

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 2, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pogleasa, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Engineer Brian Pogodzinski, Sheriff Brian Swedberg, Environmental Services Director Martin Herrick, and Zoning Administrator Amelia Meiners

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Wagner said there was one addition to the consent agenda: Approve assignment and assumption of ground lease form. (A new owner would be taking over the current contract for an airport lease.) Motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Johnson, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from April 25, 2023.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Burns, seconded by Commissioner Myhre, motion unanimously carried to approve the consent agenda.

- 1) Approve applying for 2023 Boat Safety Supplemental Patrol Grant in the amount of 6,500.

- 2) Approve assignment and assumption of ground lease form. (A new owner would be taking over the current contract for an airport lease.)

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve the 2022 Feedlot Program Annual Report and Financial Report.

File No. 2 – Commissioner Myhre moved, Commissioner Burns seconded, motion unanimously carried to award paving bid from Dunn Blacktop for CSAH 16, SP 028-616-006/SP 028-070-010.

File No. 3 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to award the bid for the Airport taxilane project to Nadeau Companies LLC for \$283,601.00 contingent upon issuance of a Federal or State grant.

File No. 4 – Commissioners discussed with Engineer Pogodzinski a price increase for the Bobcat Excavator. The purchase had originally been approved on February 8th, 2022. The price had increased from \$177,161.20 to \$186,248.02. This was a \$9,086.82 price increase. The 2022 quote also included a trade-in of \$45,000. The trade value had been reduced down to \$37,500. Commissioners discussed options including keeping the current excavator and not purchasing a new one, or trying to sell the trade-in themselves. It was the general consensus of the board that they were frustrated by the price changes. After much discussion, Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve the price increase and reduction in the trade-in. Actual purchase price would go from \$132,161.20 to \$148,748.02.

File No. 5 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve using ARPA funds as a \$20,000 one time match for a \$200,000 Minnesota Housing Program called Community Homeowner Impact Fund pending the funds were awarded. Semcac would apply for the funding, disburse it, and update the HRA board if funds were awarded.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended. These included a Hiawatha Valley Mental Health, and Zoning meetings.

Commissioner Johnson said he had received some calls from concerned farmers regarding a possible housing development in the Pine Creek Area. Commissioner Schuldt said he had heard from some farmers, also. Commissioner Schuldt said he had attended a meeting with the developer, County Staff, and others to discuss the possible project.

Commissioner Johnson asked if the board had been able to review Attorney Jandt's letter regarding the board adopting a second amendment resolution. Commissioners Severson and Burns

said they were not in favor of a resolution stating that there could be future rules the County refused to follow. Commissioner Burns said he had guns and was a hunter, but that he was in favor of some of the new proposed restrictions on guns like stricter background checks. Commissioner Burns said with all the recent shootings he thought more could be done.

Commissioner Burns said he had talked to St. Mary's School and Church regarding using their parking lot during the County parking lot construction project in the summer of 2023. He asked that the item be put on the agenda for consideration the following week.

Commissioner Severson said he had received a letter from the La Crescent Food Shelf addressed to the County Commissioners thanking them for the \$1,000 in ARPA funds for the food shelf. The letter said the La Crescent Food Shelf was averaging 200 household visits, and distributing over 10,000 pounds of food each month.

There being no further business at 10:18 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on May 9, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 5/3/2023

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

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

Issue:

Guardianship contract - Rebecca Servais

Attachments/Documentation for the Board's Review:

One electronic copy of base contract for review, and 2 hard copies for signature.

Justification:

Action Requested:

Approve and sign contract as presented

For County Use Only

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

Recommendation:

Decision:

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

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and **Rebecca Servais**, P.O. Box 495, 318 S. Jackson Street, Houston, MN 55943, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01 to 252A.21;

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

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

1. Term

The term of this Agreement shall be from January 1, 2023 through December 31, 2024. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and Provider agrees to furnish the following services:

BRASS CODE

59500
69500
61600
51600
64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)
Guardianship/Conservatorship (Adult)
Transportation/Mileage (Adult)
Transportation/Mileage (DD)
Money Management

3. Cost and Delivery of Purchased Services:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. Payment for Purchased Services:

- a. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
- b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
- c. Provider further acknowledges that bills must be current and timely. Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- d. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

6. Records

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 318 S. Jackson Street, Houston, MN 55943.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by

County.

7. Independent Contractor

- a. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply will all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any client causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

REBECCA SERVAIS

BY: Rebecca Servais DATED: 4/10/2023

Rebecca Servais

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 4-18-2023

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 
John Puleasa, Director Houston
County Human Services

DATED: 4/17/23

Houston County's Conservatorship and 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 Houston County

Rates:

The reimbursement rate for all services is \$138.00 per month. 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 Arrangements:

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

Billing:

- Time should be tracked and billed 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.
- Provider must meet "end of the year" budget deadlines to be paid for December.

**HOUSTON COUNTY
AGENDA REQUEST FORM
May 9, 2023**

Date Submitted: May 4, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- NONE

APPOINTMENT REQUEST

- NONE

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- **Change the employment status of Deputy Auditor/Treasurer, Mark Bennett from probationary to regular, effective 5/14/2023**

Department of Corrections

- **Hire Deanna McCabe as a probationary, 0.6 FTE Technical Clerk I, B-21, Step 3, effective 05/22/2023 conditioned upon successful completion of background check**

Public Health & Social Services

- **Initiate a competitive search for a 1.0 FTE Child Support Officer (B24) to fill the recent vacancy of a 1.0 FTE (Child Support Enforcement Aide (B22)**

Recorder

- **Change the employment status of Deputy Recorder, Kathlene Barnet from probationary to regular, effective 5/14/2023**

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

Houston County

Agenda Request Form

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

Date Submitted: 5/1/2023 for 5/9/2023

Person requesting appointment with County Board: Martin Herrick

Issue:

IUP Approval/Denial:1)Mary Lou Graf -to have a temporary farm dwelling in Brownsville Township.

Justification:

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

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
BOARD OF ADJUSTMENT AND
PLANNING COMMISSION
Thursday, April 27, 2023**

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 February 23, 2023

VARIANCE HEARING:

- 5:00 pm ***Mary Lou Graf – Brownsville Township***
1) Variance to reduce township road setback for an existing garage (14.7 Subd. 3).
2) Variance to reduce setback requirements for a proposed dwelling from an existing feedlot (Section 33.16 Subd. 6).

PLANNING COMMISSION

Approve Minutes for March 23, 2023

INTERIM USE HEARING:

- 5:30 pm ***Mary Lou Graf – Brownsville Township***
Interim Use Permit to place a temporary farm dwelling (14.4 Subdivision 1 (6)).

Virtual TKDA Comprehensive Land Use Presentation to follow



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

4/20/2023

Hearing Date: 4/27/2023
Petitioner: Mary Lou Graf
Reviewer: Martin Herrick
Zoning: Ag Protection
Address: 8892 Crispy Road Hokah
Township: Brownsville
Parcel Number: 020029000
Submitted Materials: IUP Application

OVERVIEW

REQUEST

The petitioner is seeking an Interim Use Permit (IUP) for a temporary farm dwelling. The applicant will move to the temporary farm dwelling and a son will reside in the existing dwelling.

SUMMARY OF NOTEWORTHY TOPICS

The applicant resides in the single-family dwelling on this 80-acre parcel in Brownsville Township. She has an open quarter but would like to utilize existing infrastructure from a mobile home removed from the parcel in 2008. It is within the same quarter-quarter as the permanent dwelling and will allow for use of an existing water line and septic system, which will obtain a certificate of compliance for the mobile home's existing Subsurface Sewage Treatment System (SSTS). Per the Houston County Zoning Ordinance (HCZO), the secondary dwelling shall be removed when the applicant ceases to occupy it.

There is precedence for permitting temporary farm dwellings.

The ordinance language for temporary farm dwellings is found in Section 29.20 subd. 1 and notes one of the five conditions must be met but precedence has been to require all five conditions to be met. As a temporary dwelling, it is reasonable that it be considered an accessory dwelling and the applicant can meet the five requirements.

Relevant HCZO language:

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.*

(6) Temporary Farm Dwelling – Manufactured Home.

(a) Manufactured homes meeting standards set forth in this Ordinance, if determined by the zoning administrator to meet the requirements of a “Temporary Farm Dwelling” as defined in section 29 of this Ordinance.

29.20 TEMPORARY FARM DWELLING

Subdivision 1. Temporary Farm Dwelling. *A manufactured home may be permitted in an Agricultural District if the Zoning Administrator finds one of the following conditions satisfied:*

- (1) The manufactured home will be an accessory dwelling unit located on a farm.*
- (2) The manufactured home will be occupied by persons who are:*
 - (a) Members of the family of the persons occupying the principal dwelling house on the premises.*
 - (b) Engaged in the occupation of farming on the premises as partners or other business associates or employees of the persons living in the principal dwelling house on the premises.*
- (3) The permit is so conditioned that it will expire and terminate at such time as the persons occupying the mobile home are no longer engaged in farming or on the premises as required by paragraph 2. b. above.*
- (4) At the time of termination of the permit, the mobile home temporary farm dwelling shall be removed from the premises, within sixty (60) days when practical.*
- (5) The permit is conditioned so as to be reviewed annually by the Zoning Administrator.*



Figure 1. Proposed location of the mobile home.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Brownsville Township and the ten nearest property owners were notified. No comments were received.

SITE CHARACTERISTICS

This is an existing farmstead consisting of a dwelling and multiple outbuildings. It has a feedlot, but the family is exempt from feedlot setback regulations for their facility. There is no mine within 1,000 feet.

Slopes within the farmstead are under 8% and they will utilize a flat area that had been used for this purpose previously. The proposed location has infrastructure including well access and septic.

While there are no soil requirements for this application, the land capability classification for the soil is 4e, which is not considered to be prime agricultural land.

No floodplain, wetland or shoreland concerns exist on site.

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: By limiting this proposal to a temporary dwelling, it will keep this parcel in compliance with the density limitations set forth in the Land Use Plan. In addition, preserving agriculture is the primary goal of the Land Use Plan and this proposal brings the next generation back to the farm to provide assistance.

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

Staff Analysis: The applicant identifies that the farm requires upkeep and maintenance such as maintenance, repairs, fencing, plowing snow, lawn mowing, etc. With limited physical abilities, the applicants are in need of someone younger to help out.

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

Staff Analysis: The applicant will obtain a certificate of compliance for the existing SSTS, which was used by the previous mobile home location.

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

Staff Analysis: No impact is anticipated. The slope is under 8% and the proposed mobile home will not substantially increase the amount of runoff from the site.

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

Staff Analysis: Soils are 586D2 with a land capability classification of 4e making it not prime agricultural land. The USDA Web Soil Survey for the site states it is moderately limited for at-grade and trench absorption fields if the proposed holding tank is not used.

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

Staff Analysis: The largest potential pollution hazard will be a septic system. The applicant will be required to have a certificate of compliance for the SSTS prior to the issuance of a building permit for the mobile home.

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

Staff Analysis: This site will utilize the same driveway as the main dwelling and the existing well. The existing septic system for the previous mobile will need a certificate of compliance, which could require upgrades. Utilities are present in this location, but if any new requirement arise it is the responsibility of the applicant.

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 farmstead to accommodate parking and loading space.

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

Staff Analysis: N/A

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 surrounding property is primarily utilized as agricultural or rural residential. The proposal will not remove tillable acreage from production or impact the ability to utilize that acreage for production nor will it affect neighboring residences as this is an existing residential property.

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

Staff Analysis: The surrounding predominant use is agricultural. This proposal will not impact the development of surrounding property any more than the existing conditions.

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: No nuisances are anticipated. This proposal is for a second dwelling unit that will not include offensive odors, fumes, dust, noise or vibration.

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: This is a mechanism to allow a greater density than allowed by the zoning district, but only on a temporary basis. Conditions require that it be removed within 60 days of such time that the applicant ceases to occupy the dwelling.

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: N/A

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: There are no anticipated issues affecting the public's health, safety, morals and general welfare.

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. The permit shall be reviewed annually by the Zoning Administrator; any substantial changes to the proposal as presented and approved will require an amendment to the permit.
4. The permit shall expire when Mary Lou Graf ceases to reside in the temporary dwelling or is no longer engaged in farming.
5. The existing farm dwelling may only be inhabited by immediate family members (spouse and children).
6. At the time of termination of the permit, the temporary farm dwelling shall be removed from the premises, within sixty (60) days when practical.

Proposed motion: To recommend approval of the temporary farm dwelling with the aforementioned conditions.

This will go to the Board of Commissioners for final approval on May 2, 2023.

Interim Use Request
2022-IUP-99617

Fees Paid
\$746.00

Applicant
loug

Created
March 2, 2023

Number
2022-IUP-
99617

GRAF,MARY LOU | 020029000 |
Submitted by loug on 3/2/2023



Applicant

loug

loug@aCEGROUP.CC

Search Parcel Data Completed On 3/2/2023 8:43 AM EST by AmyS

ParcelID	Address	City	OwnerName	Acres
020029000	8892 CRISPY RD	HOKAH	GRAF,MARY LOU	80.000

INTERIM USE INTRO Completed On 3/2/2023 8:43 AM EST by AmyS

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.

Application Fee:

Interim Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Interim Use

APPLICANT INFORMATION Completed On 3/2/2023 8:44 AM EST by AmyS

Applicant Name

GRAF,MARY LOU

Telephone Number

507-459-8409

Address

8892 CRISPY RD

City

HOKAH

Zip

55941

Parcel Tax ID

020029000

Legal Description

S1/2 SW1/4; DOC 253805

4

Section-Township-Range

15-103-004

Do you own additional adjacent parcels

Yes

Township of:

Brownsville

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

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Holly Klankowski	507-724-2821
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-896-3106
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Lucille Lemke	507-458-0753
Money Creek	Adam Florin	608-797-2515
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runnigen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Federick	608-769-9541

Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637
Yucatan	Deb Dewey	507-896-3566

INTERIM USE REQUEST Completed On 3/2/2023 8:48 AM EST by AmyS

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

Describe in detail your request.

Would like to add a double wide mobile home. There are existing utilities available. My son is planning to move into the farm house and he will be helping me farm.

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

14.4 Subd. 6

Requested Dimension:

28 X50?

Please upload any supporting documents:

INTERIM USE FINDING OF FACTS Completed On 3/2/2023 9:00 AM EST by AmyS

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

Findings Required:

The Planning Commission shall not recommend an Interim Use Permit unless they find that the requirements below are satisfied. As the applicant, it is your responsibility to demonstrate that your proposal satisfies these requirements. For each of the 15 criteria, please select the appropriate response and provide a detailed explanation.

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

Yes

Comments:

There was a mobile home located in the same spot. It went in May of 1986 and removed in May of 2006. This is a common practice in the farming community.

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

Yes

Comments:

I can't farm alone and have a son who is willing to move his family in to help. He intends to buy the business intentionally.

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

Yes

Comments:

There is an existing holding tank. It may need to be redone or updated.

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

Yes

Comments:

This will not cause anymore runoff than a normal home would.

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

Yes

Comments:

It's currently pasture.

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

Yes

Comments:

This will not cause pollution. We will have a septic for the home.

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

Yes

Comments:

We have all existing utilities in place.

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:

There's a garage with parking already onsite.

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

N/A

Comments:

This is located on a dead end road.

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:

This won't effect any one else.

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:

It won't change the orderly development of the area.

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.

Yes

Comments:

This won't cause anymore nuisances than a normal home.

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

N/A

Comments:

NA

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.

N/A

Comments:

NA

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

Yes

Comments:

This won't cause harm to others.

SITE PLAN INFORMATION Completed On 3/2/2023 9:04 AM EST by AmyS

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.

Upload Site Plan

Use Interactive Map to Create Site Plan, Map tools: Click the up and down arrows in the upper left of the map window, to zoom in/out of the current map extent. Navigation Mode - Scroll up to zoom in, scroll down to zoom out. Click and hold to pan around map. Text Mode - To place text on the map, type the text to be displayed on the map in the text box above the map. Click on the "Text" tool, hover over the map to the place where you would like the text to be displayed, click once for text to display on the map. Freehand Drawing - Click and hold while drawing, release to finish drawing. Draw Line - Click once on map to start drawing a line, double click to stop drawing line. Draw Polygon - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw Rectangle - Click and hold to draw a rectangle, release to finish rectangle. Measure - Click once on map to start draw a line with a measurement, click map at each vertex and double click to finish drawing. If you double click near starting point area measurement will also be calculated. Undo Last Edit - Click tool to undo last drawing edit. Undo All Edits - Click tool to undo all drawing edits.

- ☒ Sketch Layer
- ☒ Reference Layer
- ☒ Mapproxy



Powered by Esri

APPLICATION SUBMITTAL Completed On 3/2/2023 9:06 AM EST by AmyS

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:

3/2/2023

Check this box if Staff Signature on behalf of Applicant.

Yes

External Notes

Documents

Internal Notes

Documents

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Mary Lou Graf DATE: April 27, 2023

I.U.P. REQUESTED: To place a temporary farm dwelling 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 Houston County Land Use Plan.

Staff Analysis: By limiting this proposal to a temporary dwelling, it will keep this parcel in compliance with the density limitations set forth in the Land Use Plan. In addition, preserving agriculture is the primary goal of the Land Use Plan and this proposal brings the next generation back to the farm to provide assistance.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicant identifies that the farm requires upkeep and maintenance such as maintenance, repairs, fencing, plowing snow, lawn mowing, etc. With limited physical abilities, the applicants are in need of someone younger to help out.

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: The applicant will obtain a certificate of compliance for the existing SSTS, which was used by the previous mobile home location.

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: No impact is anticipated. The slope is under 8% and the proposed mobile home will not substantially increase the amount of runoff from the site.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Soils are 586D2 with a land capability classification of 4e making it not prime agricultural land. The USDA Web Soil Survey for the site states it is moderately limited for at-grade and trench absorption fields if the proposed holding tank is not used.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The largest potential pollution hazard will be a septic system. The applicant will be required to have a certificate of compliance for the SSTS prior to the issuance of a building permit for the mobile home.

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: This site will utilize the same driveway as the main dwelling and the existing well. The existing septic system for the previous mobile will need a certificate of compliance, which could require upgrades. Utilities are present in this location, but if any new requirement arise it is the responsibility of the applicant.

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 farmstead to accommodate parking and loading space.

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: N/A

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 surrounding property is primarily utilized as agricultural or rural residential. The proposal will not remove tillable acreage from production or impact the ability to utilize that acreage for production nor will it affect neighboring residences as this is an existing residential property.

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 surrounding predominant use is agricultural. This proposal will not impact the development of surrounding property any more than the existing conditions.

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: No nuisances are anticipated. This proposal is for a second dwelling unit that will not include offensive odors, fumes, dust, noise or vibration.

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: This is a mechanism to allow a greater density than allowed by the zoning district, but only on a temporary basis. Conditions require that it be removed within 60 days of such time that the applicant ceases to occupy the dwelling.

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: N/A

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: There are no anticipated issues affecting the public's health, safety, morals and general welfare.

Board agreed to the finding by a unanimous vote.

Larry Hafner made a motion to accept the findings as presented. Cindy Wright seconded. A roll call vote was taken. All were in favor. Motion carried.

Chairman Hammell asked for a voice vote to approve the conditions as presented. All were in favor.

Larry Hafner made the motion to recommend the Houston County Board approve the Interim Use application for a temporary farm dwelling 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. The permit shall be reviewed annually by the Zoning Administrator; any substantial changes to the proposal as presented and approved will require an amendment to the permit.
4. The permit shall expire when Mary Lou Graf ceases to reside in the temporary dwelling or is no longer engaged in farming.
5. The existing farm dwelling may only be inhabited by immediate family members (spouse and children).
6. At the time of termination of the permit, the temporary farm dwelling shall be removed from the premises, within sixty (60) days when practical.

Wayne Feldmeier seconded. Roll call vote was taken. All were in favor. Motion carried.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Mary Lou Graf, 8892 Crispy Rd, Hokah, MN 55941, for an Interim Use Permit for a Temporary Farm Dwelling (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 6) in Brownsville Township on the following premises, to-wit:

S1/2 SW1/4, Section 15, Township 103, Range 4, Houston County, Minnesota.
(Parcel #02.0029.000)

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 5:30 p.m. on Thursday, April 27, 2023.

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 Wednesday, April 19, 2023. 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 17, 2023

**HOUSTON COUNTY
AGENDA REQUEST FORM
May 9, 2022**

Date Submitted: 5/2/2023

By: Mark Olson, Emergency Management Director

ACTION REQUEST:

- **Requesting the board approve a resolution declaring a state of emergency for conditions resulting from the ongoing Mississippi River flood conditions that started on April 17, 2023.**

CONSENT AGENDA REQUEST:

NONE

<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>			

Resolution Declaring a State of Emergency

Resolution # 23-21

WHEREAS the flooding of the Mississippi River impacted the population of Houston County and its cities, townships, public utilities, and electric cooperatives; and

WHEREAS the Mississippi River flood event has caused a significant amount of debris, road damage, sanitary sewer systems damage, damage to homes; and

WHEREAS the Houston County Department of Emergency Management requests the Houston County Board of Commissioners to declare Houston County in a STATE OF EMERGENCY for the ongoing flood event that started on April 17, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners declares Houston County in a State of Emergency for conditions resulting from the ongoing Mississippi River flood event that started on April 17, 2023.

Adopted by the Houston County Board of Commissioners this 9th day of May, 2023.

ATTEST:

I, Donna Trehus, Auditor-Treasurer, hereby attest that the foregoing resolution was duly adopted by the Houston County Board of Commissioners on the 9th day of May, 2023.

Houston County Auditor-Treasurer

Houston County Agenda Request Form

Date Submitted: 5/3/2023

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:

Review and approve CREST By-laws. CREST is a regional collaborative in SE MN that coordinates menatal health related services in the region.

Attachments/Documentation for the Board's Review:

Electronic Copy for review, and two hard copies for signature.

Justification:

Action Requested:

Review and approve as presented

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

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

CREST
(Collaborative, Resources, Education, Services and Technology)
Adult Mental Health Initiative (AMHI)
Community Based Compact and By-Laws

A. Purpose

CREST Mission

"To explore and implement creative and collaborative ways to meet the needs of and improve the quality of life of persons seeking mental health care and treatment."

The purpose of this Compact is to facilitate agreement between the Minnesota Department of Human Services (DHS) and local mental health authorities in Southeastern Minnesota counties [Fillmore, Goodhue, Houston, MNPrairie (Dodge, Steele, Waseca), Mower, Olmsted, Wabasha and Winona] to implement current and new community-based mental health services for individuals with serious and persistent mental illness. This relationship and commitment will provide a demonstration of evidenced-based and best practices and principles that may serve as an impetus for statewide change in the way community-based mental health services are delivered.

B. History

1. With the closure of Regional Treatment Centers in the early 1990s, counties were encouraged to develop partnerships with neighboring counties to plan for and develop acute care and community-based mental health treatment for those who had been served by the state hospital. Learning from the success of that approach, legislation was passed in 1996 to create and expand grant funding for regional partnerships to continue planning and service expansion efforts. Over time, this has resulted in 18 regional county initiatives and the White Earth Nation tribe who have identified as AMHIs. Each region ranges in size from single, large county entities in the metro area to regions encompassing up to 18 counties in greater Minnesota. The AMHIs continue to monitor, evaluate and reconfigure their service models while each county retains its role as the local mental health authority. The service delivery design is unique to each AMHI. This approach has allowed small or sparsely populated counties to develop services they would not have the capacity to otherwise. The AMHIs have been an effective mechanism for regional collaboration to build community-based mental health services in Minnesota. The relationships built and sustained in the AMHIs are key to creating a strong service system.
2. The CREST Initiative was developed in 1996, in accordance with Minnesota Statutes, section 245.4661 and in cooperation with DHS, to improve the mental health system in the Southeast Minnesota area. It brings together partners in the delivery of those services to clarify outcomes in order to increase accountability first to consumers, then to each other, and ultimately to the people of Minnesota. The redesign was planned by the CREST Regional Management Team and implemented with the approval of both the Department of Human Services and the CREST Community Based

Initiative Compact Council (what is now referred to as the Directors Group).

C. Project Description

The Department of Human Services and the local mental health authorities in Southeastern Minnesota share a common goal in serving persons with mental illness in the most clinically appropriate, person-centered, least restrictive, and cost-effective ways. This project has reshaped the residential-based and community-based networks into a more seamless system through new partnerships between consumers, DHS, counties, and local mental health care providers. The CREST relationship is comprised of 8 local mental health authorities and the Minnesota Department of Human Services. The focus is on improved access and outcomes for persons with mental illness. Decisions about allocation of AMHI grant funds to a community-based model will be made based on needs identified by the CREST Initiative county entities, locating services as close to consumer's homes as possible and the impact on use of inpatient programs.

D. Compact Principles

CREST AMHI is dedicated to improving the mental health of their community through intentional planning and partnerships across a region grounded in the following principles:

- Lived experience with mental illness guides the governance and services.
- Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.
- Develops and provides an array of person-centered services that builds on personal and cultural strengths.
- Utilizes a data driven model to evaluate the impact of services on health outcomes.
- Assures access, early intervention, coordination, and application of resources through creative partnerships.

E. Compact Membership

The membership of the CREST AMHI includes:

- Fillmore County
- Goodhue County
- Houston County
- Minnesota Prairie County Alliance (MNPrairie – Dodge, Steele and Waseca Counties)
- Mower County
- Olmsted County
- Wabasha County
- Winona County
- Commissioner: Department of Human Services
- Assistant Commissioner: Continuing Care

F. Administrative Structure

1. CREST Directors Group: The Group is established by authority of the respective Local Mental Health Authorities, in accordance with M.S. 245.465 et sequitur and the Commissioner of Human Services. The Group shall operate under limited authority granted to it by the respective Local Mental Health Authorities, such that authority not

expressly granted to the Group by individual County Boards, is reserved to those County Boards.

- a) The primary purpose of the Directors Group is to guide, direct and assist in the implementation of community based mental health services. Specific purposes include:
 - 1) Providing policy, implementation and outcomes-oriented level guidance regarding mental health services to ensure operational decisions are consistent with State and Local priorities.
 - 2) Providing feedback and assistance in demonstrating evidenced-based best practices and principles that may serve as an impetus for statewide changes in the way mental health services are delivered.
 - 3) The Directors Group is responsible for the fiscal policy and direction of the CREST AMHI. Olmsted County is the fiscal host and takes its direction from the Group.
 - 4) The Contract Management Team will develop/renew all CREST regional contracts based on guidance and direction from the Directors Group.
- b) The CREST Directors Group will meet monthly (the second Friday of each month) in person, with virtual meetings available as needed and/or as determined by the Directors Group. The Directors will adopt and amend annual budgets; consider and recommend transactions including staffing, contracts, leases, and grant applications; and adopt and amend bylaws. The CREST AMHI will be overseen by the Directors Group that is comprised of the following representatives:
 - c) County Entities (8)
 - 1) One voting representative from each of the participating county entities when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each voting representative is designated by the respective Local Mental Health Authority.
 - 2) If a voting representative is unable to attend, that participating county entity may send a replacement voting member. The expectation is that the replacement voting member will be fully briefed and prepared to vote on any matters before the Directors Group.
 - 3) Participating county entities may send additional non-voting representatives to participate in meetings as needed based on the agendas.
 - 4) Membership terms are sent by each Local Mental Health Authority.
 - d) Department of Human Services (2)

One representative from State-Operated Services and one representative from the Department of Human Services/Mental Health Division will be designated for membership. These

representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.

e) Other Representatives

Based on meeting agendas, the Directors Group may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.

f) Chair: The Directors Group will be chaired on a rotating bases by the voting representative from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name.

1) The Chair will prepare agendas and related materials in collaboration with the Vice-Chair, CREST regional staff and/or others as needed.

2) The Chair will preside over meetings.

3) If the Chair is unable to attend a Directors Group meeting the Vice-Chair will preside over the meeting.

g) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example if the Fillmore County representative is Chair, the Vice-Chair will be the Goodhue County representative. The Vice-Chair position will also rotate annually based on alphabetical order of county entity name.

1) The Vice-Chair will assist with agenda preparation and chair meetings when needed.

h) Directors Group Minutes: The Directors Group minute taking will be on a rotating bases from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name. For example, if MNPrairie is currently taking minutes than Mower County will take minutes the following year and so on.

i) Decision Making: An attempt will be made to settle all Directors Group issues through a consensus model of decision making; however, a quorum shall consist of five members of the Directors Group for any meeting. A quorum must be present, either in person or via technology, for decisions to be made.

2. CREST Regional Management Team: The day-to-day operations of the CREST AMHI will be administered by the CREST Regional Management Team. The RMT will meet monthly, held in person or virtually, but at least one meeting a quarter must be held in person. The May RMT meeting will always be held in person so that RMT can hold elections and review consumer per diem rates. The RMT will submit minutes and/or reports and recommendations (at least quarterly) to the CREST Directors Group for review. The CREST RMT will be comprised of the following representatives:

a) County Entities (8)

1) One representative from each participating county entity when they

have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each representative will be designated by the respective Local Mental Health Authority.

- 2) Three consecutive, unexcused absences or non-participation during virtual meetings by any staff representative, may subject the representative to a notice being sent to the staff representative's county entity Director to determine interest and continued participation with RMT.
- b) Consumers (8)

One consumer, family member of a consumer or consumer advocate from each county entity will attend the CREST RMT meetings.
- c) Department of Human Services (2)

One representative from State-Operated Services and one representative from the Department of Human Services/Mental Health Division will be designated for membership when they have signed the compact. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.
- d) Other Representatives

Based on meeting agendas, RMT may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.
- e) Chair: RMT will be chaired on a rotating bases by a voting representative from each participating county entity. The rotation will be annually, beginning in May, and in alphabetical order based on county entity name.
 - 1) The Chair will prepare agendas and related materials in collaboration with the CREST Regional Program Coordinator and Vice-Chair.
 - 2) The Chair will preside over meetings.
 - 3) If the Chair is unable to attend a RMT meeting the Vice-Chair will preside over the meeting.
- f) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example if a Fillmore County representative is Chair, the Vice-Chair will be a Goodhue County representative. The Vice-Chair position will also rotate annually, beginning in May, based on alphabetical order of county entity name.
 - 1) The Vice-Chair will take minutes at RMT meetings.
 - 2) The Vice-Chair will assist with agenda preparation and chair meetings when needed.
- g) CREST Regional Program Coordinator
 - 1) Maintain RMT records, including but not limited to mailing lists and meeting minutes.
 - 2) Communicate with RMT members regarding meetings, agendas, etc.
 - 3) Work with Olmsted County finance staff regarding payment

of consumer per diems.

- h) The Chair and Vice-Chair position can be held by any county entity representative, whether the person is staff or a consumer representative.
- i) Decision Making: An attempt will be made to settle all RMT issues through a consensus model of decision making; however, "majority vote" shall rule when voting on issues.
- 3. Annual Joint RMT and Directors Group Meeting: At least once a year the Directors Group and RMT will repurpose their monthly meetings to hold a joint meeting. The decision of when to hold this joint meeting will be decided mutually between the Directors Group and RMT. Agenda for the joint meeting will be decided mutually by the Chair and Vice-Chair of Directors Group and RMT.
- 4. Committees: As needed, either the Directors Group or the RMT may establish a committee or subgroup to achieve a purpose of the CREST AMHI. Committee terms and number of members will vary by each committee and will be set by either the Directors Group or RMT. Committee members do not need to be members of the Directors Group or RMT but can be providers, county staff, consumers, community members, etc. The simple majority rule shall be implemented for all committees and subgroups.
 - a) Executive Committee: The Directors Group established an Executive Committee. This committee will comprise of the Chair and Vice-Chair of the Directors Group, one at large attendee of the Directors Group, CREST regional staff (as needed) and additional members as determined by the Directors Group. The Executive Committee will review and if needed research topics that come before the Directors Group in order to provide recommendations at Directors Group meetings.
- 5. Per Diems: For county entity staff serving on either the Directors Group or RMT, that county entity will determine any compensation received for serving. There will be no per diems provided by CREST to county entity staff. The only per diems provided by CREST will be to the RMT consumer representatives. The per diem rate for consumer representatives will be a flat rate to attend each RMT meeting and mileage for those meetings that are in person. Mileage will be reimbursed for in person meetings based on the current IRS rate. The flat per diem will be set annually by the RMT at the RMT May meeting.
- 6. Conflict of Interest: Directors Group and RMT members must immediately acknowledge a conflict of interest with any particular issue pending before the issue is discussed, as soon as that member believes that an actual, or apparent, conflict exists. Members are expected to maintain the highest ethical standards which include the avoidance of even the appearance of

impropriety.

G. Roles and Responsibilities of Each Party

DHS and the local mental health authorities from southeastern Minnesota each have a number of responsibilities with respect to meeting the consumer outcomes as identified above. The following are the key responsibilities of each.

1. Joint Responsibilities
 - a. Participate in the CREST Directors Group. The Group is established to ensure Compact implementation, monitoring, and compliance. The Group has created its own operating bylaws, which are incorporated in the Compact.
 - b. Review and approve any Compact amendments.
 - c. Prepare and approve Memorandum of Understandings which supports the goals of the initiative.
 - d. Carry out the roles and responsibilities assigned to each party by M.S. 245.461, 2568.0622, 256B.0623 and 2568.0624.
 - e. Meet to review progress in implementing services and activities and to support each other in the attainment of outcome measures.
 - f. Explore ways to find startup funds for any new community-based programs.
2. Local Mental Health Authority Responsibilities
 - a. Provide guidance and information on local community needs and programming that can address those needs.
 - b. Implement services and activities that correspond to the identified consumer outcomes in the Compact.
 - c. Collect and report data as necessary to determine the success of meeting the outcome targets.
 - d. Work with DHS to develop, implement, and administer a consumer satisfaction survey.
 - e. Assign a county representative to the CREST Directors Group and one to the CREST RMT.
 - f. Designate an entity as fiscal host for the grant funds and revenues generated by the CREST AMHI. See Section G4 - Fiscal Host Responsibilities.
 - g. Ensure consumers and other local stakeholders participate fully in the planning process.
3. DHS Responsibilities
 - a. Affirm that DHS has the fundamental and primary responsibility to provide mental health services to persons in need and that these cannot be delegated to the local mental health authority (Minnesota Statutes, Chapters 245, 246 and 253).
 - b. Receive information on programmatic needs *from* the CREST Regional Management Team and the CREST Directors Group and collaboratively work to respond to those needs.
 - c. Meet with the local mental health authority representatives as needed - but at least monthly - and provide technical assistance, support and be actively involved in program implementation.

- d. Respond to waiver requests within 30 days with resolution in conjunction with timeframes established in the CREST AMHI.
- e. Redeploy State-Operated Services employees to the CREST AMHI project at such time that community-based services and sites are ready to start operation.
- f. Provide - through its representatives at St. Peter Regional Treatment Center (SPRTC), State Operated Services (SOS), and the Mental Health Division - data necessary to determine the success in meeting the outcome targets.
- g. Assist the local mental health authorities to develop a consumer satisfaction survey consistent with the outcome targets.
- h. Prepare any necessary report for the Legislature on the status or success of the project.
- i. Ensure that any funds generated through this project are used to further the purposes of the CREST AMHI project.
- j. Ensure that resources are available via State Operated Services/Department of Human Services to meet the mental health needs within CREST that cannot be met by the community-based system of care. DHS commits to adhere to its legislative mandate that says: The commissioner's proposals to close a regional treatment center, state- operated nursing home or program operated by a regional treatment center or state-operated nursing home under this subdivision must not result in a net reduction in the total number of services in any catchment area in the state and must ensure new community-based programs are located in areas that are convenient to the individuals receiving services and their families [Special Session HF 6-Article 6, section 64, subdivision 1, (c)]; and there shall be no increase in the county share of the cost of care provided in state operated services without legislative authority [Special Session HF 6-Article 6, section 64, subdivision 4, (b)].

4. Fiscal Host Responsibilities

- a. Olmsted County is designated as the fiscal host for CREST. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds accruing to CREST from any source whatsoever. The fiscal year for shall be a calendar year, January 1 through December 31.
- b. The fiscal host contracting policies and procedures will be followed regarding any contracts, leases, and/or grant agreements with other entities on behalf of CREST with the approval of the CREST Directors Group.
- c. The CREST county entities will execute cooperative agreements detailing the receipt and distribution of grant funds.
- d. The fiscal host shall be eligible for reimbursement of costs incurred in the administration of CREST funds. This reimbursement shall be

determined by the CREST Directors Group in its approval of the budget and shall not exceed 10% of the operating expenses.

- e. The fiscal host shall ensure the receipts and expenditures of CREST funds are included in an annual audit of the County conducted by the Minnesota Office of State Auditors or Certified Public Accounting firm.

H. Liability:

The Partners agree that each party will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for acts of and others or results thereof. The State agrees to defend and indemnify the County entities for actions of State employees. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The County entities agrees to defend and indemnify the State for actions of County entity employees. County entity's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable law.

I. Amendment, Revisions or Clarifications

The Compact shall be reviewed annually, or upon request, by the Directors Group and may be amended to reflect mutually agreed-upon changes which shall be in writing.

J. Conflict Resolution

Any conflicts that arise will first be brought to the RMT; if unresolved, it will be referred to the CREST Directors Group. Any unresolved conflict in the administration of the Compact may be submitted directly to the Assistant Commissioner of Continuing Care or the Commissioner of Human Services for mediated resolution. The Commissioner's office may use the services of appropriate State-level mediation services to facilitate mutually agreeable outcomes to the dispute.

K. Terms of the Compact

This Compact will be effective on the date of final signature obtained from the authorized County representatives and initial authorization by the Commissioner (or his designee) of the Minnesota Department of Human Services. The conditions and commitments of each party to this Compact will apply until such time that one or more parties wish to withdraw from the Compact. A 90-day written notice to the remaining parties must be given. At such a time, all parties agree to meet to review the conditions and commitments of this Compact and to consider revisions as may be agreed upon by the remaining parties.

L. Dissolution

1. If any participating county entity chooses to opt out of providing CREST-funded mental health services, it will provide written notice to the other Compact members at least 90 days prior to the proposed opt out date. In this event, the remaining Compact members shall jointly determine whether to dissolve the Compact or redistribute the CREST funds amongst the remaining county entities and amend the Compact.

2. The Compact members may dissolve the Compact effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Compact may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate under this Compact or are no longer eligible for the funding proposed for payments authorized by this Compact.
3. Any such dissolution of the Compact shall not reduce or negate any obligations or liabilities of any party already accrued prior to such dissolution.
4. At the time of dissolution of the Compact, the Directors Group should dispose of any assets of CREST in a manner that is consistent with the purpose of CREST. It is intended that the Directors Group will terminate its operation at the conclusion of the Compact. An orderly transfer of responsibility and function to other extant and appropriate organizational and governing structures in place at the time of the Compact's dissolution is intended.

M. Severability.

The provisions of this Compact are severable. If any paragraph, section, subdivision, sentence, clause, or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Compact.

N. Entire Agreement.

This Compact and the documents referred to within contains the entire terms of the Compact and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Compact.

O. Counterparts.

This Compact may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Compact as of the dates written below.

CREST AMHI Compact Member Signature

The undersigned accepts the understandings and commitments contained in the CREST Compact.

COUNTY OF Houston

By: _____

Dewey Severson

Title: Chairperson of the County Board

Dated: _____

ATTESTED TO:

By: _____

John Pogleasa

Title: Director Public Health & Human Services

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____

Sam Jandt

Title: County Attorney

Dated: _____