" or "overhead broken down" below. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs.	Included in CFO salary.			
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump some or in addition to salary, enter that amount.)				
	Spent			
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)				
	Spent			
Office (lease, utilities, furniture, insurance, etc.)				
Vehicle (lease, fuel, mtnc., etc.)				
Supplies (computer, internet, phone, copier, fax, paper, postage, etc.)				
Other (explain)				
Research fees				
TOTAL	\$72,443.00			
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)		
Amelia Meiners	0.7	\$ 88,670.40		
Amy Sylling	0.2	\$ 15,446.08	*Salary expenses are not an accurate reflection of our program this year.	
Environmental Services Director	0.15	\$ 19,269.12		
Environmental Specialist #2	0.1	\$ -		
TOTAL	1.15	\$ 123,385.60		

FTE = Full Time Equivalent; the percentage of employee's time dedicated to the feedlot program in 2019.

March 30, 2022

Amelia Meiners
Houston County Environmental Services
304 South Marshall Street, Room 209
Caledonia, MN 55921

RE: 2021 Houston County Feedlot Program Year-End Review

Dear Amelia Meiners:

On March 30th, 2022, the Minnesota Pollution Control Agency (MPCA) completed a year-end review of the Houston County delegated feedlot program for the period of January 1, 2021, through December 31, 2021. Based upon the review, the MPCA has determined that the County satisfactorily 16 out of an applicable 16 or 100 percent of non-inspection minimum program requirements (MPRs). The County also satisfactorily conducted 25 inspections of the 354 feedlots required to be registered for an inspection rate of 7.3 percent.

In addition, the MPCA has reviewed the County's 2022-2023 Delegation Agreement and Work Plan by comparing it to the work the County has done. No modifications to the Delegation Agreement Work Plan have been proposed at this time.

The MPCA commends the County for its work in 2021. If you have any questions regarding the review, please do not hesitate to contact me at 507.424.9132 or Peter.Kuisle@state.mn.us.

Sincerely,

Peter Kuisle

This document has been electronically signed.

Peter Kuisle
Environmental Specialist
Watershed Division

PK:mt

Attachment: 2021 Year-End Review Worksheet

cc: Michelle Oie, MPCA (w/attachment)

Houston County

Agenda Request Form

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

Date Submitted: 31-Mar-22

Person requesting appointment with County Board: Martin Herrick

Issue:

CUP Approval/Denial:1) Joseph Rud and Craig Helke - To operate an agriculture oriented business in an Agricultural Protection District in Caledonia Township.

Justification:

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

Action Requested:

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.

NOTICE OF CONTINUATION OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Joseph Rud and Craig Helke, 523 Enterprise Drive, Caledonia, MN 55921 for a Conditional Use Permit to operate an agriculture oriented business in an agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 1) in Caledonia Township on the following premises, to-wit:

PT NE1/4 NE1/4, Section 12, Township 102, Range 6, Houston County, Minnesota. (Parcels 03.0128.000 and 03.0128.002)

Said applicant standing and making application is as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:00 p.m. on Thursday, March 24, 2022.

All persons having an interest in the matter will be given the opportunity to submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street, Caledonia, MN 55921, or emailed to martin.herrick@co.houston.mn.us, and must be received by Tuesday, March 15, 2022. Comments in regard to the petition received by this date will be part of the public record and will be made available for review by the Planning Commission prior to the meeting.

HOUSTON COUNTY PLANNING COMMISSION

By Martin Herrick
Zoning Administration

ADV: March 9, 2022

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Joseph Rud and Craig Helke, 523 Enterprise Drive, Caledonia, MN 55921 for a Conditional Use Permit to operate an agriculture oriented business in an agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 1) in Caledonia Township on the following premises, to-wit:

PT NE1/4 NE1/4, Section 12, Township 102, Range 6, Houston County, Minnesota. (Parcels 03.0128.000 and 03.0128.002)

Said applicant standing and making application is as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:40 p.m. on Thursday, February 24, 2022.

All persons having an interest in the matter will be given the opportunity to submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street, Caledonia, MN 55921, or emailed to martin.herrick@co.houston.mn.us, and must be received by Tuesday, February 15, 2022. Comments in regard to the petition received by this date will be part of the public record and will be made available for review by the Planning Commission prior to the meeting.

HOUSTON COUNTY PLANNING COMMISSION

By Martin Herrick
Zoning Administration

ADV: February 9, 2022

**HOUSTON COUNTY
PLANNING COMMISSION AND
BOARD OF ADJUSTMENT
Thursday, March 24, 2022**

Hearings are in the Houston County Commissioner's Room
(Please enter through the west entrance. Doors will open at 4:45 pm)

PLANNING COMMISSION

Approve Minutes for February 24, 2022

CONDITIONAL USE HEARING:

5:00 pm ***Joseph Rud and Craig Helke – Caledonia Township***
Conditional Use Permit to operate an agriculture oriented business in an Agricultural Protection District (14.3 Subdivision 1 (1)).



HOUSTON COUNTY ENVIRONMENTAL SERVICES

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



STAFF REPORT

Application Date: 02/1/2022
Hearing Date: 3/24/2022
Petitioner: Joseph Rud & Craig Helke
Reviewer: Martin Herrick
Zoning: Ag Protection
Address: 11778 State 44
Township: Caledonia
Parcel Number: 030128000
Submitted Materials: CUP(Conditional Use Permit) Application

OVERVIEW

REQUEST

The applicants are requesting a conditional use permit to construct a steel framed building with concrete surfaces on the north and east sides of the building. The property owners propose to seal coat Angus Drive adjoining the 6-acre parcel. The facility will be used to repair agricultural equipment, including repair of machinery, semi-trucks and trailers used for agricultural purposes. Work will be performed within the building. The primary goal is to serve the agricultural community.

The conditional use permit is requested under Houston County Zoning Ordinance (HCZO) 14.3 Subdivision 1. (1) Conditional Uses. In the Agricultural Protection District, the following uses may be allowed only after obtaining a Conditional Use Permit in accordance with the provision of this Ordinance. (1) Agriculture Oriented Business, including but not limited to commercial storage or blending of liquid and dry fertilizers; grain and feed sales; general repair and installation services for agricultural equipment; custom meat processing; agricultural supplies and product sales or warehousing; livestock sales pavilion.

SUMMARY OF NOTEWORTHY TOPICS

The project will raze all of the existing structures and change the egress from State Road 44 to Angus Drive.

An initial hearing was held on February 24, 2022 with the hearing being tabled prior to reading the 2/24/2022 Houston County Staff Report.

A 60-day extension letter for the CUP application was sent out on February 25, 2022 by Houston County.

The Houston County Environmental Services office received supplemental information supporting the CUP application in narrative and plot plan forms on 2/23/2022 and 3/08/2022 respectively.

Of note:

HCZO Section 29.9 Subdivision 2. All Zoning Districts in the County may require a conditional use permit for any exterior storage if it is demonstrated that such storage is a hazard to the public health and safety or has a depreciating effect upon nearby property values, or impairs scenic views, or constitutes a nuisance.

HCZO Section 29.12 Subdivision 6 (1). No person may store or keep any vehicle of a type requiring a license to operate on the public highway; but without a current license, attached hereto, whether the vehicle be dismantled or not, outside of an enclosed building in the residential or agricultural district.

HCZO Section 29.13 Subdivision 1. Where any business or industrial use (structure, parking or storage) is adjacent to property zoned for residential use, that business or industry shall provide screening along the boundary of the residential property. Screening shall also be provided where a business, parking lot or industry is across the street from a residential zone but not on the side of a business or industry considered to be the front.

HCZO Section 30.4 Subdivision 7. In General Business and Highway Business Districts and in Limited and General Business Districts, parking areas and access drives shall be covered with a dust-free all-weather surface with proper surface drainage, as required by the County Engineer. The operator of the principal building or use shall maintain parking and loading areas, access drives and yard areas well-kept.

HCZO Section 30.4 Subdivision 8. Lighting shall be reflected away from the public right of way and nearby or adjacent Residence Districts.

Sign regulations are covered under Ch173, MN Statutes.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

The following comments were received in writing and in person:

1. Potential for decreased property values,
2. Screening for site activities,
3. Storage of parts and/or junk outside,
4. Signage,
5. Lighting,
6. Well & Septic upgrades,
7. Roadway surfacing and long-term responsibility,
8. Number of employees,
9. Surface water management and protection of the Crooked Creek Watershed,
10. Seeding open areas and control noxious weeds,
11. Business relocation or new venture,
12. Ultimately commercial zoning and status of both parcels,
13. Highway 44 egress,
14. Meeting the definition of agriculture orientated business,
15. Potential to become a trucking terminal,
16. Traffic management,
17. Eyesore and community presence.
18. Project support from an adjacent land owner based on the need for farm related repair facilities.

SITE CHARACTERISTICS

The site relief will not inhibit the proposed CUP activities. The site soils in the proposed development are characterized as Seaton Silt loam with a capability rating of III e. The existing infrastructure located on the site will be razed. The development will disturb greater than 1 acre of land with an estimated .4 acre of tillable acreage being used. A small portion of the parcel is designated commercial from a 9/11/1969 zoning action.

EVALUATION

***The Planning Commission may determine that more information is necessary to address all concerns adequately.**

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

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

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

Staff Analysis:

When the requirements are met, a conditional use permit provides a mechanism for establishing an Agricultural orientated business in an agricultural protection district that conforms to Houston County's Land Use Plan.

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

Staff Analysis:

The applicant proposes to repair agricultural equipment, including repair of machinery, semi-trucks and trailers used for agricultural purposes, which is a legitimate need.

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

Staff Analysis:

With adequate surface water control and a properly constructed and operated SSTS for managing septage the water quality will not be compromised.

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

Staff Analysis:

The proposed high percentage of impermeable surfaces and structures will require adequate surface water management, including construction, operation, possible treatment, energy dissipation and infiltration to reduce surface water runoff.

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

Staff Analysis:

The soil bearing capacity is adequate for the proposed structure. The soils can be compacted and graded for the proposed roadways. Additional surface water management features can be incorporated to enhance the site's infiltration capability.

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

Staff Analysis:

While an erosion control plan in HCZO Section 24 is required the primary pollution from sediment loading will be addressed in the MPCA permitting requirements because greater than 1 acre is being disturbed. The facility is proposing that all activities will be performed indoors including management of solvents, degreasers, fuels and lubricants. Additionally, new construction materials and methods have substantially improved energy efficiencies and waste minimizations.

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

Staff Analysis:

The proximity to existing structures and the City of Caledonia likely lends itself to accessing gas, electrical and other utilities. Adequate frontage exists with gentle slopes allowing access to Angus drive.

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

Staff Analysis:

There is adequate space for off street parking and vehicle loading

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

Staff Analysis:

Substantially larger site distances, transition zones, upgraded subbase and other features are needed for truck traffic. Traffic from the proposed facility will have to egress from Angus drive. A 3/04/2022 E-mail from MNDOT to Amelia Meiners noted that access from HWY 44 will likely not be granted. Based on the proposed number of vehicles transitioning from the facility the site has enough area to prevent traffic hazards.

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

Staff Analysis:

While the proposed hours of operation and activities are typical of a commercial site. The area is an agricultural protection district and commercial activities are similar in nature. Screening, vegetation, exterior lighting and other activities can be implemented to substantially reduce the view shed of the building to the local residences.

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

Staff Analysis:

The proposed use for the parcel meets the intent of Houston County's Land Use Plan.

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

Staff Analysis:

The applicant proposes to perform all work indoors and the roadways will be maintained to prevent fugitive dust. The lighting will be directed down and the signage will be minimal. As noted in the Staff Analysis for Finding No.10 screening and vegetation blocking the viewshed toward the residences will substantially reduce the disturbance to neighbors.

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

Staff Analysis:

NA

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

Staff Analysis:

The intensity of the of the proposed commercial activity in an agricultural protection district, isn't substantially different when consideration is given to the larger buildings being constructed for agricultural purposes. The proposed traffic and daily activities are not substantially more than seasonal farm activities.

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

Staff Analysis:

With SSTs, the site erosion plan, the applicable MPCA requirements, conditions for screening and other possible conditions listed below, the proposal will be protective of human health and the environment.

RECOMMENDATION


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

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

2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is complying with the conditions and all other applicable statutes, rules, and ordinances.

The Board may wish to consider additional conditions concerning the following items:

Demolition and razing existing buildings,
The building design indicating the maximum elevation,
Exterior signage and lighting,
Any associated new exterior structures,
Surface water management plan with proposed site contouring and structures to dissipate energy and promote infiltration,
Site screening, vegetation and fencing with a plot plan showing location,
General site management/operations,
Erosion control plan,
Traffic management plan and haul routes including vehicle types, transition zones, and a road base cross section,

<p>Number 2021- CUP- 88054</p>	<p>RUD,JOSEPH & CRAIG HELKE 030128000 Conditional Use Request Submitted by Timothy A. Murphy on 2/1/2022</p>	
---------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 2/1/2022 11:31:47 AM and saved by: Timothy A. Murphy

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

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

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

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

Conditional Use Application Fee **\$700.00**

Recording Fee **\$46.00**

Application Type:
Conditional Use

APPLICANT INFORMATION [\[Edit\]](#) Last updated: 2/1/2022 11:32:32 AM and saved by: Timothy A. Murphy

Applicant Name **RUD,JOSEPH & CRAIG HELKE**

Telephone Number **507-450-2152**

Address **11778 STATE 44**

City **CALEDONIA**

Zip **55921**

Parcel Tax ID **030128000**

Legal Description **NE1/4 (EX 4A & EX W 76A & EX 38 AC & EX 20A & EX 20A & EX 13.03 AC)**

Section-Township-Range **12/102/006**

Do you own additional adjacent parcels **Yes**

Township of: **Caledonia**

Applicants are required to inform township boards of their application.

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

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

Township Contacts

CONDITIONAL USE REQUEST [Edit] Last updated: 2/1/2022 11:32:43 AM and saved by: Timothy A. Murphy

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

Describe in detail your request.

The property is zoned agricultural. The property owners desire to construct a steel framed building with concrete surface on the north and east sides of the building. The

[Submitted by Applicant](#)

property owners propose to seal coat Angus Drive adjoining the 6 acre parcel. The facility will be used to repair agricultural equipment, including repair of machinery, semi trucks and trailers used for agricultural purposes. Work will be performed within the building. Primary goal is to serve the agricultural community.

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

14.3 Agricultural Conditional Use Permit

Requested Dimension:

6 acre parcel

**Please upload any
supporting documents:**

[Map.pdf \(download\)](#)

CONDITIONAL USE FINDING OF FACTS [\[Edit\]](#) Last updated: 2/1/2022 11:32:49 AM and
saved by: Timothy A. Murphy

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

Findings Required:

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

Yes

Comments:

**Houston County is primarily agricultural. The use of the
property will be serving the agricultural community.**

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

Yes

Comments:

**We need a larger facility to service the demand for the
repair of farm related equipment. Our present facility is not
large enough.**

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

Yes

Comments:

**Our use of water will be limited. We own property
surrounding the proposed facility. All runoff of water will**

be on our property.**Yes****4. That the proposed use will not adversely increase the quantity of water runoff.**

Comments:

The building will only involve a small portion of the property we own. We have sufficient property to control runoff.**Yes****5. That soil conditions are adequate to accommodate the proposed use.**

Comments:

The soil condition will accommodate our use.**Yes****6. That potential pollution hazards have been addressed and standards have been met.**

Comments:

We are familiar with the repair business and take appropriate precautions.**Yes****7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.**

Comments:

We will have adequate utilities. No property adjoins Angus Drive. All drainage will be on to property.**Yes****8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

Comments:

We will have parking. We will have concrete and gravel surface around building.**Yes****9. That adequate facilities are provided to eliminate any traffic congestion or traffic**

hazard which may result from the proposed use.

Comments: **There will be no traffic congestion.**

Yes

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

Comments: **The property abuts Angus Drive and will have adequate access. It has an existing turn lane from Highway 44 to Angus Drive. There is existing access to Angus Drive.**

Yes

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

Comments: **This use of the property will not impede the normal, orderly development and improvement of surrounding property.**

Yes

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

Comments: **We will take preventative action to control offensive odor, fumes, dust, noise, etc. We are willing to seal coat part of Angus Drive that adjoins the six acre parcel.**

Yes

13. That the density of any proposed residential development is not greater than the intensity of the

surrounding uses or not greater than the intensity characteristic of the applicable zoning district

Comments:

The use will not be injurious to the use and enjoyment of the adjoining property.

Yes

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

Comments:

We will be removing a number of old buildings. The facility will improve the appearance of the area.

Yes

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

Comments:

This will be an improvement for the area. We will seal coat part of Angus Drive if permitted by the Township.

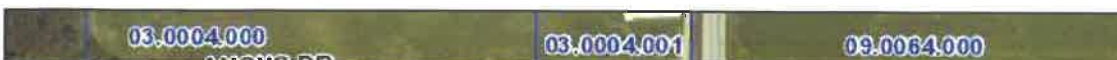
SITE PLAN INFORMATION [Edit] Last updated: 2/1/2022 11:32:59 AM and saved by: Timothy A. Murphy

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

Upload Site Plan

[Permit.pdf \(download\)](#)

Use Interactive Map to Create Site Plan



Layer List:



- ☒ NG911 Address Points
- ☒ Wells_MWI_Jan_2018
- ☐ Contours
- ☒ Septic Permit
 - ☒ Septic Permits
- ☒ Corporate Limits
- ☐ Political Townships
- ☐ Subdivisions
- ☐ Blocks
- ☐ Lot Boundaries
- ☒ Parcels
- ☒ Roads
- ☐ Streams
- ☐ Floodplain (Effective 12/7/2018)
- ☒ 2020 Imagery

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

APPLICATION SUBMITTAL [Edit] Last updated: 2/1/2022 11:38:22 AM and saved by: Timothy A. Murphy

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

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

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

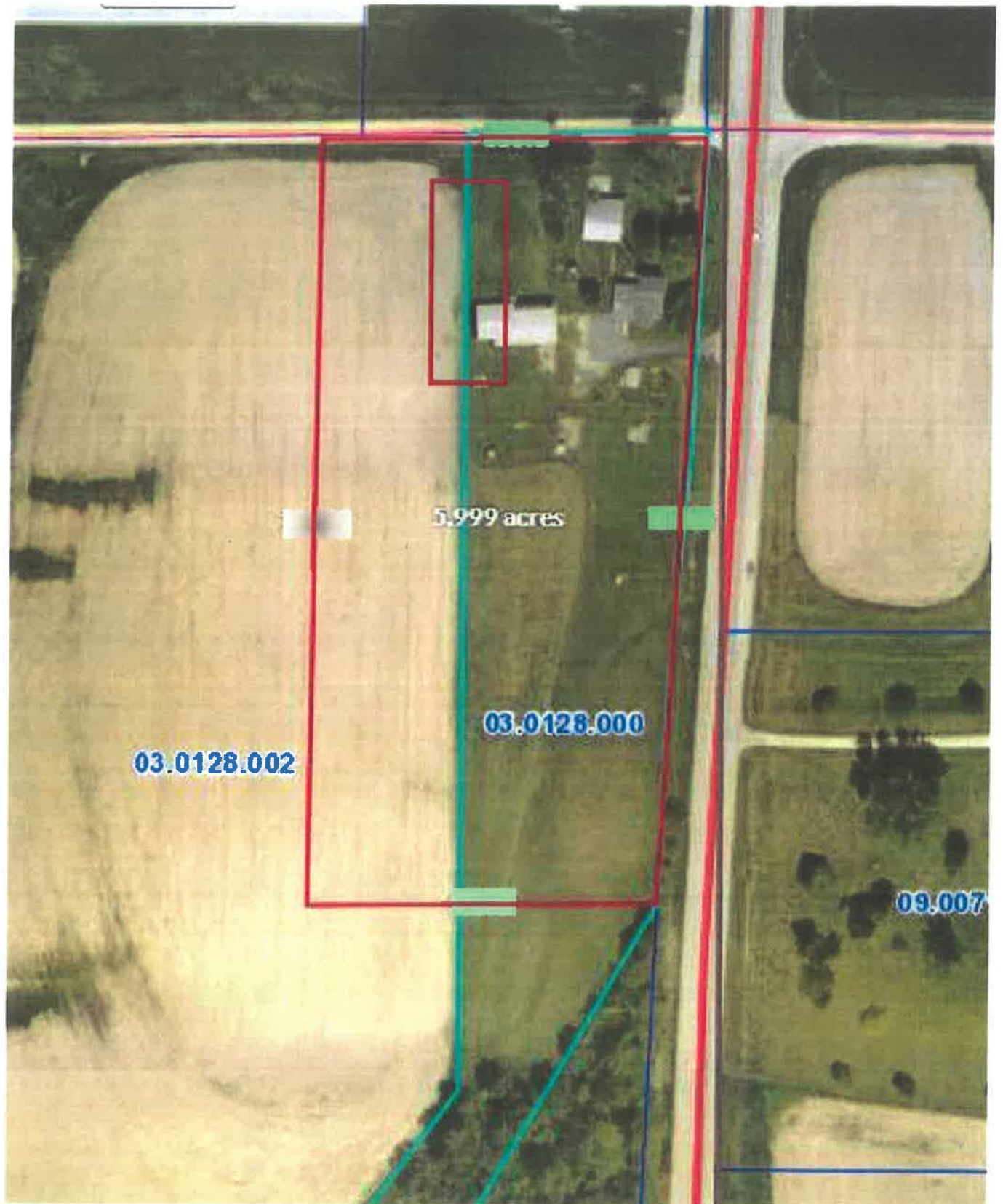
Signature

Greg Helke

Date Signed:
02/01/2022

Check this box if Staff
Signature on behalf of
Applicant.

No



02-01-22

I, Joe Rud give Craig Helke authority to make all applications and sign all paperwork for the conditional use permit for the property we own together in Caledonia township.

Joe Rud

A handwritten signature in black ink, appearing to be 'Joe Rud', written in a cursive style.

MURPHY LAW OFFICE, P.L.L.P.
ATTORNEYS AT LAW

Timothy A. Murphy | **Michael A. Murphy** | **Alexander C. Roverud**
timrh@acegroup.cc | mikerh@acegroup.cc | alexrh@goacentek.net

110 EAST MAIN STREET, P.O. BOX 149
CALEDONIA MN 55921-0149
Phone: 507-725-3361 | Fax: 507-725-5627

Gina Gran
Legal Assistant
ginarh@acegroup.cc

February 14, 2022

Via email only:
Amelia.meiners@co.houston.mn.us

Ms. Amelia Meiners
Houston County Environmental Services
304 S. Marshall, Room 209
Caledonia, MN 55921

RE: H & R ENTERPRISES, LLC – CONDITIONAL USE PERMIT
Our File No. 43349

Dear Amelia:

We are writing in response to your inquiry set forth in your email of February 10, 2022. We will address your inquiries in the order they appear.

1. Business objectives. The business would primarily serve the local farming community with the repair of farm equipment. They have expertise in the repair and maintenance of tractors used to haul trailers for agricultural supplies.
2. Hours of operation. Monday through Friday 7 AM to 4PM.
3. Anticipated traffic and number of trips per day into/out of the facility. How many employees? There will be six employees. Other than the employees, there will be primarily local customers. Any sales are done primarily by internet.
4. Detailed list of Products & Services – When I was reviewing my notes sales was mentioned, but that was not addressed in the application. We will primarily be maintaining and repairing farm equipment. There would be some sales. The sales consist 90% from equipment that has been repaired.
5. Parking – locations for employees, service vehicles, customers. Employee will park on the west side of the building. The customers would park on the west side or east side.

Ms. Amelia Meiners
February 14, 2022
Page Two

- a. How many pieces of equipment may be sitting outside for sale at a time? We do not anticipate many pieces of equipment sitting outside of the building. The building will be 43,750 square feet.
6. Signage – lighted or non, anticipated location. Signage will be on the building. Any lighting directed on the signage will be toward the building.
7. Lights – outside for parking lots? Will they be located and managed so they will not become a nuisance to neighbors? The only lighting will be on the building directed downward.
8. Are there outside certifications/licenses/regulations required for these sort of facilities? The only license required will be for any sales that will be done.
9. What type of additional resources are needed for this sort of proposal (i.e. bulk tanks, etc.)? The only tank would be a LP gas tank. It would be situated close to the building for heat purposes. There will be no bulk tanks. There will be a bulk oil tank inside of the building for oil used in the service work. There will also be a barrel inside for storage of used oil that is picked up by an independent company.
10. What sort of nuisances are byproducts of your services – odor, fumes, dust, noise and how will you take “preventative action” to mitigate concerns with those? They do not anticipate any issues with odor, fumes, dust, noise because all of the work will be performed inside. There will be a concrete apron around the building and the gravel portion will have chloride.

We will address the supplemental questions you have as follows:

11. How will this affect property values? Do not believe this will negatively affect property values. The facility is located in an agriculturally zoned area and is consistent with the use of property in an agricultural zone. It may increase values because it will show Caledonia as a growing, progressive area.
12. Will there be sales on this site? Limited sales. Our sales in the past have been done primarily by internet.
13. Will there be screening/fencing? Do not feel there is a need for screening or fencing. The building will be 43,750 square feet and all equipment, parts, etc. will be inside the building.

Ms. Amelia Meiners
February 14, 2022
Page Three

14. Will old parts/junk be piled up? No.
15. Will there be signage? Only on building. Previously answered.
16. Will there be lighting of the lot? Previously answered.
17. Are the old well and septic being used or new? A new septic will be installed. Whether the existing well can be used is still under consideration.
18. Will the lot be surfaced or gravel? Previously answered.
19. Will the township road chip seal be maintained by Rud/Helke or is it a one time improvement? The township does not want Angus Drive chip sealed. They only want it graveled with clay. We will comply with Caledonia Township's request.
20. How many employees will work there? Six.

Very truly yours,



Timothy A. Murphy

TAM:gg

CC: Craig Helke/Joe Rud

**Additional Responses to Houston County Environmental Services for CUP Application –
Parcel Number 030128000
Responses provided 2/22/22**

#8 Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed need.

CUP application is for 6 acres with 175'x250' steel building with interior concrete floor. Exterior will be 14' concrete apron with gravel parking surface covering up to 3 acres.

Surface area of parking provides sufficient space for 6-9 employees, and on average 1-2 customers per day. On the west side there will be additional parking spaces available on the apron and on the gravel area.

Gravel surface also provides adequate space for loading or turnarounds.

All parts and equipment will be housed inside the steel building.

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

Based on records, traffic will average 1-2 customers per day in addition to 6-9 employees.

See drawing for proposed entrance

We have offered the township road chip seal to mitigate concerns, but the Township has declined indicating they only want gravel with clay.

Re-iterate that this is not Joe Rud Trucking - "truck" traffic is limited to incoming equipment for service - rarely trailers or loaded equipment

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

Older, blighted buildings on the property will be razed. All materials from demolition will be removed from Property (not buried) and disposed of properly.

Acreage is adequate to support construction of a 175'x250' steel building, large enough to house all equipment and parts indoors, using aesthetically appealing materials (earth tones).

Building height is 28' 9", walls 18' 9", and door heights of 16' not obstructing

All parts and equipment will be housed indoors with all service work performed indoors following all Federal, State, and local laws and regulations (Noise, Visual, Pollutant Concerns)

Undeveloped acreage within permit and acreage not included on permit will be maintained by local farmer (alfalfa).

Given that all equipment will be housed indoors, there are no plans to construct any screening or fencing.

Outdoor lighting will be facing downward limiting any impact to surrounding properties.

Hours of operation are Monday - Friday, 7am - 4pm.

As previously mentioned, daily traffic flow/volume is limited to 6-9 employees and average 1-2 customers per day.

A site erosion plan has been developed with Root River SWCD to mitigate any water runoff or erosion concerns.

#12 Those adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will

constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

All parts and equipment will be housed indoors with all service work performed indoors following all Federal,

State, and local laws and regulations (Noise, Visual, Pollutant Concerns)

Building is fully insulated further reducing any concerns of noise impact.

Any odor or fumes will be ventilated with carbon filters.

Gravel surface will be maintained with chloride to reduce dust. Application of chloride would extend to Angus Dr if township allows.

Outdoor lighting will be facing downward limiting any impact to surrounding properties. No plans for up/outward facing lighting in parking area.

Signage will be on building only (not lighted).

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

The activity proposed is commercial; historical records show that a portion of this site was previously used for Commercial business. H&R Enterprises is a collision and repair facility catering to the Ag community around Caledonia, Houston County, and surrounding areas.

H&R customer records show that the business predominately service Ag-related customers.

While the immediate area is Ag, the service work performed by H&R is characteristic of repairs performed at Surrounding farms.



Submitted by Applicant

Root River Soil and Water Conservation District

Agricultural Service Center

805 N. Hwy. 44/76, Suite 1

Caledonia, MN 55921

(507) 724-5261 ext. 3

<http://www.co.houston.mn.us/departments/soil-and-water/>

February 16, 2022

To: Justin Meyer and Craig Helke

From: Bob Scanlan – Root River SWCD

Re: Proposed shop at 11778 State 44

Thanks for taking the time to meet with me on your site in section 12 of Caledonia Township. From a water erosion/discharge standpoint here are my comments. I understand that you are proposing to build a mechanic shop on the site and all existing building structures are to be removed. The existing roof area amounts to approximately 6,575 sq. ft. and these buildings will be eliminated. The roof on the proposed building and other impervious area is estimated to be around 2.5 acres. Access will be off Angus Dr. to the north and will consist of gravel and possibly seal coat or black top. Additional impervious area may include an area around the entire building of gravel or other impervious material. This additional impervious area was included in runoff curve number calculations. All areas directly adjacent to the building site will be sown to grass/legume mixed hay, Kentucky Bluegrass/fescue on the lawn, or other sod-forming vegetation. This type of vegetation will ensure adequate soil armor while allowing for adequate water infiltration. When estimating runoff and peak discharge from the site I find that the existing grassed waterway that drains runoff from the building site to the south is adequate for the proposed use during a 10 year storm event.

The site consists of approximately 18 acres of B and C slopes. The proposed building will sit on a 103B2 – Seaton Silt Loam soil of 3-6% slope. According to the *USDA Soil Survey*, these soils are typically comprised of a topsoil approximately 9" thick with a 60" subsoil of dark yellowish brown to brown silt loam. Air and water move through these soils at a moderate rate and the water-holding capacity is very high. These soils are found all around the county and are suitable for building site development.





Areas directly adjacent to the proposed building site location are made up of 103C2 – Seaton Silt Loam soils of 6-12% slope. According to the *USDA Soil Survey*, these soils are typically comprised of a topsoil approximately 8" thick with a 60" subsoil of yellowish brown silt loam. Again, air and water move through this soil at a moderate rate with a high water-holding capacity. These soils are well suited for forage crops and pasture so sod should be easily established for erosion control and water infiltration from the adjacent impervious areas.

The existing waterway directly south of the building site is made up of an 1857B – Eitzen silt loam of 1-6% slopes. The surface area of these soils is made up of dark greyish brown silt loam of about 9" thick. The subsoil can range from dark greyish brown, friable silt loam to black, friable silt loam to a depth of about 72". These soils move air and water through the profile at a moderate rate, the water-holding capacity is very high, and surface runoff is medium.

If you have any questions, let me know.

Bob Scanlan – Root River SWCD

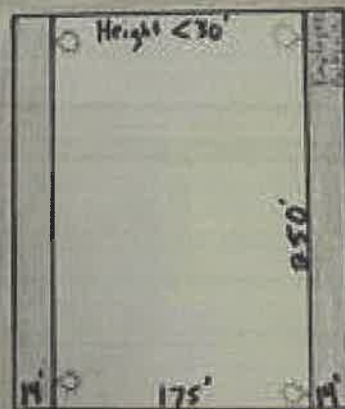
Key

-  Grass/Alfalfa
-  Gravel
-  Concrete
-  Lights Facing down to ground

Alfalfa

44
Hwy

Alfalfa



Entrance
Exit

Angus Dr.

Martin Herrick

From: Martin Herrick
Sent: Wednesday, March 9, 2022 3:36 PM
To: Martin Herrick
Subject: Dennis Holte

Dennis Holte called the Environmental Services office on 3/07/2022 to say his property adjoined the proposed repair facility on Angus Drive and he supports the proposal.

Marty Herrick,
Environmental Services Director
Houston County, Mn
304 S. Marshall St., Room 209
Caledonia, Mn 55921

Amelia Meiners

From: Schnell, Tracy (DOT) <tracy.schnell@state.mn.us>
Sent: Friday, March 4, 2022 12:33 PM
To: Amelia Meiners
Cc: Martin Herrick
Subject: RE: Conditional Use Application submitted for 11778 STATE 44, RUD,JOSEPH & CRAIG HELKE, Caledonia Township

*** HOUSTON COUNTY SECURITY NOTICE ***

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

Hello Amelia,

Sorry this got buried in my inbox. If they are changing the use from residential to commercial it will need to go through the MnDOT Development review process. They are have reasonable, convenient access off Angus Drive so the access to Highway 44 will more than likely not be approved.

Please send a site plan and all information for MnDOT to review this.

Thanks,

Tracy Schnell
Senior Planner | District 6

Minnesota Department of Transportation
2900 48th Street NW
Rochester, MN 55901
C: 507-259-3852
mndot.gov/



From: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Sent: Tuesday, February 15, 2022 1:54 PM
To: Schnell, Tracy (DOT) <tracy.schnell@state.mn.us>
Cc: Martin Herrick <Martin.Herrick@co.houston.mn.us>
Subject: FW: Conditional Use Application submitted for 11778 STATE 44, RUD,JOSEPH & CRAIG HELKE, Caledonia Township

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Tracy,

I just wanted to make sure that you received this notice. There is currently a driveway off of State 44 at this site, but the applicants are proposing to take it from a residential site to a commercial site. They are proposing to use Angus Drive as their main access.

Let us know if you have any concerns.

Amelia Meiners

Houston County Environmental Services
304 S. Marshall St., Room 209
Caledonia, MN 55921
(507) 725-5800 (office)
(507) 500-1909 (cell)

From: amelia.meiners@co.houston.mn.us <amelia.meiners@co.houston.mn.us>

Sent: Friday, February 4, 2022 10:34 AM

To: Amelia Meiners <amelia.meiners@co.houston.mn.us>

Subject: Conditional Use Application submitted for 11778 STATE 44, RUD,JOSEPH & CRAIG HELKE, Caledonia Township

***** HOUSTON COUNTY SECURITY NOTICE *****

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

An application for a Conditional Use in Caledonia Township has been submitted.

Applicant name: RUD,JOSEPH & CRAIG HELKE

Applicant phone number: 507-450-2152

Applicant Address: 11778 STATE 44

Requested Conditional Use: The property is zoned agricultural. The property owners desire to construct a steel framed building with concrete surface on the north and east sides of the building. The property owners propose to seal coat Angus Drive adjoining the 6 acre parcel. The facility will be used to repair agricultural equipment, including repair of machinery, semi trucks and trailers used for agricultural purposes. Work will be performed within the building. Primary goal is to serve the agricultural community.

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

The Caledonia Township contact is: Joseph Schieber

Phone number: 507-724-2007

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

Number: [2021-CUP-88054](#)
Project: Conditional Use Request
Description: RUD,JOSEPH & CRAIG HELKE | 030128000 |
Created On: 2/1/2022

[View this application](#)

Martin Herrick

From: dustin lange <dldustin23@yahoo.com>
Sent: Monday, February 14, 2022 9:17 PM
To: Martin Herrick
Subject: Agriculture oriented business permit for north of my property

*** HOUSTON COUNTY SECURITY NOTICE ***

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

Hello this is dustin lange. I am writing you today with a few questions and concerns about the property north of my property.

I'm concerned that it may turn into a junkyard and 6,000 vehicles a day driving by would have to look at it. That's not what Caledonia or Houston county wants I hope.

I'm concerned about my neighbors and my property values and how much they are going to depreciate if a junkyard happens. I also have questions on the permit being agricultural, are there going to be running semi reefers, how many wrecked striped down semis are going to be outside and how long are going to be left there. Is there going to be parking lot lights left on all night, is there going to be a fence around the property and many more questions about this situation. If you can answer any of my concerns that would be great. Looking forward to hearing from you.

Thank you

Dustin lange

Sent from my iPhone

February 14, 2022

Martin Herrick
Zoning Administration
Environmental Service Department
304 South Marshall St
Caledonia, MN 55921

RE: Conditional Use Permit – 03.0128.000 & 03.0128.002

Mr. Herrick,

As a homeowner and citizen in the Caledonia Township, I have several concerns I would like to address regarding the above noted Conditional Use Permit.

CONCERN 1:

Traffic – On State Hwy 44, south of Hokah to the City of Caledonia, there is a higher rate of speed, posted speed limit is 60 mph. Most vehicles are driving at a speed of at least 65 mph. Having lived at my residence for 30 years, I have witnessed plenty of big trucks going by at the intersection. There is a straight away right in front of my home. Often, vehicles increase their speed from 65 mpg to pass slower traffic. The purposed salvage yard / dump is right in the zone where drivers decide to accelerate and pass slower traffic. During planting and harvest season, drivers are more aware and attentive to farm equipment moving and turning off and onto State Hwy 44. In my mind, when big trucks, semis, semi-trailers slowing, stopping, and turning onto Angus Road from Hwy 44 dramatically changes the safety of this intersection.

CONCERN 2:

A repair shop for wrecked semi tractors and parts depot, salvage, a semi-tractor, big truck bone yard “a dump”, will be located right on Hwy 44. As we are all aware, this dump will have a real physical presence at the approach to the city we all love, Caledonia. Caledonia is the heart of rural America’s farmland. Installing a semi-truck bone yard, a dump, is not anything I want for my community. We’ve seen these dumps around when we travel. I am always so glad we don’t have one of these in our area. What about the personal property values that are near and surrounding to this dump?

It was mentioned in the letter I received, a conditional use to operate an agriculture-oriented business in an ag district. I have personally reviewed the business website for Joe Rud Trucking, Inc. There is no mention of involvement in agriculture or concern for agriculture. Please visit this website <http://www.joerudtrucking.com/index.php> to confirm this information. I have placed a snapshot of the Joe Rud Trucking mission statement below.

OVER THE ROAD TRUCKING

Welcome to Joe Rud Trucking.

Joe Rud Trucking Inc is licensed to carry non-hazmat rated materials from the general freight, metal: sheets, coils, rolls, machinery, large objects, and refrigerated food cargo categories. At the time of its last MCS-150 filing, Joe Rud Trucking Inc covered 2.5 million miles, which is among the most miles covered by any transportation service.

Clearly, this business is categorized as a transportation and trucking company, which includes trucking and rigging, nothing about agriculture. What starts as a repair shop and salvage yard, a big truck bone yard, can quickly become a staging area for semi-trucks and refrigeration trucks that are running all night. Again, the potential for increased, unwanted large truck / semi-trucks traffic is overwhelming.

Who would want a salvage yard constructed next to their property? Have you considered the dramatic decrease in the personal property value that surrounds this dump? I am very concerned about this. I can tell you under no uncertain terms, I do not want this next to my property!

Concerned homeowner,

Daniel Paul Klug
11730 State 44
Caledonia, MN 55921
PHONE: 507-458-0758

Martin Herrick

From: Joseph Welch <joewelcheq@aol.com>
Sent: Monday, February 14, 2022 4:05 PM
To: Martin Herrick
Cc: Greg Myhre; Joseph Welch
Subject: Rud Helke Conditional use permit please advise of receipt

***** HOUSTON COUNTY SECURITY NOTICE *****

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I am very opposed to this for many reason.

- 1) When I purchased my property at 11807 State Highway 44 I was told by Houston County Zoning that no business other than a home based business could operate in an agricultural zone. Being assured the area would stay as it was, I then changed my plans of moving my business to 11807 State Highway 44 to building my home there.
- 2) In a conversation I have had with Craig Helke prior to the purchase of their property in Caledonia Township he told me they were looking for a place to have a truck salvage yard. They would also have to have the body shop on the highway to get insurance company referrals. To do this they were looking to find a place in the country and to get zoning changed they would "just say they are working on farm trucks" to qualify as agricultural. I have received a text from someone unknown to me. They questioned why there is nothing on their current web about farm equipment repair. I will be glade to share the text message.
- 3) This will make more traffic on an already very busy highway and put heavy semi type trucks year round on a gravel road.
- 4) The area we live in has great natural resources. Clean air, water and great beauty. Having a business with trucks and equipment along the highway for sale and repair will detract from the area and bring potential hazards to our highways. Changing the lives of all the surrounding residents.
- 5) I have talked to many of my neighbors and there are concerns about theft problems. From what we I have been told H&R has had parts stolen off their salvage trucks. My home has been burglarized. We are afraid this may get worse as it becomes a new draw for theft.
- 6) One of our neighbors has concern of rodents in the equipment sitting out. Another has concerns about weeds and the overall blemish of the area.
- 7) Reduced land and home values for current residents.

There is a long list of reasons this does not belong in the area proposed. The neighbors I have talked with are not in favor of it being there and have many worries and concerns. From an environmental, visual and safety standpoint it does not fit in.

Joe Welch
Joe Welch Equipment
820 Industry Rd Caledonia, MN 55921
Ph: 507-724-3183
www.joewelcheq.com

Martin Herrick

From: Joseph Welch <joewelcheq@aol.com>
Sent: Wednesday, February 16, 2022 8:32 AM
To: Martin Herrick
Subject: Re: Rud Helke Conditional use permit please advise of receipt

*** HOUSTON COUNTY SECURITY NOTICE ***

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Good morning. Could I get a copy of their permit application packet if I stop up today? Thank you Joe

Joe Welch
Joe Welch Equipment
820 Industry Rd Caledonia, MN 55921
Ph: 507-724-3183
www.joewelcheq.com

-----Original Message-----

From: Martin Herrick <Martin.Herrick@co.houston.mn.us>
To: Joseph Welch <joewelcheq@aol.com>
Cc: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Sent: Tue, Feb 15, 2022 11:42 am
Subject: RE: Rud Helke Conditional use permit please advise of receipt

Joe

Your comment was received thank you.

Marty Herrick ,
Environmental Services Director
Houston County, Mn
304 S. Marshall St., Room 209
Caledonia, Mn 55921

From: Joseph Welch <joewelcheq@aol.com>
Sent: Monday, February 14, 2022 4:05 PM
To: Martin Herrick <Martin.Herrick@co.houston.mn.us>
Cc: Greg Myhre <Greg.Myhre@co.houston.mn.us>; Joseph Welch <joewelcheq@aol.com>
Subject: Rud Helke Conditional use permit please advise of receipt

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Joe Welch
Joe Welch Equipment
820 Industry Rd Caledonia, MN 55921
Ph: 507-724-3183
www.joewelcheq.com



Rud/Helke CUP

Questions I've been asked/Talked About

How will this affect property values

Will there be sales on this site

Will there be Screening/Fencing

Will old Parts/Junk be piled up

Will there be Signage

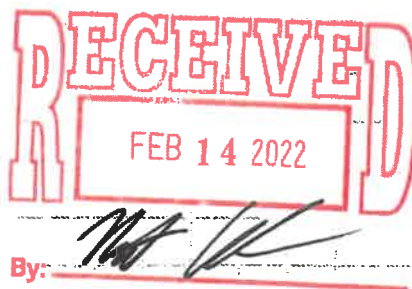
Will there be Lighting of the Lot

Are the Old well and septic being used or New

Will the Lot be Surfaced or Gravel

Will Twp road chip seal be maintained
by Rud/Helke or is it a 1 time improvement

How many employees will work there





February 15, 2022

Dear Members of the Houston County Planning Commission:

I am writing regarding the conditional use permit application submitted on February 1, 2022 by Joe Rud and Craig Helke for an agricultural related business in Caledonia Township. As a Supervisor for Caledonia Township I have received several phone calls with concerns regarding this application.

Concerns are as follows:

- 1) Neighbors are concerned that machinery saved for parts will be sitting around outdoors, creating an eyesore.
- 2) The building is tentatively going to be 250' x 175' with cement next to the building on 2 sides. Are there any plans for control of runoff water? The Township has received complaints in the past regarding excess runoff into the Crooked Creek Watershed that this will drain into.
- 3) Will the 13 acre parcel next to the building site be seeded down so that weeds will be controlled? It was not in 2021.
- 4) Are the applicants planning on moving their business to this area or is this an expansion of their present business?
- 5) Are any parts of the 6 acre parcel or the 13 acre parcel to be zoned commercial since at present the proposed building appears to be built on both of the 2 parcels. At present neither are zoned commercial.
- 6) Will there be controls in place for collection of used oils, lubricants and other hazardous materials to prevent soil contamination?
- 7) At present there is an exit onto Highway 44. What will be done with this entrance/exit?

Thank you for considering these concerns.

A handwritten signature in blue ink that reads "Donise Becker".

Donise Becker,
Caledonia Township Supervisor

2/14/2022

OVER THE ROAD TRUCKING

Welcome to Joe Rud Trucking.

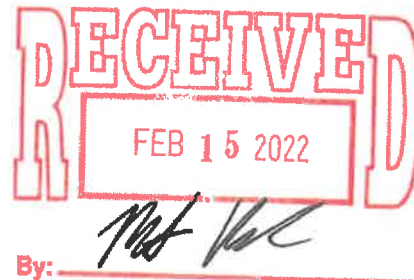
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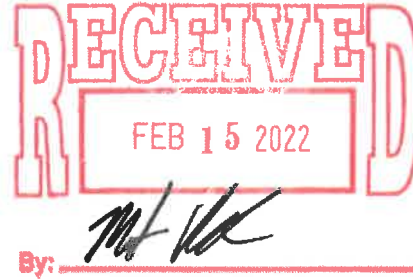
Daniel Paul Klug
11730 State 44
Caledonia, MN 55921
PHONE: 507-458-0758



HAND DELIVERED
2/14/2022

February 14, 2022

Martin Herrick
Zoning Administration
Environmental Service Department
304 South Marshall St
Caledonia, MN 55921



RE: Conditional Use Permit – 03.0128.000 & 03.0128.002

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CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Joseph Rud and Craig Helke DATE: March 24, 2022

C.U.P. REQUESTED: To operate and agriculture oriented business in an Agricultural Protection District.

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

FINDINGS OF FACT

(SA= Staff Analysis)

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

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

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

Staff Analysis: When the requirements are met, a conditional use permit provides a mechanism for establishing an Agricultural orientated business in an agricultural protection district that conforms to Houston County's Land Use Plan.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		"I would kind of piggy back on what Rich said there too and I keep coming back to this 'but not limited to' thing in here too, also. And, it a it's something that we're, we need to look at is what is actually agricultural related. And, I do think that this is that and I agree with it."
Greg Myhre	X		
Rich Schild	X		"I think our County Land Use plan is trying to enable agriculture to survive and flourish and I think these guys are kind of a collateral complementary part of that."
James Wieser	X		

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

Staff Analysis: The applicant proposes to repair agricultural equipment, including repair of machinery, semi-trucks and trailers used for agricultural purposes, which is a legitimate need.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		"Having visited their shop, everything I saw was ag related and it was obvious that they need more room."
James Wieser	X		Agree it's a legitimate need.

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

Staff Analysis: With adequate surface water control and a properly constructed and operated SSTs for managing septage the water quality will not be compromised.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		“And, I think the conditions kind of approach this too, but if we could encourage to put in rain water gardens and stuff like that, something like that might be an excellent use here.”
Greg Myhre	X		
Rich Schild	X		SSTS is state mandated.
James Wieser	X		

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

Staff Analysis: The proposed high percentage of impermeable surfaces and structures will require adequate surface water management, including construction, operation, possible treatment, energy dissipation and infiltration to reduce surface water runoff.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		They'll have to have a Stormwater Pollution Prevention Plan from the MPCA.
James Wieser	X		

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

Staff Analysis: The soil bearing capacity is adequate for the proposed structure. The soils can be compacted and graded for the proposed roadways. Additional surface water management features can be incorporated to enhance the site's infiltration capability.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		Agree with SA.
Ed Hammell	X		Agree with SA.
Greg Myhre	X		
Rich Schild	X		Agree with SA.
James Wieser	X		

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

Staff Analysis: While an erosion control plan in HCZO Section 24 is required the primary pollution from sediment loading will be addressed in the MPCA permitting requirements because greater than 1 acre is being disturbed. The facility is proposing that all activities will be performed indoors including management of solvents, degreasers, fuels and lubricants. Additionally, new construction materials and methods have substantially improved energy efficiencies and waste minimizations.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		

Greg Myhre	X	
Rich Schild	X	Agree with SA and conditions also take care of this.
James Wieser	X	Highlight the fact that MPCA permit is required.

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

Staff Analysis: The proximity to existing structures and the City of Caledonia likely lends itself to accessing gas, electrical and other utilities. Adequate frontage exists with gentle slopes allowing access to Angus Drive.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		
James Wieser	X		

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

Staff Analysis: There is adequate space for off street parking and vehicle loading.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		The site is pretty large.
James Wieser	X		

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

Staff Analysis: Substantially larger site distances, transition zones, upgraded subbase and other features are needed for truck traffic. Traffic from the proposed facility will have to egress from Angus Drive. A 3/04/2022 E-mail from MNDOT to Amelia Meiners noted that access from HWY 44 will likely not be granted. Based on the proposed number of vehicles transitioning from the facility the site has enough area to prevent traffic hazards.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		Agree with SA.
Greg Myhre	X		
Rich Schild	X		Highlight that MN DOT was contacted.
James Wieser	X		

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

Staff Analysis: While the proposed hours of operation and activities are typical of a commercial site. The area is an agricultural protection district and commercial activities are similar in nature. Screening, vegetation, exterior lighting and other activities can be implemented to substantially reduce the viewshed of the building to the local residences.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		“You know, I’ve drove that location from all four different directions and that build is gonna be huge and it is gonna be an eyesore especially for the two closest neighbors. That’s what where I kept thinking if you could keep it in Caledonia it would make a lot more sense. You know, but if they do the vegetation and that, that would help. But, it probably should be some higher trees and stuff cause; and Mr. Welch’s view is gonna be terrible and so is Mr. Klug’s, you know. I’ll say yes too though.”
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		“I think that some of the conditions have taken care of this. Also, while I know that people might be upset with it initially I think that in a few weeks like everything they’ll get used to the (inaudible) building.”
James Wieser	X		

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

Staff Analysis: The proposed use for the parcel meets the intent of Houston County’s Land Use Plan.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		“Yes, and I have to, I really want to highlight that it does meet the County Land Use Plan and that’s mostly what we’re interested in here.”
James Wieser	X		

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

Staff Analysis: The applicant proposes to perform all work indoors and the roadways will be maintained to prevent fugitive dust. The lighting will be directed down and the signage will be minimal. As noted in the Staff Analysis for Finding No.10 screening and vegetation blocking the viewshed toward the residences will substantially reduce the disturbance to neighbors.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		Agreed with SA.
James Wieser	X		

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

Staff Analysis: NA

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

Staff Analysis: The intensity of the of the proposed commercial activity in an agricultural protection district, isn't substantially different when consideration is given to the larger buildings being constructed for agricultural purposes. The proposed traffic and daily activities are not substantially more than seasonal farm activities.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		"I agree with this analysis and especially the part, a lot of dairy farms now a days, are getting bigger, and bigger and bigger buildings. I don't think this is any different."
James Wieser	X		

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

Staff Analysis: With SSTs, the site erosion plan, the applicable MPCA requirements, conditions for screening and other possible conditions listed below, the proposal will be protective of human health and the environment.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		"I think the recommendations have done as much as we possibly can."
James Wieser	X		

Jim Wieser made a motion to accept the findings as presented. Rich Schild seconded. Roll call vote was taken. All were in favor. Motion Carried.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		
James Wieser	X		

Larry Hafner made a motion to approve the conditions previously discussed. Rich Schild seconded. Roll call vote was taken. All were in favor. Motion Carried.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		
James Wieser	X		

Larry Hafner made the motion to recommend the Houston County Board approve the Conditional Use application to operate an agriculture oriented business in an Agricultural Protection District with the conditions previously discussed:

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

HCZO Section 29.12 Subdivision 6 (1). No person may store or keep any vehicle of a type requiring a license to operate on the public highway; but without a current license, attached hereto, whether the vehicle be dismantled or not, outside of an enclosed building in the residential or agricultural district.

HCZO Section 29.13 Subdivision 1. Where any business or industrial use (structure, parking or storage) is adjacent to property zoned for residential use, that business or industry shall provide screening along the boundary of the residential property. Screening shall also be provided where a business, parking lot or industry is across the street from a residential zone but not on the side of a business or industry considered to be the front.

HCZO Section 30.4 Subdivision 7. In General Business and Highway Business Districts and in Limited and General Business Districts, parking areas and access drives shall be covered with a dust-free all-weather surface with proper surface drainage, as required by the County Engineer. The operator of the principal building or use shall maintain parking and loading areas, access drives and yard areas well-kept.

HCZO Section 30.4 Subdivision 8. Lighting shall be reflected away from the public right of way and nearby or adjacent Residence Districts

2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. An operations plan shall be submitted to the Houston County Environmental Services Office for approval prior to or in concert with the building permit application. The plan shall address the following items:
 - Demolition and razing existing of buildings including any MPCA requirements and disposal at the La Crosse County Landfill,
 - The building elevations including the maximum elevation, with side elevations and exterior signage and lighting,
 - Any associated new exterior structures either attached to the building or on the premises, such as make up air units, dust collectors, fuel tanks, loading ramps, gantry cranes etc.

- Stormwater Pollution Prevention Plan (SWPP) from the MPCA addressing surface water management plan with proposed site contouring and structures to dissipate energy and promote infiltration, and sediment capture and erosion controls
 - Site screening, vegetation and fencing with a plot plan showing location,
 - HCZO 30.3 Subd. 2. Shall be used to calculate the required number of parking spaces, where applicable.
 - HCZO 30.4 Subd 1. Shall be used to develop a parking lot site plan, where applicable.
 - Traffic management plan and haul routes including vehicle types, transition zones, and a road base cross section and methods to control fugitive dust.
4. Permittee shall supply customer transactions records annually to the Environmental Services Department to ensure that primary activities are agricultural.

Jim Wieser seconded. Roll call vote was taken. All were in favor. Motion carried.

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Josh Gran	X		
Wayne Feldmeier	X		
Larry Hafner	X		
Ed Hammell	X		
Greg Myhre	X		
Rich Schild	X		
James Wieser	X		

Houston County Agenda Request Form

Date Submitted: 28-Mar-22 Board Date: April 5, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway department solicited quotes for its annual liquid chloride used in dust control on our gravel roadways. Approximately 21,975 gallons are for the County and 35,025 are for Cities, Townships and others.

Board approval needed to award the low quote for Liquid Chloride from Envirotech Services Inc. We received a total of 2 quotes.

Attachments/Documentation for the Board's Review:

Summary of Quotes for Liquid Chloride attached.

Reminder: Unit prices are not public until after the award.

Justification:

This is a budgeted maintenance item.

Action Requested:

Accept the lowest quote from Envirotech Services Inc.

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

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

Houston County Agenda Request Form

Date Submitted: March 31, 2022 Board Date: April 5, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid CP 2022-05 for pavement marking from Sir Lines-A-Lot LLC in the amount of \$102,655.41. We received a total of 3 bids.

Attachments/Documentation for the Board's Review:

Abstract for CP 2022-05

Reminder: Unit prices are not public until after the award.

Justification:

This is part of our regular maintenance program. This is a budget maintenance item.

Action Requested:

Board approval needed to accept the low bid from Sir Lines-A-Lot, LLC.

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

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

Houston County Agenda Request Form

Date Submitted: March 28, 2022 Board Date: April 5, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2022-06 Seal Coat from Scott Construction, Inc in the amount of \$346,141.05. We received a total of 2 bids.

The highway portion is \$338,867.85 and the Wildcat portion is \$7,273.20.

Attachments/Documentation for the Board's Review:

Abstract for CP 2022-06 Seal Coat

Reminder: Unit prices are not public until after the award.

Justification:

This is part of our annual maintenance program and is part of the budget.

Action Requested:

Board approval needed to accept the bid from Scott Construction Inc.

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

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

Houston County Agenda Request Form

Date Submitted: March 24, 2022 Board Date: April 5, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2022-01 Shouldering from Bruening Rock Products in the amount of \$297,493.81. Consider overrunning quantity by 20%

Attachments/Documentation for the Board's Review:

Abstract for CP 2022-01 Shouldering

Reminder: Unit prices are not public until after the award.

Justification:

This is part of our annual maintenance to shoulder roads and is a budgeted item for 2022.

Action Requested:

Board approval needed to accept the bid from Bruening Rock Products.

Board approval needed to overrun quantity.

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

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

Houston County Agenda Request Form

Date Submitted: March 30, 2022 Board Date: April 5, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Out of the 7.93 acres of land recently acquired adjacent to the airport, 1.08 acres are within an existing CRP contract. The County has two options for this area: 1. Take over the contract and maintain the vegetation in accordance with the contract requirements until 9-30-2027. -or- 2. Buy out the CRP contract for approximately \$1,275.29 plus accruing interest. The CRP buyout will be eligible for reimbursement of 90% from federal aviation funds. The county is ineligible for any CRP payments.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Select from 2 options and approve resolution to Authorize the Board Chairman and County Auditor signatures is necessary to execute the USDA-FSA required documents.

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

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

RESOLUTION NO. 22-24

**AUTHORIZATION TO EXECUTE SIGNATURE
FOR
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
AND THE FARM SERVICE AGENCY (FSA)**

WHEREAS, MN Statute 375.13 states that the county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair's duties. If the chair or vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk

BE IT RESOLVED by the County of Houston that the County Board Chairperson and County Auditor are authorized to execute all documents required by the Farm Service Agency in regards to the newly acquired parcel id 03.0397.001.

*******CERTIFICATION*******

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated April 5, 2022.

WITNESS my hand and seal of my office the 5th of April 2022.

(SEAL)

Donna Trehus, County Auditor

**HOUSTON COUNTY
AGENDA REQUEST FORM
Meeting Date, 2021**

Date Submitted: 3/31/2022

By: County Surveyor, Eric Schmitt

Reviewed by:

_____ HR Director	_____ County Sheriff	_____
_____ Finance Director	_____ County Engineer	_____
_____ IS Director	_____ PHHS	_____
_____ County Attorney	_____ Other (indicate dept)	_____ Surveyor
_____ Environmental Svcs		

Recommendation:

In order to provide direction with issues relating to our County addressing system and the implementation of Houston County Ordinance 7, I recommend that an Addressing Committee be formed in order to address unique issues that arise with our address system. I'd recommend that two Commissioners be named as well as interested and involved staff members.

Additionally, Ordinance 7 operates by utilizing an Addressing Official, previously the E911 Coordinator. In order to allow for a responsible administration of this ordinance, I recommend that an existing employee be named to fulfil this role. I am willing to take this role.

Attached is Ordinance 7 for review.

Decision:

ORDINANCE - RURAL ADDRESSING ORDINANCE

HOUSTON COUNTY, MINNESOTA

Adopted 4/13/99

AN ORDINANCE PROVIDING FOR AN ORDERLY AND SYSTEMATIC RURAL ADDRESSING SYSTEM INCLUDING NAMES AND NUMBERS FOR ALL PUBLIC ROADWAYS IN UNINCORPORATED AREAS AND A SYSTEMATIC PROPERTY IDENTIFICATION AND PARCEL NUMBERING SYSTEM.

PART I INTRODUCTION

1-1 PURPOSE. This Ordinance provides for official roadway names or numbers for all public roads in unincorporated areas of Houston County, Minnesota, and provides for an orderly house numbering and street address system based upon an established Beginning Point and a minimum interval, in feet, to be used hereafter to assign house numbers and street addresses. This system is intended to be used for U.S. Postal delivery and to be used as an emergency locator system and for other uses such as by utilities and the general public.

1-2 DEFINITIONS. For use in this Ordinance, the following terms or words shall be interpreted or defined as follows:

1. "Addressing Maps" shall mean the maps used by the office coordinating the street address system in Houston County to record addresses as they are assigned and to show all the official road names or numbers.
2. "Building" shall mean any structure used or intended for supporting or sheltering any commercial use or occupancy.
3. "Commissioners" shall mean the duly elected Board of Commissioners for Houston County.
4. "Person" shall mean any individual, firm, corporation, unincorporated association, or other entity.
5. "Addressing Official" shall mean the Houston County Official designated or appointed by the Commissioners to administer the content of this Ordinance. For the purpose of this Ordinance, the Addressing Official shall be the County E-9-1-1 Coordinator in conjunction with the Commissioners.

6. "Subdivision" shall mean the division of a tract of land into separate lots or parcels for the purpose of transfer of ownership or building development.

1-3 Through 1-10 Reserved.

PART 2 GENERAL PROVISIONS

The roadway address systems to be used and set forth in an addressing map or maps of Houston County, Minnesota are as listed in this section. Any conflict between this Ordinance and an address map of Houston County, Minnesota shall be settled in the favor of this Ordinance.

1-11 ORIGINATION. A beginning point for origination of roadway address assignments is established at the intersection of the following base lines: north base line shall be assumed to be the northernmost line of Houston County. The eastern base line shall be Range 3 West.

1-12 ADDRESS INTERVAL. Parcel address numbers shall be assigned at an approximate interval of one-one thousandth of a mile (5.28 ft. for a standard mile). Even number addresses shall be on the west side of the north-south "Roads", and on the north side of east-west "Drives", with the odd numbers being the reverse of this.

1-13 EXTENT OF SYSTEM. The roadway address system shall extend over the entire unincorporated area of Houston County. Any incorporated area, upon presentation of a resolution from the governing body to the Commissioners and a copy to the Addressing Official, may also be included in this roadway addressing system.

1-14 ROADWAY NAMES AND MAP. All public roadways in the unincorporated area will be assigned a name, which will be combined with the parcel number to make up the complete address of a building or land parcel. All roadway names assigned in the future to existing or new roadways shall be assigned by the Commissioners after public hearing, and said names shall be added to the County's official addressing map or maps. Roadways having a predominantly north-south orientation will have the suffix "Road" which will be preceded by the assigned roadway name; and all roadways having a predominantly east-west orientation will have the suffix "Drive" which will be preceded by the assigned roadway name. All state and county highways will retain their given highway number and not be given any other name. The extent of each named roadway shall be as shown on the addressing base maps. Privately-owned roadways that are named for addressing purposes and use by the County's enhanced 9-1 -1 emergency telephone system will have the suffix "Lane".

Final roadway names will be assigned only after a map of roadway names has been prepared under direction of the Commissioners and a public hearing has been conducted thereon, and said names and map have been adopted by the Commissioners thereafter. Commencing on the effective date

of this ordinance, a ten-day period is available for any person to recommend that any adopted roadway name be replaced by a different name provided that a minimum of sixty percent of the owners of record of all properties fronting on the roadway recommended for a different name indicate their approval in writing of the recommended different roadway name. Any such different name shall meet U.S. Postal Service standards including that it will not duplicate in sound or spelling any other adopted roadway name in the unincorporated area of the County. The Commissioners retain the authority to approve or disapprove any such different name recommended to replace an adopted name.

1-15 CONTINUATION OF LA CRESCENT TOWNSHIP PROPERTY ADDRESSING SYSTEM. All road names and house numbers currently in use in La Crescent Township will remain after adoption of this ordinance. Any new roads shall have names that comply with the road name standards of this ordinance. New address numbers will be assigned by La Crescent Township according to the grid system currently in use. All new addresses will then be reported to the addressing official.

1-16 EXTENSION OF CITY PROPERTY ADDRESSING SYSTEMS. The property addressing systems, including street name extensions, of the Cities of La Crescent, Caledonia, Houston, Hokah, and Spring Grove are authorized to be extended beyond their city limits according to the requests adopted by the City Councils of said Cities and forwarded to the Commissioners and recorded in the records of the County Recorder.

1-17 PUBLIC ROADWAY NAME SIGNS. The adopted name of each Road, Drive, and Lane shall be posted on a sign post at each intersection within the County.

1-17.1 Standards - The standards for design, size, color, placement and erection of roadway signs shall be in conformance with the current MMUTCD and the Minnesota Department of Transportation Traffic Engineering Manual.

1-17.2 Maintenance - The maintenance, repair, replacement and the erection of new roadway signs shall be the responsibility of the townships in coordination with the County Highway Department and the Minnesota Department of Transportation.

1-17.3 New Signs - The County E-9-1-1 Board will be responsible for the coordination of purchasing, with the townships being responsible for purchasing and erecting the roadway name signs for new intersections, including the intersections of new private roadways (Lanes) with a public roadway.

The Developer of a private roadway shall be responsible for paying the purchase and installation cost of all such signs at the intersection of one private roadway with another private roadway, such as the roadway network within a housing subdivision. In such cases, the townships shall make the initial purchase of such signs and shall install them in coordination with the owner of the private roadway and bill said owner for this purchase and installation costs. Should the roadway owner not pay such charges within ninety (90)

days of the date of the bill, then such charges shall be assessed onto the property taxes of the land containing such roadway intersection or intersections.

1-17.4 Names for New Roadways - The Commissioners shall be responsible for naming any new public roads in the unincorporated area of the County. Such new names shall be established by ordinance and recorded. The Commissioners shall consult with the County Addressing Official on new road names to avoid duplications with any existing roadway name in the unincorporated areas of the County. The names for new private roadways serving or intending to serve three or more addressable uses shall be selected by the owner of such private roadways, in coordination with the County Addressing Official, to avoid duplication with any other roadway name in the unincorporated area of the County.

Where a new private or public roadway is built as, and functions as an extension of an existing named roadway, then the new roadway shall take the name of the existing roadway for E-9-1 -1 addressing and intersection signing purposes.

1-17.5 Exclusions - Private roadways that do not require names or intersection name signs include individual private driveways off a public roadway serving or intending to serve two (2) or fewer addressable uses. If such a private driveway is converted or extended in the future to serve three (3) or more addressable uses then such driveway shall be required to be named, with intersection signs and with all new and pre-existing properties fronting on such roadway having their address calculated off said roadway.

1-17.6 Coordination with Cities - The County Addressing Official shall contact the City Council for their input and approval for any proposed new roadway names on any public or private roadways within two thousand six hundred and forty-feet (2640 ft) of the closest city limits boundary of any incorporated city in Houston County.

1-17.7 Any person who destroys or deface any roadway name sign erected pursuant to this ordinance is guilty of a petty misdemeanor and upon conviction shall be fined not more than two hundred dollars. Each day such violation continues shall constitute a separate offense.

1-18 ROADWAY DEVELOPMENT STANDARD. This section provides minimum standards for the development of roadways. Consistent with the purposes of the Houston County Rural Addressing Ordinance and in furtherance of the health, safety and general welfare of county residents and property, the specific purpose of these standards is to provide for the logical extension of this addressing system for new Roads, Drives and Lanes, and to provide for safe and quick ingress and egress by vehicles responding to E-9-1 -1 emergencies on the roadways which are part of the E-9-1 -1 addressing system and identified with E-9-1 -1 intersection signs.

1-18.1 Roadway Width - The minimum traveled width of any part of a Road, Drive or Lane serving one or more addressed uses, constructed or re-constructed after the effective

date of this ordinance, shall be twenty-two (22) feet. The minimum right-of-way width shall be sixty-six (66) feet.

1-18.2 Turn-a-round - Every dead end Road, Drive or Lane serving one or more addressed uses and constructed or re-constructed after the effective date of this ordinance shall have a temporary or permanent turnaround intended for the use of emergency vehicles. Such turnaround shall have a minimum diameter of eighty (80) feet, unless natural or man-made obstacles limit the size to a smaller diameter.

1-18.3 Administration and Enforcement of Standards - The County Addressing Official shall be responsible for the administration of the standards of this section. This official may consult with persons with technical or professional development expertise for the discharge of these responsibilities. Nominal expenses for such consultations can be incurred by the addressing official. Prolonged consultation shall be approved by the Commissioners. The Addressing Official shall consult with developers and roadway owners, where necessary, to achieve compliance with this section.

Any plat of land submitted to the Commissioners for action shall be referred first to the County Addressing Official for review and recommendation regarding compliance with relevant provisions of this section before being acted on by the Commissioners. No plat of land requiring approval of the Commissioners shall be approved if it is in violation of the requirements of the Rural Addressing Ordinance. Where strict compliance with the standards of this section is not possible due to conditions beyond the control of the developer, land owners, and County Board, then a variance from such standards may be granted by the Commissioners with conditions attached if judged necessary by the Commissioners to comply with the purposes and objectives of this ordinance.

1-19 RESIDENTIAL MARKERS. Residential marker signs shall be posted for each residence in rural Houston County.

1-19.1 Residential marker signs shall include house number signs.

1-19.2 The standards for design, size, color, placement, erection and maintenance shall be determined by the E-9-1 -1 Board in conformance with the current MMUTCD.

1-19.3 The townships shall be responsible for the installation of residential marker signs for all residences outside the incorporated cities within Houston County.

1- 19.4 Placement of residential marker signs shall include, but is not limited to the following areas in the unincorporated areas of Houston County: permanent and seasonal residences

Additional sign locations shall be determined at the discretion of the E-9-1-1 Coordinator

and the E-9-1 -1 Board.

1-1 9.5 All signs shall remain the property of the townships.

1-19.6 Maintenance, repair, and replacement of residential marker signs shall be the responsibility of the townships. Residents are required to notify the Township Board in the event a sign is damaged, stolen or otherwise missing.

1-19.7 Each person constructing a new residence or any other such structure requiring a residential marker sign shall be responsible for contacting the E-9-1-1 Coordinator to obtain a new residential marker sign. Installation of new residential markers signs shall be the responsibility of the townships.

1-19.8 Any person who destroys or deface any residential marker sign erected pursuant to this ordinance is guilty of a petty misdemeanor and upon conviction shall be fined not more than two hundred dollars. Each day such violation continues shall constitute a separate offense.

1-19.9 No individual or entity may alter, remove or move any residential marker sign without written permission from the E-9-1 -1 Board.

1-19.10 All residential marker signs must be clearly visible from the roadway. Residents shall keep their residential marker signs clear from obstruction.

1-20 reserved.

PART 3 ADMINISTRATION

1-21 IMPLEMENTATION OF SYSTEM The Commissioners hereby direct the Addressing Official to:

1-21.1 Verify the accuracy of the location of buildings or properties that shall be used in the assignment of addresses.

1-21.2 Make all necessary corrections and updates to addressing maps, including names for public roads and house numbers for existing buildings.

1-21.3 Compile and print a reference map showing all the roadway names approved by the Commissioners, in a size no larger than required to show the above detail and yet suitable for general use.

1-21.4 Notify all county offices, the post offices, providers of emergency services, and similar offices in adjoining counties that provide overlap services into Houston County, of the availability of these maps.

1-21.5 Coordinate all new address assignments with the U.S. Postal System.

1-22 NEW STRUCTURES. Every person erecting a principal building on a parcel shall be given an address number as a part of the zoning permit application.

1-23 MAINTENANCE OF STREET ADDRESS SYSTEM. The Addressing Official shall be responsible for the continued maintenance of this street address system in Houston County. Duties shall include assignment of all new addresses, updating addressing base maps, updating the reference map(s) that are available to the public, and other duties necessary to insure the effectiveness of the system.

1-24 SEVERABILITY CLAUSE. If any section, provisions, or part of this Ordinance shall be adjudged invalid or unconstitutional. such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1-25 VIOLATIONS AND PENALTIES. Any person, firm or corporation who shall violate or fail to comply with the provisions of this ordinance shall be guilty of a petty misdemeanor and upon conviction shall be fined not more than two hundred dollars. Each day such violation continues shall constitute a separate offense.

1-26 Through 1-30 Reserved.