

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 10, 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 Pugleasa, Interim Recorder Mary Betz, Zoning Administrator Amelia Meiners, Environmental Services Director Martin Herrick, Emergency Management Director Mark Olson, Engineer Brian Pogodziski, Human Resources Director Theresa Arrick-Kruger, Surveyor Eric Schmitt, Consolidated Energy Company Vice President Joel Reinhart, and ALM Holding Company Vice President Tony Tomashek

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Wagner said one item had been requested to be added to the consent agenda: Approve computer purchases in the amount of \$17,263.50 (an already budgeted item). Motion was made by Commissioner Severson, seconded by Commissioner Burns, motion unanimously carried to approve the agenda with the changes.

Motion was made by Commissioner Burns, seconded by Commissioner Walter, motion unanimously carried to approve the meeting minutes from May 3, 2022.

Public Comment: No public comments were made.

APPOINTMENTS

None.

CONSENT AGENDA

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Rehire Eliana Babinski as a 67 temporary employee to assist in the 2022 elections -attend mandatory trainings and perform work directly related to elections.
- 2) Approve \$10,527 for wide format plotter and scanner out of Recorder Technology Fund to replace failed equipment.
- 3) Approve purchase in the amount of \$17,263.50 for computers (an already budgeted item).

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a CUP for Justin Mark to have a single family dwelling on less than 40 acres in an agricultural district in Houston Township. The approval was contingent on several conditions including that the applicant agree to clean up site restoration of the proposed dwelling prior to the submittal of a building application to the County Zoning Office.

File No. 2 – Commissioner Burns moved, Commissioner Walter seconded, motion unanimously carried to approve a CUP for Michael Rogich and Amanda Bennett to convert a commercial building into a single family dwelling and storage units in a general business district in Caledonia Township.

File No. 3 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve a CUP for Midwest Industrial Fuels DBA Consolidated Energy Company to operate a liquid propane storage facility in the agricultural district in Spring Grove Township.

File No. 4 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve an Emergency Management Performance Grant (EMPG) contract agreement and Resolution No. 22-26 authorizing Mark Olson, Houston County Emergency Management Director to sign and execute the agreement and thereby assume for and on behalf of Houston County all the contractual obligations contained therein.

Resolution No. 22-26

WHEREAS, the Emergency Management Performance Grant (EMPG) Program is provided by the Federal Emergency Management Agency (FEMA) and administered by the State of Minnesota through the Department of Public Safety, Homeland Security and Emergency Management; and

WHEREAS, Houston County fully agrees to the terms of the Emergency Management Performance Grant contract and with the passage of this resolution, officially requests Homeland Security and Emergency Management to enforce the contract in accordance with the applicable rules and regulations.

THEREFORE, BE IT RESOLVED, that Houston County enter into a Grant Agreement with Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Emergency Management Performance Grant Program.

BE IT FURTHER RESOLVED, that Mark Olson, Emergency Management Director of Houston County, is hereby authorized to sign and execute the agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.

File No. 5 – Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve quotes for 2023 Aerial Imagery Flights. This included 6” aerial photos, a subscription to Pictometry Connect and the possibility for Reveal 3D textured mesh in the future. The amount would be \$77,620 paid over three years. Commissioners asked Surveyor Schmitt if there was a possibility an amount had been agreed on with the company previously. The approval was made with the condition that a prior amount had not been agreed upon.

File No. 6 – Prior to approving the agreement Commissioners discussed with Human Resources Director Kruger and County Engineer Pogodzinski a contract with Collaborative Design Group for construction documents, bidding, and administration of the Historic Courthouse roof replacement. Kruger said the documents would be simplified now that the County was not perusing a historic grant for the project, and some historical language would not be required. Commissioner Johnson asked if having the engineering firm develop construction documents was necessary and asked if it would deter local contractors from bidding on the roof project. Pogodzinski and Kruger recommended approving the agreement. Severson moved, Commissioner Walter seconded, motion carried 4 to 1 to approve the Collaborative Design Group contract for the construction documents, bidding, and construction administration of the Historic Courthouse roof replacement in the amount of \$10,070. Commissioner Johnson voted no.

File No. 7 – Commissioners briefly discussed American Rescue Plan Act (ARPA) dollars. Finance Director Lapham said the next payment would be coming in the summer of 2022. No further allocations were made at the meeting.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including an AMC Legislative Update Meeting, Community Services Meeting, Veteran’s Services Meeting, Land Use, and EDA meeting.

Commissioners Severson and Johnson shared that Keep Company Co-Working Space was officially open in La Crescent, MN. Regular hours would be from 9 a.m. to 4 p.m. Monday – Thursday. The space was available to use as a shared workspace for businesses and community organizations.

Commissioner Johnson said that Environmental Services Director Herrick was currently working with County Attorney Jandt on an official contract with YKDA for the Comprehensive Land Use Plan.

Commissioner Burns shared that he had received a quote of \$1,000 for the possible appraisal of some land adjacent to the Historic Courthouse parking lot that could potentially be purchased from the landowner in the future for the parking lot. It was the general consensus of the Commissioners to have Commissioner Burns first discuss with the property owner what they might want for a purchase price rather than moving forward with the appraisal at that time.

Closing Public Comment: None.

Commissioner Serverson moved, Commissioner Myhre seconded, motion unanimously carried to adjourned the meeting at 10:19 a.m. The next meeting would be a workgroup session on May 17, 2022.

BOARD OF COUNTY COMMISSIONERS
HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 17, 2022

9:00a.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, Finance Director Carol Lapham, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Health and Human Services Director John Pugleasa, Engineer Brian Pogodzinski, Human Resources Director Theresa Arrick-Kruger, Financial Assistance Supervisor Karen Kohlmeyer, Social Services Supervisor Bethany Moen, and Accounting Supervisor Heidi Hankins

Board Workgroup Session

Call to order.

Health and Human Services Director Pugleasa told the board that in the coming months Public Health and Human Services would be discussing the work each unit in the department does at workgroup sessions. Financial Assistance Supervisor Karen Kohlmeyer began the discussion by presenting on the economic assistance division. She said the economic assistance unit was the combination of financial assistance, child support, and the first point of contact. Financial assistance included healthcare programs, medical assistance, Medicare savings programs, supplemental nutrition assistance programs, and cash assistance. Each program had different eligibility requirements. Kohlmeyer said the goal of the unit was to assist families and individuals in the community to become more self-sufficient.

Commissioners discussed with Engineer Pogodzinski and Human Resources Director Kruger plans for an upcoming meeting with the City of Caledonia regarding updating the west parking lot near the Historic Courthouse.

Kruger told the board that the deadline was approaching for department heads to return their self-evaluations prior to the board evaluating each of them. Once the evaluations had been turned into HR they could begin to set up the department head reviews.

Commissioners discussed a request for the County Commissioners to potentially pass a resolution regarding the creation of a Northern Grain Belt Port Statistical Area. Pogodzinski updated the Commissioners on what other counties that may potentially join the port area were

considering. It was the general consensus to invite someone from the group making the request to present at the next regular meeting.

The meeting was ended at 10:41 a.m.

BOARD OF COUNTY COMMISSIONERS

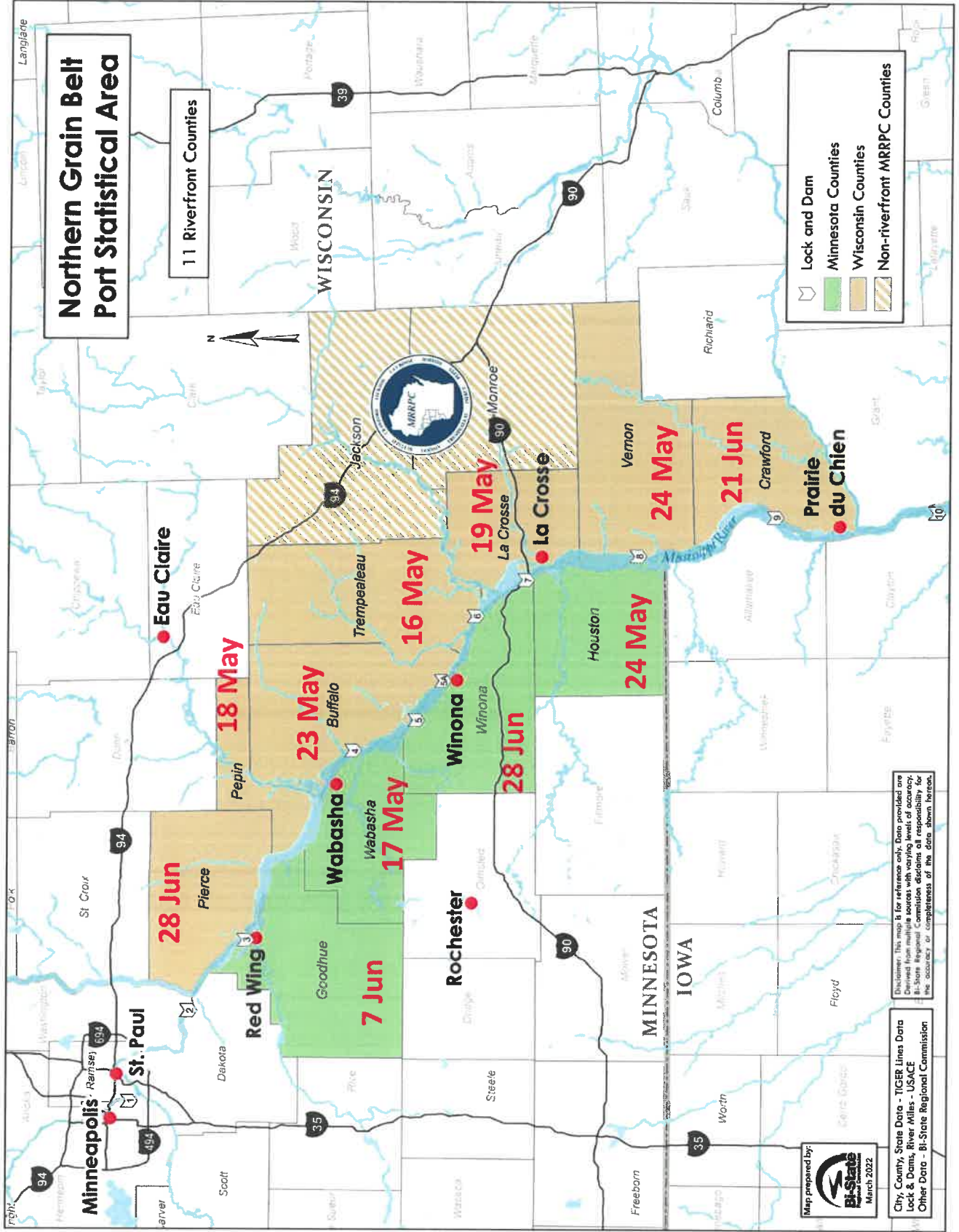
HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

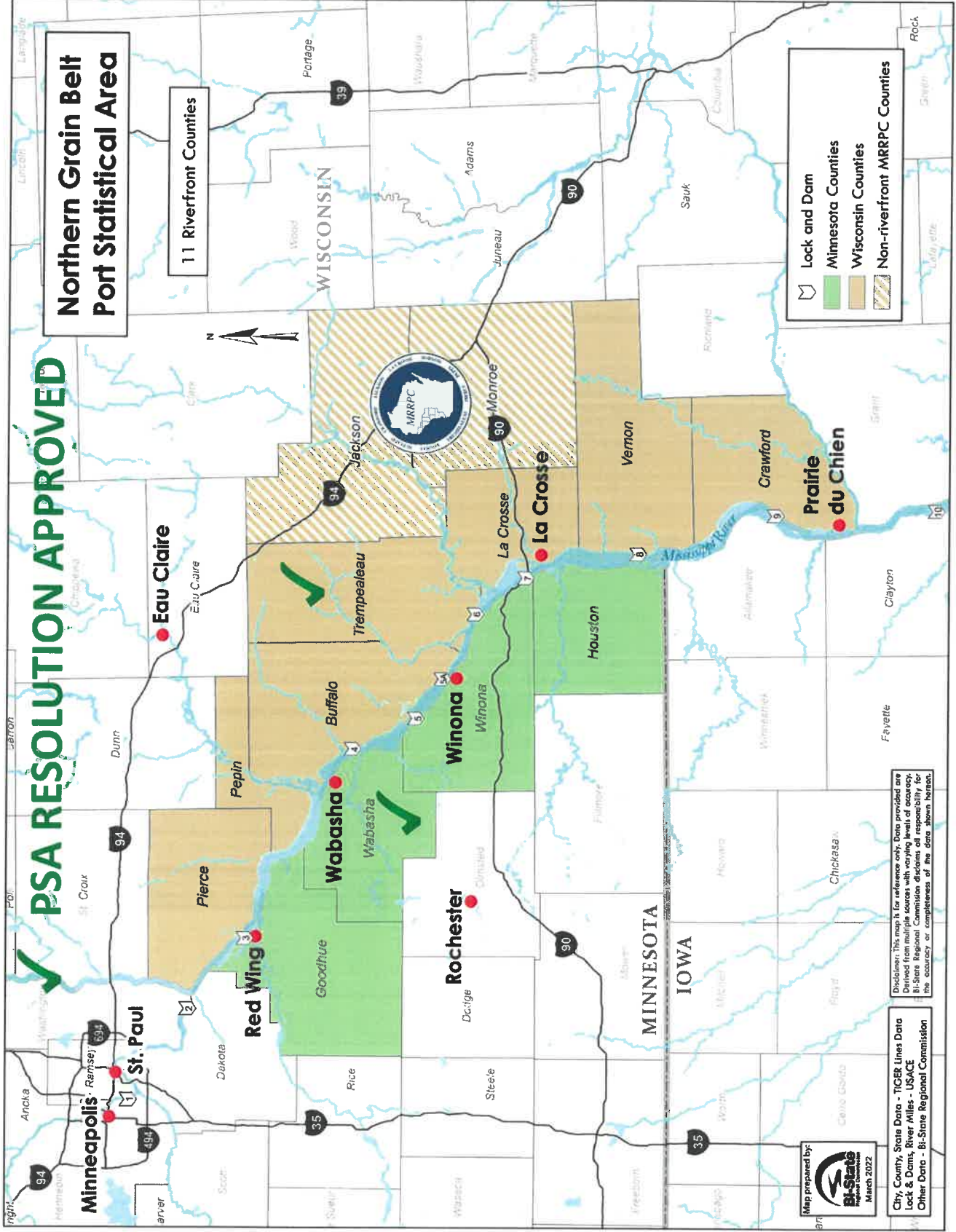
As of 16 May 2022

NEXT BOARD MEETING



As of 16 May 2022

Approved Resolution



Proposed Northern Grain Belt Port Statistical Area

(Encompassing 11 Counties in Wisconsin and Minnesota adjacent to the Mississippi River)

What is a Port Statistical Area (PSA)?

A port statistical area (PSA) can be defined as a geographical region on the coast or on a segment of waterway with a concentration of port infrastructure and/or barge terminals at its core and has close ties with nearby multi-modal transportation facilities. Linear port statistical areas, such as the upper Mississippi, have been established in other areas of the country.

- PSAs are neither legally incorporated as a city or town nor are they legal administrative divisions like counties or separate government entities.
- Many PSAs have no single municipality holding a substantially dominant position and many include several counties.
- PSAs are defined by the Waterborne Commerce Statistical Center (WCSC).
- PSAs do not impact current or future port commissions, authorities or districts, and are only used by federal government agencies for statistical reporting purposes.
- PSAs do not have taxing or bonding authority.
- The main purpose of a PSA is to accurately report and capture transportation data.

Why is the Northern Grain Belt PSA is being proposed?

The only Principal U.S. Inland Port on the Upper Mississippi (Marine Highway 35) north of Locks and Dam 10 is the St. Paul Port Authority, MN. The impact of no other federally recognized ports north of Locks and Dam 10 is that all the tonnage in the eleven-county bi-state (Minnesota and Wisconsin) area is not reported or attributed to a federally recognized port. The oversight under-represents the economic value (value of waterborne commerce) generated by the bi-state area above Locks and Dam 10 on the Mississippi River. The oversight also reduces opportunities for direct and indirect investment into the region's multi-modal transportation infrastructure and natural infrastructure.

Once the Northern Grain Belt PSA is established, it is anticipated to be a top 100 inland port (based on tonnage handled). This federal recognition of the Northern Grain Belt PSA will better represent the economic value generated by the bi-state region.

What are the benefits of being designated a Port Statistical Area?

Benefits of being designated a Port Statistical Area include:

- Statistically represent the region as a federally recognized multi-modal port.
- Inform regional multi-modal transportation planning efforts.
- Support regional marketing and economic development efforts.
- Raise the area's profile to improve regional, national, and global visibility and competitiveness.
- Create a regional multi-modal transportation infrastructure identity.
- Support sustainability planning efforts.
- Serve the bi-state area and all communities (disadvantaged and economically distressed) as an economic development tool within the region.

Additionally:

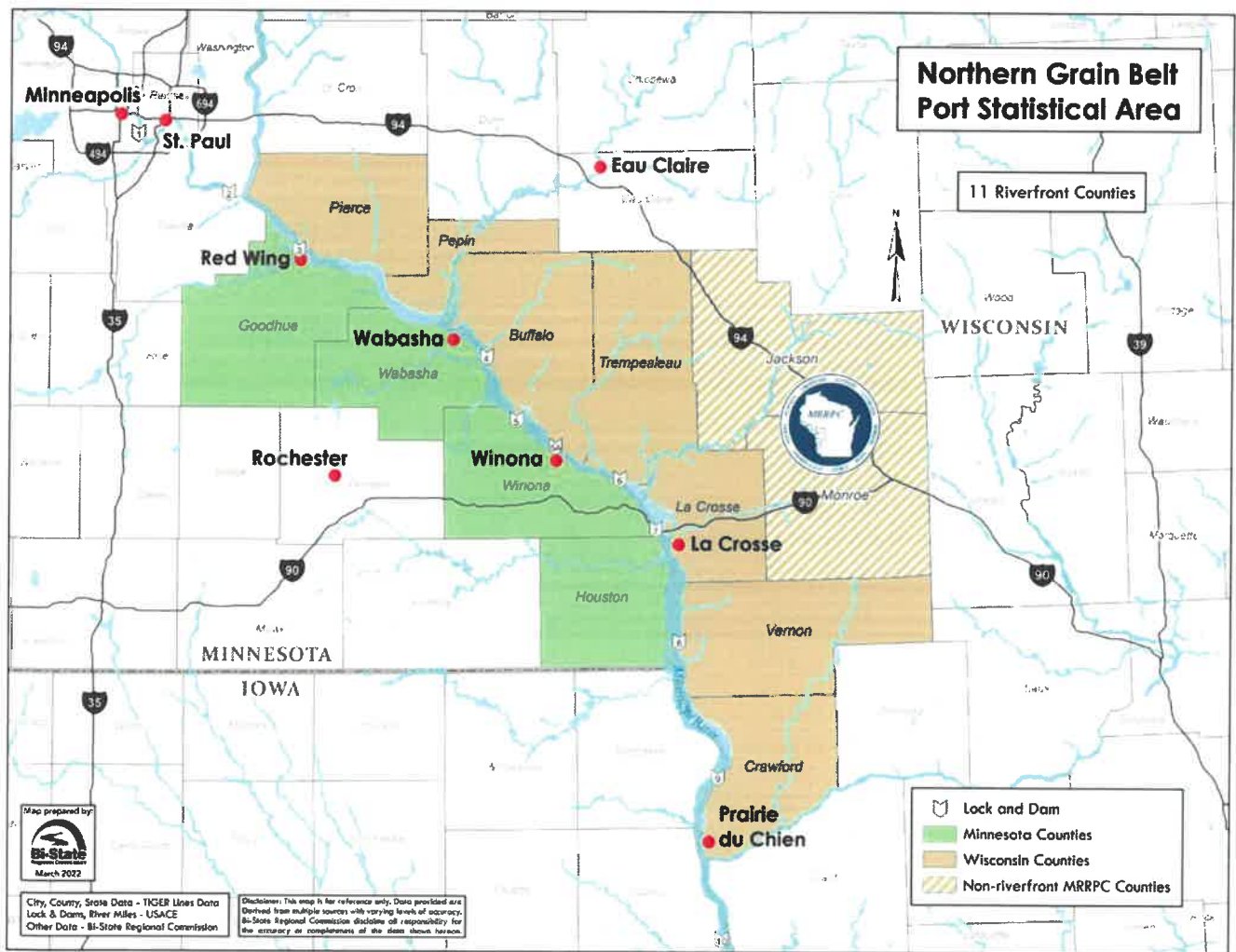
- The State of Wisconsin and Minnesota (DOTs) recognize and have expressed support for the Northern Grain Belt PSA.
- The designation does not preclude or prevent other county economic, development or transportation arrangements and agreements.
- Port Statistical Areas have been designated in counties adjacent to the Mississippi River in Iowa, Illinois, Kentucky, Missouri, and Ohio.

What is the process to become a Port Statistical Area?

To be considered for designation of a PSA, an application must be submitted to the U.S. Waterborne Commerce Statistical Center by a non-federal sponsor. The Mississippi River Regional Planning Commission (regional planning organization for nine counties in western Wisconsin) has agreed to be the non-federal agency (lead agency) to apply for PSA designation. The Mississippi River Regional Planning Commission will coordinate support of counties and ports within the proposed boundaries of the Northern Grain Belt Port Statistical Area. At a minimum, the application is required to include resolutions of support from the eleven counties within the proposed Northern Grain Belt PSA. Additional letters of support or resolutions from ports, agencies and local governments is welcomed.

What is being requested of counties in the effort to be designated the Northern Grain Belt Port Statistical Area?

The only request of counties is the adoption of a resolution in support of creating the Northern Grain Belt Port Statistical Area. There is no financial support or commitment required from counties. Adopting a supporting resolution does not obligate the county to future financial obligations regarding the Northern Grain Belt PSA. A county resolution template is attached.



For information on the proposed Northern Grain Belt PSA please contact:

Bob Gollnik, Senior Planner | Mississippi River Regional Planning Commission
bob@mrrpc.com | 612.720.1852

Houston County Resolution

Resolution:

A resolution of the Houston County Board of Supervisors supporting the creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area.

WHEREAS, the collection of waterborne commerce statistics pertaining to rivers, harbors, and waterways and the compilation and publication of such data by the U.S. Army Corps of Engineers are required by federal law; and

WHEREAS, creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area more accurately reflect the regional waterborne commerce activity and increase tonnage recorded by the Waterborne Commerce Statistics Center and the U.S. Army Corps of Engineers Navigation and Civil Works Decision Support Center, ranking the Port Statistical Area among the Top 100 inland ports in the United States further supporting local economic development and regional transportation planning; and

WHEREAS, creation of the Northern Grain Belt Port Statistical Area would better differentiate the Upper Mississippi River and Great Lakes Ports data in both Wisconsin and Minnesota; and

WHEREAS, the proposed creation of the statistical boundaries will provide the opportunity for marketing and investment opportunities which could lead to job creation and economic growth for the designated port statistical area; and

NOW, THEREFORE BE IT RESOLVED that Houston County Board of Supervisors supports the port statistical boundary creation of the Northern Grain Belt Port Statistical Area between the Upper Mississippi River Confluence with the St. Croix River and the Wisconsin River to include the entire riverfront on the Upper Mississippi River. Said support extends for statistical data reporting purposes only and not to any waterways organization or further control of the Upper Mississippi River, nor does the port statistical area designation impact any existing or future public port, terminal, or economic development authorities, nor does it require commitment of any financial resources.

PASSED AND APPROVED THIS _____ DAY OF _____, _____

Chair

Attest

Northern Grain Belt Port Statistical Area

Bottom Line: The only Principal U.S. Inland Port on Upper Mississippi (Marine Highway 35) north of Locks and Dam 10 is the St. Paul Port Authority, MN. The impact is that not all tonnage reported in Minnesota and Wisconsin is attributed to a federally recognized port. That oversight under-represents the economic value (value of waterborne commerce) to the nation and the world generated by the bi-state area (Wisconsin and Minnesota) above Locks and Dam 10 on the Mississippi River (see bi-state photo centered on La Crosse, WI). It misrepresents the national supply chain. That oversight also reduces opportunities for direct and indirect investment into the region's multi-modal transportation infrastructure and natural infrastructure.



In 2022, the Northern Grain Belt (NGB) Port Statistical Area (PSA) recognition will be applied for by a non-federal sponsor. See below map. Once established, it is anticipated to be a top 100 inland port (based on tonnage handled). This federal recognition of the NGB PSA will better represent the economic value (and the value of waterborne commerce) generated by the bi-state region.

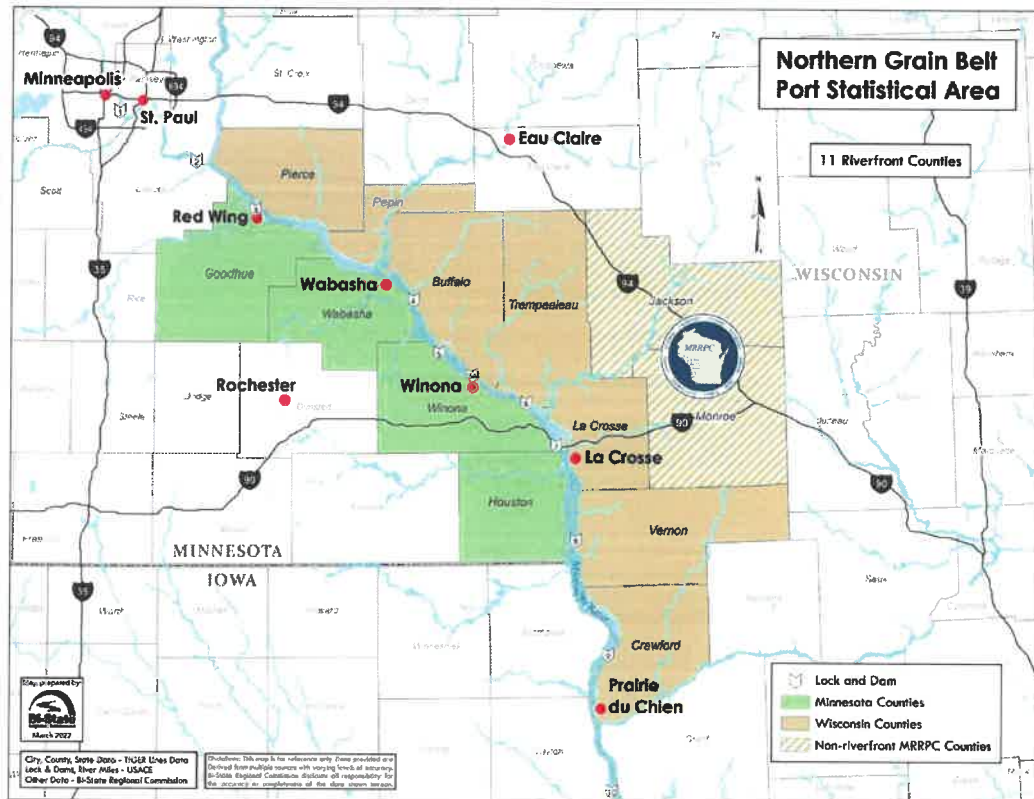
Background: Ports on the very long, narrow segments of the maritime highway system serviced by locks and dams are by their very geographic nature, extended, linear, multi-modal transportation features that are generally around 200 miles in length. They have efficiently dispersed terminals along the waterway close to where grain is grown, and agricultural products are produced. Terminals on the waterways are served by an interconnected network of roads and railways, and compliment nearby industrial and commercial users of the region's multi-modal transportation infrastructure supporting other commodities. The NGB PSA has 34 terminals throughout its region.

Comparable linear ports in the **Upper Mississippi River** Tri-State area (IL, IA, MO) are the Mid-America Port Commission (MAPC) (328.8 River Miles); IL Waterway Ports (175 River Miles); Upper Mississippi River Ports of Iowa and Illinois (221 River Miles). Comparable linear ports in the **Ohio River Basin** are the Ohio River's Ports of Cincinnati and Northern Kentucky (226.5 River Miles); the Port of Pittsburgh (200 River Miles); and the Port of Huntington, West Virginia (199 River miles).

Concept: An application will be submitted for approval to the U.S. Waterborne Commerce Statistical Center by the non-federal sponsor. It will include all 11 county resolutions agreeing to be part of the NGB PSA. This agreement is cooperative and does not preclude or prevent other county economic development / transportation arrangements and agreements. Additionally, the NGB PSA has no taxing or bonding authority.

Northern Grain Belt Port Statistical Area

Benefits: The NGB PSA will: 1) Statistically represent the region as a federally recognized multi-modal port; 2) Inform regional multi-modal transportation planning efforts; 3) Support regional marketing and economic development efforts; 4) Raise the area's profile to improve regional, national and global visibility and competitiveness; 5) Give a competitive edge to attract a wide range of public and private investment; 6) Create a regional multi-modal transportation infrastructure identity; 7) Support sustainability planning efforts; and, 8) Serve the bi-state area and all communities (disadvantaged and economically distressed) as an economic development tool within the region.



HOUSTON COUNTY

RESOLUTION _____

A resolution of and by Houston County, Minnesota supporting the creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area.

WHEREAS, the collection of waterborne commerce statistics pertaining to rivers, harbors, and waterways and the compilation and publication of such data by the U.S. Army Corps of Engineers are required by federal law; and

WHEREAS, creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area more accurately reflect the regional waterborne commerce activity and increase tonnage recorded by the Waterborne Commerce Statistics Center and the U.S. Army Corps of Engineers Navigation and Civil Works Decision Support Center, allowing for the ranking of the Port Statistical Area among the inland ports in the United States further supporting local economic development and regional transportation planning; and

WHEREAS, creation of the Northern Grain Belt Port Statistical Area would better differentiate the Upper Mississippi River and Great Lakes Ports data in both Wisconsin and Minnesota; and

WHEREAS, the proposed creation of the statistical boundaries will provide the opportunity for marketing and investment opportunities which could lead to job creation and economic growth for Houston County, Minnesota; and

NOW, THEREFORE BE IT RESOLVED that Houston County, Minnesota supports the port statistical boundary creation of the Northern Grain Belt Port Statistical Area between the Upper Mississippi River Confluence with the St. Croix River and the Wisconsin River to include the entire riverfront of Houston County on the Upper Mississippi River. Said support extends for statistical data reporting purposes only and not to any waterways organization or further control of the Upper Mississippi River, nor does the port statistical area designation impact any existing or future public port, terminal, or economic development authorities, nor does it require commitment of any county resources.

PASSED AND APPROVED THIS _____ DAY OF _____, _____

Chair

Attest



**MISSISSIPPI RIVER
REGIONAL PLANNING COMMISSION**

**1707 Main Street, Suite 435
La Crosse, WI 54601
Phone: (608) 785-9396
Fax: (608) 785-9394
Email: plan@mrrpc.com**

Website: mrrpc.com

**James Kuhn, Cashton, WI
Chairman
Margaret Baecker,
Independence, WI
Vice Chairman**

**Vicki Burke, Onalaska, WI
Secretary & Treasurer**

**Dave Bonifas, La Crosse, WI
Director**

April 20, 2022

Colonel Karl Jansen
Commander
St. Paul District
U.S. Army Corps of Engineers
180 5th St. E., Suite 700
St. Paul, MN 55101

SUBJECT: Letter of Intent to Form the Northern Grain Belt Port Statistical Area

Colonel Karl Jansen,

This Letter of Intent (LOI) is to inform you that Mississippi Riverfront counties in the bi-state (Wisconsin and Minnesota) region have expressed an interest in forming a federally recognized port statistical area within the boundaries of the area identified on the attached map.

This bi-state section of the Upper Mississippi River has been a functioning regional port system for over 100 years without federal recognition. Wisconsin is currently the only state on the Mississippi River without a federally recognized port. It is also difficult for us to easily determine what waterborne commerce activity is actually taking place in Western Wisconsin and Eastern Minnesota to support bi-state, regional economic development, and transportation planning efforts. The Northern Grain Belt Port Statistical Area initiative corrects that.

The proposed Northern Grain Belt Port Statistical Area (Wisconsin and Minnesota) will be within the 7 riverfront counties of the Mississippi River Regional Planning Commission (MRRPC) in Wisconsin, and 4 riverfront counties in Minnesota. The concept is in line with the recently created Mississippi River Ports of Eastern Iowa and Western Illinois (MRPEIWI) and the Illinois Waterway Ports and Terminals. Both were federally recognized in 2020 and 2021. The Northern Grain Belt Port Statistical Area will similarly be regional planning agency, and county based.

The Mississippi River Regional Planning Commission (MRRPC) is the regional planning organization serving Western Wisconsin. The MRRPC is a multi-service entity that delivers a variety of federal, state, and local programs. The MRRPC provides planning and technical assistance to member local governments. As such, the

Providing Planning and Economic Development Services to Improve the Environment, Economy and Quality of Life!

•Land Use Planning and Zoning Assistance •Transportation Planning •Economic Development Planning •Recreation Planning •Business Lending

•Grant Writing • Economic Data Dissemination •Assisting Local Interests in Responding to State, Federal and Private Programs •Advisory Services on Planning and Development Issues • Coordinator for Programs and Activities •Advocate on Issues Affecting the Region

MRRPC is accountable to local units of government, and is an effective partner for state and federal governments. The MRRPC directly serves seven Mississippi Riverfront Wisconsin counties: Buffalo; Crawford; La Crosse; Pepin, Pierce; Trempealeau; and Vernon. The MRRPC was organized in 1964 under Wisconsin State Statutes.

The Northern Grain Belt Port Statistical Area justification, a map of the Northern Grain Belt Port Statistical Area, and a representative county resolution are enclosed.

We request that provisional approval be granted for the Northern Grain Belt Port Statistical Area pending finalization and submission of the certificates of authority (resolutions) from riverfront counties in the bi-state region.

The Mississippi River Regional Planning Commission will serve as the bi-state, non-federal sponsor for this action on behalf of its member governments and neighboring counties. Bob Gollnik will serve as the point-of-contact for the MRRPC and can be reached at bob@mrrpc.com, or 612-720-1852. Chris Smith is our project manager for the Northern Grain Belt Port Statistical Area and can be reached at chris.smith@riversideglobal.co or (816) 853-6411.

Sincerely,



Dave Bonifas, Director
Mississippi River Regional Planning Commission
1707 Main Street, Suite 435
La Crosse, WI 54601

Enclosures:

Letter of Justification
Map of the Northern Grain Belt Port Statistical Area
Sample County Resolution

CF:

President, Mississippi River Commission
Executive Director, Upper Mississippi River Basin Association
Commander, Mississippi Valley Division, U.S. Army Corps of Engineers
Commander, Rock Island District, U.S. Army Corps of Engineers
Director, Navigation and Civil Works Decision Support Center, Institute for Water Resources (IWR)
Director, Waterborne Commerce Statistics Center, Institute for Water Resources (IWR)
Director, Railroads and Harbors Section, Wisconsin Department of Transportation
Program Manager, Ports and Waterways, Minnesota Department of Transportation
Executive Director, Bi-State Regional Commission
Executive Director, Tri-County Regional Planning Commission
Chair, Heart of Illinois Regional Port District
Chair, Mid-America Port Commission

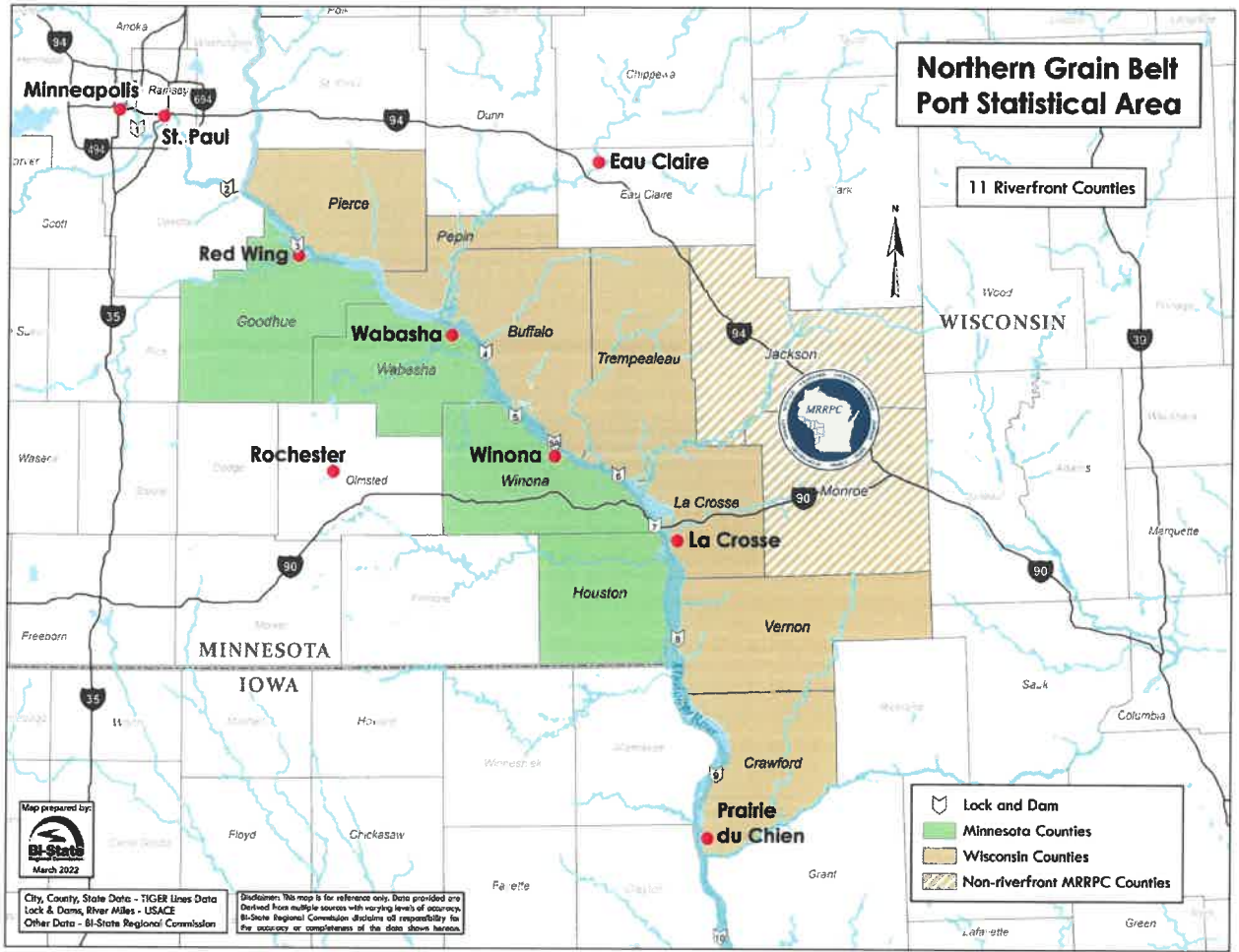
Northern Grain Belt Port Statistical Area Justification

The Ports and Terminals on the Upper Mississippi River between Wisconsin and Minnesota (Hereafter referred to as the Northern Grain Belt Port Statistical Area) are an essential part of the national and global supply chains. This nationally significant resource region has never been federally recognized as a Port Statistical Area. This undervalues the region's contribution to waterborne commerce and the national economy, and hinders informed transportation-related decision-making.

The Northern Grain Belt Port Statistical Area has been functioning for over 200 years as a port region. But it does not have the appropriate federal recognition like many other economically and commercially significant areas on the inland waterway navigation system.

The lack of the Northern Grain Belt Port Statistical Area denies the Wisconsin and Minnesota Departments of Transportation, the Mississippi River Regional Planning Commission, and individual riverfront counties in the bi-state area from getting access to tailored and packaged statistical data and information that would best support their needs in ensuring that this specific region has and maintains a nationally and globally competitive multi-modal transportation system. The existing published waterway data does not account for the significant maritime cargo movements occurring within the regional context of the Northern Grain Belt Port Statistical Area.

The creation of the Northern Grain Belt Port Statistical Area supports the U.S. Department of Transportation's 1999 MTS (Marine Transportation System) report to Congress recommendation of creating regional systems to address local concerns. Creating the Northern Grain Belt Port Statistical Area addresses this deficiency.



LA CROSSE COUNTY RESOLUTION _____

A resolution of and by La Crosse County, Wisconsin supporting the creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area.

WHEREAS, the collection of waterborne commerce statistics pertaining to rivers, harbors, and waterways and the compilation and publication of such data by the U.S. Army Corps of Engineers are required by federal law; and

WHEREAS, creation of the statistical boundaries of the Northern Grain Belt Port Statistical Area more accurately reflect the regional waterborne commerce activity and increase tonnage recorded by the Waterborne Commerce Statistics Center and the U.S. Army Corps of Engineers Navigation and Civil Works Decision Support Center, allowing for the ranking of the Port Statistical Area among the inland ports in the United States further supporting local economic development and regional transportation planning; and

WHEREAS, creation of the Northern Grain Belt Port Statistical Area would better differentiate the Upper Mississippi River and Great Lakes Ports data in both Wisconsin and Minnesota; and

WHEREAS, the proposed creation of the statistical boundaries will provide the opportunity for marketing and investment opportunities which could lead to job creation and economic growth for La Crosse County, Wisconsin; and

NOW, THEREFORE BE IT RESOLVED that La Crosse County, Wisconsin supports the port statistical boundary creation of the Northern Grain Belt Port Statistical Area between the Upper Mississippi River Confluence with the St. Croix River and the Wisconsin River to include the entire riverfront of La Crosse County on the Upper Mississippi River. Said support extends for statistical data reporting purposes only and not to any waterways organization or further control of the Upper Mississippi River, nor does the port statistical area designation impact any existing or future public port, terminal, or economic development authorities, nor does it require commitment of any county resources.

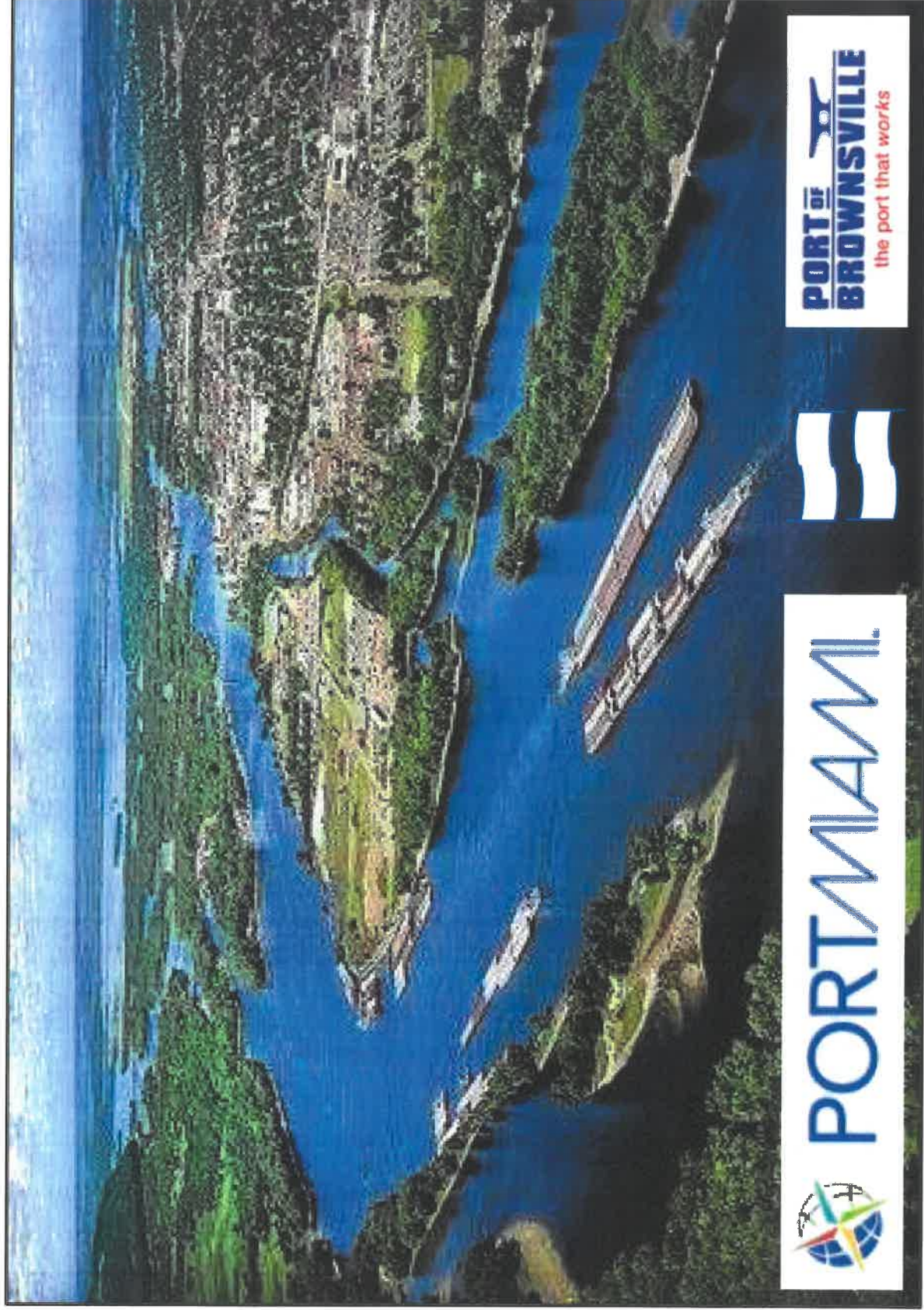
PASSED AND APPROVED THIS _____ DAY OF _____, _____

Chair

Attest

Northern Grain Belt (WI & MN)

Port Statistical Area



PORT MIAMI



PORT OF BROWNSVILLE
the port that works

Problem(s)

Not all tonnage reported in Minnesota and Wisconsin are attributed to a federally recognized port – the value of waterborne commerce is underrepresented

Difficult to easily determine what is shipped on the Great Lakes vs. the Upper Mississippi River

You can not invest in, or environmentally mitigate for a port that does not exist

Our national and global supply chain information and data is not ideally represented in the region

The Solution is Obvious

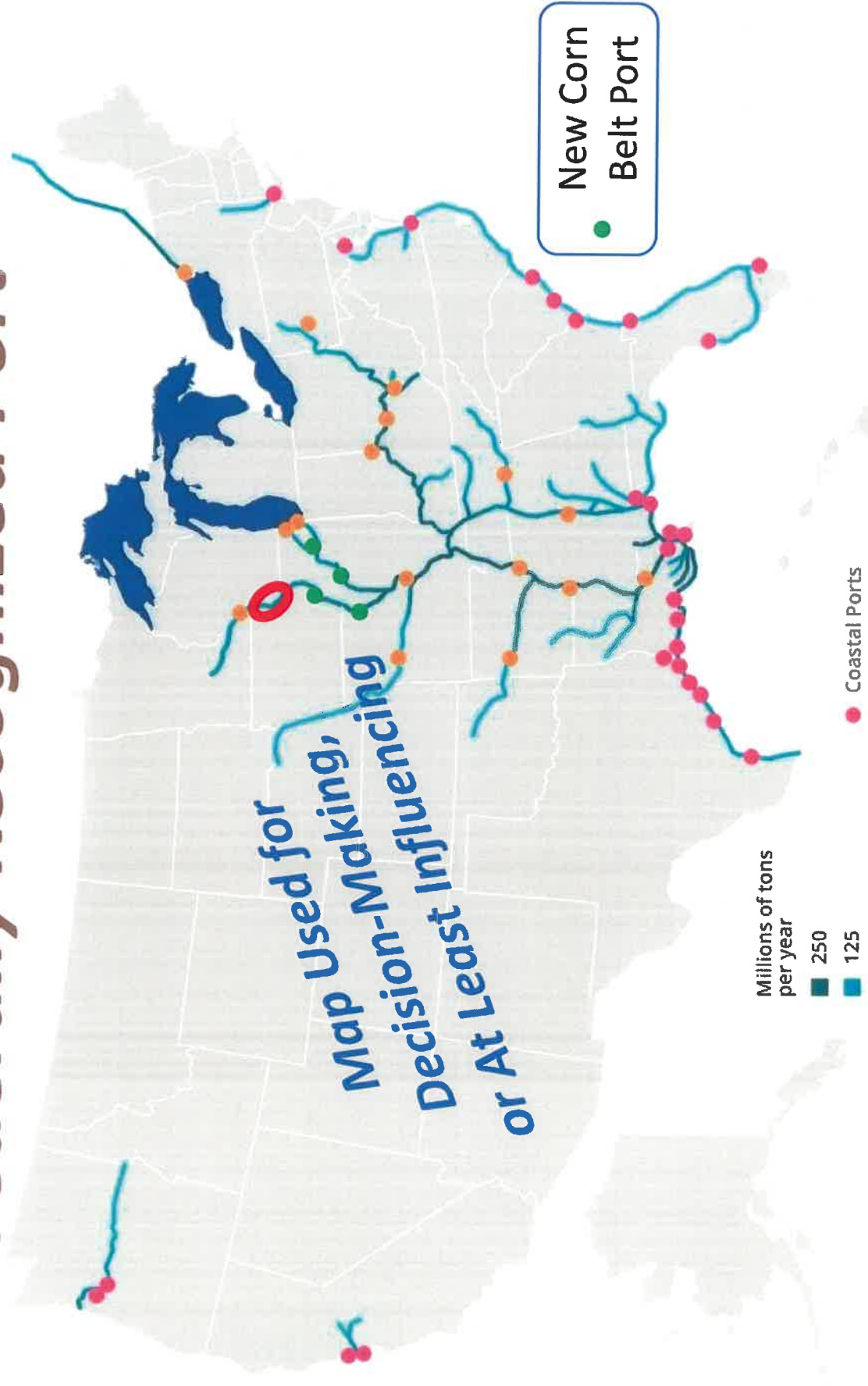
Relevant Facts

USACE Navigation and Civil Works DSC Data (Tons)							
State	2018	2019	2020	Port Location	2018	2019	2020
MN	46.39	42.84	41.67	Silver Bay (Lake)	6.2	5.6	4.3
				Two Harbors (Lake)	17.2	16.9	13.5
MN - WI				St. Paul (Inland)	5.8	5	4.8
WI	31.8	30	22.27	Duluth-Superior (Lake)	35.1	33.7	25.1
				Milwaukee (Lake)		2.8	2.8
				Green Bay (Lake)		2.3	2
Total	78.19	72.84	63.94		64.3	66.3	52.5
				Not Attributed to a Port	13.89	5.7	11.47
				National Waterways Foundation (Inland Waterways)			
State	2018			Value of Freight			
Wisconsin	3M			\$3.6 B			
Minnesota	12M			\$3.2 B			
Total	15M						
				USACE (IMTS) Total Tonnage moved through Lock and Dam			
Lock and Dam	2018	2019	2020				
10	14.6	14.6	16.8				

Ranked: #76



Wisconsin is the Only State on the Mississippi River Today without a Federally Recognized Port



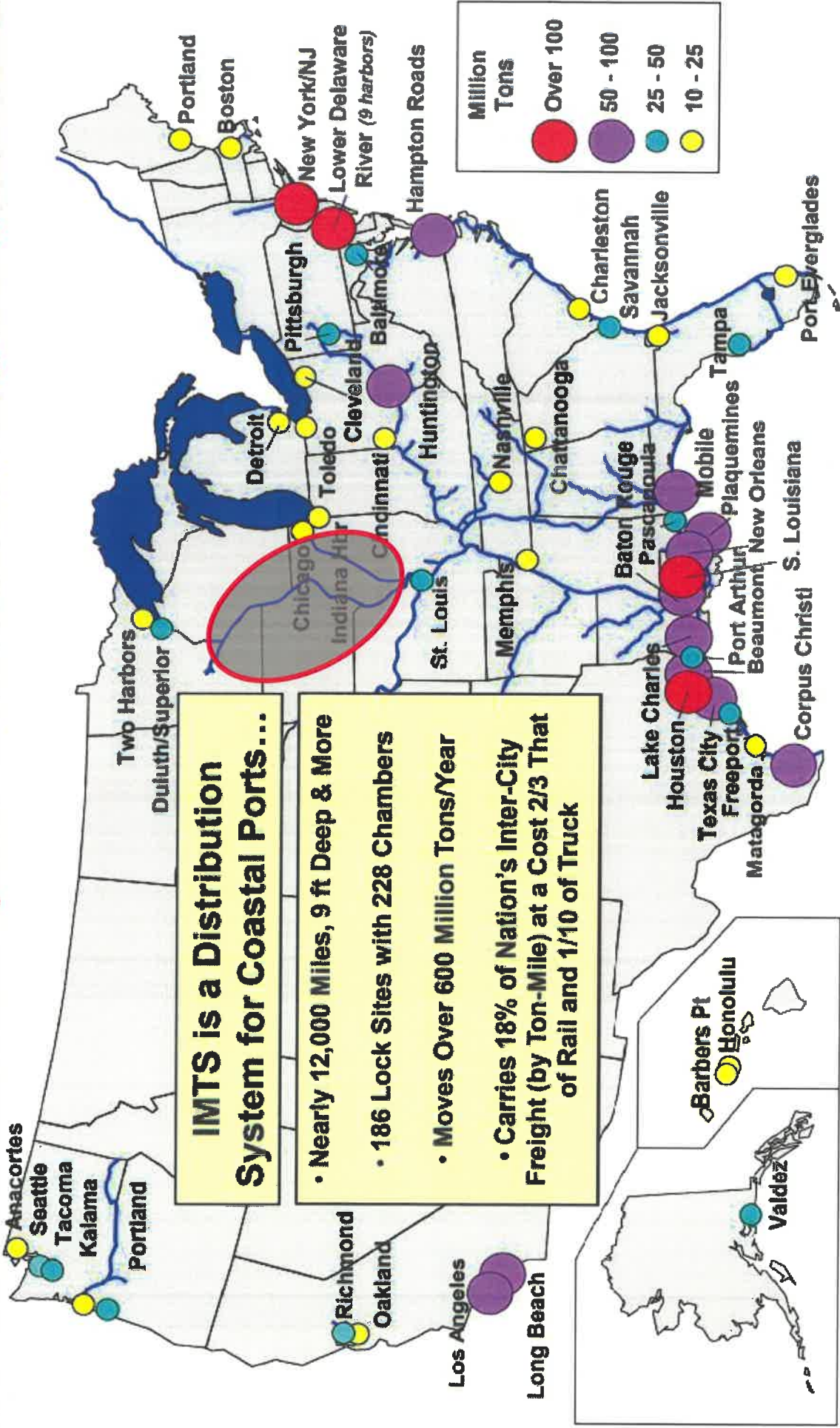


A Port Shadow Zone



The United States is a Maritime Nation

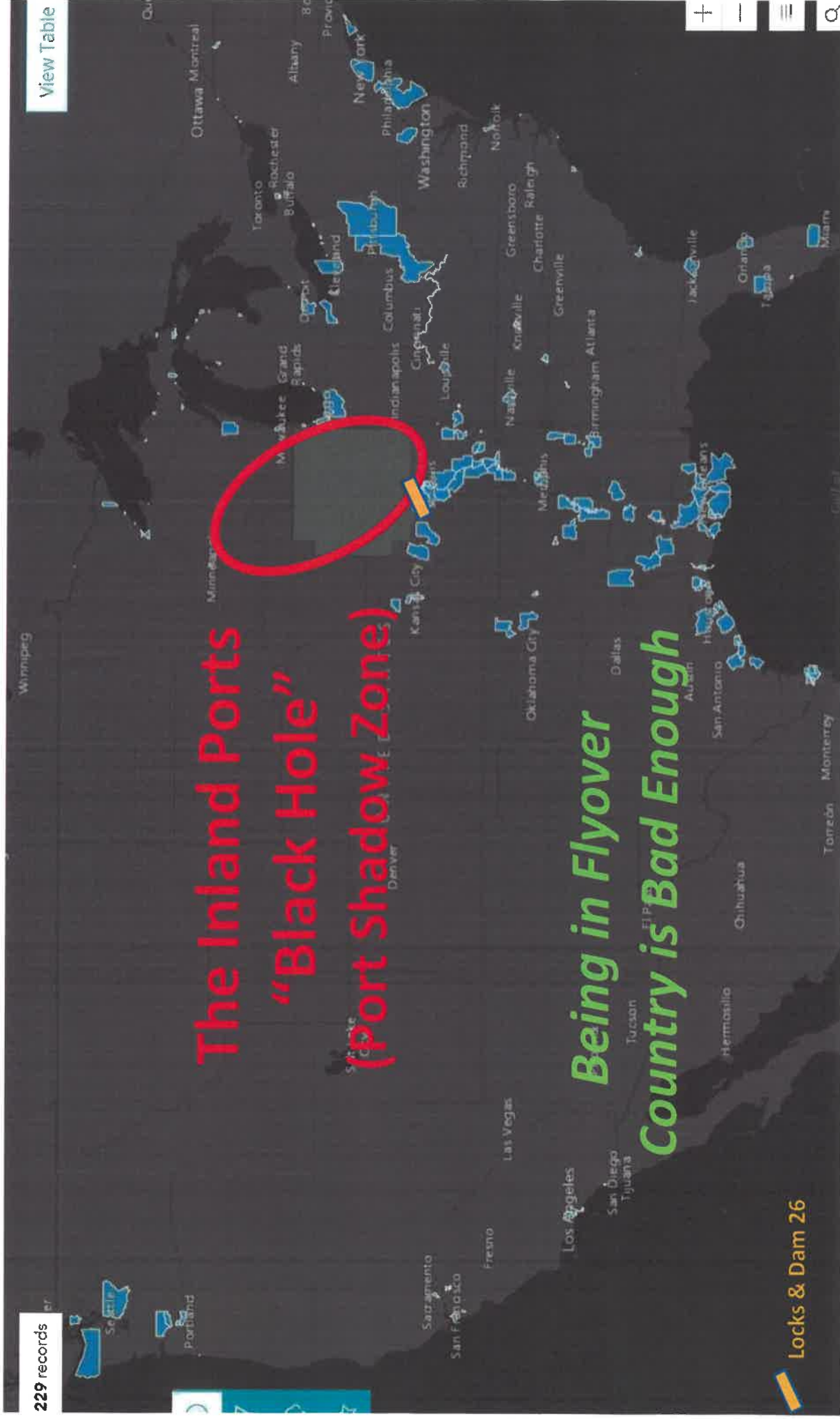
Inland Marine Transportation System + Ports: Vital to US Trade and National Security



Pre-2020 Situation

Conspicuously Absent 2019

National Ports GIS Database Map



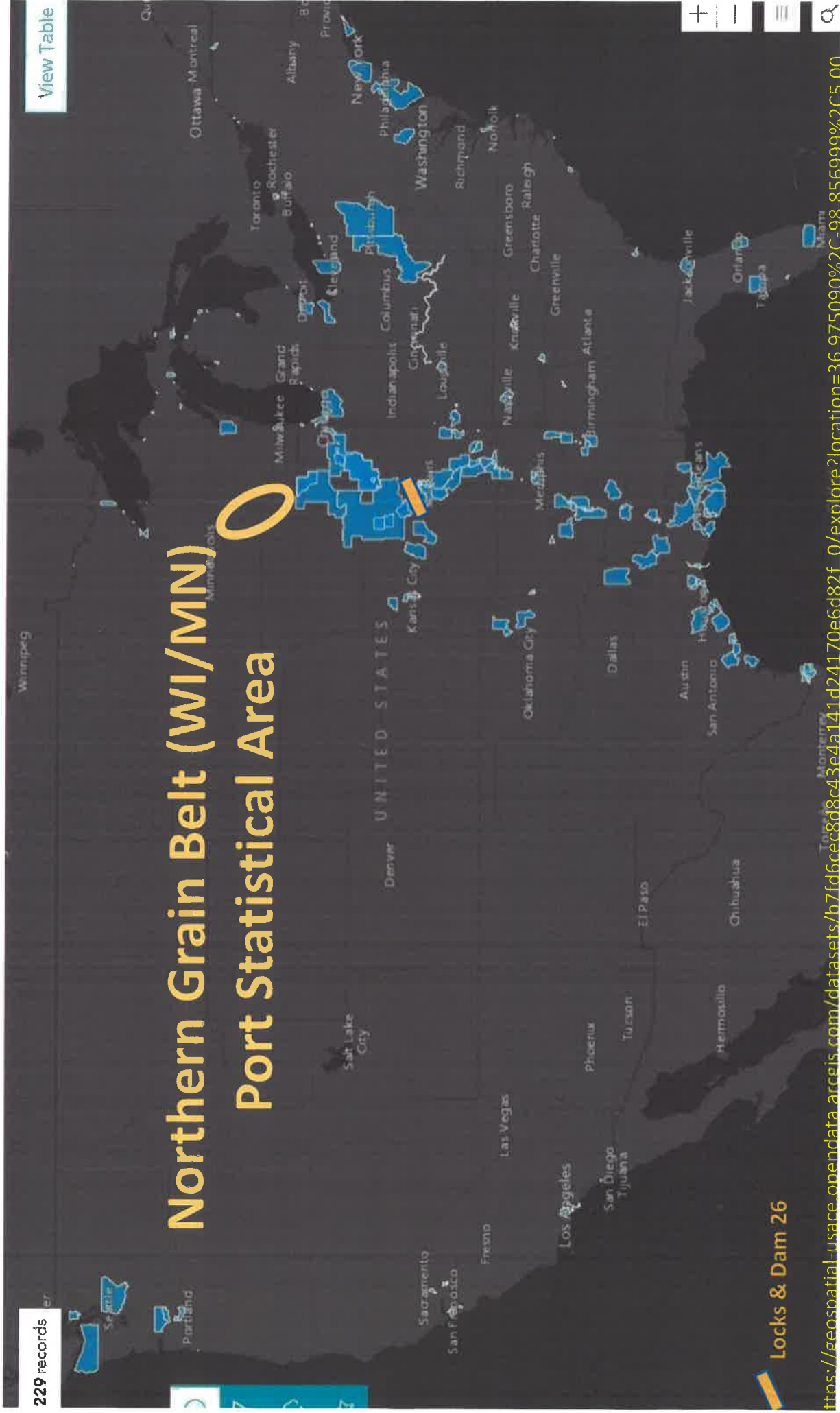
Corn Belt Ports Added 2020/21

National Ports GIS Database Map



Conspicuously Absent Today

National Ports GIS Database Map



Today's Missing Puzzle Piece



Solution / Recommendation

Create the Northern Grain Belt Port Statistical Area (WI & MN)

Non-Federal Sponsor (MRRPC) submits a letter of intent and subsequent application to form the Northern Grain Belt Port Statistical Area

Located on the Upper Mississippi River between Wisconsin and Minnesota and is roughly the equivalent of the Port of Miami, FL or Port of Brownsville, TX (Based on Tonnage).

The Non-Federal Sponsor

Mississippi River Regional Planning Commission

MRRPC COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) UPDATE

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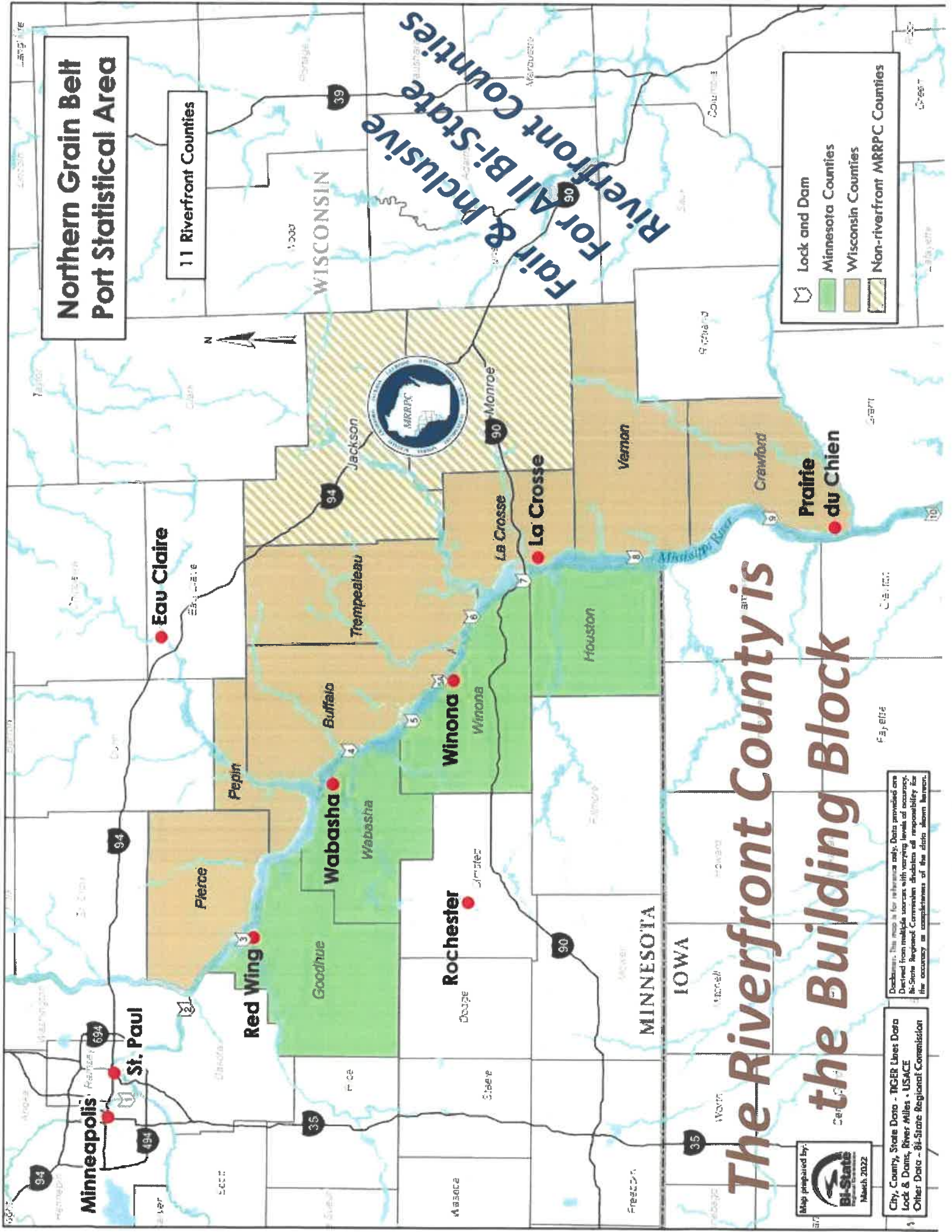
OUR COUNTIES

CONTACT

Working together to
make the Mississippi
River Region a great place
to live and work.



<https://mrrpc.com/>



**Northern Grain Belt
Port Statistical Area**

11 Riverfront Counties

**Fair & Inclusive
For All Bi-State
Riverfront Counties**

Legend:

- Lock and Dam (hatched box)
- Minnesota Counties (green box)
- Wisconsin Counties (orange box)
- Non-riverfront MRRPC Counties (yellow box)

**The Riverfront County is
the Building Block**

Disclaimer: This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. Bi-State Regional Commission disclaims all responsibility for the accuracy or completeness of the data shown herein.

City, County, State Data - TIGER Lines Data
Lock & Dams, River Miles - USACE
Other Data - Bi-State Regional Commission
Map prepared by:
Bi-State
March 2022

Leading U.S. Ports in 2020 – continued

(Millions of Short Tons and Percent Change¹ from 2019)

Rank	Type ³	Port	Domestic		Foreign		Total	
			Tons	%	Tons	%	Tons	%
51	L	Illinois International Port, IL	7.2	-13.8	1.9	12.9	9.1	-9.4
52	L	Toledo-Lucas County Port, OH ²	4.3	-21.0	4.7	26.6	9.0	-1.8
53	I	Memphis-Shelby County Port, TN	8.7	-2.6	**	0.0	8.7	-2.6
54	I	Joliet Regional Port, IL	8.6	-6.7	**	0.0	8.6	-6.7
55	C	PortMiami, FL	0.2	39.9	8.2	-5.5	8.4	-4.8
56	I	E Iowa and W Illinois, IA IL	8.4	56.6	**	0.0	8.4	56.6
57	L	Detroit-Wayne County Port, MI	5.7	-44.0	2.4	-19.5	8.2	-38.4
58	C	New Haven, CT	4.8	-17.5	3.3	-5.1	8.1	-12.9
59	I	Louisville-Jefferson Port, KY ²	8.1	-27.6	**	0.0	8.1	-27.6
60	I	Nashville, TN	7.5	8.7	**	0.0	7.5	8.7
61	C	Kalaeloa Barbers Point, HI	2.4	26.8	5.1	3.1	7.5	12.3
62	C	Greater Lafourche Port, LA	7.2	-6.4	0.2	188.7	7.4	-4.7
63	C	Port of Providence, RI	2.9	-16.9	4.5	-5.1	7.4	-10.0
64	L	Connecticut, OH	5.3	41.7	2.1	**	7.4	87.7
65	C	Anacortes, WA ²	5.7	-15.8	1.3	-31.7	7.0	-19.3
66	C	Brownsville, TX	2.8	3.2	4.0	1.6	6.8	2.3
67	C	Wilmington, NC ²	0.5	63.8	5.8	-0.8	6.3	2.6
68	L	Rogers City, MI ²	6.0	-24.1	0.1	-40.4	6.1	-24.4
69	I	Mount Vernon, IN	5.9	-36.4	**	0.0	5.9	-36.4
70	I	Kaskaskia Regional Port, IL	5.8	10.9	**	0.0	5.8	10.9
71	L	Marquette, MI	4.5	-27.5	1.2	-20.2	5.7	-26.0
72	C	Wilmington, DE	0.7	-22.5	4.8	-18.3	5.6	-18.8
73	C	Sabine Pass Port Authority, TX ²	2.2	146.8	3.4	102.7	5.5	117.8
74	I	Southeast Missouri Port, MO ²	5.1	13.4	**	0.0	5.1	13.4
75	I	Paducah-McCracken, KY	5.0	65.8	**	0.0	5.0	65.8
76	I	St. Paul Port Authority, MN	4.8	-4.8	**	0.0	4.8	-4.8
77	C	Calhoun Port Authority, TX	2.6	-13.1	2.1	-3.0	4.8	-8.8
78	C	Stockton, CA	**	-100.0	4.6	-15.3	4.6	-15.3
79	C	Alhambra Port District, NV ²	3.5	-4.0	1.1	76.7	4.6	-7.7

Ranking:

Northern

Grain Belt

PSA (WI/MN)



Est.

U.S. Waterborne Traffic by State in 2020¹ (Millions of Short Tons and Change from 2019)

Rank	State	Domestic		Foreign		Total ²	
		Tons	%	Tons	%	Tons	%
1	Texas	143.58	-5.0	464.23	3.9	607.81	1.7
2	Louisiana	245.33	-9.5	240.11	-7.4	485.44	-8.5
3	California	30.68	2.8	184.24	-12.0	214.92	-10.1
4	New Jersey	43.76	-9.7	88.11	-6.5	131.88	-7.6
5	Washington	29.61	-6.8	80.09	-0.6	109.70	-2.4
6	Florida	41.36	-11.0	48.94	-6.5	90.30	-8.6
7	Kentucky	76.73	-6.5	0.00	0.0	76.73	-6.5
8	Illinois	73.24	-3.6	1.87	12.9	75.11	-3.2
9	Ohio	57.57	-18.8	10.95	33.2	68.51	-13.4
10	Alabama	29.57	-5.3	34.41	-7.5	63.98	-6.5
11	Virginia	7.72	14.4	53.84	-12.5	61.56	-9.8
12	Indiana	50.05	-19.4	0.56	-56.2	50.61	-20.1
13	Georgia	1.28	26.3	44.72	3.4	46.00	3.9
14	Missouri	45.01	19.3	0.00	0.0	45.01	19.3
15	Maryland	7.79	-22.5	36.13	-14.6	43.91	-16.1
16	West Virginia	43.78	-16.7	0.00	0.0	43.78	-16.7
17	Pennsylvania	27.57	-27.7	16.07	-22.2	43.65	-25.8
18	Minnesota	37.82	2.0	3.85	-33.0	41.67	-2.7
19	Michigan	34.18	-23.7	6.72	-28.4	40.90	-24.5
20	Mississippi	22.03	4.8	16.40	-13.4	38.43	-3.8
21	Alaska	29.58	-6.5	6.55	9.5	36.13	-4.0
22	New York	18.51	-15.9	13.59	-23.1	32.09	-19.1
23	Tennessee	29.30	-5.2	0.00	0.0	29.30	-5.2
24	Oregon	9.81	-9.5	16.75	10.3	26.56	2.0
25	South Carolina	1.85	-9.0	23.12	2.3	24.97	1.4
26	Wisconsin	16.19	-28.0	6.07	-19.0	22.27	-25.8
27	Hawaii	13.75	-13.2	5.99	-13.7	19.73	-13.4
28	Puerto Rico	6.43	6.5	13.26	-2.6	19.69	0.2
29	Delaware	7.60	-41.0	11.20	-25.0	18.80	-32.4
30	Arkansas	16.43	5.8	0.00	0.0	16.43	5.8
31	Massachusetts	3.53	-33.9	9.99	-8.5	13.53	-16.8

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The U.S. Coastal and
Inland Navigation System

2020

Transportation
Facts &
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Navigation and Civil Works
Decision Support Center
U.S. Army Corps of Engineers

**Can Not Tell How
Much of this is
on the Upper
Mississippi River
No Upper Mississippi
River Ports Exist in
Wisconsin**

Port Statistical Area

Working Definition

- A port statistical area (PSA) is a geographical region on the coast or on a segment of waterway with a concentration of port infrastructure and/or barge terminals at its core, and has close ties with nearby multi-modal transportation facilities.
- Such regions are neither legally incorporated as a city or town would be, nor are they legal administrative divisions like counties or separate government entities; because of this, the precise definition of any given PSA can vary with the source.
- Many PSAs have no single municipality holding a substantially dominant position and many include several counties.
- PSAs are defined by the Waterborne Commerce Statistical Center (WCSC).
- PSAs do not impact current or future port commissions, authorities or districts, and are only used by federal government agencies for statistical reporting purposes.

Port Statistical Area

Why Create One?

- ❑ You can not invest in (or, environmentally mitigate for) a Port that does not exist
- ❑ Provides greater access to Federal investments
- ❑ Market transportation capabilities to ensure full utilization
- ❑ Ensures reliable access to the region's exports
- ❑ Promotes (not executes) environmentally sustainable water infrastructure development
- ❑ (Secondary) Supports Mississippi River recreation, tourism, flood risk reduction, hydropower, water supply, water quality, water safety, ecosystem, and natural infrastructure improvements

Why Now?

Infrastructure Investment and Job Act (IIJA)

- **U.S Department of Transportation**
 - Double investments in ports to help alleviate bottlenecks and increase sustainability
 - Strengthen supply chains by investing almost \$50 billion in our ports and airports on top of expanding existing programs that support freight investment across modes
- **U.S. Army Corps of Engineers (\$17 billion) to remain available until expended, including**
 - \$150 million for Investigations (\$30 million for Planning Assistance to States, \$45 million for Floodplain Management Services, \$75 million for individually authorized project studies
 - \$11.615 billion for Construction, including:
 - **\$2.5 billion for inland waterways**
 - \$200 million for water-related environmental infrastructure
 - **\$465 million for certain CAP programs, including \$115 million for fish passage and barrier removal**
 - **\$1.9 billion for ecosystem restoration**, including \$1 billion for multi-purpose projects
 - \$2.55 billion for coastal storm risk reduction, including \$1 billion for multi-purpose projects
 - \$2.5 billion for inland flood risk reduction, including \$750 million for multi-purpose projects
 - \$808 million for (Lower) Mississippi River and Tributaries
 - **\$4 billion for Operations and Maintenance**, including \$40 million for Soil Moisture and Snowpack Monitoring
 - \$160 million for the Regulatory Program
 - **\$251 million for Flood Control and Coastal Emergencies**
 - \$40 million for General Expenses

+ FY 23 Appropriations

Port Statistical Area

Additional Benefits

- Federal recognition as a port region
 - Supports:
 - ✓ Marketing
 - ✓ Economic development
 - ✓ Regional, national and global visibility and competitiveness
 - ✓ Regional identity


Port Statistical Area

Provides Access to Additional Grants

- Various Economic Development Grants
- BUILD Discretionary Grants - DOT
- Port Infrastructure Development Grants | MARAD/DOT
- Port Security Grants – DHS
- Department of Agriculture
- Department of Energy
- Environmental Protection Agency
- Other?

Economic Impact of WI & MN Inland Waterways

ECONOMIC IMPACT OF WISCONSIN'S INLAND WATERWAYS



IN 2018, WISCONSIN'S PORTS, INLAND WATERWAYS, AND INLAND WATERWAYS-DEPENDENT INDUSTRIES SUPPORTED

Nearly 235,000 jobs

\$14.1 billion in personal income ...Giving rise to

\$22.4 billion in Gross State Product **\$1.1 billion** in state & local tax revenue

\$49.4 billion in total output

Wisconsin has nearly **230 MILES** of navigable inland waterways, ranking it **29th** in the nation

WISCONSIN INLAND WATERWAY ASSETS AT A GLANCE

Mississippi and Wisconsin Rivers and Great Lakes System

12 public ports

INLAND WATERWAYS SUPPORT WISCONSIN'S KEY INDUSTRIES

Manufacturable Manufacturing	25.5% of inbound	33,400
Construction	8.3% of inbound	66,600

TOP INLAND WATERWAYS COMMODITIES BY WEIGHT (Accounting for 63% of total tonnage)

- Food & food products: 1.5 million tons
- Chemicals and non-metal products: 803 thousand tons
- Primary non-metal products: 189 thousand tons

TOP INLAND WATERWAYS COMMODITIES BY VALUE (Accounting for 42% of total revenue)

- Metals: \$432.8 billion
- Chemicals: \$376.8 million

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ECONOMIC IMPACT OF MINNESOTA'S INLAND WATERWAYS



IN 2018, MINNESOTA'S PORTS, INLAND WATERWAYS, AND INLAND WATERWAYS-DEPENDENT INDUSTRIES SUPPORTED

Newly 49,000 jobs

\$24.1 billion in personal income ...Giving rise to

\$32.6 billion in Gross State Product **\$1.5 billion** in state & local tax revenue

\$196.9 billion in total output

Minnesota has **260 MILES** of navigable inland waterways, ranking it **27th** in the nation

MINNESOTA'S INLAND WATERWAY ASSETS AT A GLANCE

Mississippi River and Great Lakes System

9 public ports

INLAND WATERWAYS SUPPORT MINNESOTA'S KEY INDUSTRIES

Manufacturable Manufacturing	25.1% of inbound	3,710*
Primary metal manufacturing	16.0% of inbound	79,800
Mining (except oil & gas)	7.5% of inbound	5,720
Other	5.3% of inbound	5,570

TOP INLAND WATERWAYS COMMODITIES BY WEIGHT (Accounting for 63% of total tonnage)

- Food & food products: 6.0 million tons
- Chemicals and non-metal products: 2.4 million tons
- Primary non-metal products: 17 million tons

TOP INLAND WATERWAYS COMMODITIES BY VALUE (Accounting for 43% of total revenue)

- Metals: \$689.3 million
- Chemicals: \$680.3 million
- Other: \$627.7 million

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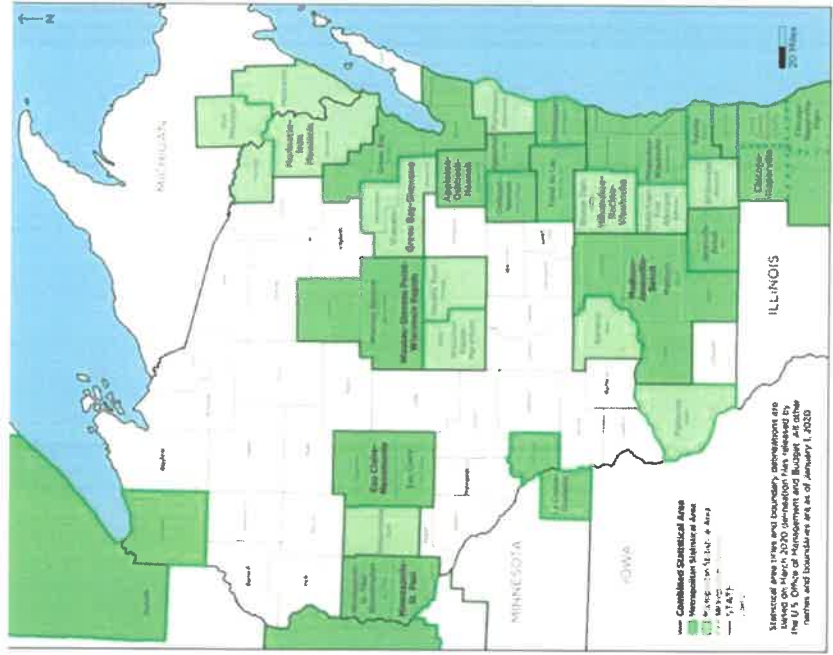
\$17 Billion tax revenue (state and local)

Metropolitan Statistical Area Analogy (Multiple Counties)

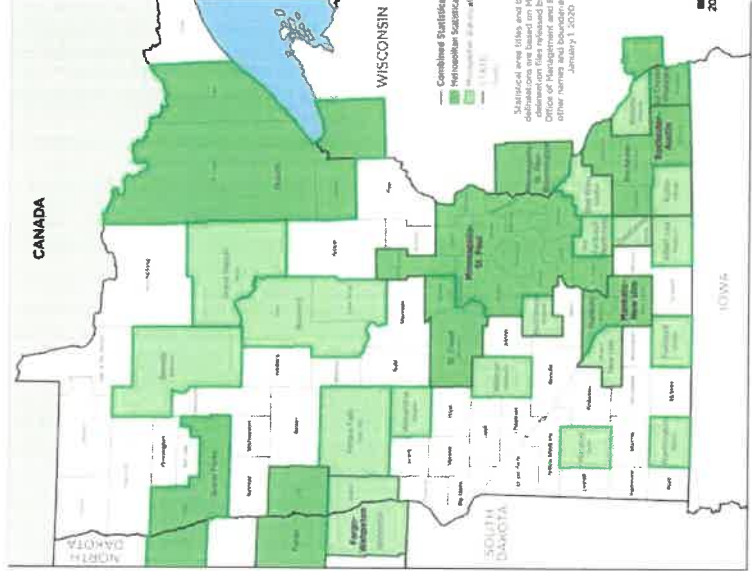
Roughly



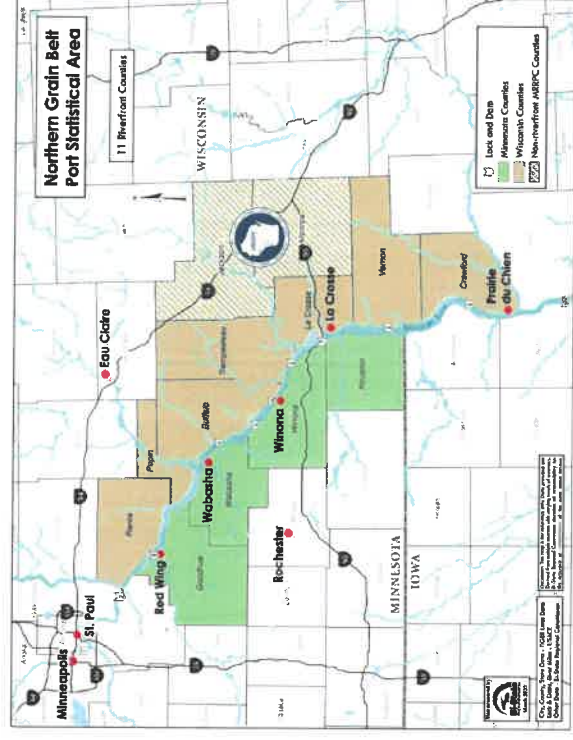
In Concept



U.S. Census Bureau, Population Division



U.S. Census Bureau, Population Division

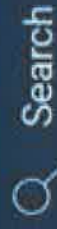


What is a Metropolitan Statistical Area?

A designation used by the Office of Management and Budget (OMB) to refer to a delineation consisting of multi-county clusters with a population density of at least 50,000.

An MSA broadly consists of a city with communities closely linked and exhibits a high degree of social and economic integration.

United States
Census
Bureau



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Metropolitan and Micropolitan

The United States Office of Management and Budget (OMB) delineates metropolitan and micropolitan statistical areas according to published standards that are applied to Census Bureau data.

Supports Budget Decisions!

https://en.wikipedia.org/wiki/Metropolitan_statistical_area

Port Statistical Area (PSA)

Governance

MRRPC is the Lead Applicant
(Non-federal Sponsor)

Led by cooperative arrangements

between **existing** government orgs

Focus is on **existing** infrastructure

Counties formally agree to be
recognized as a part of the

Northern Grain Belt PSA (*not
permanent / can be undone*)

Regional/Local Economic

*Development and Chambers of
Commerce Organizations Support*

- States of Wisconsin and Minnesota (DOTs) recognize (support the creation of) the Northern Grain Belt PSA
- Does not preclude or prevent other county economic/developments/transportation arrangements and agreements
- No Taxing Authority
- No Bonding Authority
- Primary responsibility is planning, transportation data reporting, and educating/informing in order to achieve regional economic development objectives

Our Guide

Upper Mississippi River Tri-State Area (Corn Belt Ports)

- ❑ Mid-America Port Commission (MAPC) – 328.8 River Miles (RMs), 20+ Counties with 15 tons
- ❑ Illinois Waterway Ports (ILWW)– 175.5 RMs, 10 Counties with 14.9 tons
- ❑ Upper Mississippi River Ports (Iowa and Illinois) (UMRP) – 221.5 RMs, 15 Counties with 8.4 tons

Ohio River Basin

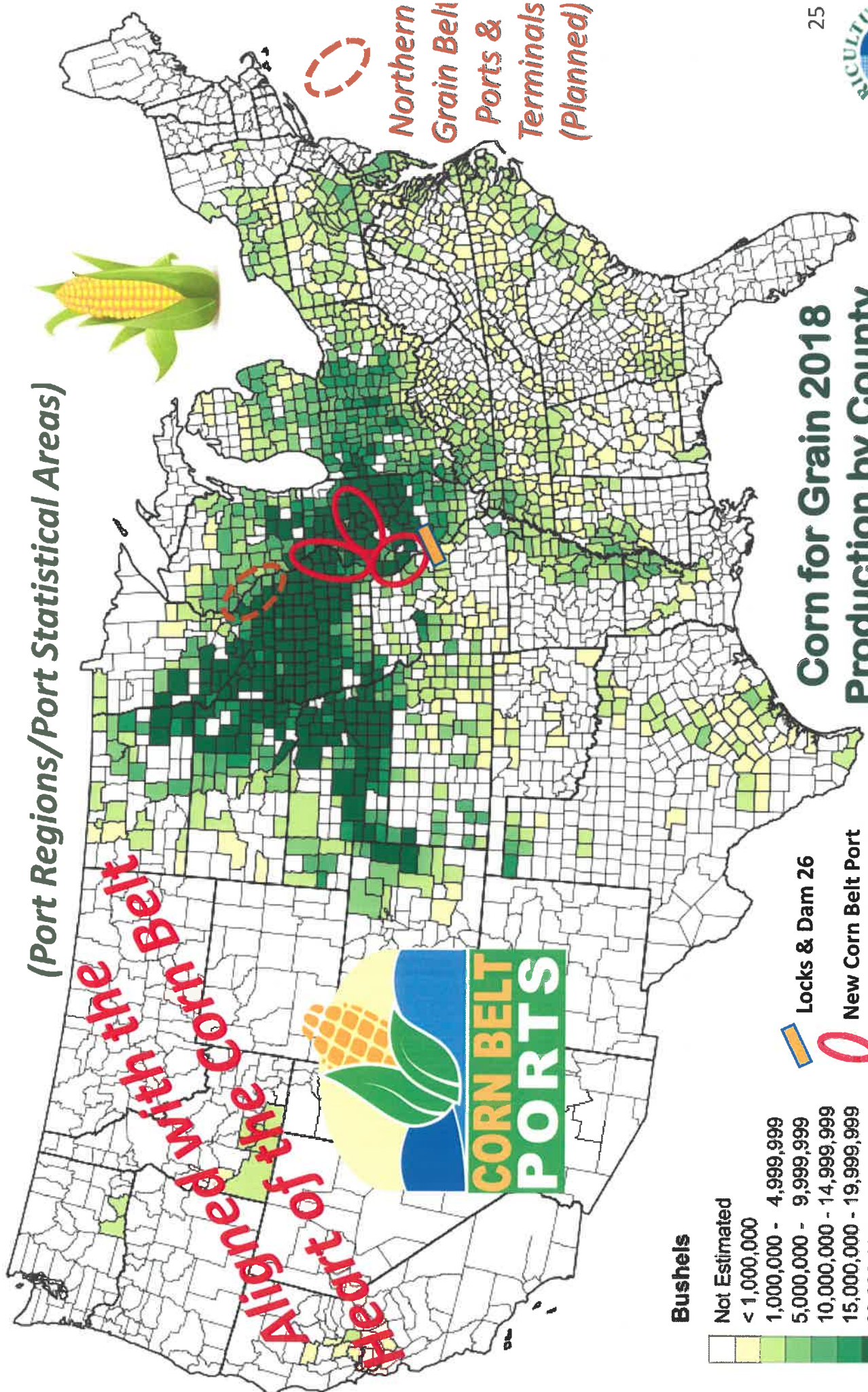
- ❑ Port of Pittsburgh – 200 RMs, 12 Counties
- ❑ Port of Huntington, WV – 199 RMs, 11 Counties
- ❑ Ports of Cincinnati and Northern KY – 226.5 RMs, 15 Counties

For Comparison

- ❑ St. Louis Metropolitan Port - 70 RMs (6 Counties)
- ❑ Port of South Louisiana - 54 RMs (3 Parishes)

Corn Belt Ports Partner

(Port Regions/Port Statistical Areas)



Heart of the Corn Belt
Aligned with the Belt



Bushels

- Not Estimated
- < 1,000,000
- 1,000,000 - 4,999,999
- 5,000,000 - 9,999,999
- 10,000,000 - 14,999,999
- 15,000,000 - 19,999,999
- 20,000,000 +

- Locks & Dam 26
- New Corn Belt Port (A Top 50 US Port)

Northern Grain Belt Ports & Terminals (Planned)

**Corn for Grain 2018
 Production by County
 For Selected States**



The Northern Grain Belt Port Statistical Area (WI & MN)

Similar to the Upper Mississippi River Ports (IA & IL)

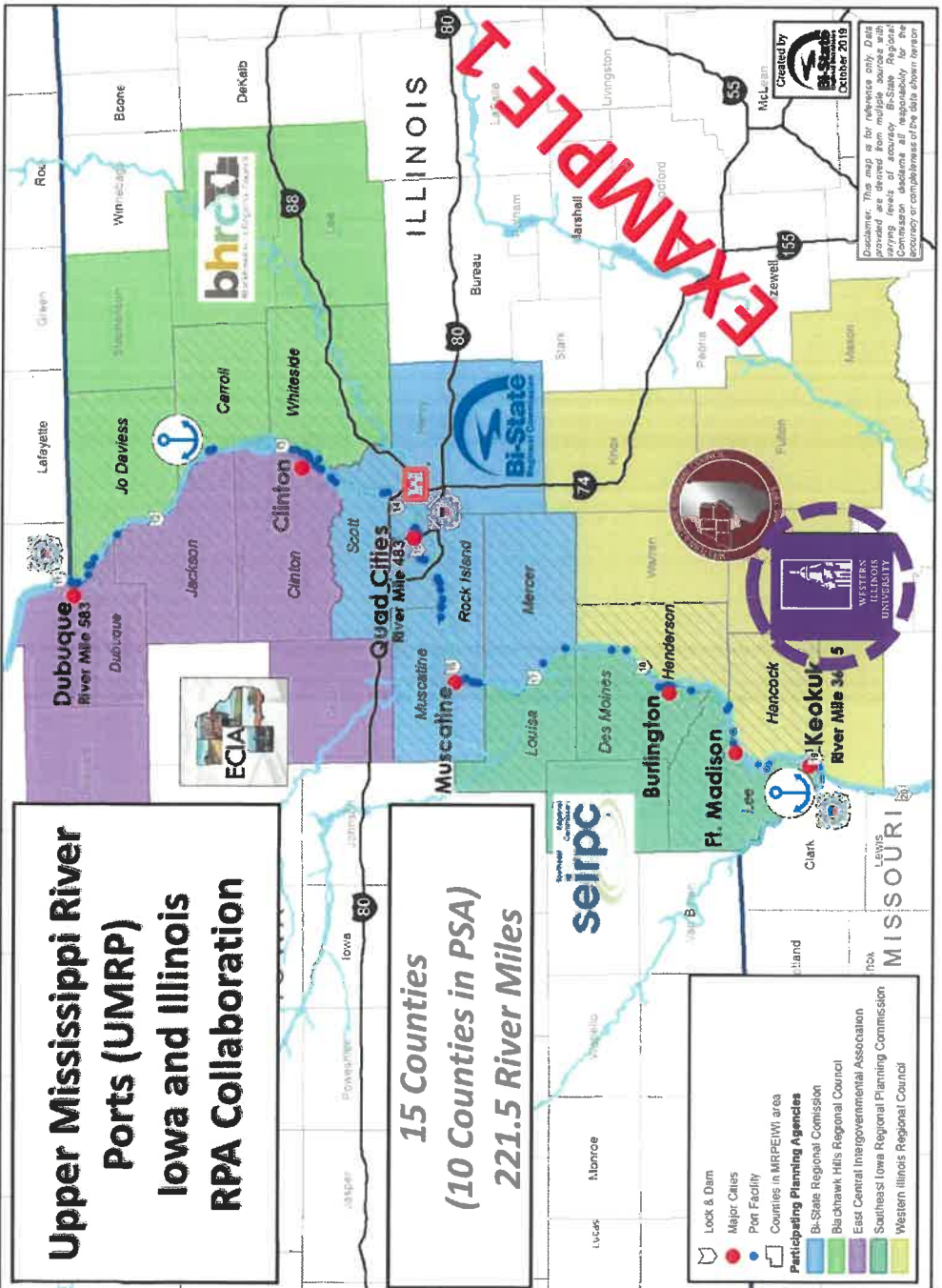
- Centered on a major regional city (Quad Cities) (*La Crosse*)
- **Bi-State (IL/IA) (WI/MN)**
- Organized Around Regional Planning Agencies (MRRPC)
- Major Interstate Highway Crossing (I-80) (*I-90*)

Similar to the Illinois Waterway Ports


- Centered on a major regional city (Peoria) (*La Crosse*)
- **Connects to a major urban port (Joliet) (St. Paul)**
- Organized Around Regional Planning Agencies (MRRPC)
- Major Interstate Highway Crossing (I-74) (*I-90*)

**Upper Mississippi River
Ports (UMRP)
Iowa and Illinois
RPA Collaboration**

**15 Counties
(10 Counties in PSA)
221.5 River Miles**



**Upper Mississippi River
Ports (UMRP)
Iowa and Illinois
Regional Planning Agency
(RPA) Collaboration**

- Ports (State Recognized)**  Upper Miss. Intermodal (IL)
- Southeast Iowa (SIREPA)
- USACE (Corps) Project Office**
- Pleasant Valley, IA
- USCG (Coast Guard) Offices**
- Dubuque, Rock Island, Keokuk
Visitors Center

- Lock & Dam 15 (Rock Island)
- Lead Resource Support Agencies**
- WIU Rural Affairs Institute (+)
- Eastern Iowa Community
Colleges



Metropolitan Planning Organization

- Bi-State (Applicant)

Regional Planning Agencies (RPAs)

- East Central Intergovernmental (IA)
- Bi-State (IL & IA)
- Southeast Iowa
- Blackhawk Hills (IL)
- Western Illinois

Major Cities

- Dubuque/East Dubuque Area
- Clinton/Fulton Area
- Quad Cities Area
- Muscatine
- Burlington/Gulfport Area
- Ft. Madison
- Keokuk

NOTES: 1) Ports (Phase 1) Retain Their Port Tonnage Data; 2) Des Moines, Lee, Henderson, and Hancock counties are part of the IIMPD RPA Collaboration and Retain Their Relationship with the Mid-America Port Commission

Illinois Waterway (ILWW) Ports and Terminals Port Statistical Area (Waterborne Commerce)

Major Cities

- Peoria Metropolitan Area
- Ottawa

Ports (State Recognized)

- Havana Regional Port (2311)
- Heart of Illinois Regional Port (2312)
- Illinois Valley Regional Port (2313)
- Ottawa City Port (7712)
- Seneca Regional Port (7710)

Metropolitan Planning Organization

- Tri-County (Primary Applicant)

Regional Planning Agencies (See Map)

- North Central Illinois
- Tri-County
- Western Illinois

USACE (Corps) ILWW Project Office: Peoria

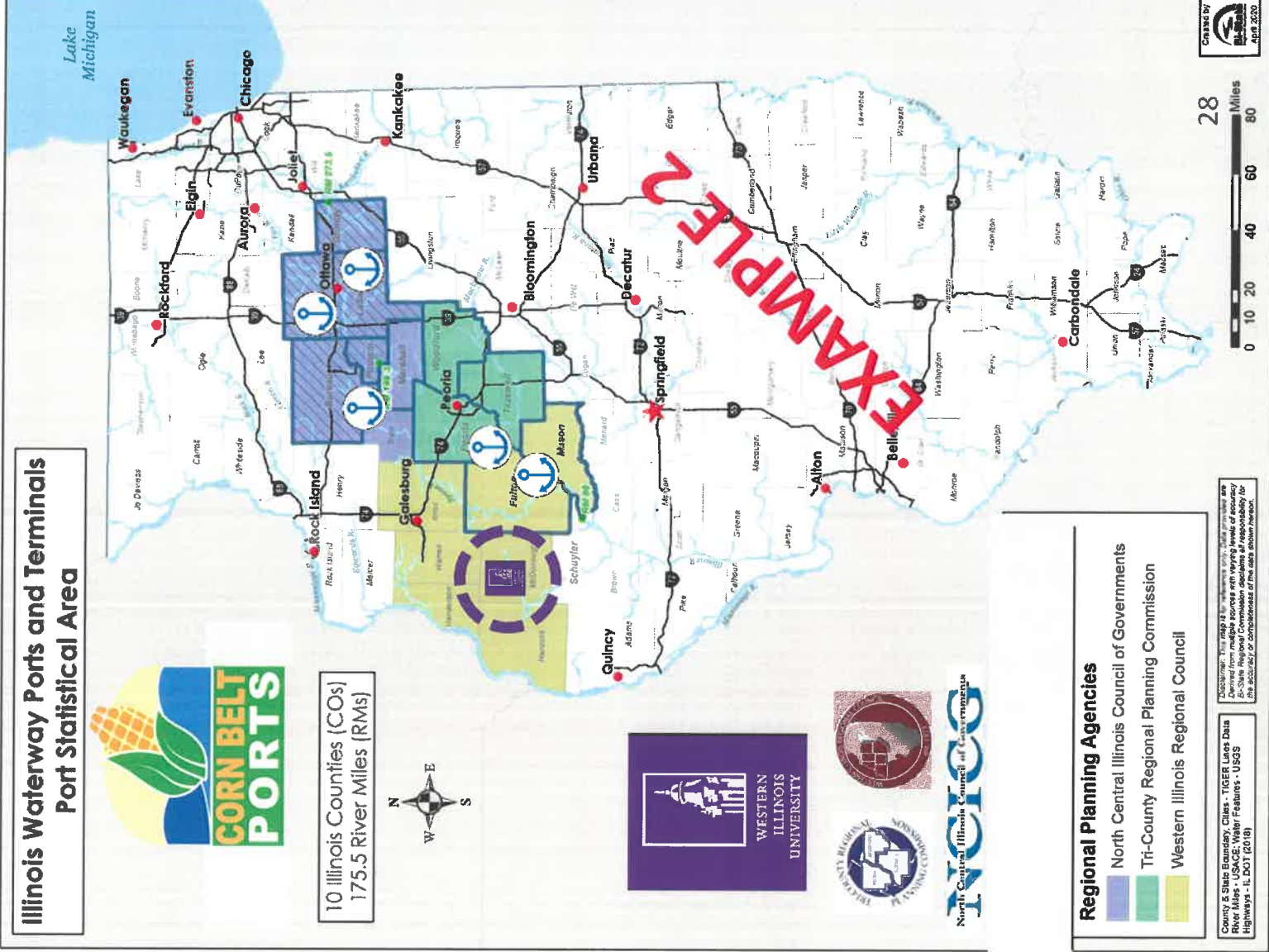
Supporting USCG (Coast Guard) Office: Peoria

Illinois Waterway Visitors Center

Starved Rock Lock and Dam (Ottawa)

Lead Resource Supt Agency (Western IL Univ)

Institute for Rural Affairs (Plus)



Created by [Logo] April 2020

28 Miles

0 10 20 40 60 80

Copyright © State University, Cities - TIGER Line Data
 Revised: 11/15/2019
 Source: USGS
 Highway - IL DOT (2018)

Disclaimer: This map is for informational purposes only. It is not intended to be used for navigation or other purposes. The user assumes all responsibility for its accuracy. The State Highway Commission disclaims all responsibility for its accuracy or completeness of the data shown herein.

First Time in U.S. History!

Leading U.S. Ports in 2020

(Millions of Short Tons and Percent Change¹ from 2019)

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40	I	New Bourbon Port Authority, MO ²	15.5	24.7	**	0.0	15.5	24.7
41	I	Mid-America Port, IA, IL and MO	15.0	24.5	**	0.0	15.0	24.5
42	I	Illinois Waterway Ports, IL ⁴	14.9	**	**	**	14.9	**
43	L	Two Harbors, MN	11.7	-12.4			13.5	-20.2
44	C	Boston, MA	3.4	-33.7			13.3	-16.7
45	C	Honolulu, O'ahu, HI	11.4	-10.4			12.3	-14.5
46	C	Galveston, TX	5.2	7.3			11.9	9.0
47	C	Port of Longview, WA	1.1	1.3			11.1	14.5
48	C	Port of Vancouver USA, WA	2.6	18.0			10.2	-6.9
49	L	Cleveland-Cuyahoga Port, OH	7.7	-24.4			9.4	-20.5
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60	I	Nashville, TN	7.5	8.7	**	0.0	7.5	8.7
61	C	Kalaheoa Barbers Point, HI	2.4	-26.8	5.1	-3.1	7.5	-12.3
62	C	Greater					7.4	-4.7
63	C	Port of Providence, RI	2.9	-16.9	4.5	-5.1	7.4	-10.0

The U.S. Coastal and
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2020

Transportation
Facts &
Information



Navigation and Civil Works
Decision Support Center
U.S. Army Corps of Engineers

<https://publibrary.planusace.us/#/series/Fact%20Cards>

A Corn Belt Port Made Global Trade Magazine's 2021 Top 50 Power Ports List



September 24th, 2021 | Written by Tom Wadlow

POWER 'EM UP: LADIES AND GERMS, AMERICA'S TOP 50 POWER PORTS

First Time in U.S. History!



Trade in and out of the United States would not be possible without sea and river port infrastructure spread across the length and breadth of the country. Using the latest available figures from the Bureau of Transportation Statistics, we present the top 50 American power ports based on total tonnage of trade processed in 2019.



TOP STORIES

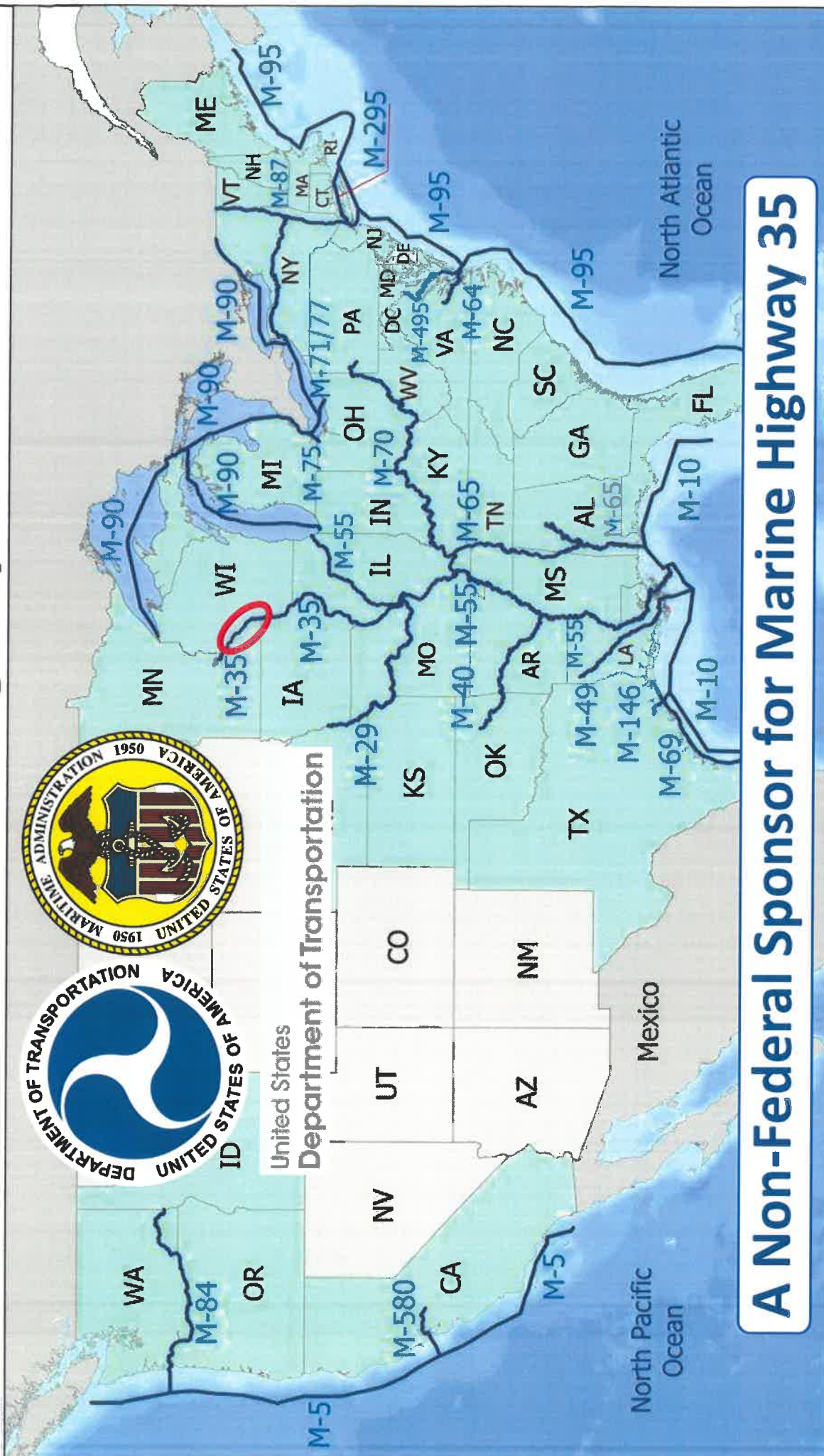


U.S. STATES WITH THE MOST ORGANIC FARMS



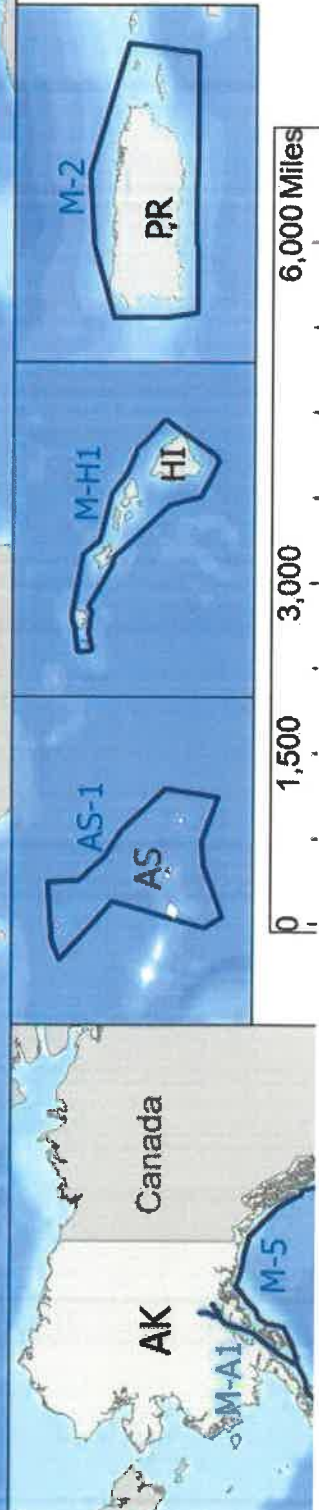
OUR ANNUAL GOVERNOR'S CUP PROVIDES A STATE-BY-STATE REVIEW OF THE BEST SITE INCENTIVES FOR MANUFACTURERS

America's Marine Highway Routes



United States
Department of Transportation

A Non-Federal Sponsor for Marine Highway 35



Map updated - June 2020

- Marine Highway Routes
- Impacted States

Projection: WGS 1984 Web Mercator Aux. Sphere

1. International Boundaries: IPUMS
2. Bathymetry Data: Michael Baker International

Conceptual Timeline

- 1 April 22: Non-Federal Sponsor (MRRPC) Submits letter of intent Resolutions on County Board agendas for the 1st Board Meeting in April
- April / May 22: Brief / Educate Counties / Consolidate County resolutions
- 15 May 22: Non-Federal Sponsor submits initial application
- July 22: Approval by the Navigation and Civil Works Decision Support Center and Waterborne Commerce Statistics Center
- Aug 22: Compilation of the annual national port ranking list by the Navigation and Civil Works Decision Support Center and the Waterborne Commerce Statistics Center.
- Oct 22: Publishing of the annual national port ranking list

Media Engagement

Note: A tremendously aggressive timeline

Recommendation

Northern Grain Belt
Port Statistical Area

11 Riverfront Counties

Fair & Inclusive
For All Bi-State
Riverfront Counties

Legend:

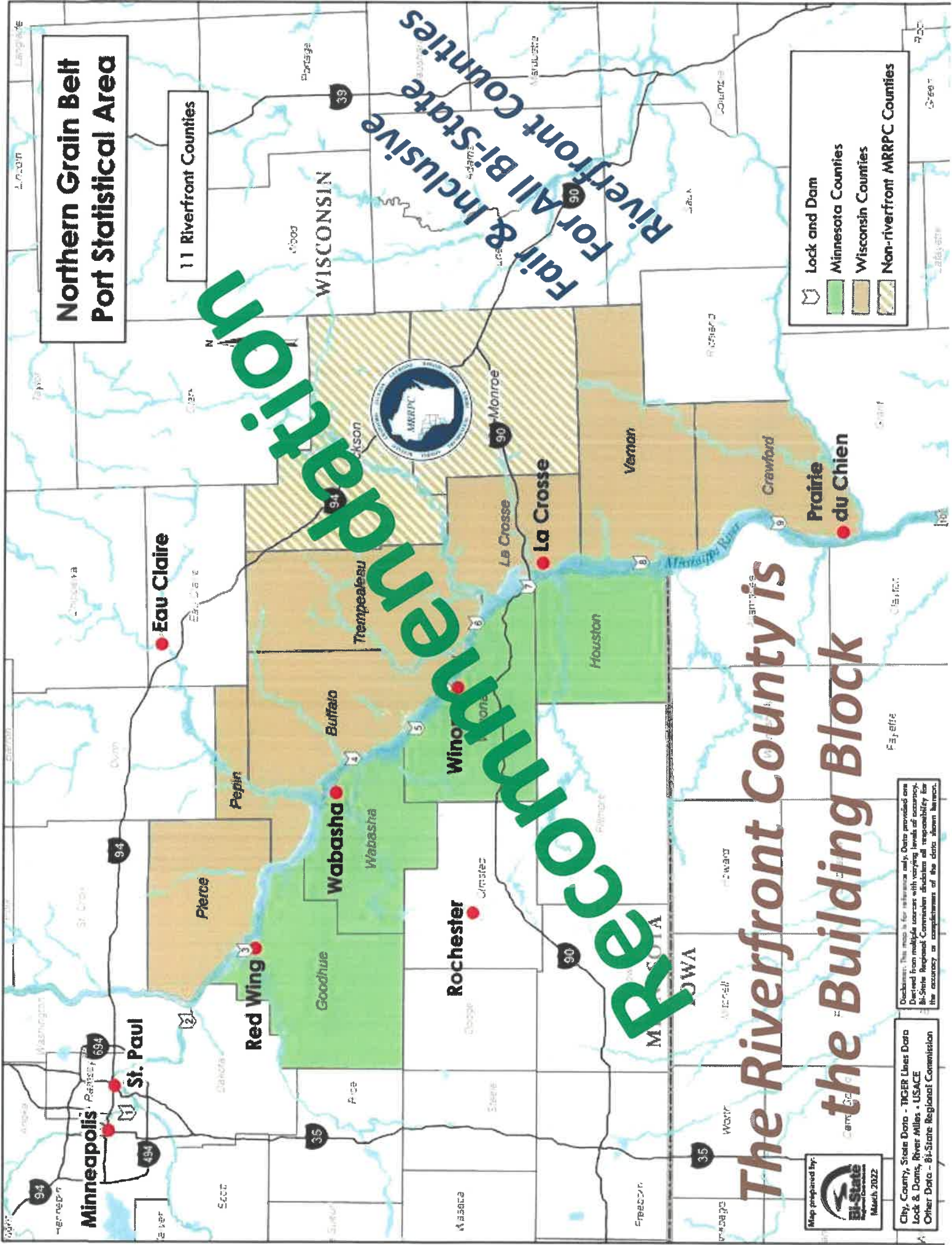
- Lock and Dam
- Minnesota Counties
- Wisconsin Counties
- Non-riverfront MRRPC Counties

The Riverfront County is
the Building Block




Disclaimer: This map is for reference only. Data provided on this map is derived from multiple sources with varying levels of accuracy. The BI-State Regional Commission disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Map prepared by:
BI State Regional Commission
March 2022



Step 1: Submit Letter of Intent

- The Ports and Terminals on the Upper Mississippi River between Wisconsin and Minnesota (Hereafter referred to as the Northern Grain Belt Port Statistical Area) are an **essential part of the national and global supply chains**. This nationally significant resource region has never been federally recognized as a Port Statistical Area. This undervalues the region's contribution to waterborne commerce and the national economy, and hinders informed transportation-related decision-making.
- The Northern Grain Belt Port Statistical Area has been **functioning for over 200 years as a port region**. But it does not have the appropriate federal recognition like many other economically and commercially significant areas on the inland waterway navigation system.
- The lack of the Northern Grain Belt Port Statistical Area denies the Wisconsin and Minnesota Departments of Transportation, the Mississippi River Regional Planning Commission, and individual riverfront counties in the bi-state area from getting **access to tailored and packaged statistical data and information** that would best support their needs in ensuring that this specific region has and maintains a nationally and globally competitive multi-modal transportation system. The existing published waterway data does not account for the significant maritime cargo movements occurring within the regional context of the Northern Grain Belt Port Statistical Area.
- The creation of the Northern Grain Belt Port Statistical Area supports the U.S. Department of Transportation's 1999 MTS (Marine Transportation System) report to Congress recommendation of **creating regional systems to address local concerns**. Creating the Illinois Waterway Ports and Terminals PSA addresses this deficiency.



MISSISSIPPI RIVER REGIONAL PLANNING COMMISSION
175 Park Avenue, Suite 201
P.O. Box 1000
St. Louis, MO 63103
Phone: (314) 733-2100
Fax: (314) 733-2101
www.mrrpc.org

March 31, 2023

Colleen LaFollette
U.S. Army Corps of Engineers
Waterways Division
St. Paul, MN 55158

URGENT: Letter of Intent to Historic Inland Grain Belt Port Statistical Area

General Staff Services,
The Office of Inland (OI) is to inform you that Mississippi River Regional Planning Commission (MRRPC) has expressed an interest in being recognized as a Port Statistical Area (PSA) for the Northern Grain Belt Port Statistical Area. The OI is currently reviewing the application and will be in contact with you as needed.

This is a very sensitive issue as it involves the recognition of a Port Statistical Area (PSA) for the Northern Grain Belt Port Statistical Area. The OI is currently reviewing the application and will be in contact with you as needed.

The MRRPC is a multi-state entity that serves a variety of Federal, state, and local governments. The MRRPC is currently reviewing the application and will be in contact with you as needed.

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The MRRPC is a multi-state entity that serves a variety of Federal, state, and local governments. The MRRPC is currently reviewing the application and will be in contact with you as needed.

When:
o/a 1 April
Non-Binding

Step 2: Submit Application

MRRPC Provides Counties (o/a 1 April):

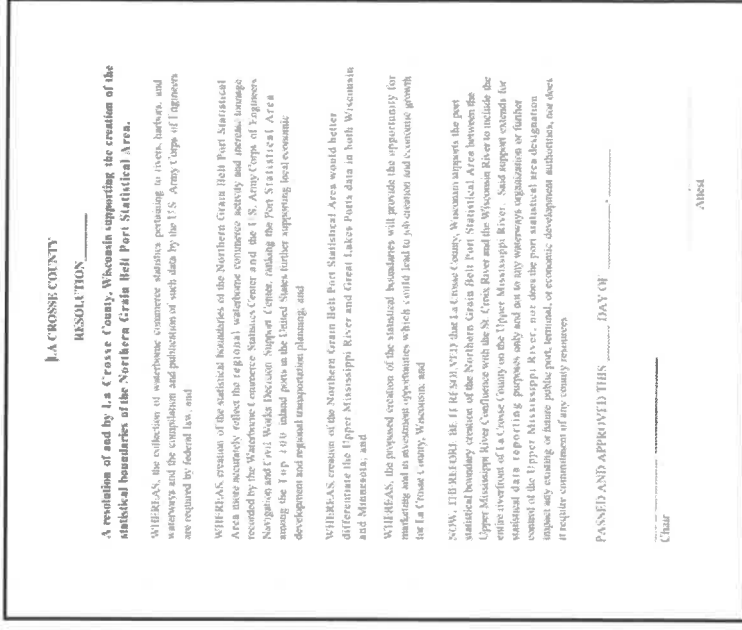
- Northern Grain Belt PSA Information Paper
- PSA Briefing Slides
- County Resolution
- Presentations and MS Teams Information Meetings Upon Request

Counties Send to MRRPC (NLT 15 May):

- Approved County Resolutions

MRRPC Sends to U.S. WCSC (NLT 1 June):

- PSA Application



There is no Risk or Downside

(to accurate data and information)

- America's main grain growing region is not moving.
- Marine Highway 35 is not going anywhere.
- More climate friendly transportation modes (like tows/barges) will only become more popular.
- Our nation and region need accurate transportation data to make informed decisions regarding essential parts of the supply chain.
- The Upper Mississippi Regional planning Commission is responsible for regional multi-modal transportation planning and can use port statistical area data.
- The Upper Mississippi River System (UMRS) is designated by Congress as a “nationally significant ecosystem and a nationally significant commercial navigation system.”
- Being part of a top-ranked federal port statistical area has many economic development benefits.
- Port statistical areas are not permanent (can change if needed later).

Mississippi River Regional Planning Commission Contact



Bob Gollnik
Senior Planner
Mississippi River Regional Planning Commission
La Crosse, Wisconsin
bob@mrrpc.com



Working together to
make the Mississippi
River Region a great place
to live and work.



<https://mrrpc.com/>



RIVERSIDE

Integrated Water Solutions & Environmental Services

Northern Grain Belt PSA Project Manager



Chris Smith
Chief Operating Officer
chris.smith@riversideglobal.co
(816) 853-6411



Robert Sinkler
Chief Executive Officer
robert.sinkler@riversideglobal.co
(309) 230-8790



Dr. Anshu Singh
Chief, Environmental Services
anshu.singh@riversideglobal.co
(419) 481-0706

Quad Cities (Mississippi River) Office
629 State Ave (Great River Road) (Route 84 N)
Hampton IL 61756

Back-Up Slides

Proposed Concept

- **When:** No later than June 2022
- **Who:** The Mississippi River Regional Planning Commission (MRRPC) serves as the Applicant (Non-federal Sponsor) *(to)*
- **What:** Federally Recognize ***(Statistically)*** the Northern Grain Belt, consisting of existing port and terminal infrastructure *(in)*
- **Where:** The Upper Mississippi Riverfront Counties Between Wisconsin and Minnesota (see map) *(in order to)*
- **Why (Purpose):**
 - **Improve transportation data reporting to support regional planning efforts**
 - **Market transportation capabilities to ensure full utilization**
 - **Ensure reliable access to the region's exports & support economic dev.**
 - **Promote (not execute) environmentally sustainable infrastructure dev.**
 - (Secondary) Support Mississippi River recreation, tourism, flood risk reduction, hydropower, water supply, water quality, water safety, ecosystem, and natural infrastructure improvements

What is a U.S. Port?

- Road, rail, waterway intersection
- Equipment to load (unload) ships (barges)
- A geographic area (a map)
- A governing body (legislation/citation of authority)
- Justification (U.S. approved)

Reference Document

EP 1130-2-520 29 Nov 96

5-10. Approval Required to Add, Modify, or Delete Tables from the Waterborne Commerce of the United States.

- a. The district commanders are the primary initiating authority for additions, modifications, or deletions of Corps of Engineers projects that appear in the Waterborne Commerce of the United States (WCUS), Parts 1 - 4 tables. The district engineer will forward, through the division engineer, the initial request and statement of justification of said changes through the Director, WCSC, to the Director, NDC, the approving authority.
- b. The WCSC may also initiate recommendations for additions, modifications, or deletions to Corps of Engineers projects as they appear in Waterborne Commerce of the United States, Parts 1 - 4 tables. The recommendations must be coordinated with the district commander of the affected district and approved by the Director, NDC.
- c. Proposed changes to the Waterborne Commerce of the United States, Part 5 must be approved by the Director, NDC.
- d. Any change to the definition of a port area or the establishment of a new port area must meet one of the following criteria:
 - (1) Port limits defined by legislative enactments of state, county, or city governments.
 - (2) The corporate limits of a municipality.
- e. The petitioning party must forward the initial request for an addition or change to port definitions to the Director, WCSC. Said request must include a statement of justification and citation of authority in response to criteria mentioned above. Denials may be appealed to the Director, WRSC.

Relevant Information

- You can not invest in a Port that does not exist
- 2020/2021: USACE recognized 3 Port Statistical Areas in the Tri-State area above Locks and Dam 26 (Mid-America Port Commission [MAPC]; Illinois Waterway Ports [ILWW]; Upper Mississippi River Ports [UMRP] – Referred to as the “**Corn Belt Ports**”)
- 2021: Infrastructure Investment and Jobs Act (IIJA) (\$17.3B authorized for waterways and coastal infrastructure over a 5 year period)
- 2022: USACE Releases IIJA CY22 Work Plan (Corn Belt Ports pull in \$1.24B)
- 2021/2: Tri-State Corn Belt Ports Receive \$35M (IL Port Facilities Capital Investment Grant Program +)
- IIJA: U.S. Department of Transportation and Maritime Administration (MARAD) plan to double investment in the Nation’s ports (including airports)
- 2022: Northern Grain Belt Port Statistical Area established

**HOUSTON COUNTY
AGENDA REQUEST FORM
May 24, 2022**

**Date Submitted: May 18, 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION REQUEST

- None

APPOINTMENT REQUEST

- None

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change Lee Langager's classification from Tech Clerk I, B-21, Step 3 to Tech Clerk II, B22, Step 3 effective 4/28/2022.**

Sheriff's Office

- **Change the employment status of Deputy Sheriff, Travis Lapham, from probationary to regular, effective 6/03/2022.**
- **Accept the resignation of Michael Johnson, Probationary Jailer/Dispatcher, effective 05/30/2022.**
- **Approve initiating a competitive search for a Probationary (non-exempt) Jailer/Dispatcher.**
- **Change Lauren Felten's, Temporary/Casual employee Tech Clerk I B-21, Step 1 of the 2022 non-represented pay grid, effective May 25, 2022. (Ms. Felten has been employed since 4/01/2019)**

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
May 24, 2022**

Date Submitted: 5/9/22

By: Brian Swedberg, Chief Deputy

ACTION REQUEST:

NONE

CONSENT AGENDA REQUEST:

- Approve 2022 Federal Boat and Water Grant. Grant amount is \$5,000.00.

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



2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 211391

PO #: 3-208244

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2022	Source Type REIMB	Vendor Number 0000197295-001
Total Amount \$5,000	Project ID R29G70CGBLA19	Billing Location R297000221	UEI XEMLXNMPRD93	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 13, 2022	Grant End Date September 5, 2022
----------------------------------	-------------------------------------

Grantee Name and Address:

Houston County Sheriffs Office
306 S Marshall Street
Caledonia, MN 55921

Payment Address:
(where DNR sends the check)

Houston County Treasurer
304 S Marshall Street #111
Caledonia, MN 55921

**2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Houston County Sheriffs Office, 306 S Marshall Street, Caledonia, MN 55921 (UEI XEMLXNMPRD93) ("Grantee"). The payment address for this grant contract agreement is Houston County Treasurer, 304 S Marshall Street #111, Caledonia, MN 55921.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 13, 2022. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 5, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Five thousand dollars (\$5,000).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Five thousand dollars (\$5,000).

4.2 **Payment**

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 5, 2022,

- unless an extension is requested in writing from the Grantee and approved in writing from the State.
- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.4 **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is ____.
The Grantee's indirect cost rate is ____% for this sub-award agreement.

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Mark Inglett, Houston County Sheriffs Office, 306 S Marshall Street, Caledonia, MN 55921, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

- 14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.
- 14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

- 16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:
(a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN

3319FAS190127). (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their sub-recipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all sub-awards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Boat Patrol Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: **Tara Rose** Digitally signed by Tara Rose
Date: 2022.05.02 12:57:01 -05'00'

Date: _____

SWIFT Contract # 211391

Purchase Order # 3-208244

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title:

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Houston County Agenda Request Form

Date Submitted: 5/19/2022

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 Virgie Rud 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:	_____	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 Virgle Rud, 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.

VIRGIE RUD

BY: Virgie Rud
Virgie Rud

DATED: 5/13/2022

Approved as to Form and Execution:

BY: [Signature]
Houston County Attorney

DATED: 5/17/22

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: John Puleasa
John Puleasa, 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 Agenda Request Form

Date Submitted: 5/19/2022

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 Renata Luedtke 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 Renata Luedtke, 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.

RENATA LUEDTKE

BY: Renata Luedtke

DATED: 2/25/22

Renata Luedtke

Approved as to Form and Execution:

BY: [Signature]

DATED: 5/12/22

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

DATED: 2/2/22

John Puleasa, Director
Houston County Human Services

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

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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

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: 05.24.22

By: Donna Trehus-Auditor-Treasurer

Consent Agenda:

- 1) Approve Resolution No. 22- Viking Snowmobile Trail.
- 2) Approve Resolution No. 22- Gopherland Snowmobile Trail.
- 3) Approve Resolution No. 22- Houston Money Creek Snowmobile Trail.
- 4) Approve Resolution No. 22- La Crescent Snowmobile Trail.

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

RESOLUTION NO. 22-28

VIKING SNOWMOBILE TRAIL

May 24, 2022

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Snowmobile Trail for the 2022-2023 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, 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 session dated May 24, 2022.

WITNESS my hand and the seal of my office this 24th day of May, 2022.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 22-29

GOPHERLAND SNOWMOBILE TRAIL

May 24, 2022

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Gopherland Trails and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Gopherland Trails agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Gopherland Trail for the 2022-2023 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, 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 session dated May 24, 2022.

WITNESS my hand and the seal of my office this 24th day of May, 2022.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 22-30

HOUSTON MONEY CREEK SNOWMOBILE TRAIL

May 24, 2022

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston Money Creek Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston Money Creek Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston Money Creek Trail for the 2022-2023 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, 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 session dated May 24, 2022.

WITNESS my hand and the seal of my office this 24th day of May, 2022.

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 22-31

LA CRESCENT SNOWMOBILE TRAIL

May 24, 2022

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Trail for the 2022-2023 snowmobile season.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, 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 May 24, 2022.

WITNESS my hand and the seal of my office this 24th day of May, 2022.

Donna Trehus, County Auditor-Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 05.24.22

By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST: Approve the following Liquor Licenses from July 1, 2022 – June 30, 2023

LIQUOR LICENCES, WINE AND STRONG BEER

Ferndale Golf, LLC dba Ferndale Golf, LLC

Ma Cal Grove Country Club, Inc. dba Ma Cal Grove Country Club, Inc.

Par 4 Golf, LLC dba Valley High Golf Club (contingent upon submission of required paperwork)

Denstad Enterprises, Inc. dba Shellhorn Roadhouse

Gasthaus, LLC dba Little Miami

City of La Crescent dba Pine Creek Golf Course (Wine & Strong Beer)

ON SALE BEER LICENSES

Lawrence Lake Marina, LLC dba Lawrence Lake Marina

La Crescent Snowmobile Club dba La Crescent Snowmobile Club

City of La Crescent dba Pine Creek Golf Course

Gopher State Sportsmans Club dba Gopher State Sportsmans Club

OFF SALE BEER LICENSE

Lawrence Lake Marina, LLC dba Lawrence Lake Marina

La Crescent Snowmobile Club dba La Crescent Snowmobile Club

City of La Crescent dba Pine Creek Golf Course

Houston Food Mart dba Houston Food Mart

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

Houston County Agenda Request Form

Date Submitted: May 13, 2022 Board Date: May 24, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

This is the MNDOT Master Partnership Contract. This contract will spell out the terms to efficiently exchange services with one another by way of work orders.

Attachments/Documentation for the Board's Review:

MNDOT Master Partnership Contract

Justification:

This contract comes before the Board every 5 years. The Highway Department relies on MNDOT for material testing and other services. This contract will allow this service among others to continue.

Action Requested:

A signed Resolution and Master Partnership Agreement is needed to enter into this contract and to authorize the Engineer to negotiate work orders.

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.

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Houston County, acting through its County Board, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
 - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
 - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
 - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment**
 - 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050106W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
 - 7.4.3. **Payment by the State.**
 - a. **Generally.** The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, 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 of 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.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

24.1. NONE

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OTHER PARTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1421	Bridge Management System Operation/Administration/Data	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2847	Bridge Poured/ Relief Joint Seal	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2829	Bridge Superstructure	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2316	Brush & Tree Removal	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0032	Business Unit Management	Use for frequency coordination done with APCO, AASHTO or FCCA.
3000	Class Of Frequency Coordination	

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection. Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices). Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
1734	Construction Materials Inspections	
1802	Construction Surveying	
2106	Crack Sealing	
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects. All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project. Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met. All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM. Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records. Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control. Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1800	Field Inspection	
1040	Final Design Surveys	
0601	Gen Training Preparation - Delivery	
2210	Guardrail-Install/Repair/Maintenance	
2624	Indirect Expense	
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control. All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1182	Soils/Foundation Field/Laboratory Tests	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1879	State Furnished Materials	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1738	State Project - Specific Materials Inspection	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1434	Structural Metals Inspection-Non DOT	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2629	Supplies & Small Tools	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0152	Support Services	Use when providing technical assistance to an organization external to MnDOT.
1312	Tech Assist-Outside MnDOT	
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081). Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
2863	Traffic Signal Inspection	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1870	Traffic Signal Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2834	Waterway Maintenance	

RESOLUTION NO. 22-27

MN/DOT MASTER PARTNERSHIP CONTRACT

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the of Houston enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board.
2. That the proper Houston County officers are authorized to execute such contract, and any amendments thereto.
3. That the Houston County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the Houston County Engineer may execute such work order contracts on behalf of the Houston county without further approval by this Board.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Houston County at a duly authorized meeting thereof held on the 24th day of May 2022, as shown by the minutes of said meeting in my possession.

WITNESS my hand and seal of my office the 24th of May 2022.

(SEAL)

Donna Trehus, County Auditor-Treasurer

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: May 19, 2022 for the May 24, 2022 Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:

Seeking approval on an Interim Use Permit for a temporary asphalt plant in the agricultural protection district and a Conditional Use Permit for an industrial use in the shoreland overlay district.

Attachments/Documentation for the Board's Review:

Agendas, notices, board packets and findings are attached.

Justification:

Planning Commission has recommend approval on both.

Action Requested:

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

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

**HOUSTON COUNTY
PLANNING COMMISSION AND
BOARD OF ADJUSTMENT
Thursday, April 28, 2022**

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

BOARD OF ADJUSTMENT

Approve Minutes for January 27, 2022

VARIANCE HEARING:

5:00 pm ***Justin Mark – Houston Township***
1) Variance to reduce county road setback for a proposed dwelling (14.7 subdivision 2).
2) Variance to reduce ordinary high water setback for a proposed dwelling (22.6 subdivision 4(1a)).

Discuss letter from Nethercut Law Offices

PLANNING COMMISSION

Approve Minutes for March 24, 2022

CONDITIONAL USE HEARINGS:

5:30 pm ***Justin Mark – Houston Township***
Conditional Use Permit to build a dwelling on less than 40 acres in an agricultural protection district (14.3 Subdivision 1(10)).

5:50 pm ***Michael Rogich and Amanda Bennett – Caledonia Township***
Conditional Use Permit to convert a commercial building into a single-family dwelling and storage units in a general business district (17.3 Subdivision 1(4 & 5)).

6:10 pm ***Consolidated Energy Company and Randy & Debra Myhre – Spring Grove Township***
Conditional Use Permit to install a liquid propane gas storage facility in an agricultural protection district (14.3 Subdivision 1(25)).

INTERIM USE HEARING:

6:30 pm ***Mathy Construction Company – Mayville Township***
Interim Use Permit for a temporary bituminous plant in an agricultural protection district (14.4 Subdivision 1(11)).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Patrick Paulino of Mathy Construction Company, 920 10th Avenue N., Onalaska, WI 54650 for an Interim Use Permit for a temporary bituminous plant in an agricultural district (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 11) in Mayville Township on following premises, to-wit:

Part of the SE ¼ of the SW ¼, Section 16, Township 102, Range 5, Houston County, Minnesota. (Parcel #09.0164.000)

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 6:30 p.m. on Thursday, April 28, 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, April 19, 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: April 13, 2022



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 4/18/2022

Application Date: 3/14/2022
Hearing Date: 4/28/2022
Petitioner: Mathy Construction Co.
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 9635 County 32
Township: Mayville
Parcel Number: 90164000
Submitted Materials: IUP Application, Supplemental Information

OVERVIEW

REQUEST

The Petitioner requests an Interim Use Permit to set up and operate a bituminous plant in the Gengler Quarry in Mayville Township to accommodate CSAH projects.

SUMMARY OF NOTEWORTHY TOPICS

The plant will produce asphalt for the CSAH 1, 4, and 10 projects and any additional projects within the area that are accepted after this application. The applicants identify a maximum time of operation from May through July of 2022, with the plant operating Monday through Saturday between 5AM and 9PM. Haul route maps are included in the packet.

The applicants identify approximately 6,000 ton of manufactured sand will come from the Abnet Quarry in La Crescent as well as approximately 6,000 ton of natural sand from the Iverson Quarry in Allamakee County. They anticipate a maximum number of 120 loads per day between the quarry and project sites and 30-40 loads per day for material routes. You will see that North Kingston Street in the City of Caledonia was identified as a haul route on the enclosed maps, but the applicants have stated that is incorrect and they actually plan to utilize CSAH 3 out to Highway 44.

The following materials will be kept on site (approximate):

- Asphalt cement 30,000-60,000 gallons
- Diesel Fuel 10,000 gallons
- Burning Oil 15,000 gallons
- Tack 7,500 gallons
- Petroleum Lubricants 55-150 gallons

- Aggregate Material

The applicant has a Spill Prevention Control Countermeasure Plan in place in accordance with 40 CFR part 112, Subparts A and B. In addition, emissions testing is completed on all plants and documentation was provided to show this plant meets MPCA standards.

A similar plant was operated out of this location in 2016 and 2019. To the knowledge of current staff, no complaints were received regarding those operations.



Figure 1. Site plan for proposed plant location.

Relevant Houston County Zoning Ordinance language:

SECTION 14 – AGRICULTURAL PROTECTION DISTRICT
14.4 INTERIM USES.

Subdivision 1. Interim Uses. *In the Agricultural Protection District, the following uses may be allowed only after obtaining an Interim Use Permit in accordance with the provisions of this Ordinance.*

(11) *Bituminous Plants. Bituminous Plants and processing and storage of sand, gravel, stone or other mineral as a temporary use not to exceed 12 months.*

SECTION 22 – SHORELAND ZONING DISTRICT
22.2 GENERAL PROVISIONS AND DEFINITIONS

Subdivision 5. Definitions. *Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.*

(23) *Industrial use - The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.*

22.4 SHORELAND CLASSIFICATION SYSTEM AND LAND USES

Subdivision 2. Land uses.

(1) Purpose. To identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality.

(2) Shoreland district land uses listed in Sections 22.4 subd. 2 (3) and 22.4 subd. 2 (4) are regulated as:

(a) Permitted uses (P). These uses are allowed with a zoning permit, provided all standards in this ordinance are followed;

(b) Conditional uses (C). These uses are allowed through a conditional use permit. The use must be evaluated according to the criteria in Section 3.6 of this Section and Section 6 of this ordinance and any additional conditions listed in this ordinance; and

(c) Not permitted uses (N). These uses are prohibited.

(4) Land uses for river and stream classifications:

Land Uses	Remote	Forested	Transition	Agriculture	Urban	Tributary
Single residential	P	P	P	P	P	P
Duplex, triplex, quad residential	C	P	P	P	P	P
Residential PUD	C	C	C	C	C	C
Water-dependent commercial - As accessory to a residential planned unit development	C	C	C	C	C	C
Commercial	C	C	C	C	P	P
Commercial PUD - Limited expansion of a commercial PUDs involving up to six additional dwelling units or sites may be allowed as a permitted use provided the provisions of Section 22.10 of this ordinance are satisfied.	C	C	C	C	C	C
Parks & historic sites	C	C	C	C	C	C
Public, semipublic	C	C	C	C	P	P
Industrial	N	C	N	N	C	C
Agricultural: cropland and pasture	P	P	P	P	P	P
Agricultural feedlots - New	N	N	N	N	N	N
Agricultural feedlots - Expansion or resumption of existing	C	C	C	C	C	C
Forest management	P	P	P	P	P	P
Forest land conversion	C	C	C	C	C	C
Mineral Extraction	C	C	C	C	C	C
Mining of metallic minerals and peat	P	P	P	P	P	P
Guest cottages	N	N	N	N	N	N

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Mayville Township and the ten nearest property owners were notified. **One comment was received.**

SITE CHARACTERISTICS

The plant will be located in the Gengler Quarry, approximately 55 acres in size. The site is accessed via County Road 32.

There are three intermittent streams in the proximity of the proposed plant. Crooked Creek splits the quarry area and is a listed public water, which designates this area as shoreland. In addition, two unnamed

tributaries conjoin with Crooked Creek in this vicinity. There is a berm between the access road and intermittent stream. Temporary asphalt plants are considered an industrial use, which is a conditional use within the shoreland zoning district. **The DNR brought to the County's attention that Mathy needs to secure an industrial use conditional use permit in for activity in shoreland at this site and that will need to be complete before the interim use permit can be issued. This regulation was adopted in the local ordinance in November of 2018.**

There is floodplain and wetland along Crooked Creek.

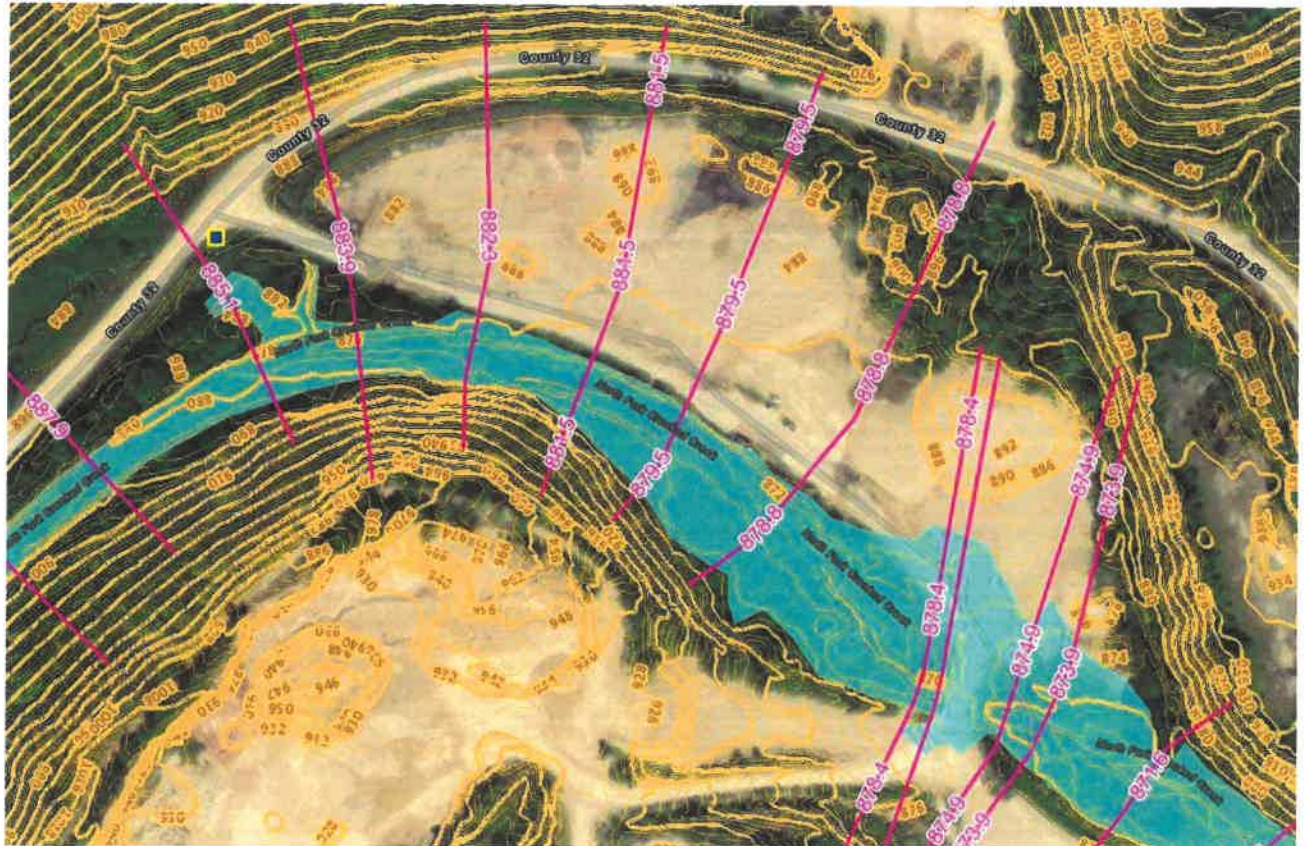


Figure 2. Floodplain in the area of proposed plant.

EVALUATION

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

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

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

Staff Analysis: The County Land Use Plan says to “Encourage the development of a transportation system which properly balances considerations of safety, accessibility, environmental protection and cost” (Section 0100.0510 Subd. 2, Policy 4).

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

Staff Analysis: Scheduled projects on CSAH 1, 4, and 10 have a need for the temporary asphalt plant.

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

Staff Analysis: Standard precautions required by State and Federal Law will be followed. As an added measure, operators receive specialized training for spill response. This quarry operation currently has a berm between the driveway and intermittent stream.

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

Staff Analysis: This use should not impact quantity of water runoff and berms will contain runoff within the existing quarry site.

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

Staff Analysis: N/A

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

Staff Analysis: A Spill Prevention Control Countermeasure Plan is in place and maintained by educated and competent employees. Applicable air quality standards are met as well.

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

Staff Analysis: Proposed routes avoid township roads and city streets, which can be damaged by heavy traffic.

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 within the quarry footprint for this use.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized was not projected to impact traffic a significant amount. This will be a short-term operation. The haul routes identified make use of the most robust roadways available.

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

Staff Analysis: The nearest dwelling is approximately 2,900 feet away. Adjacent properties are quarries, woodland, and cropland. This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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

Staff Analysis: The predominant use in the area is agricultural cropland, which is not anticipated to be affected. In addition, this temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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 identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The measures proposed mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

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: N/A

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: This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within an existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public's health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the county has been conducted as presented and without incident.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Runoff from within the plant footprint shall be contained within the existing quarry floor.
4. Haul routes shall not include Kingston Street in the City of Caledonia.
5. Permit expiration shall be December 31, 2022.

Proposed motion: To grant an interim use permit for a Temporary Bituminous Plan in the agricultural protection district with the five conditions.

Number 2022- IUP- 89007	MATHY CONSTRUCTION CO 090164000 Interim Use Request Submitted by Mathy Construction on 3/7/2022	
-------------------------------------------	------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

INTERIM USE INTRO [Edit] Last updated: 3/7/2022 5:00:34 PM and saved by: Mathy Construction

An Interim 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 7.7 of the ordinance. Interim use permits must specify a termination event or date, and are nontransferable.

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.

Interim Use Application Fee **\$700.00**

Recording Fee **\$46.00**

Application Type:
Interim Use

APPLICANT INFORMATION [Edit] Last updated: 3/7/2022 5:01:39 PM and saved by: Mathy Construction ⁸

Applicant Name	MATHY CONSTRUCTION CO
Telephone Number	6087796348
Address	9635 County Rd. 32
City	Caledonia
Zip	55921
Parcel Tax ID	090164000
Legal Description	SE1/4 SW1/4 EX RR & EX .29A HWY & EX 1.50A DOC 254926; DOC 257647 1
Section-Township-Range	16/102/005
Do you own additional adjacent parcels	Yes

Township of:	Mayville
--------------	-----------------

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

INTERIM USE REQUEST [Edit] Last updated: 3/7/2022 5:03:53 PM and saved by: Mathy Construction

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

Describe in detail your request.

Mathy Construction/ Dunn Blacktop would like to place a temporary portable asphalt plant in Gengler Quarry for local infrastructure project during the 2022 season.

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

Unknown

Requested Dimension:

Typically a plant footprint with stock piles is around 4 acres.

[Gengler Supplemental Information 2022.pdf \(download\)](#)

Please upload any supporting documents:

INTERIM USE FINDING OF FACTS [Edit] Last updated: 3/7/2022 5:09:23 PM and saved by: Mathy Construction

[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: **See attached.**

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

Comments: **The proposed use would provide hot mix asphalt to local infrastructure projects.**

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

Comments: **See attached.**

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

Comments: **See attached.**

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

N/A

Comments:

N/A

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

Yes

Comments:

See attached.

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

Yes

Comments:

See attached.

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

Yes

Comments:

All plant parking and loading will be within the quarry foot print.

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

Yes

Comments:

See attached.

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

Yes

immediate vicinity for the purposes already permitted.

Comments: **See attached.**

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: **See attached.**

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: **Mathy Construction uses odor suppressant in it's asphalt mix. Mathy Construction also uses water to prevent fugitive dust in the plant area.**

N/A

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

Comments: **N/A**

N/A

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: **N/A**

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: **See attached.**

SITE PLAN INFORMATION [Edit] Last updated: 3/7/2022 5:13:54 PM and saved by: Mathy Construction

A site plan MUST accompany all Applications. You can either hand draw your site plan and submit it via scanning and attaching the document, or by using the interactive map below.

There are no attached documents.

Upload Site Plan

Use Interactive Map to Create Site Plan

Layer List:

- NG911 Address Points
- Wells_MWI_Jan_2018
- Contours
- Septic Permit
 - Septic Permits
- Corporate Limits
- Political Townships
- Subdivisions
- Blocks
- Lot Boundaries
- Parcels



APPLICATION SUBMITTAL [Edit] Last updated: 3/7/2022 5:14:39 PM and saved by: Mathy Construction

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

Date Signed:
 03/07/2022

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

Houston County Application – Supplemental Information

1. Map of Proposed Plant Location in Gengler Quarry.



2. The maximum time for operation would be May through July of 2022.
3. The plant would operate Monday through Saturday from 5:00 A.M. to 9:00 P.M.
4. The plant would provide product for the following Houston County projects: Houston County SAP 028-030-008 including CSAH 10 SAP 028-610-023, CSAH 1 SAP 028-610-010 and CSAH 4 SAP 028-604-037. The plant may also provide product to additional projects within the area if more jobs are accepted throughout the coming months.
5. Project Haul Routes Maps: See Attachment 1.
6. All our asphalt plants have air emission testing. See Attachment 2 for emission testing of plant 66. In the event a different plant is mobilized for the project, a plant specific emission test can be provided upon request.

7. Materials and quantities may vary but will approximately match the following:
- Asphalt Cement = 30,000-60,000 gallons,
 - Diesel Fuel = 10,000 gallons,
 - Burning Oil = 15,000 gallons,
 - Tack = 7,500 gallons,
 - Petroleum Lubricants = 55-150 gallons.
 - Aggregate Material
8. All Mathy Construction's asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place. Prevention and reaction to spills are implemented and followed in accordance with the requirements of 40 CFR Part 112, Subparts A and B (April 21, 2020). Mathy Construction ensures that the contents of the SPCC plans are implemented and maintained by well trained, educated and competent employees.

Example of Preventative Measures:

- Inspections of equipment and site are performed to prevent possible spills.
- Best management practices, such as a berm, are implemented to ensure any possible spills stay on site and away from water sources.

Summary of Spill Response:

In the event of a spill, the following emergency response is followed:

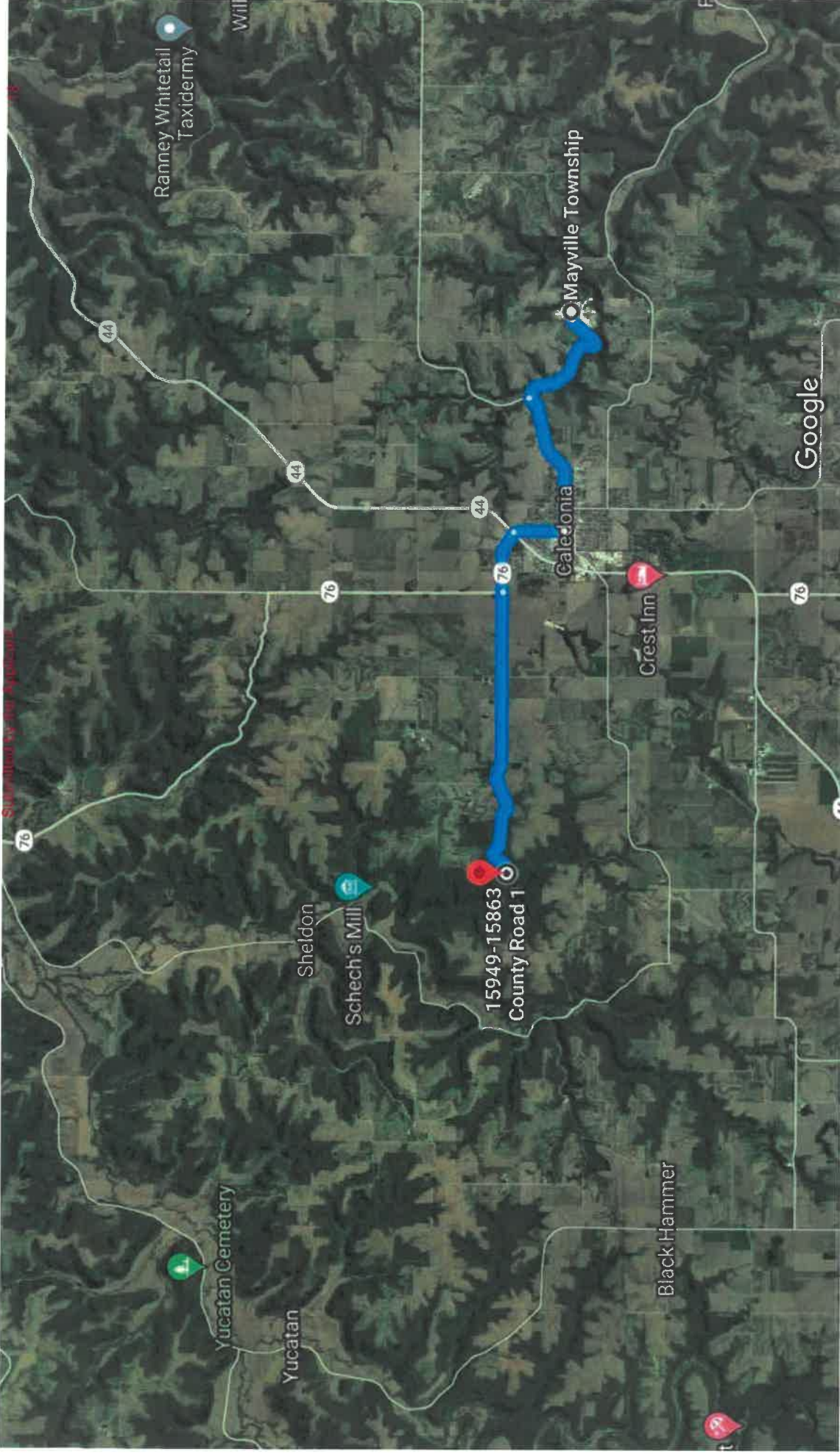
1. Take immediate action to isolate and control the release, as long as response action does not jeopardize the health and/or safety of responders or the public. Mobilize accessible resources and stabilize the situation. Barriers, aggregate/earthen materials and/or adsorbent materials should be used, if necessary, to prevent discharge from reaching storm water conveyance systems or off-site areas.
2. Consult Safety Data Sheets (SDS), when necessary, to evaluate health hazards and fire potential. Contact local fire responders if potential for ignition is a concern.
3. Report any spill to authorized Company officials. Company officials will notify the County Emergency Management, Department of Natural Resources (DNR) personnel, and EPA National Response Center for reportable spills.
4. Continue spill mitigation procedures. Isolate and contain petroleum products through berming, application of absorbent aggregate, petroleum adsorbent padding, or diversion to containment area. Confirm possible control of leak or spill source as soon as practicable.

5. Notify Company officials as soon as the situation is stabilized. Upon approval of the Company or DNR officials, begin excavation/cleaning process.

9. Approximately 6,000 ton of Manufactured Sand from La Crescent Rock Products in La Crescent MN will be hauled to Gengler Quarry as well as approximately 6,000 tons of natural sand from Brueining Rock Products' Iverson Pit south of Dorchester IA for asphalt production. The haul routes for these products can be found in Attachment 3.

ATTACHMENT 1

PROJECT HAUL ROUTES



Mayville Township
Minnesota 55921

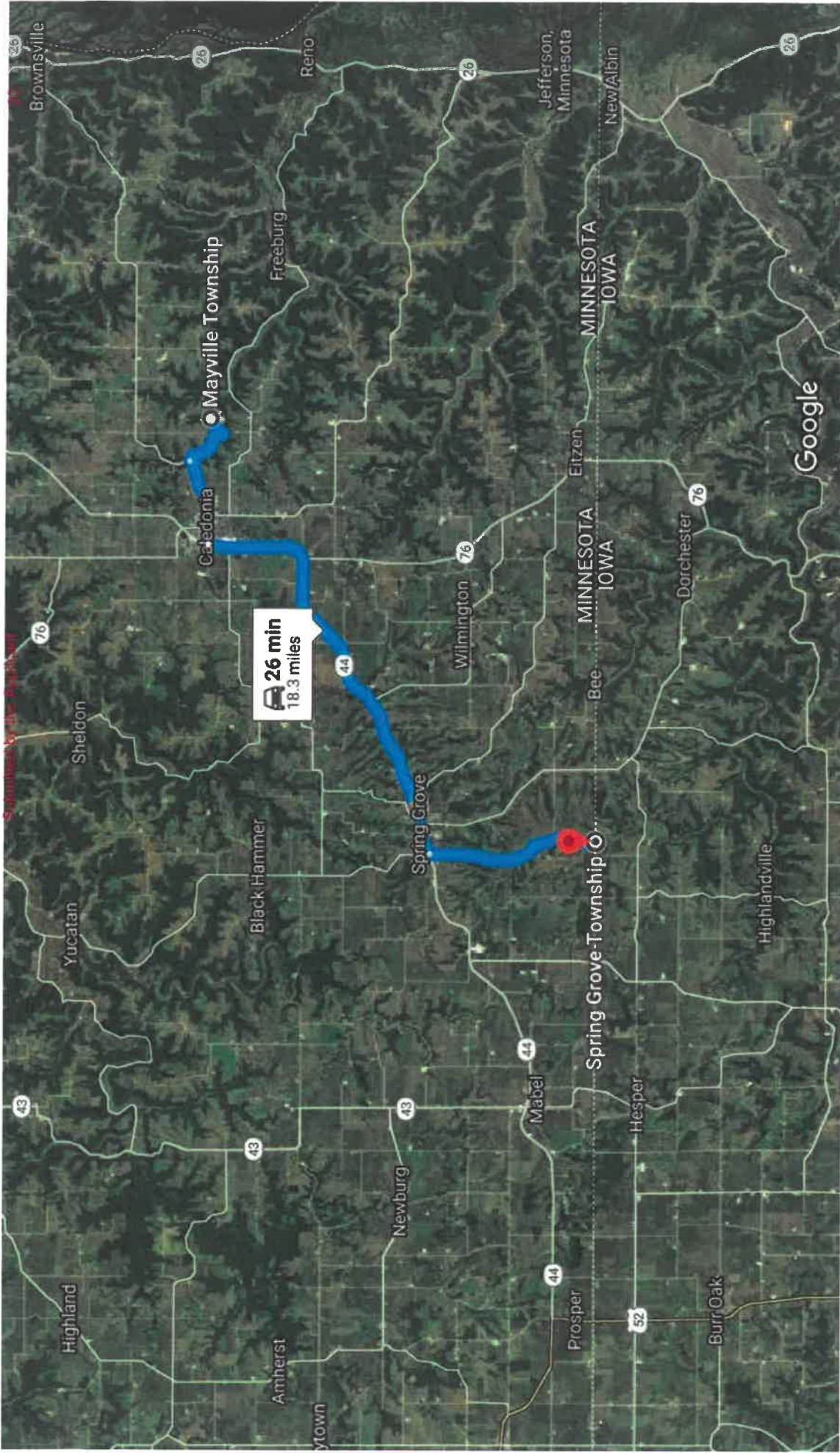
- ↑ 1. Head west toward County Rd 32

0.1 mi

- 2. Turn left onto County Rd 32
1.6 mi
- 3. Turn left onto E Main St
1.7 mi
- 4. Turn right onto N Kingston St
0.6 mi
- 5. Continue onto MN-76 N
0.7 mi
- 6. Continue straight onto County Rd 1
3.5 mi

15949-15863 County Rd 1
Caledonia, MN 55921

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Mayville Township
Minnesota 55921

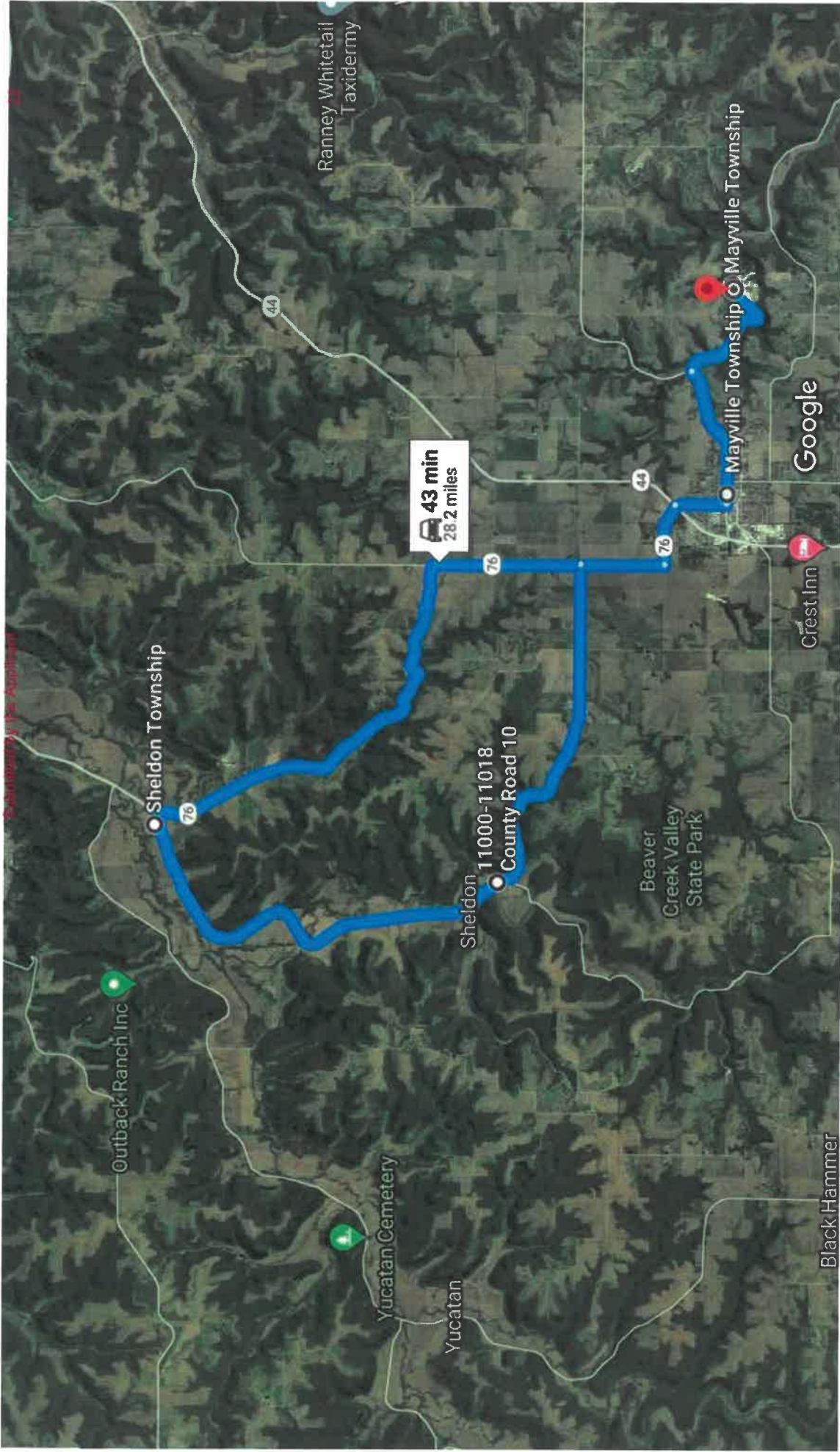
- ↑ 1. Head west toward County Rd 32

0.1 mi

- ← 2. Turn left onto County Rd 32
1.6 mi
- ← 3. Turn left onto E Main St
2.1 mi
- ← 4. Turn left onto MN-44 W/MN-76 S
[i Continue to follow MN-44 W](#)
10.3 mi
- ← 5. Turn left onto Houston County Rd 4
[i Destination will be on the right](#)
4.2 mi

Spring Grove Township
Minnesota

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Mayville Township
Minnesota 55921

- ↑ 1. Head west toward County Rd 32

0.1 mi

- ← 2. Turn left onto County Rd 32
1.6 mi
- ← 3. Turn left onto E Main St
1.7 mi
- ↪ 4. Turn right onto N Kingston St
0.6 mi
- ↑ 5. Continue onto MN-76 N
0.7 mi
- ↪ 6. Turn right to stay on MN-76 N
1.0 mi
- ← 7. Turn left onto County Rd 10
4.3 mi

16 min (10.0 mi)

11000-11018 County Rd 10
Spring Grove, MN 55974

- ↑ 8. Head northwest on County Rd 10 toward Prairie Ridge Rd
 Destination will be on the left
5.4 mi

6 min (5.4 mi)

Sheldon Township
Minnesota

- ↑ 9. Head east on County Rd 10 toward MN-76 S
0.2 mi
- ↪ 10. Turn right onto MN-76 S
8.7 mi

- ↑ 11. Continue straight onto N Kingston St
- ↩ 12. Turn left onto Houston County Rd 249/E Main St 0.6 mi
- 📍 Continue to follow E Main St
- ↪ 13. Turn right onto County Rd 32 1.7 mi
- ↪ 14. Turn right 1.6 mi
- 📍 Destination will be on the left 315 ft

20 min (12.8 mi)

Mayville Township
Minnesota 55921

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

ATTACHMENT 2

EMISSION TESTING

**Compliance Emission Test
Particulate Matter and Visible Emissions
Gencor Drum Mix Asphalt Plant
Mathy Construction Company Plant #66
Winona, Minnesota**

August 3, 1995

Prepared For:

Ms. Tara Koudelka
Environmental Engineer
Mathy Construction Company
P. O. Box 189
Onalaska, WI 54650-0189

Report Number CMXX-95-0446
August 31, 1995

Prepared By:



James Tryba
Project Engineer, Source Testing Program

Braun Intertec Corporation
1345 Northland Drive
Mendota Heights, MN 55120

INTRODUCTION

This report presents the results of a compliance test performed by Braun Intertec Corporation (Braun Intertec) at the Mathy Construction Company Plant #66 asphalt plant located near Winona, Minnesota. The test was performed on August 3, 1995 on the asphalt plant's baghouse exhaust stack. The purpose of the test was to determine the facility's compliance status with the conditions of the Minnesota Pollution Control Agency's (MPCA) permit number 99000228-001.

The Braun Intertec test team consisted of Messrs. James Tryba, Project Engineer, and sampling technicians Duane Hudson and Jayson Olson. Mathy Construction was represented throughout the test period by Ms. Tara Koudelka, Environmental Engineer. A portion of the test proceedings were witnessed by Mr. Marshall Cole, Environmental Engineer for the Minnesota Pollution Control Agency (MPCA).

DESCRIPTION OF TEST PROGRAM

The purpose of the test was to quantify the emissions of particulate matter (PM) and visible emissions (opacity) from the asphalt plant's baghouse exhaust stack. The asphalt plant, manufactured by Gencor Industries, Inc., was a Model 300 Ultradrum counterflow drum mix asphalt plant. The asphalt plant has a rated capacity of 350 ton per hour at 5% aggregate moisture content. The particulate emissions from the asphalt plant were controlled by a Gencor fabric filter baghouse system. The asphalt plant was producing a virgin aggregate hot mix product at the time of testing and was fired by waste oil. Please refer to Appendix A for a detailed operating conditions.

The filterable (front half) and condensible (back half) catches were analyzed in accordance with the appropriate test methods. The facility's compliance status is based solely upon the filterable portions of the samples. Please refer to Table 2 for a summary of the compliance test results.

The test methods utilized in the test program are presented in Table 1. These methods are as referenced in Code of Federal Regulations, Title 40 Part 60 Appendix A.

Table 1: Test Methods

Method #	Purpose
1	Determination of traverse point location, verification of flow conditions
2	Determination of duct velocity and volume flow rate
3	Determination of duct fixed gas content
4	Determination of duct moisture content
5	Determination of filterable particulate matter concentration and emission rate
9	Visual determination of the opacity of emissions
202	Determination of condensible particulate emissions

Mathy Construction Company
 Report No. CMXX-95-0446
 August 31, 1995
 Page 2

TEST RESULTS

The results of the compliance tests are presented in Tables 2, 3 and 4. Table 2 summarizes the particulate emissions. Table 3 summarizes the visible emissions. Table 4 presents the individual test results for the source tested.

Table 2: Particulate Matter Emission Summary

SOURCE TESTED	ALLOWABLE (gr/dscf)	MEASURED (gr/dscf)			
		Average	Run #1	Run #2	Run #3
Asphalt Plant Baghouse	0.04 *	0.0041	0.0049	0.0040	0.0034

* Filterable particulate matter only.

Table 3: Visible Emission Summary

SOURCE TESTED	ALLOWABLE	MEASURED			
		Average	Run #1	Run #2	Run #3
Asphalt Plant Baghouse	20%	0.0%	0.1%	0.0%	0.0%

Mathy Construction Company
 Report No. CMXX-95-0446
 August 31, 1995
 Page 3

Table 4: Individual Run Results - Baghouse Particulate Matter Compliance Test

TEST DATE: August 3, 1994	<u>Run #1</u>	<u>Run #2</u>	<u>Run #3</u>	<u>Average</u>
Sample Period	: 07:25-08:37	9:15-10:22	11:25-12:42	
Total Sampling Time (min)	: 60	60	60	60
PROCESS CONDITIONS				
Average Duct Temperature (°F)	: 291	292	278	287
Average Duct Velocity (ft/s)	: 62.4	55.7	63.1	60.4
Duct Moisture Content (% vol.)	: 37.4	32.6	35.1	35.0
Duct O ₂ Content (%vol. dry)	: 9.6	9.4	9.3	9.4
Duct CO ₂ Content (%vol. dry)	: 8.8	8.9	9.1	8.9
Wet Molecular Weight (g.gmole)	: 25.39	25.95	25.66	25.66
Volume Flow Rate (ACFM)	: 59,500	53,200	60,200	57,633
Volume Flow Rate (SCFM)	: 41,400	36,900	42,600	40,300
Volume Flow Rate (DSCFM)	: 25,900	24,900	27,700	26,166
PRODUCTION DATA				
Process Equipment Operating Parameters -				
Material Usage-				
Virgin Aggregate (ton/hr)	: 310	313	304	309
Asphalt Cement (ton/hr)	: 17.8	17.9	18.1	17.9
Fuel Input (gal/hr)	: 540	540	540	540
Aggregate Moisture Content (%)	: 5.0	4.0	4.9	4.6
Control Equipment Operating Parameters-				
Pressure Drop (in.H ₂ O)	: 3.8	4.0	4.1	4.0
SAMPLE DATA				
Sample Volume (dscf)	: 46.813	42.815	47.113	
PM Collected (mg)				
Filterable	: 14.9	11.1	10.4	12.1
Organic Condensable	: 10.5	4.2	3.4	6.0
Aqueous Condensable	: 6.0	4.9	4.5	5.1
Total	: 31.4	20.2	18.3	23.2
PM Concentration (gr/dscf)				
Filterable	: 0.0049	0.0040	0.0034	0.0041
Organic Condensable	: 0.0020	0.0018	0.0015	0.0018
Aqueous Condensable	: 0.0035	0.0015	0.0011	0.0020
Total	: 0.0104	0.0073	0.0060	0.0079
Isokinetic Variation (%)	: 108.2	102.9	101.9	

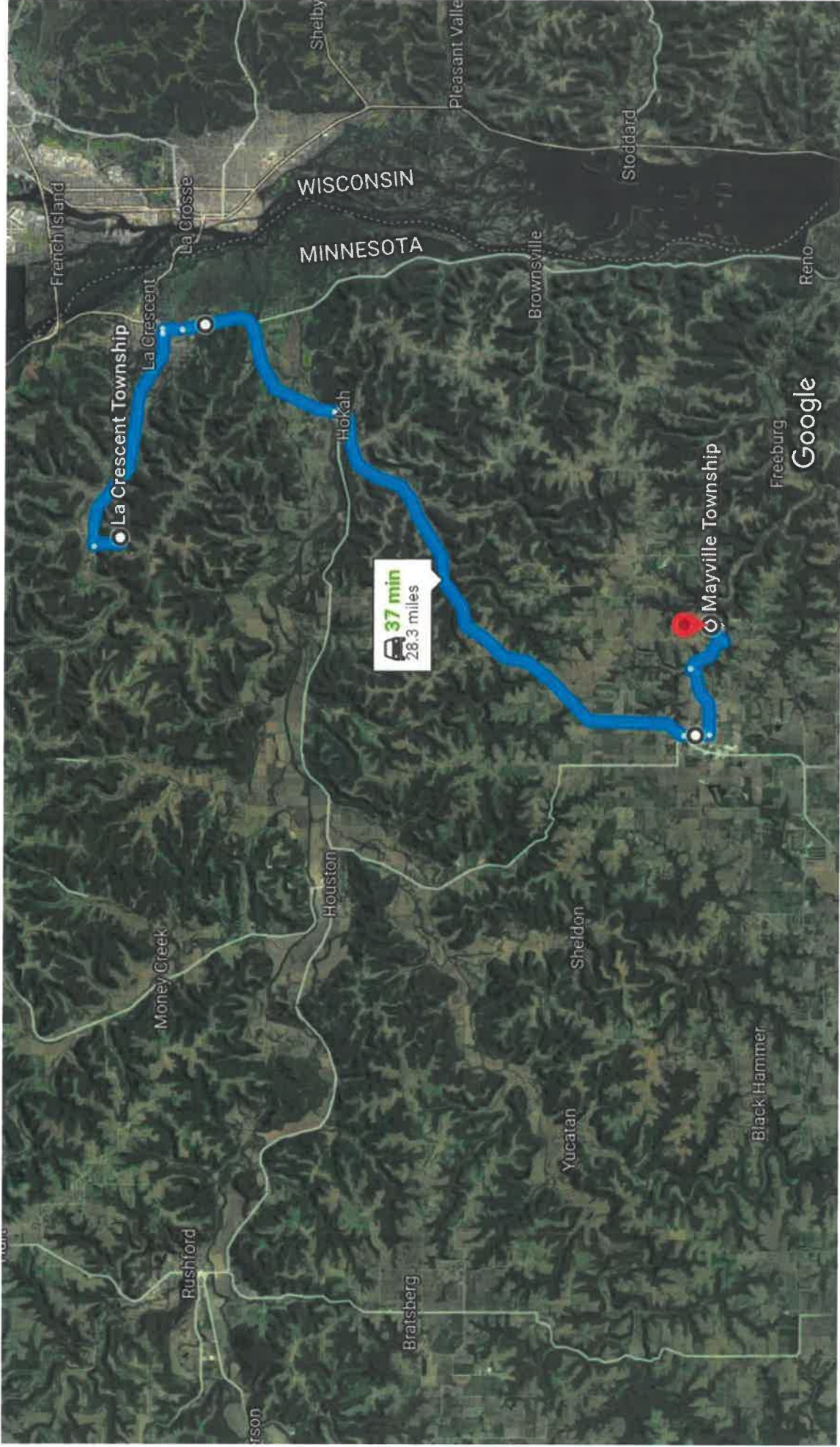
ATTACHMENT 3

INCOMING MATERIAL HAUL ROUTE

La Crescent Township, Minnesota 55947 to Mayville Township, Minnesota 55921

Drive 28.3 miles, 37 min

Haul Route for La Crescent Rock Products sand to Genlger Quarry



- ↑ 1. Head north on T-313 toward County Rd 6
1 min (0.7 mi)

Continue on County Rd 6. Take MN-16 W/Historic Bluff Country Scenic Byway and MN-44 W to County Rd 32 in Mayville Township

- ↗ 2. Turn right onto County Rd 6
33 min (25.9 mi)
- ↑ 3. Continue straight onto S 7th St
5.5 mi
- ↗ 4. Turn right onto S Oak St
0.1 mi
- ↖ 5. Turn left onto S 14th St
0.5 mi
- ↗ 6. Turn right onto MN-16 W/Great River Rd/Historic Bluff Country Scenic Byway
92 ft

 Continue to follow MN-16 W/Historic Bluff Country Scenic Byway

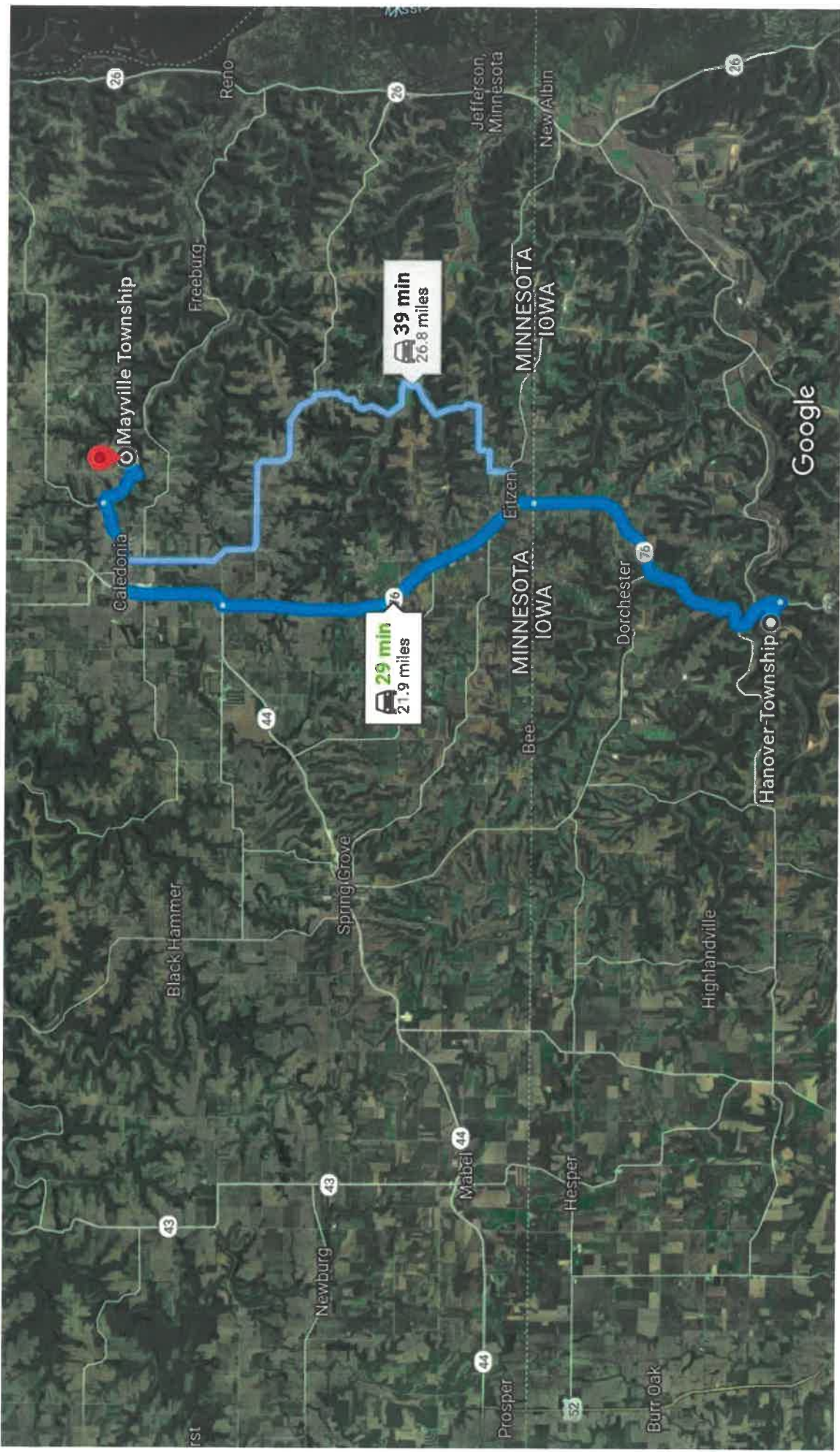
- ↑ 7. Continue straight onto Mill St
4.9 mi
- ↗ 8. Mill St turns slightly right and becomes MN-44 W/Main St
0.2 mi

 Continue to follow MN-44 W

- ↖ 9. Turn left onto N Kingston St
12.4 mi
- ↖ 10. Turn left onto Houston County Rd 249/E Main St
0.6 mi

 Continue to follow E Main St

1.7 mi



- ↑ 1. Head east on Lonnings Dr toward IA-76 S 0.6 mi
- ↩ 2. Turn left onto IA-76 N 7.4 mi
[i Entering Minnesota](#)
- ↑ 3. Continue onto MN-76 N 7.8 mi
- ↷ 4. Turn right onto MN-44 E/MN-76 N 2.4 mi
- ↷ 5. Turn right onto Houston County Rd 249/W Main St
[i Continue to follow W Main St](#)
- ↷ 6. Turn right onto County Rd 32 2.1 mi
- ↷ 7. Turn right
[i Destination will be on the left](#) 1.6 mi
- 0.1 mi

Mayville Township
Minnesota 55921

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Follow County Rd 32 to your destination

3 min (1.7 mi)

➔ 11. Turn right onto County Rd 32

1.6 mi

➔ 12. Turn right

 Destination will be on the left

0.1 mi

Mayville Township
Minnesota 55921

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Amelia Meiners

From: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Sent: Wednesday, April 6, 2022 8:41 AM
To: Amelia Meiners
Subject: RE: Houston Co - Asphalt Plant Approval

***** 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.

Amelia,

For the routes to each job (CR 1, CR 4, and CR 10) I would anticipate 120 loads per day to the project while paving. That would be the time of greatest traffic level. The material routes (from Iowa and La Crescent) would be about 30-40 loads per day. Let me know if you need anything else.

Sam Costigan

Project Manager
Dunn Blacktop Company, a Division of Mathy Const.
Ph: 507-452-4394
Fax: 507-454-1450
Cell: 507-951-2525
Sam.costigan@dunnblacktop.com
EOE including disability/vets

From: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Sent: Tuesday, April 5, 2022 3:51 PM
To: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Subject: RE: Houston Co - Asphalt Plant Approval

This message originated outside the MTS organization. Confirm the sender before clicking any links or opening attachments.

Were you able to gather some information on number of trips per day over each route?

Amelia Meiners

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

From: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Sent: Tuesday, April 5, 2022 12:46 PM
To: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Subject: RE: Houston Co - Asphalt Plant Approval

Amelia Meiners

From: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Sent: Tuesday, April 19, 2022 4:03 PM
To: Amelia Meiners; Sam Costigan
Subject: RE: Houston Co - Asphalt Plant Approval

***** HOUSTON COUNTY SECURITY NOTICE *****
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The county asked us to go all the way through main street and out to 44 and to avoid Kingston, so we will not plan on utilizing Kingston.

Sam

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Date: 4/19/22 3:58 PM (GMT-06:00)
To: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Subject: RE: Houston Co - Asphalt Plant Approval

This message originated outside the MTS organization. Confirm the sender before clicking any links or opening attachments.

Have you talked with the City of Caledonia about utilizing N Kingston Street as a haul route?

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

From: Sam Costigan <Sam.Costigan@dunnblacktop.com>
Sent: Wednesday, April 6, 2022 8:41 AM
To: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Subject: RE: Houston Co - Asphalt Plant Approval

***** HOUSTON COUNTY SECURITY NOTICE *****
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Amelia Meiners

From: Lehman, Nicole (DNR) <nicole.lehman@state.mn.us>
Sent: Monday, April 11, 2022 9:55 AM
To: Martin Herrick
Cc: Amelia Meiners; Snook, Vaughn (DNR); Wagner, Melissa (DNR)
Subject: RE: Gengler Quarry Interim Use Asphalt Plant
Attachments: 2022-04-11MathylUP-89007PortableAsphaltPlant GenglerQuarryApplication.pdf;
2022-04-11MathylUP-89007PortableAsphaltPlant GenglerQuarryRequest.pdf

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

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

Hi Martin,

Is there more information for this application? Do you know if they have berms installed to protect the adjacent trout stream, Crooked Creek?

Is a CUP required for industrial use on a stream with a shoreland classification of tributary to meet the shoreland ordinance? The request while its short-term each season has been re-occurring for quite some time. Where is the operation set up in the quarry?

Thanks

Nicole E. Lehman
Area Hydrologist | Ecological and Water Resources Division

Minnesota Department of Natural Resources
2118 Campus Dr. SE, Suite 100
Rochester, Minnesota 55904
Phone: 507-206-2854
Email: nicole.lehman@state.mn.us
mndnr.gov

 **DEPARTMENT OF
NATURAL RESOURCES**



From: martin.herrick@co.houston.mn.us <martin.herrick@co.houston.mn.us>
Sent: Monday, April 11, 2022 9:17 AM
To: Lehman, Nicole (DNR) <nicole.lehman@state.mn.us>
Subject: Interim Use Notice for Public Meeting

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.

Notice of Public Hearing. A hearing on an Interim Use request will be held at 6:30 PM on 4/28/2022 at the Houston County Courthouse.

Applicant: MATHY CONSTRUCTION CO:

Parcel ID: 090164000

The purpose of the hearing is to consider a request for: Mathy Construction/Dunn Blacktop would like to place a temporary portable asphalt plant in Gengler Quarry for local infrastructure project during the 2022 season.

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

Martin Herrick

Number: [2022-IUP-89007](#)
Project: Interim Use Request
Description: MATHY CONSTRUCTION CO | 090164000 |
Created On: 3/7/2022

[View this application](#)

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: *Mathy Construction Company* DATE: *April 28, 2022*
I.U.P. REQUESTED: *To operate a temporary bituminous plant in the agricultural district.*

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

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

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

Staff Analysis: The County Land Use Plan says to “Encourage the development of a transportation system which properly balances considerations of safety, accessibility, environmental protection and cost” (Section 0100.0510 Subd. 2, Policy 4).

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Scheduled projects on CSAH 1, 4, and 10 have a need for the temporary asphalt plant.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Standard precautions required by State and Federal Law will be followed. As an added measure, operators receive specialized training for spill response. This quarry operation currently has a berm between the driveway and intermittent stream.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: This use should not impact quantity of water runoff and berms will contain runoff within the existing quarry site.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

Staff Analysis: A Spill Prevention Control Countermeasure Plan is in place and maintained by educated and competent employees. Applicable air quality standards are met as well.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Proposed routes avoid township roads and city streets, which can be damaged by heavy traffic.

Board agreed to the finding by a unanimous vote.

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 within the quarry footprint for this use.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized was not projected to impact traffic a significant amount. This will be a short-term operation. The haul routes identified make use of the most robust roadways available.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The nearest dwelling is approximately 2,900 feet away. Adjacent properties are quarries, woodland, and cropland. This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The predominant use in the area is agricultural cropland, which is not anticipated to be affected. In addition, this temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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 identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The measures proposed mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

Board agreed to the finding by a unanimous vote.

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: N/A

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: This temporary facility should not have an impact greater than the operating quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within an existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public's health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the county has been conducted as presented and without incident.

Board agreed to the finding by a unanimous vote.

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

Greg Myhre made the motion to recommend the Houston County Board approve the Interim Use application for a Temporary Bituminous Plant in the agricultural district with the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Runoff from within the plant footprint shall be contained within the existing quarry floor.
4. Haul routes shall not include Kingston Street in the City of Caledonia or Oak Street in the City of La Crescent.
5. Permit expiration shall be December 31, 2022.
6. Permit shall not be issued until a Conditional Use Permit for industrial use in a shoreland district has been approved by the Board of Commissioners.

Rich Schild seconded. Roll call vote was taken. All were in favor. Motion carried.

**HOUSTON COUNTY
PLANNING COMMISSION AND
BOARD OF ADJUSTMENT
Thursday, May 19, 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 April 28, 2022

CONDITIONAL USE HEARING:

5:00 pm ***Mathy Construction Company – Mayville Township***
Interim Use Permit for a temporary Bituminous Plant in the shoreland district (22.4
Subdivision 2(4)).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Patrick Paulino of Mathy Construction Company, 920 10th Avenue N., Onalaska, WI 54650 for a Conditional Use Permit for a temporary bituminous plant and mineral extraction in a shoreland district (Section 22 – 22.4, Subdivision 2, Subsection 4) in Mayville Township on following premises, to-wit:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 16, Township 102, Range 5, Houston County, Minnesota. (Parcel #09.0164.000)

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, May 19, 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, May 10, 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: May 4, 2022



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 5/10/2022

Application Date: 4/22/22
Hearing Date: 5/19/2022
Petitioner: Mathy Construction Co.
Reviewer: Amelia Meiners
Zoning: Shoreland Overlay District
Address: 9635 County 32
Township: Mayville
Parcel Number: 090164000
Submitted Materials: CUP Application, Supplemental information

OVERVIEW

REQUEST

The Petitioner requests a Conditional Use Permit (CUP) to set up and operate a bituminous plant as an industrial use in the Gengler Quarry in Mayville Township. This request is specific only to activities taking place within the shoreland overlay district; there will be no change to their CUP for mineral extraction in the agricultural protection district. An interim use permit for the temporary bituminous plant was reviewed in April.

SUMMARY OF NOTEWORTHY TOPICS

The bituminous plant will produce asphalt for the CSAH 1, 4, and 10 projects in 2022, but this location is utilized every few years as needed. The bituminous projects generally operate for only a few months further authorized by interim permits that expire at the end of the respective years. These plants are set up in the existing rock quarry. There is no active quarrying within the shoreland overlay district of the Gengler Quarry, but it appears to be utilized for stockpiling material. The public hearing was advertised for both industrial use and mineral extraction as a safeguard, but staff recommend only making a decision on the industrial use. Sufficient application information was not provided to meet the minimum ordinance standards for mineral extraction and at a minimum, the applicants only need the CUP for the industrial use to operate the bituminous plant.

The Houston County Zoning Ordinance (HCZO) defines shoreland as:

- (39) *Shoreland* - "Shoreland" means land located within the following distances from public waters:
- (a) 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and
 - (b) 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater.

Public waters are designated by the MN Department of Natural Resources (DNR) as defined in Minnesota Statutes, Section 103G.005, Subd. 15, 15a.

In November of 2018, a HCZO update was finalized which primarily included updates to the shoreland and floodplain districts. It is the understanding of staff that many of the requirements adopted at that time actually are a reflection of Minnesota Rule and the DNR was making an effort for all local codes to accurately reflect Rule to ensure regulations are applied consistently statewide. The shoreland district's purpose is *to identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality* (HCZO 22.4 subd. 2 (1)).

A temporary asphalt plant is considered an industrial use within the shoreland district and this section of Crooked Creek is classified as tributary by the DNR. As you can see in the table below, industrial use and mineral extraction are both considered conditional uses.

(23) Industrial use - The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

(19) Mineral extraction - The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, soil, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51. Excavation for the purposes of residential, commercial, or industrial development or land alterations for agricultural purposes shall not be considered mineral extraction.

22.4 SHORELAND CLASSIFICATION SYSTEM AND LAND USES

Subdivision 2. Land uses.

(2) Shoreland district land uses listed in Sections 22.4 subd. 2 (3) and 22.4 subd. 2 (4) are regulated as:

(a) Permitted uses (P). These uses are allowed with a zoning permit, provided all standards in this ordinance are followed;

(b) Conditional uses (C). These uses are allowed through a conditional use permit. The use must be evaluated according to the criteria in Section 3.6 of this Section and Section 6 of this ordinance and any additional conditions listed in this ordinance; and

(c) Not permitted uses (N). These uses are prohibited.

(4) Land uses for river and stream classifications:

Land Uses	Remote	Forested	Transition	Agriculture	Urban	Tributary
Single residential	P	P	P	P	P	P
Duplex, triplex, quad residential	C	P	P	P	P	P
Residential PUD	C	C	C	C	C	C
Water-dependent commercial - As accessory to a residential planned unit development	C	C	C	C	C	C
Commercial	C	C	C	C	P	P
Commercial PUD - Limited expansion of a commercial PUDs involving up to six additional dwelling units or sites may be allowed as a permitted use provided the provisions of Section 22.10 of this ordinance are satisfied.	C	C	C	C	C	C
Parks & historic sites	C	C	C	C	C	C
Public, semipublic	C	C	C	C	P	P
Industrial	N	C	N	N	C	C
Agricultural: cropland and pasture	P	P	P	P	P	P
Agricultural feedlots - New	N	N	N	N	N	N
Agricultural feedlots - Expansion or resumption of existing	C	C	C	C	C	C
Forest management	P	P	P	P	P	P
Forest land conversion	C	C	C	C	C	C
Mineral Extraction	C	C	C	C	C	C
Mining of metallic minerals and peat	P	P	P	P	P	P
Guest cottages	N	N	N	N	N	N

The HCZO requires the following specifically of conditional use proposals within shoreland:

22.3 Administration

Subdivision 6. Conditional uses. *All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:*

- (1) The prevention of soil erosion or other possible pollution of public waters, both during and after construction;*
- (2) The visibility of structures and other facilities as viewed from public waters is limited;*
- (3) There is adequate water supply and on-site sewage treatment; and*
- (4) The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.*

Mathy Construction has an MPCA Stormwater Pollution Prevention Plan (SWPPP) for this site to address the prevention of soil erosion and pollution of public waters. This section of Crooked Creek does not see watercraft usage, however there is an active fishing easement (see Fig. 1) running through the quarry. All water is hauled to the site and there is no on-site sewage treatment. The scale house is the only permanent type structure present and lies within the 100-foot setback distance, but is considered a non-conforming use (see citation below). No new structures are proposed, but plant equipment must also meet the setback requirement.

22.3 Subd 8. Nonconformities.

(1) All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Sections 394.36 Subd. 5 and Section 9 of the Houston County Zoning ordinance.

(2) All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, and other requirements of Sections 22.5 to 22.8 of this ordinance. Any deviation from these requirements must be authorized by a variance.

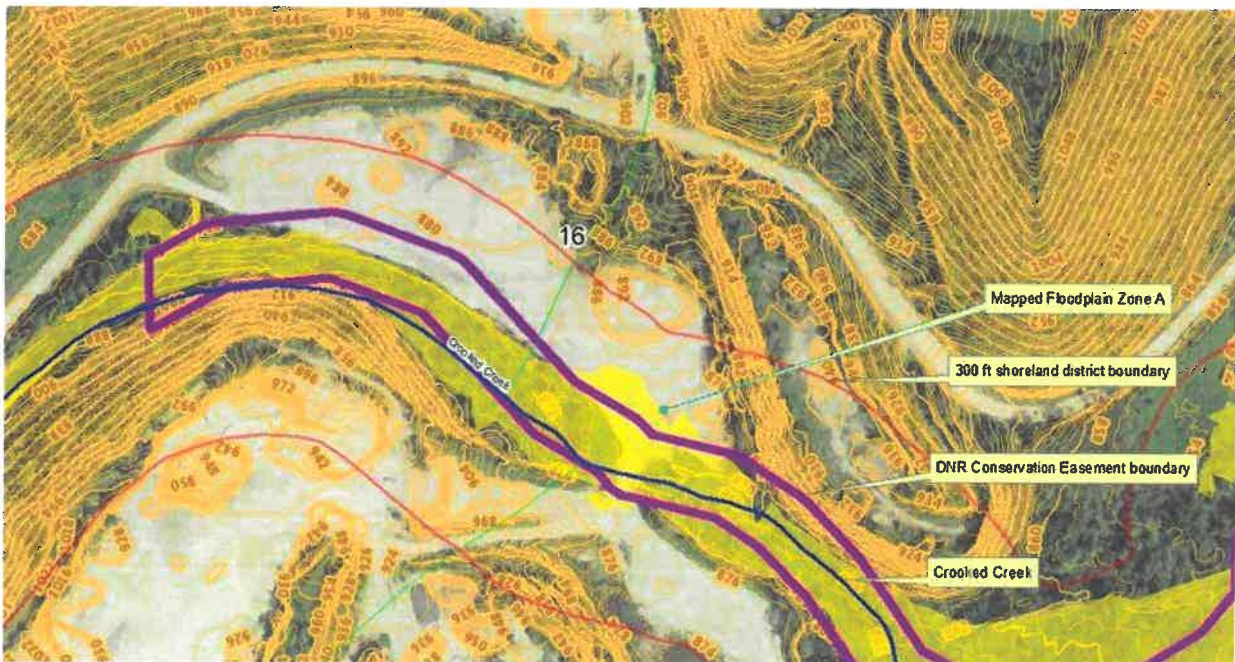


Figure 1. Site plan.

Bituminous plants require locations for stockpiling materials and to place equipment. While the applicants will identify the general plans for locating stockpiles and equipment for this particular asphalt plant, it should be understood that different plants may require different set ups. Mathy Construction feels the 100-foot

setback is achievable for future operations. It is proposed that County Staff will administratively review and approve any proposed equipment location changes during future interim or building permits to ensure shoreland and floodplain regulations are met.

The HCZO requires the following for vegetation management and stormwater management:

22.8 VEGETATION AND LAND ALTERATIONS

Subdivision 1. Purpose. *Alterations of vegetation and topography are regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, sustain water quality, and protect fish and wildlife habitat.*

Subdivision 2. Vegetation Management

(1) Removal or alteration of vegetation must comply with the provisions of this subsection except for:

- (a) Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities;*
- (b) The construction of public roads and parking areas if consistent with Section 22.7 subd. 1 of this ordinance;*
- (c) Forest management uses consistent with Section 22.5 subd. 3 of this ordinance; and*
- (d) Agricultural uses consistent with Section 22.5 subd. 2 of this ordinance.*

(2) Intensive vegetation clearing in the shore and bluff impact zones and on steep slopes is prohibited. Intensive clearing outside of these areas is allowed if consistent with the forest management standards in Section 22.5 subd. 3 of this ordinance.

(3) Limited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on steep slopes is allowed to provide a view to the water from the principal dwelling and to accommodate the placement of stairways and landings, picnic areas, access paths, livestock watering areas, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

- (a) The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced;*
- (b) Existing shading of water surfaces along rivers is preserved;*
- (c) Cutting debris or slash shall be scattered and not mounded on the ground; and*
- (d) Perennial ground cover is retained.*

(4) Removal of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is allowed without a permit.

(5) Fertilizer and pesticide runoff into surface waters must be minimized through use of vegetation, topography or both.

Subdivision 4. Stormwater Management.

(1) General Standards:

- (a) When possible, existing natural drainage ways, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.*
- (b) Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized as soon as possible and appropriate facilities or methods used to retain sediment on the site.*
- (c) When development density, topography, soils, and vegetation are not sufficient to adequately handle stormwater runoff, constructed facilities such as settling basins, skimming devices, dikes, waterways, ponds and infiltration may be used. Preference must be given to surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.*

(2) Specific Standards:

- (a) Impervious surfaces of lots must not exceed 25 percent of the lot area.*
- (b) When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office*

technical guide of the local soil and water conservation district or the Minnesota Stormwater Manual, as applicable.

(c) New constructed stormwater outfalls to public waters must be consistent with Minnesota Rules, part 6115.0231.

Mathy Construction identifies that all best management practices to manage stormwater from the bituminous plant will be utilized. A berm currently exists between the access road and stream and other berms/barriers will be used to manage storm water from the plant. A culvert runs under the quarry floor directing flow from the incoming intermittent stream from the north. There is no proposal to remove or alter existing vegetation along the stream.

Remember that the following materials will be kept on site for the current proposal (approximate):

- Asphalt cement 30,000-60,000 gallons
- Diesel Fuel 10,000 gallons
- Burning Oil 15,000 gallons
- Tack 7,500 gallons
- Petroleum Lubricants 55-150 gallons
- Aggregate Material

The applicant has a Spill Prevention Control Countermeasure Plan in place in accordance with 40 CFR part 112, Subparts A and B. In addition, emissions testing is completed on all plants and documentation was provided to show this plant meets MPCA standards.

Similar plants were operated out of this location in 2016 and 2019. To the knowledge of current staff, no complaints were received regarding those operations.

Additional details in regards to floodplain will be discussed at the hearing.

The DNR has requested additional information from the applicants (see comments) and it may be the position of the Planning Commission that until adequate information has been provided a decision cannot be made.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Mayville Township and the ten nearest property owners were notified. Comments were received from the DNR and are included in the packet.

SITE CHARACTERISTICS

The Gengler Quarry is approximately 55 acres in size. The site is accessed via County Road 32.

There are three intermittent streams in the proximity of the proposed plant. Crooked Creek splits the quarry area and is a listed public water, which designates this area as shoreland. The shoreland district extends 300 feet the stream or the landward extent of floodplain. In addition, two unnamed tributaries conjoin with Crooked Creek in this vicinity. There currently is a berm between the access road and intermittent stream and a culvert directs the flow from the intermittent stream entering from the north under the quarry surface.

There is floodplain and wetland along Crooked Creek.

EVALUATION

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

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

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

Staff Analysis: The County Land Use Plan says to “Encourage the development of a transportation system which properly balances considerations of safety, accessibility, environmental protection and cost” (Section 0100.0510 Subd. 2, Policy 4).

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

Staff Analysis: Mathy utilizes the Gengler Quarry every few years as a temporary asphalt plant to complete local infrastructure projects. The location that has historically been used is within the shoreland overlay district.

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

Staff Analysis: Mathy Construction asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place in accordance with 40 CFR and a Stormwater Pollution Prevention Plans (SWPPP) on file with the MPCA. Standard precautions required by State and Federal Law will be followed and operators receive specialized training for spill response. Berms and barriers and various forms of filtration will be used to manage storm water from the asphalt plant area. In addition, regular stream monitoring takes place due to the stream easement and has not identified major non-compliance.

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

Staff Analysis: This use should not affect quantity of water runoff and berms will contain runoff within the existing quarry site.

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

Staff Analysis: N/A

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

Staff Analysis: All water that hits the quarry floor is contained within the quarry. Storm water pollutions prevention plans have been filed for this site to prevent nonpoint source pollution.

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

Staff Analysis: Portable sanitary facilities and dumpsters for solid waste are used and serviced as needed for the duration of the project. This proposal does not include constructing new access roads. The existing access road is considered non-conforming and cannot be modified without meeting new floodplain and shoreland standards. Equipment is required to meet necessary setbacks and floodplain requirements.

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 within the quarry footprint for this use. Floodplain elevation requirements and shoreland setback requirements need to be achieved.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized is not projected to impact traffic a significant amount. No new access roads will be constructed with this proposal and the existing roads are considered non-conforming.

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

Staff Analysis: The proposed use will not be more intrusive than the underlying use of the property. There is a DNR Aquatic Management Area Conservation Easement running through the quarry and the purpose of the shoreland district is to protect the environment and water quality. As discussed previously, current SPCC and SWPPPs in place for the underlying operation will also address concerns that may be injurious to this water resource.

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 underlying operation is an aggregate quarry within the agricultural protection district. There is no proposed change to that operation. This CUP is for temporary bituminous operations to be placed within the shoreland overlay district that function out of this site every few years. The establishment of this CUP will not change the underlying operation and will allow the continued operation of a temporary use that has historically been allowed in this location.

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 identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The measures proposed mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

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: N/A

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: This temporary facility should not have an impact greater than the operating aggregate quarry in which it will be housed.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within an existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public's health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the county has been conducted as presented and without incident.

RECOMMENDATION

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

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. *Runoff from within the plant footprint shall be contained within the existing quarry floor.*
4. *Staff shall review and approve changes to proposed equipment placement during future permit reviews to ensure shoreland setbacks and regulations are met.*

Proposed motion: To recommend approval of the Conditional Use Permit for a Temporary Bituminous Plan as an industrial use in the shoreland district with the *four* conditions.

Number 2022- CUP- 90950	MATHY CONSTRUCTION CO 090164000 Conditional Use Request Submitted by Mathy Construction on 4/22/2022	
-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

CONDITIONAL USE INTRO [\[Edit\]](#) Last updated: 4/22/2022 5:21:00 PM and saved by: Mathy Construction

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: 4/22/2022 5:23:22 PM and saved by: Mathy Construction

Applicant Name **MATHY CONSTRUCTION CO**

Telephone Number **608-7796348**

Address **9635 COUNTY 32**

City **CALEDONIA**

Zip **55921**

Parcel Tax ID **090164000**

Legal Description **SE1/4 SW1/4 EX RR & EX .29A HWY & EX 1.50A DOC
254926; DOC 257647 1**

Section-Township-Range **16/102/005**

Do you own additional adjacent parcels **Yes**

Township of: **Mayville**

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

Township Contacts

CONDITIONAL USE REQUEST [Edit] Last updated: 4/22/2022 5:28:27 PM and saved by: Mathy Construction

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

Describe in detail your request. **Mathy Construction Company would like to place a temporary portable asphalt plant in what is know as the**

Gengler quarry to produce hot mix asphalt for nearby infrastructure projects.

Submitted by Applicant

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

Section 22 - Shoreland Zoning District

Requested Dimension:

There are no attached documents.

**Please upload any
supporting documents:**

CONDITIONAL USE FINDING OF FACTS [Edit] Last updated: 4/22/2022 5:36:07 PM and saved by: Mathy Construction

[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:

Since an existing site at the quarry property will be utilized, there will be very little noticeable change to the existing landscape. Any waste materials produced will be cleaned up and utilized in the quarry reclamation.

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

Yes

Comments:

The purpose of placing a portable asphalt plant in this location is to provide hot mix asphalt to nearby infrastructure projects.

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

Yes

Comments:

All Mathy Construction's asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place. Prevention and reaction to spills are implemented and followed in accordance with the requirements of 40 CFR

Part 112, Subparts A and B (April 21, 2020). Mathy Construction ensures that the contents of the SPCC plans are implemented and maintained by well trained, educated and competent employees. Example of Preventative Measures: • Inspections of equipment and site are performed to prevent possible spills. • Best management practices, such as a berm, are implemented to ensure any possible spills stay on site and away from water sources. Summary of Spill Response: In the event of a spill, the following emergency response is followed: 1. Take immediate action to isolate and control the release, as long as response action does not jeopardize the health and/or safety of responders or the public. Mobilize accessible resources and stabilize the situation. Barriers, aggregate/earthen materials and/or adsorbent materials should be used, if necessary, to prevent discharge from reaching storm water conveyance systems or off-site areas. 2. Consult Safety Data Sheets (SDS), when necessary, to evaluate health hazards and fire potential. Contact local fire responders if potential for ignition is a concern. 3. Report any spill to authorized Company officials. Company officials will notify the County Emergency Management, Department of Natural Resources (DNR) personnel, and EPA National Response Center for reportable spills. 4. Continue spill mitigation procedures. Isolate and contain petroleum products through berming, application of absorbent aggregate, petroleum adsorbent padding, or diversion to containment area. Confirm possible control of leak or spill source as soon as practicable.

Yes

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

Comments:

The proposed asphalt plant will not increase water runoff at the proposed site.

Yes

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

Comments:

The location the asphalt plant is a limestone quarry floor.

Yes

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

Comments:

All of our asphalt plants have air emission testing performed and have applicable DNR air and water permits. (See question 3 answer for details on spill prevention).

Yes

7. That adequate utilities, access roads,

drainage and other necessary facilities have been or are being provided.

Comments:

Portable sanitary facilities and dumpsters for solid waste disposal will be present at the plant. Both will be serviced as needed for the duration of the project.

N/A

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:

NA

Yes

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

Comments:

During hours of operation, there will be truck traffic in and out of the site. Truck Hauling signs and speed limit signs will be installed and strictly enforced.

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 proposed plant location is fairly remote and within a limestone quarry. Given that the plant is temporary and portable, there is little to no affect on the property itself

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:

See answer in question 10.

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:

Dust will be controlled using water trucks and chemical treatments when warranted. Noise produced at modern day asphalt plants is relatively low, with the most noticeable being backup alarms on equipment. Odor of freshly produced asphalt will be naturalized using chemical additives.

N/A

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

Comments:

NA

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:

Current site is an aggregate quarry and the asphalt plant will operate with in the quarry footprint.

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:

Mathy construction follows all required local, state and federal rules and regulations that help protect the public's health, safety, morals and general welfare.

SITE PLAN INFORMATION [Edit] Last updated: 4/22/2022 5:41:44 PM and saved by: Mathy Construction

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

There are no attached documents.

Upload Site Plan

Use Interactive Map to Create Site Plan

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

The "Area 1" is the primary location of where we would like to place the temporary portable asphalt plant. In the future, other parts of the quarry may be considered.

APPLICATION SUBMITTAL [Edit] Submitted by Applicant 16
Last updated: 4/22/2022 5:44:42 PM and saved by: Mathy
Construction

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

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

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

Signature



Date Signed:
04/22/2022

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

Houston County – Conditional Use Permit (CUP) Supplemental Information**CUP for a Portable Asphalt Plant to be located within the shoreland in Gengler Quarry****Date: 5/10/2022**

Answers to the following questions:

Can you provide information on stormwater management in that area and identify that all equipment will be placed at least 100' from the streambank? Will you be doing any vegetation management along the stream?

Regarding the 100' setback, the portable asphalt plant machinery can be placed at least 100' from the stream bank.

Regarding stormwater management from the asphalt plant, all our portable asphalt plants use Best Management Practices (BMPs) to manage stormwater associated with the asphalt plant area. Berms/barriers and various forms of filtration will be used to manage storm water from the asphalt plant area at this site. Also, all our asphalt plants have required MPCA storm water permits and follow all permit conditions.

Vegetation along the stream should not be impacted.

Answers to the following questions are below:

It would be nice to know where stockpiles will be placed at the site and the asphalt equipment? Does the equipment meet the shoreland structure setback of 100ft? There is a culvert that outlets from the tributary in the mine, where is the culvert inlet? See the attached photo of the culvert near the red x on the map below. How are the stockpiles and material on the quarry floor prevented from comingling with stormwater and entering the green line (trout stream tributary) and eventually Crooked Creek (blue line) from entering the trout stream?

The stockpiles and asphalt plant will be located somewhere within the red boundary line submitted with the permit application (Except for necessary structure/machinery setbacks). The setback distance requirement is answered in the questions above.

Regarding the culvert inlet:

The culvert inlet is located on the North portion of the site and is protected from site stormwater by a barrier and the grade of the site. The water that flows to this culvert and ultimately to the creek is from the areas North of it (County Road 32, land to the North, etc).

Amelia Meiners

From: Brian Pogodzinski
Sent: Tuesday, May 3, 2022 8:07 AM
To: Amy Sylling
Cc: Martin Herrick
Subject: RE: Houston County Public Hearing Notice 5-19-22

Thanks Amy. The Houston County Highway Department supports approving the temporary bituminous plant as submitted off CSAH 32. This location has been used for bituminous plants numerous times in the past without any major issues.

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

From: Amy Sylling <Amy.Sylling@co.houston.mn.us>
Sent: Monday, May 2, 2022 10:03 AM
To: Samuel Jandt <Samuel.Jandt@co.houston.mn.us>; Brian Pogodzinski <Brian.Pogodzinski@co.houston.mn.us>
Subject: Houston County Public Hearing Notice 5-19-22

Any questions can be directed to Martin Herrick.

Have a great day,

Amy Sylling
Houston County Environmental Services
304 South Marshall – RM 209
Caledonia, MN 55921
507-725-5800

Amelia Meiners

From: Lehman, Nicole (DNR) <nicole.lehman@state.mn.us>
Sent: Wednesday, May 11, 2022 12:15 PM
To: Martin Herrick; Amelia Meiners
Cc: Wagner, Melissa (DNR); Snook, Vaughn (DNR); Speltz, Steven (MPCA); Strauss, Ceil C (DNR); Gleason, John (DNR)
Subject: RE: CUP Notice Mathy/Gengler Quarry Asphalt Plant Mayville Twp (T102N, R5W) Section 16
Attachments: NFCrooked Quarry Gengler 20220425 03.jpg; DNR Conservation Easement Doc 112790.pdf; DNR-LFEO Map Floodplain Elevations.pdf; 2022-05-10 Mathy CUP Application.pdf; OverviewMap.JPG

***** 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 Martin and Amelia,
 When are the comments due for the CUP application?

DNR offers the following comments on the CUP application for Mathy Construction Company's temporary portable asphalt plant at the Gengler quarry to produce hot mix asphalt for nearby infrastructure projects:

Shoreland

The asphalt plant is located within the 300 ft shoreland district. The shoreland district extends 300 ft from the ordinary high water level from Crooked Creek (see Overview Map) . For this site, the shoreland district extends beyond the mapped floodplain. Since Crooked Creek is a designated trout stream/public water the shoreland classification is tributary and structure setbacks are 100 ft (no sewer). The shoreland impact zone (SIZ) is 50% the structure setback from the ordinary high water level (50ft) and placement of new roads, equipment and other structures is prohibited.

Floodplain

For regulatory purposes, while most of the site is outside the mapped floodplain area (Zone A) portions of the former quarry floor where the asphalt plant will be located may be below the Regulatory Flood Protection Elevation (RFPE) based on review of LIDAR data. For planning and zoning purposes structures placed below the below the RFPE are subject to floodplain requirements (see Overview Map). The main considerations are:

- Elevations of structures; Section 211.11, Subd. 2(4)(b) of the Houston Co Zoning Ordinance. Recommend verifying the elevations of the existing quarry floor in relation to the mapped floodplain elevations.
- Structures are adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including effects of buoyancy and resistant to flood damage, minimize flood damages, and electrical is properly elevated (Section 21.4 Subd. 2(1-4))
- Consideration of that the storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited. (Section 21.4 Subd. 2(6))

- Section 21.11, Subd. 4(3) of the Houston Co Zoning Ordinance notes additional conditions may be attached to the CUP that include:
 - (a) Limitations on period of use, occupancy, and operation.
 - (b) Impositions of operational controls, sureties, and deed restrictions.
 - (c) Requirements for construction of channel modifications, compensatory, storage, dikes, levees, and other protective measures.

Site Plan

We didn't see a plan associated with the application as required in Section 21.11, Subd. 2(1) (a-d) of the Houston Co Zoning Ordinance. We recommend a plan is prepared documenting the following information:

1. Shoreland and floodplain boundaries
2. There is a DNR Aquatic Management Area Conservation Easement that prohibits dumping of any material, which extend into the proposed asphalt plant/quarry (see attached easement document). Please include the easement boundary on your plan.
3. Structure setbacks
4. Shoreland impact zone boundary
5. Spot elevations of the quarry floor where material will be stockpiles and equipment placed
6. A diagram/map that conveys the runoff/discharge flow locations and discharge points from the quarry. For instance, when it rains are there any pre-treatment basins required per the MPCA permit or where does the water flow or discharge to the stream?
7. What are the details of the culvert, location, length, position etc.?
8. The location of temporary stockpile storage areas with estimate of volume of material to be stored
9. The location of temporary equipment meeting structure setbacks and other haul roads or operational features
10. Bituminous products (asphalt concrete) contain petroleum products that may be harmful to aquatic organisms and fish. A DNR Fisheries survey from 2016 shows there are brown and brook trout present in the stream that are sensitive to changes in water chemistry and water temperature.
 - a. Are there adequate berms proposed to protect the asphalt stockpiles from discharging into the trout stream?
 - b. It does look like stockpiles are placed west of the drainage swale that passes through the quarry via a culvert and to the east of the drainage swale. Is there a summary of where erosion control measures, long-term BMPs such as berms are located to prevent the quarry floor and stockpiled material from discharging to the trout stream?

The DNR recommends berms or other protective measures are added as a condition of approval of the CUP. We would also be happy to meet on-site if helpful. Please let us know if there are any questions.

Thank you for your consideration,

Nicole E. Lehman

Area Hydrologist | Ecological and Water Resources Division

Minnesota Department of Natural Resources

2118 Campus Dr. SE, Suite 100
Rochester, Minnesota 55904
Phone: 507-206-2854
Email: nicole.lehman@state.mn.us
mndnr.gov



From: martin.herrick@co.houston.mn.us <martin.herrick@co.houston.mn.us>
Sent: Tuesday, May 10, 2022 12:04 PM
To: Lehman, Nicole (DNR) <nicole.lehman@state.mn.us>
Subject: Conditional Use Notice for Public Hearing

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.

Notice of Public Hearing. A hearing on a Conditional Use request will be held at 5:00 PM on 5/19/2022 at the Houston County Courthouse.

Applicant: MATHY CONSTRUCTION CO:
Parcel ID: 090164000

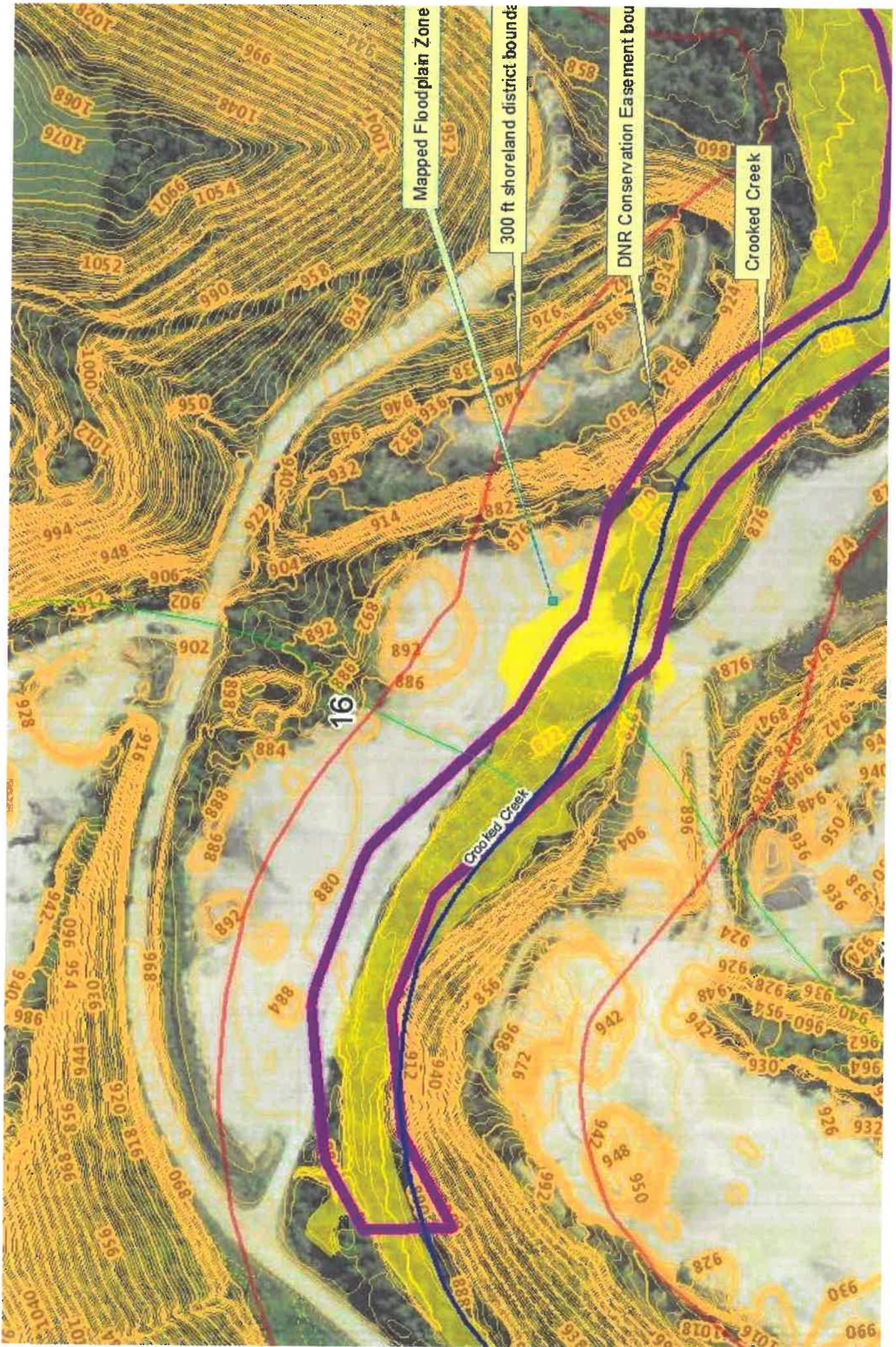
The purpose of the hearing is to consider a request for: Mathy Construction Company would like to place a temporary portable asphalt plant in what is know as the Gengler quarry to produce hot mix asphalt for nearby infrastructure projects.

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

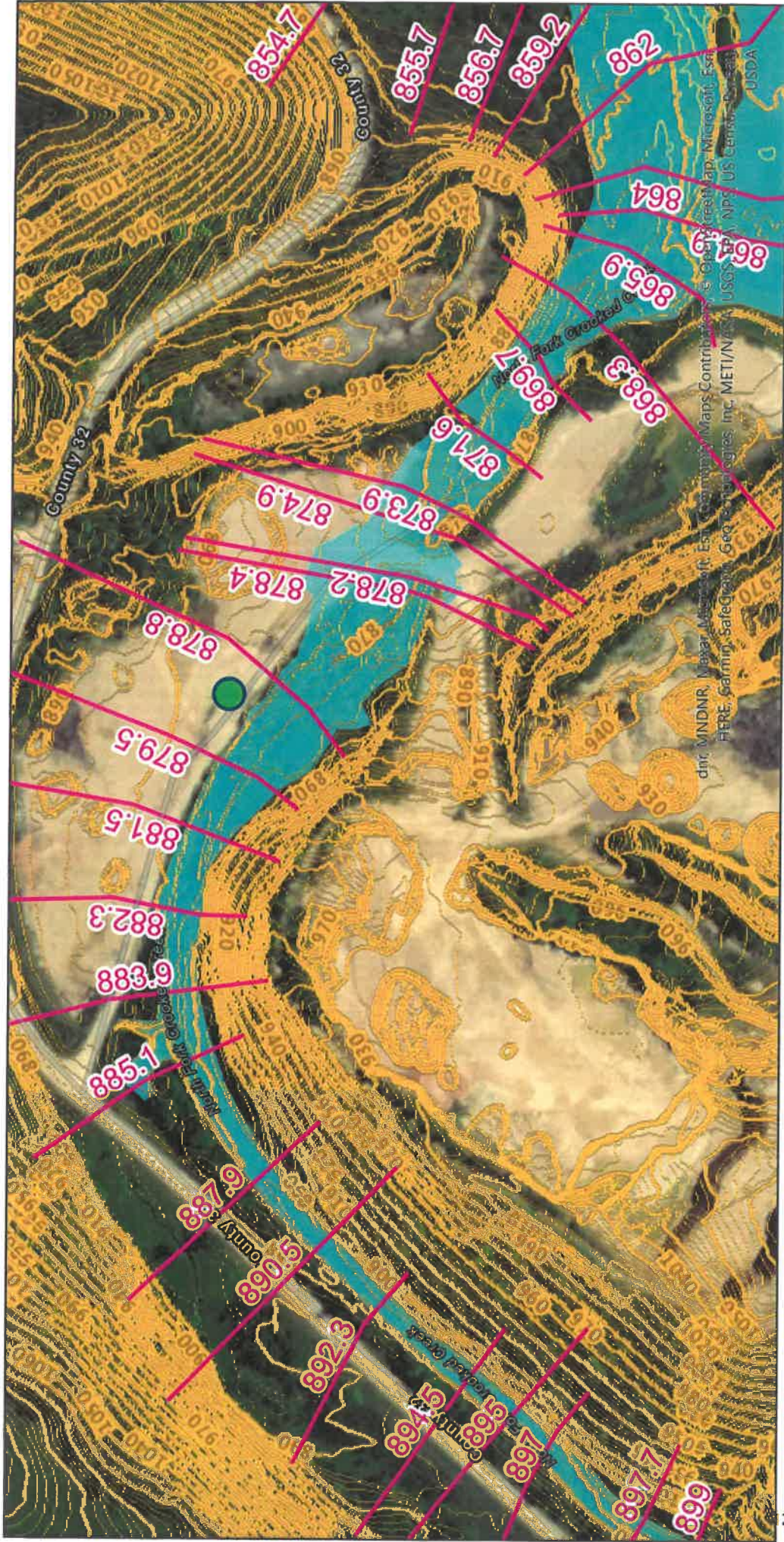
Martin Herrick

Number: [2022-CUP-90950](#)
Project: Conditional Use Request
Description: MATHY CONSTRUCTION CO | 090164000 |
Created On: 4/22/2022

[View this application](#)







Date: Wed May 11 2022 11:01:33

Comments: null

Sources:
 -MNDNR contours from MnTOPO
 -FEMA National Flood Hazard Layer
 See LFEO FAQ for data source details:
http://files-intranet.dnr.state.mn.us/user_files/3687/lfeo-faq.pdf

Disclaimer: The State of Minnesota, Department of Natural Resources, Ecological and Water Resources Division assumes no responsibility for and disclaims all liability for any typographical or other errors on this site. The DNR may make changes to the lake floodplain elevations at any time and without notice.

Datums for LIDAR contours:
 Vertical NAV88 | Horizontal NAD83

Estimated 1% Water Surface Elevations

- █ National Flood Hazard Layer (NFHL)
 - █ 1% Annual Chance Flood Hazard (100 Year Floodplain)
 - █ Floodway
 - █ Zone D (Area of Undetermined Flood Hazard)
 - █ 0.2% Annual Chance Flood Hazard (500 Year Floodplain)
 - █ Area with Reduced Flood Risk Due to Levee
- █ Minnesota Public Waters Delineations
 - █ Public Water Watercourses
 - █ Public Water Watercourse
 - █ Public Ditch/Altered Natural Watercourse
 - █ Public Waters Basins

Dcc. no. 112790

G&P 1804

EASEMENT

THIS INDENTURE, made this 7th day of November, 1972, between Leonard N. Gengler, a single person, of the County of Houston and State of Minnesota, party of the first part, and STATE OF MINNESOTA, a sovereign body, party of the second part,

379 SO. PINE ST, CALEDONIA, MINN. 55901

WITNESSETH, that the said party of the first part, in consideration of the sum of One Thousand and No/100 (\$1,000.00) Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant and Convey a perpetual easement unto the said party of the second part, its successors and assigns, subject to the terms hereof, over and upon the following described premises situated in the County of Houston, State of Minnesota, to-wit:

A strip of land 132 feet in width lying 66 feet on each side of the center line of Crooked Creek as it flows through the following described lands:

The North One-Half of the Northwest Quarter of the Northeast Quarter (N 1/2 NW 1/4 NE 1/4), Section Twenty-one (21), Township One Hundred Two (102), Range Five (5)

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), Section Sixteen (16), Township One Hundred Two (102), Range Five (5), lying South of Trunk Highway 249, except the railroad right-of-way

The South One-Half of the Southwest Quarter of the Southeast Quarter (S 1/2 SW 1/4 SE 1/4), Section Sixteen (16), Township One Hundred Two (102), Range Five (5)

(APPROX. 10.0 ACRES)

for the following described prposes:

The purpose and intent of this easement is to permit angling by the public and improvement of fish habitat by the Grantee in the area above-described and shall include the following rights and privileges:

1. To permit the development of fish habitat in the above described area, including tree planting, fencing, erosion control, installation of instream structures, posting of signs and such other improvements as is deemed necessary.
2. To permit angling by the public in the above-described area.

DEPARTMENT COST CODE <u>070-800</u>	INITIALS <u> </u>
INDEX <u>3100170 50 920 12580</u>	

FILED BY G. J. BEAN, COUNTY CLERK AND EX. SEC. MINNESOTA

APPROVED: 

DATE 12-6-72

7-2-2-1
10
NAME OF PARTY RECORDED AT ST
COUNTY HOUSTON

3. The Grantor shall not place or erect any structure or building in the easement area without prior written approval of the Grantee.
4. The Grantor, his heirs, successors and assigns, agree to cooperate in the maintenance and enhancement of fishing in the above described area by doing no excavating, filling, dumping, tree cutting, burning or changing of the stream course; without prior written approval of the Grantee.
5. The Grantor reserves to himself, his heirs, and assigns, the right to use said land, including the right of angling in said stream, and the right to use the water in the stream for domestic purposes, including watering cattle and other stock, consistent with the rights and privileges granted in this easement.
6. The Grantor reserves to himself, his heirs, successors and assigns, the right to use and maintain existing private roads, trails and crossings on said land.

Also, unto the Grantee, ingress and egress to and from said Crooked Creek over and across all of the above described lands by employees of said Grantee for the purpose of fish management, compatible with current use. Established access routes shall be used whenever feasible.

TO HAVE AND TO HOLD THE SAME, to the Grantee, its successors and assigns, Forever.

IN TESTIMONY WHEREOF, the said Grantor has hereunto subscribed his name the day and year first above written.

EXEMPT FROM STATE DEED TAX, LAWS 1971, Chapter 835.

IN PRESENCE OF:

William V. Von Ark
 William V. Von Ark
Elizabeth E. Von Ark
 Elizabeth E. Von Ark

Leonard N. Gengler
 LEONARD N. GENGLER

STATE OF MINNESOTA)
) ss.
 COUNTY OF HOUSTON)

On this 7th day of November, 1972, before me, a Notary Public in and for the State of Minnesota, appeared Leonard N. Gengler, a single person, to me known to be the person described in and who executed the foregoing easement, and acknowledged that he executed the same as his free act and deed.

William V. Von Ark
 William V. Von Ark, Notary Public
 Houston County, Minnesota
 My commission expires Feb. 26, 1975

This instrument was drafted by:
 FREDERICK HENNINGSON
 Attorney General
 100 Capitol Bldg.
 St. Paul, Minn. 55101

FILED
11/27/90
CLERK OF COURT
HARRIS COUNTY, TEXAS

Office of Register of Deeds
County of Houston, Texas
File # 112790

I hereby certify that the within instrument was filed
for record on the 14 day of November
A. D. 1972 at 16:25 o'clock A.M. and was duly
recorded in Book 283 of Page 244
By D. G. Tamm
Register of Deeds
Dep. Sec.

Office of Attorney General
DWR
375 East Texas Avenue
Austin, Texas 78701
55155
ATTORNEY GENERAL'S OFFICE

Number 2022- CUP- 90950	MATHY CONSTRUCTION CO I 090164000 I Conditional Use Request Submitted by Mathy Construction on 4/22/2022	
-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

CONDITIONAL USE INTRO Last updated: 4/22/2022 5:21:00 PM and saved by: Mathy Construction

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 Last updated: 4/22/2022 5:23:22 PM and saved by: Mathy Construction

Applicant Name	MATHY CONSTRUCTION CO
Telephone Number	608-7796348
Address	9635 COUNTY 32
City	CALEDONIA
Zip	55921
Parcel Tax ID	090164000
Legal Description	SE1/4 SW1/4 EX RR & EX .29A HWY & EX 1.50A DOC 254926; DOC 257647 1
Section-Township-Range	16/102/005

Do you own additional adjacent parcels **Yes**

Township of: **Mayville**

Applicants are required to inform township boards of their application.

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

Yes

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

Submitted for Comment

Township Contacts

CONDITIONAL USE REQUEST

Last updated: 4/22/2022 5:28:27 PM and saved by: Mathy Construction

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

Describe in detail your request.

Mathy Construction Company would like to place a temporary portable asphalt plant in what is know as the Gengler quarry to produce hot mix asphalt for nearby infrastructure projects.

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

Section 22 - Shoreland Zoning District

Requested Dimension:

There are no attached documents.

Please upload any supporting documents:

CONDITIONAL USE FINDING OF FACTS

Last updated: 4/22/2022 5:36:07 PM and saved by: Mathy Construction

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

Findings Required:

Yes

1. That the proposed use conforms to the

Comments:

Since an existing site at the quarry property will be utilized, there will be very little noticeable change to the existing landscape. Any waste materials produced will be cleaned up and utilized in the quarry reclamation.

Yes

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

Comments:

The purpose of placing a portable asphalt plant in this location is to provide hot mix asphalt to nearby infrastructure projects.

Yes

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

Comments:

All Mathy Construction's asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place. Prevention and reaction to spills are implemented and followed in accordance with the requirements of 40 CFR Part 112, Subparts A and B (April 21, 2020). Mathy Construction ensures that the contents of the SPCC plans are implemented and maintained by well trained, educated and competent employees. Example of Preventative Measures: • Inspections of equipment and site are performed to prevent possible spills. • Best management practices, such as a berm, are implemented to ensure any possible spills stay on site and away from water sources. Summary of Spill Response: In the event of a spill, the immediate action to isolate and control the release, as long as response action does not jeopardize the health and/or safety of responders or the public. Mobilize accessible resources and stabilize the situation. Barriers, aggregate/earthen materials and/or adsorbent materials should be used, if necessary, to prevent discharge from reaching storm water conveyance systems or off-site areas. 2. Consult Safety Data Sheets (SDS), when necessary, to evaluate health hazards and fire potential. Contact local fire responders if potential for ignition is a concern. 3. Report any spill to authorized Company officials. Company officials will notify the County Emergency Management, Department of Natural Resources (DNR) personnel, and EPA National Response Center for reportable spills. 4.

Continue spill mitigation procedures. Isolate and contain petroleum products through berming, application of absorbent aggregate, petroleum adsorbent padding, or diversion to containment area. Confirm possible control of leak or spill source as soon as practicable.

Yes

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

Comments:

The proposed asphalt plant will not increase water runoff at the proposed site.

Yes

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

Comments:

The location the asphalt plant is a limestone quarry floor.

Yes

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

Comments:

All of our asphalt plants have air emission testing performed and have applicable DNR air and water permits. (See question 3 answer for details on spill prevention).

Yes

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

Comments:

Portable sanitary facilities and dumpsters for solid waste disposal will be present at the plant. Both will be serviced as needed for the duration of the project.

N/A

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:

NA

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

Yes

Comments:

During hours of operation, there will be truck traffic in and out of the site. Truck Hauling signs and speed limit signs will be installed and strictly enforced.

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.

Yes

Comments:

The proposed plant location is fairly remote and within a limestone quarry. Given that the plant is temporary and portable, there is little to no affect on the property itself

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.

Yes

Comments:

See answer in question 10.

Submitted for Comment

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:

Dust will be controlled using water trucks and chemical treatments when warranted. Noise produced at modern day asphalt plants is relatively low, with the most noticeable being backup alarms on equipment. Odor of freshly produced asphalt will be naturalized using chemical additives.

N/A

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

Comments:

NA

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:

Current site is an aggregate quarry and the asphalt plant will operate with in the quarry footprint.

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:

Mathy construction follows all required local, state and federal rules and regulations that help protect the public's health, safety, morals and general welfare.

SITE PLAN INFORMATION

Last updated: 4/22/2022 5:41:44 PM and saved by: Mathy Construction

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

There are no attached documents.

Upload Site Plan

The map displays a site plan with a red boundary labeled "Area 1". The site is situated near a road labeled "COUNTY 32". Several parcel numbers are visible: 09-0166-000, 09-0162-000, 09-0163-000, 09-0156-000, 09-0164-000, and 09-0160-000. A red dot on the map is labeled "9635". A blue dot is labeled "9488".

Layer List:

- NG911 Address Points
- Wells_MWT_Jan_2018
- Contours
- Septic Permit
- Septic Permits
- Corporate Limits
- Political Townships
- Subdivisions
- Blocks
- Lot Boundaries
- Parcels

Use Interactive Map to Create Site Plan



The "Area 1" is the primary location of where we would like to place the temporary portable asphalt plant. In the future, other parts of the quarry may be considered.

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

APPLICATION SUBMITTAL

Last updated: 4/22/2022 5:44:42 PM and saved by: Mathy Construction

Yes

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

Yes

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

Yes

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

Signature

Date Signed:
04/22/2022

No

Check this box if Staff Signature on behalf of Applicant.

APP SUBMITTED/PAYMENT SELECTION Submitted for Comment Last updated: 5/2/2022 10:55:38 AM and saved by: Amy Sylling

Fee amount paid: **\$746**

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Mathy Construction Company DATE: May 19, 2022

I.U.P. REQUESTED: To have a temporary bituminous plant as an industrial use in the shoreland district.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

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

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

Staff Analysis: The County Land Use Plan says to “Encourage the development of a transportation system which properly balances considerations of safety, accessibility, environmental protection and cost” (Section 0100.0510 Subd. 2, Policy 4).

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Mathy utilizes the Gengler Quarry every few years as a temporary asphalt plant to complete local infrastructure projects. The location that has historically been used is within the shoreland overlay district.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Mathy Construction asphalt plants have a Spill Prevention Control Countermeasure (SPCC) plan in place in accordance with 40 CFR Part 112 Sub Parts A & B and a Stormwater Pollution Prevention Plans (SWPPP) on file with the MPCA. Standard precautions required by State and Federal Law will be followed and operators receive specialized training for spill response. Berms and barriers and various forms of filtration will be used to manage storm water from the asphalt plant area. In addition, regular stream monitoring takes place due to the stream easement and has not identified major noncompliance.

Board agreed to the finding by a unanimous vote.

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

The Board modified this finding due to regulations required by the applicant’s MPCA permit.

Staff Analysis: This use should not affect the quantity of water runoff and stormwater discharge will be monitored to comply with existing MPCA discharge limits.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: N/A

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

The Board modified this finding due to regulations required by the applicant's MPCA permit.

Staff Analysis: All water that hits the quarry floor is contained within the quarry or released according to MPCA standards. Storm water pollutions prevention plans have been filed for this site to prevent nonpoint source pollution.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Portable sanitary facilities and dumpsters for solid waste are used and serviced as needed for the duration of the project. This proposal does not include constructing new access roads. The existing access road is considered non-conforming and cannot be modified without meeting new floodplain and shoreland standards. Equipment is required to meet necessary setbacks and floodplain requirements.

Board agreed to the finding by a unanimous vote.

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 within the quarry footprint for this use. Floodplain elevation requirements and shoreland setback requirements need to be achieved.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: For past projects, increased traffic loading on all routes utilized is not projected to impact traffic a significant amount. No new access roads will be constructed with this proposal and the existing roads are considered non-conforming.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The proposed use will not be more intrusive than the underlying use of the property. There is a DNR Aquatic Management Area Conservation Easement running through the quarry and the purpose of the shoreland district is to protect the environment and water quality. As discussed previously, current SPCC and SWPPPs in place for the underlying operation will also address concerns that may be injurious to this water resource.

Board agreed to the finding by a unanimous vote.

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 underlying operation is an aggregate quarry within the agricultural protection district. There is no proposed change to that operation. This CUP is for temporary bituminous operations to be placed within the shoreland overlay district that function out of this site every few years. The establishment of this CUP will not change the underlying operation and will allow the continued operation of a temporary use that has historically been allowed in this location.

Board agreed to the finding by a unanimous vote.

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 identifies intent to reduce asphalt odor with odor suppressant and control fugitive dust with water. The measures proposed mitigate potential nuisances to the extent practical and are adequate given the relatively isolated location of the site.

There was brief discussion about the hours of operation.

Board agreed to the finding by a unanimous vote.

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: N/A

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: This temporary facility should not have an impact greater than the operating aggregate quarry in which it will be housed.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The proposed location is appropriate due to distances to neighboring dwellings and presence within an existing quarry. The Spill Prevention Control Countermeasure Plan mitigates unforeseen threats to public's health, safety, morals, and general welfare to the extent practical. The proposed haul routes result in minimum wear on public road infrastructure, thus protecting the general welfare. Additionally, the applicant's previous work in the county has been conducted as presented and without incident.

Board agreed to the finding by a unanimous vote.

Larry Hafner made a motion to accept the findings as modified. Wayne Feldmeier seconded. All were in favor. Motion carried.

Amelia reviewed the modified proposed conditions with the Board.

Wayne Feldmeier made a motion to approve the conditions as modified. Jim Wieser seconded. All were in favor. Motion carried.

Amelia stated that because this was also advertised for the industrial use and mineral extraction in a shoreland district she wanted to clarify that tonight's hearing is only to recommend approval for the temporary bituminous plant as an industrial plant in the shoreland district.

Wayne Feldmeier made the motion to recommend the Houston County Board approve the Conditional Use application for a Temporary Bituminous Plant as an industrial use in the shoreland district with the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations, including DNR conservation easement and MPCA permit regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. Runoff from within the plant footprint shall be in accordance with discharge limits on MNG49 Permit #0081.
4. A survey shall be provided verifying elevations of the existing quarry floor in relation to the mapped floodplain elevations. The survey shall show elevations of the quarry floor, including the low areas of the quarry near the riprap filtration basin and the top of the berms (as BMPs) along Crooked Creek. This will provide a baseline for the site and future bituminous plant requests.
5. All equipment shall be portable and removed in the case of a flood.
6. Mathy staff shall submit any changes to proposed equipment placement with future permit applications for review and approval to ensure shoreland setbacks and floodplain regulations are met.

Jim Wieser seconded. All were in favor. Motion carried.