

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: June 27, 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 Pugleasa, Recorder Mary Betz, Environmental Services Director Martin Herrick, Deputy Auditor/Treasurer Mark Bennett, Deputy Auditor/Treasurer Polly Heberlein, Deputy Auditor/Treasurer Nikki Konkel, Human Resources Director Theresa Arrick-Kruger, Sheriff Brian Swedberg, Officer Calvin Nagle, Investigator Steve Garrett, Nicole Garrett, Mark Peterson, Daron Peterson, Sam Costigan and Franci Palen

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Johnson, seconded by Commissioner Burns, motion unanimously carried to approve the meeting minutes from June 13, 2023.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the Workgroup Session meeting minutes from June 20, 2023.

Public Comment:

None.

APPOINTMENTS

None.

CONSENT AGENDA

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

- 1) Acknowledged and accepted the resignation of Donna Trehus, Auditor/Treasurer, effective 8/2/2023 and thanked her for her 12 1/2 years of service to the residents of Houston County. Commissioner Johnson praised A/T Trehus for her ability to work so well with the public.
- 2) Amended the hire date for probationary Sheriff's Deputy, Storm Davis from 6/25/23 to 7/03/2023.
- 3) Accepted the resignation of Amy Gehrke, Lead Dispatcher/Jailer/ Programmer, effective 7/23/2023. Sheriff Swedberg informed the board that Amy will be going back to school for law enforcement.
- 4) Approved initiating a search for a 1 FTE Lead Dispatcher/Jailer/Programmer.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Myhre seconded, motion unanimously carried to approve an IUP for Mathy Construction to operate a temporary bituminous plant in Spring Grove Township. This permit will carry through the end of the year in which both county and local work will be performed.

File No. 2 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve Regional Administrative Agency Cooperative Agreement Fraud Prevention Investigation Program. This is a routine 2-year contract that is hosted by Wabasha County which expires June 2025. Commissioners Johnson and Severson would like the Wabasha Host Representative to give updates on specifics to the Board. Public Health and Human Service Director John Pugleasa will reach out to Wabasha and invite the Representative to a future board meeting.

File No. 3 – Sheriff Brian Swedberg presented Officer Calvin Nagle with a Life Saving Award due to his quick action on May 23, 2023 on Highway 44 near Spring Grove giving aid to an accident victim that he performed CRP on. Officer Nagle's life-saving-aid allowed the family to speak to the victim before his passing, giving the family closure. The victims two sons were also present and thanked Deputy Nagle for his assistance to their Father, allowing the extra time to spend with him to fulfill his wishes.

File No. 4 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve 2023 budget amendments to accurately reflect various revenues and expenditures including 2023 payroll adjustments, significant increase to interest income and jail staffing reduction. It was noted that more adjustments are typically done in December as well. "Those numbers will then be used as a base as we begin the 2024 budget process" stated

Finance Director, Carol Lapham. With the amendment adjustments, the 2023 revised budget shows a surplus of \$74,565.00

DISCUSSION ITEMS

Environmental Services Director Martin Herrick responded to questions regarding the Planning Commission Comprehensive Plan meeting by stating that his office is working on a Notice of Intent for the newspapers. The Comp. Plan process does require a Public Hearing as it is in regards to an ordinance. It is not a resolution to adopt. After the Public Hearing, a recommendation will then be made to the board. Commissioner Johnson wishes to move forward on this Public Hearing process ensuring all proper steps are taken, as this Comp. Plan is the heart of zoning and this ordinance will help guide us. Environmental Services Director Martin Herrick will create a timeline, itemizing information and include suggestions on how things can be phrased. He will ensure the procedures are followed to make this process complete.

Commissioner Myhre attended a zoning meeting recently in which 3 of the 4 items were passed with 1 being tabled. Commissioner Myhre was contacted by individuals who had previously requested a fence be built along the road at the Freeburg Church. At this time, the fence will be built by these individuals but they are asking for assistance from Engineer Pogodzinski in wanting to find the road right-of-way so the fence can be placed in the appropriate place.

Commissioner Schuldt had no extra meetings but noted a jail meeting is scheduled for this week.

Commissioner Burns mentioned that the Highway Department will be increasing fees to the townships due to equipment rental increases that are needed as shared by Highway Accountant Sheila Schroeder at the Finance meeting that was previously held prior to the board meeting. The township clerks will be notified of this increase in advance. Burns also mentioned that Public Health Director Pugleasa reported on a Dental Access Clinic coming to Houston County once a month. The County must provide space and reimburse for transportation costs to get here. There are possible 50-50 grant programs to help with the transportation fees and will help reduce paperwork.

Items mentioned from the Department Head meeting included the fact that there are still some issues between the County's transfer of accounts from Bank of the West to Merchants Bank. Some direct deposits have not yet switched as originally planned to the new bank yet. It was shared that Auditor/Treasurer Trehus is happy with the current interest rates. Trehus also reported that she has received a quote for 33 Poll Pad upgrades along with 3 additional Poll Pads to accommodate all of the County's precincts. If approved by the county board, all 36 Poll Pads should be good through 2030. Trehus will bring the quote before the board for approval at a future board meeting. Commissioner Burns reported on his past and upcoming committee meetings. Commissioner Burns stated that Botcher Park has been all cleaned up with the help of the county highway department. He also mentioned he received a call from a Parks Committee member

regarding a recent Health & Safety inspection from MDH (Minnesota Dept. of Health) at Wildcat Park in which Engineer Pogodzinski is working with the managers to rectify the findings. The findings will be reported back to MDH.

Discussion amongst Commissioners regarding the AMC Advisory meeting took place. AMC is looking for volunteers for a variety of new task forces and committees in 5 different categories. Commissioners Burns, Severson and Johnson are considering being volunteers on 3 of the 5 categories.

Commissioner Severson attended a Solid Waste meeting and reported a new contractor for compaction is in place through 2040. He attended a Statewide SHAK meeting in which he learned grant proceeds will be split between all 87 counties in Minnesota. He noted the Cannabis work is still in progress. He learned there is some beach monitoring going on in various areas. As far as well testing goes, Jordan of the Highway Dept. has a plan in place. Green burial was also discussed. More meetings are scheduled in October and then in December after the convention takes place. The highlight of the Department Head meeting pertained to the County's IT issues. Our IT Dept. has been busy patching issues, updating our Public IP addresses and stressing the importance of being able to identify Cyber Theft. Severson stressed the importance of the saying, "If it doesn't look right, don't click on it".

There being no further business at 9:53 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on July 11th, 2023.

BOARD OF COUNTY COMMISSIONERS
HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer



Date: July 5, 2023

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA and John Pogleasa, Public Health and Human Services Director

RE: Houston County Childcare Enhancement Proposal

Background: The Houston County EDA was awarded a grant from First Children's Finance (FCF) valued at \$42,000 to help study and address childcare needs in Houston County. Through the grant process a core team of professionals, parents, educators, government officials, business people, and community members have been working together to study and address needs. The Houston County EDA along with Houston County Public Health and Human services have helped lead the process. Meanwhile Workforce Development Inc. (WDI) has also been working on solving childcare hurdles. Houston County is currently short over 200 childcare slots in the 0-5 age range. We know this has a negative impact on economic development. The goal of the core team is to support existing childcare providers while creating additional childcare slots. **WDI has come up with a Houston County Childcare Enhancement Proposal focusing on the areas of outreach, training enhancement, facilities support, and onboarding tracts. WDI plans to work alongside the Houston County Core Team to achieve goals. (See attached proposal from WDI.)**

Action Required: Approve ARPA funding in the amount of \$255,000 for a three year project. Potential leveraged funding is to total \$130,000. WDI and partners in the project plan to aggressively seek out additional funding streams to support the continuation and expansion of the project.

Houston County Childcare Enhancement Proposal

In almost every discussion around economic development the lack of available childcare spots comes up as a significant barrier to attracting new workers to support needed growth. While childcare challenges are a serious concern throughout Minnesota, in Houston County there is an especially dedicated and invested group capable of collaborating on a comprehensive effort to improve supports for childcare provider development and maintenance. The proposed efforts below are all designed to help the Houston County Core Childcare Team with their mission to “support existing childcare providers while creating additional childcare slots”. If approved, the framework utilized to prepare this plan could provide a template for other communities to follow suit. While ARPA funding will be vital to the launch of this pilot program other funding sources will also be leveraged whenever possible in the three focus areas of Outreach, Training Enhancement, and Facilities Support.

Workforce Development, Inc. (WDI) will be the fiscal host for this effort, as the organization has a history of success in this role for similar projects. The Houston County Core Childcare Team will maintain oversight of the efforts, with WDI representatives providing regular progress updates at the Team’s meetings over the three year span of this project.

Focus Area 1: Outreach

Concerted marketing will be done not only to attract new potential providers to the area, but also to dispel negative stereotypes of childcare as an undesirable occupation. Research will also be done on emerging models of care to see if they are appropriate fits for the Houston County area.

Funding Request: \$150,000 over 3 years, leveraging \$30,000 funding from WDI over 3 years

- WDI staff members assigned to coordinate the childcare project, conduct outreach and organize events, outreach strategies, and include partners to implement outreach initiatives. WDI will also serve as a sustainability partner, seeking additional funding streams and securing grants as available to expand these efforts and continue the project beyond three years.
- Marketing materials would be developed and distributed by the Houston County Core Childcare Team, with assistance from WDI’s marketing manager and local outreach specialist.
- Presentations and career events would be brought to local schools introducing youth to the childcare field as a potential career pathway to pursue. Those interested would be supported by WDI’s local Youth Planner.
- Families First representative for Houston County Jackie Perscher, E1 Navigator James Clinton, Economic Development Association (EDA), and Workforce Development Inc. (WDI) will collaborate to assemble a ‘combined package’ of childcare business startup resources.
- While Houston County is fortunate to have a local childcare provider’s association, ARPA funding will be utilized to formally boost it and offer venues to strengthen its connections through networking/support meetings to pull in and support newer or potential providers.
- Outreach and research would be done on emerging childcare models, including the ‘pod model’ that has been recently launched in several Minnesota communities, to assess which one may be the best fit for the Houston County region.

Focus Area 2: Training Enhancement

Several key training resources for existing and new childcare providers would utilize ARPA funding to improve their offerings or stabilize their availability.

Funding Request: \$45,000 over 3 years, anticipating leveraged funding up to \$100,000 through WDI competitive grant applications and other partnership grants

- WDI, Southeastern Minnesota Initiative Foundation (SMIF), and EDA will collaborate on braiding ARPA and Incumbent Worker Funds to help pay for higher value trainings at 'Super Saturday' events, such as the Conscious Discipline curriculum. During these efforts a combined training 'menu' will be developed for local providers to select from based upon their most urgent need.
- WDI will apply for a regional Pathway to Prosperity Early Childhood Education grant from DEED that will help cover costs of formal certification and education as well as providing laptops and internet utility support. If DEED funds are not approved for this program, ARPA funds would be used to implement a smaller version for Houston County only.
- The Regional Childcare Conference that was held annually before COVID will be relaunched and based in Houston County. Funds from multiple support groups and sponsors will be leveraged in addition to ARPA funds.

Focus Area 3: Facilities Support

A small but easily accessible pool of funds for minor facilities or equipment updates has already proven effective in other communities at supporting the development of new childcare providers, both family and center-based.

Funding Request: \$60,000 over three years, \$20,000 per year

- Utilizing an approach similar to the one already proven successful in the city of Wabasha, the Houston County Childcare Core Team would oversee and approve funding support requests from existing and prospective childcare providers to help them achieve or maintain licensure. WDI would act as the fiscal host and assist in processing payments.

Provider Onboarding Tracks

Prospective / New Provider Track

1. Introduction to benefits of career in childcare services through school presentations, career awareness events, and career planning services
2. Free childcare certification training and equipment paired with WDI navigation services that include wrap-around supports and continue throughout career journey
3. Access to 'combined package' of childcare business startup resources provided by Families First, WDI, and E1 Collaborative
4. Funding to cover facility updates needed to achieve licensure.
5. Transition to Existing Provider Track

Existing Provider Track

1. Introduction to Houston County Childcare Core Team and provider support network via marketing materials and outreach efforts

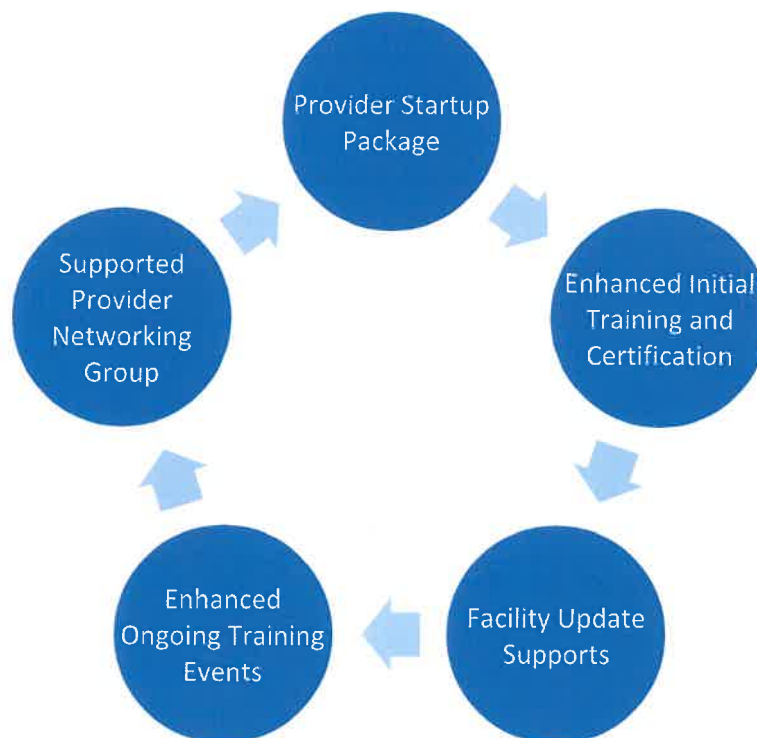
2. Access to enhanced “Super Saturday” training events and training ‘menu’ at no cost
3. Access to Regional Childcare Conference
4. Funding to cover facility maintenance and updates needed to maintain licensure
5. Access to new staff and/or interns through Pathways grant participants

Summary

Through research and multiple conversations, it has been identified that there are nine key partners essential for childcare development and support efforts to have the greatest chance of success. They are local County/City government, local existing providers, local EDA/Port Authority, local Chamber of Commerce, Families First of MN, First Children’s Finance, WDI, SMIF, and E1 Collaborative. All of these key partners would be engaged in the proposed resolution efforts listed above. Incorporated into the funding requests is dedicated WDI staff time for networking and managing with the appropriate partners. The Houston County Core Childcare Team would always have final say in which partners are involved in which projects, for example the CEDA representative Allison Wagner has been integral to multiple efforts and could likely add value to all of the resolution efforts listed above. While ARPA funding will be essential to the launch of this pilot program, successful efforts will be able to garner future funding from other sources to maintain support efforts well beyond the three year timeline. Our anticipation is that we would report back to the board on a regular basis to evaluate and update on progress, successes and challenges, and potential advancement of the project’s core goals.

Total Ask: \$255,000 for a three-year project. Potential leveraged funding to total \$130,000. WDI and the partners in the project plan to aggressively seek out additional funding streams to support the continuation and expansion of the project.

Cycle of Childcare Provider Supports



**HOUSTON COUNTY
AGENDA REQUEST FORM
July 11, 2023**

Date Submitted: July 6, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- NONE

APPOINTMENT REQUEST

- NONE

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- Accept the resignation of Heidi Lapham, Deputy Auditor/Treasurer, effective at the end of the business day, 07/14/2023, with thanks for her 1.5 years of service to Houston County
- Initiate a search for a 0.5 FTE Deputy Auditor/Treasurer (License Center)

Sheriff's Office

- Amend the resignation date of Amy Gehrke, Lead Dispatcher/Jailer/Programmer, from 07/23/2023 to 07/15/2023

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> HR Director	<input checked="" type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> (indicate other dept)	<u>A/T</u>
	<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: 6/22/2023

Person requesting appointment with County Board: Dan Wermager

Will you be doing a power point or video presentation: _____ Yes _____ X - No

Issue:

Request approval to enter into a application/contract for a pollinator & brush management project in Sheldow Twp. at Botcher Park.

Attachments/Documentation for the Board's Review:

1) Application/Contract, 2) Project Plans, 3) Map of project area.

Justification:

Action Requested:

Approval and signing of cost share application/contract for the project.

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.

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization: Root River SWCD	Contract Number: 02HELP	Other state or non-State funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> No	Amendment <input type="checkbox"/> Board Meeting Date(s):	Canceled <input type="checkbox"/> Board Meeting Date(s):
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name County of Houston	Address 304 S. Marshall Street	City/State Caledonia, MN	Zip Code 55921
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name: Sheldon	Township No: 103N	Range No.: 6W	Section No. 19 & 20	1/4, 1/4 NE 1/4 SE 1/4 & SE 1/4 SE 1/4 NW 1/4 SW 1/4
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Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 5 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 7/13/24, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices/receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.

4. Not accept cost-share funds, from state sources in excess of 75%, or state and non-state sources that when combined are in excess of 75% of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

TENNESSEN WARNING NOTICE

As an additional condition of receiving monetary compensation from the Root River Soil & Water Conservation District, you will need to provide your tax identification numbers or social security number. Your social security number is private data under the Minnesota Government Data Practices Act. Private data on individuals is not available to the public, but it is available to other persons or entities authorized by law to receive the data. Your social security number may be given to the commissioner of revenue for purposes of tax administration. The social security number is also provided to the commissioner of finance and the Houston County Finance Department for the issuance of 1099 tax forms. If the social security number is not provided, the cost share payment will be forfeited.

Date	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: **327 - Conservation Cover**

Practice standard(s) or eligible component(s) 314 - Brush Management	Engineered Practice: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Total Project Cost Estimate \$1,420.00
	Ecological Practice: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
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Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 75.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date	Authorized Signature	Total Amount Authorized \$1,065.00
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ROOT RIVER SWCD

PRACTICE: **(327) – CONSERVATION COVER, (314) – BRUSH MANAGEMENT**

LANDOWNER: **HOUSTON COUNTY**

ADDRESS: **304 S. MARSHALL ST. CALEDONIA, MN 55921**

LANDOWNER PHONE #: **507-725-3925** Cell: **507-459-4191**

FIELD OFFICE: **CALEDONIA** PHONE: **507-724-5261 EXT. 3**



T103N
R6W
Sec. 19,
20

MINNESOTA SPECIFICATIONS FOR CONSERVATION PRACTICES APPLY FOR ALL MATERIALS AND CONSTRUCTION WORK.



NOT TO SCALE

COOPERATOR APPROVAL

I have reviewed and understand the construction plans and specifications and agree to complete the work accordingly. Failure to meet these plans and specifications may jeopardize any continued NRCS technical assistance or program financial assistance. I understand that it is my responsibility to secure all necessary permits and licenses, and to complete the work in accordance with all local, state, and federal laws. Modification of these construction plans or specifications must be approved by the SWCD before installation. I assume all responsibility for negotiations and contract agreements with the construction contractors.

I understand that it is my responsibility to locate, clearly mark, and protect all private utility facilities and tile lines within the work area. I understand that the SWCD assumes no responsibility for damage to existing utilities and tile lines.

GOPHER STATE ONE CALL

State law and NRCS policy require the excavator contact Gopher State One Call at least 48 hours prior to the start of excavation work. **GIVE NOTICE BY CALLING "GOPHER STATE ONE-CALL" AT (651) 454-0002 (TWIN CITIES METRO AREA) OR (800) 252-1166 (ALL OTHER LOCATIONS) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.**

LANDOWNER SIGNATURE _____ DATE _____

DESIGNED BY _____ DATE _____

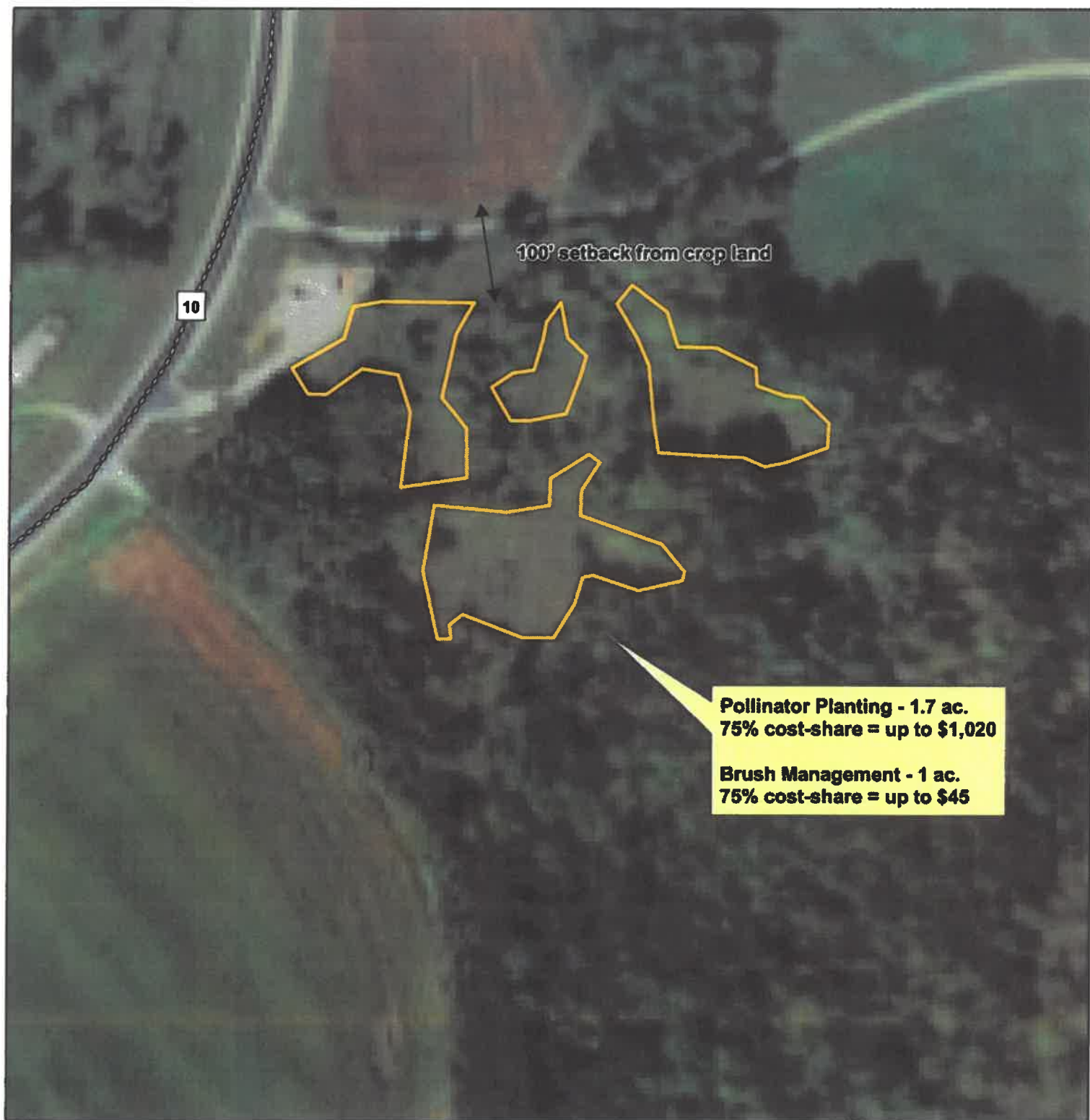
APPROVED BY _____ DATE _____

JOB APPROVAL CLASS 327 = 3, 314 = 2



Botcher Park - Houston County
H.E.L.P. Grant

4/6/2023
by: Daniel Wermager
Houston County



1:1,800

1 inch = 150 feet



County State Aid Highway

Minnesota specifications for conservation practices apply for all materials and construction work. These specifications are part of this plan.



ESTIMATED QUANTITIES

Designed **DOW**Designed **DOW** Date

Drawn _____

Checked _____

Approved _____

Drawing Name

Date _____

Sheet of



Habitat Enhancement Landscape Pilot (HELP)

Action Plan Template for Pollinator Habitat Projects

This template provides a framework for [HELP](#) and other projects focused on improving habitat for pollinators and other beneficial insects. The template is designed to help with project planning, tracking, and identifying key decisions & resources. **The use of this template is required for recipients of HELP funding.**

The template contains 5 sections:

Part 1. SITE DETAILS & CONDITIONS

Part 2. PROJECT GOALS & OUTCOMES

Part 3. DESIGN & IMPLEMENTATION

Part 4. MAINTENANCE & MONITORING

Part 5. RESOURCES

Part 1. SITE DETAILS & CONDITIONS

Date: 4/17/23

Project Planner/s: Dan Wermager

507-724-5261 ext. 3

805 N. HWY 44/76 Caledonia, MN 55921

Landowner/Manager: Botcher Park - Houston County

Jordan Goeden: 507-459-4191

Brian Pogodzinski: 507-725-3925

304 S. Marshall St. Caledonia, MN 5521

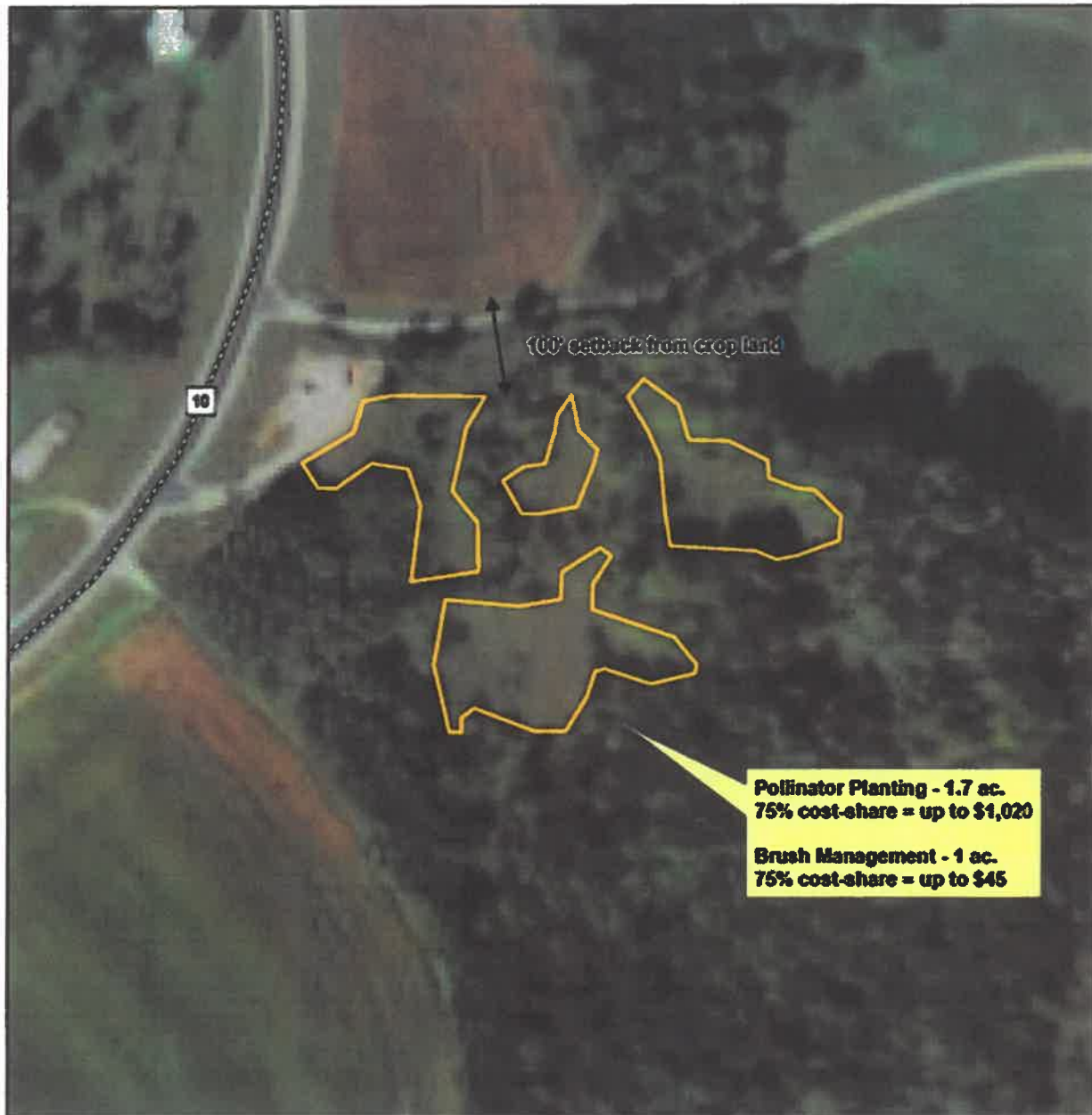
Location (county, address): Botcher Park 9497 County 10

Aerial photo/map (attach):



**Botcher Park - Houston County
H.E.L.P. Grant**

4/17/2023
by: Daniel Wermager
Houston County



1:1,800 1 inch = 150 feet



0 250 500 Feet

County State Aid Highway

Site Size (in acres):

Project Size/s (in acres or square feet): New Seeding = 1.7 ac. Brush Management = 1.0 ac.

Project Type/s

- ☒ Establish small (<5 acre) pollinator plots, including upland, wetland, riparian, or shoreline plantings
- ☐ Establish larger parcels of pollinator habitat (5 acres or greater)
- ☐ Enhance *existing* habitat, including prairie, savanna, woodland, wetland, riparian, or shoreline communities
- ☒ Other (describe): 1 acre of brush management.

Land Category

- ☐ State land ☐ Federal land ☐ City park ☒ County park ☐ Other protected natural area (describe):
- ☐ Existing RIM easement ☐ Existing CRP with a long-term commitment ☐ Newly enrolled CRP
- ☐ Land with other type of conservation easement (describe):
- ☐ Private lands not currently in long-term protection (describe):
- ☐ Other (describe):

Programs/Standards. This template focuses on the BWSR HELP Program. Is your project enrolled in any other program/s (e.g., CRP, EQIP, CREP)? If so, what standards do you need to comply with? (Please list): No.

Pre-Project Conditions (describe former and current land use, plant community composition, weed issues, crop history, pesticide use history, soil disturbance, presence of at-risk wildlife, etc.): Open grassy meadow, no known crop history, is being overgrown with trees. Current cover is brome, kentucky bluegrass, blackberry, white cockle, vetch, goldenrod, wild bergamot, and young box-alder trees.

Pre-Project Plant Community (provide a list of existing native plants & weed species that are present on-site and an estimate of their abundance (e.g., N- not present, R - rare, C - common, A - abundant). Include as attachment if necessary). Use Xerces plant community monitoring form if desired:

POLLINATOR HABITAT MONITORING FORM. For enhancement projects, please also attach any initial seed mixes that were planted.

Smooth Brome – A
Kentucky Bluegrass – C
Blackberry – C
White Cockle – C
Vetch – R
Goldenrod – C
Wild Bergamot - R
Box-Alder Trees - C

Soil Characteristics (drainage, texture, classification, etc.) *Attach a map as needed:*

Silt loam, loamy sand, and loamy fine sand. Well drained, somewhat excessively well drained.

Risk of Pesticide Drift or Contamination on Site

☐ Very Low to None ☒ Low to Medium ☐ Medium to High

Reasons for Selecting this Site (check as many boxes as apply):

☒ Overall likelihood of project success/ability to meet goals and objectives (explain): Flat site with fairly easy access, HWY Dept. can do the work themselves, is in the Priority 1 Area.

☒ Partner engagement (explain): We will be working with our partners: Houston County and their HWY Dept.

☐ Protection from pesticides (explain):

☒ Habitat connectivity, e.g., adjacent to another permanently protected piece of land; # of acres permanently protected within a 1 mile radius; etc. (explain): Is immediately adjacent to many acres of forest and a goat prairie.

☒ Potential to benefit at-risk species (explain): Is in Priority Area 1.

☐ Equity considerations (explain):

☒ Potential for public outreach (explain): It is in a public park with frequent visitors, which will interact with these plantings. Signs can be used to explain the project and further the outreach potential.

☐ Other (explain):

Part 2. PROJECT GOALS & OUTCOMES

Pollinator Habitat Goals and Objectives. Meeting the needs of target species can involve attention to host plants, nectar plants, nesting/overwintering resources, protection from pesticides, and thoughtful planning of any management that may impact the species (e.g., soil disturbance or fire).

☒ Diverse, high quality pollen and nectar resources

☒ Specific nectar/pollen plants (explain): Blazing Star, Wild Bergamot, Milkweeds.

☐ Specific host plants (explain):

☒ Diverse nesting resources (bunch grasses, dead wood, stems, branches, undisturbed soil, bare ground, leaf litter)

☐ Protection from pesticides

☐ Habitat connectivity

☐ Other (describe):

At-Risk Insect Objectives: Depending on your geography and goals, there may be priority pollinator species or groups to consider in your planning. Specific guidance & resources for a few select taxa are provided below. Please feel free to add additional priority taxa as you see fit.

BUTTERFLIES & MOTHS:

☒ **Monarch (*Danaus plexippus*):** Caterpillars feed exclusively on milkweed (*Asclepias*). Nearly all sites in MN have at least one milkweed species suitable for the geography and soils; see: [Xerces-MJV Milkweed guide](#). Adults have nectar plant preferences; see: [Xerces Great Lakes monarch nectar plant guide](#). Use

MN Wildflowers to check soil requirements and native range at the county level. See Monarch Joint Venture for mowing & other management guidelines.

☐ **Regal Fritillary and other fritillaries (*Speyeria*):** Larvae in this group can only feed on violet host plants. Violets generally establish more successfully from plugs compared to seed. Different species are adapted to open vs. wooded sites. Use MN Wildflowers to find appropriate violets for your county and conditions. Regal is distributed from NW MN to SE MN, see MN DNR species assessment for more details.

☐ **Baltimore Checkerspot (*Euphydryas phaeton*):** Larvae feed primarily on White Turtlehead (*Chelone glabra*) in moist meadows habitat. Adults nectar on milkweed, *Viburnum*, and wild rose. Range in MN: statewide except southwest. Larvae overwinter, which is unusual. More info: BAMONA, and Maryland Conservation Plan.

☐ **American Painted Lady (*Vanessa virginiensis*):** Larvae feed primarily on pearly everlasting (*Anaphalis*) and pussy toes (*Antennaria*). Adults nectar on a wide range of native plants including dogbane, milkweed, self-heal, and aster. Adults overwinter. Statewide occurrence in MN. More info: BAMONA

☐ **Black Swallowtail (*Papilio polyxenes*):** Larvae feed on golden Alexanders (*Zizia*) and other carrot-family members. Adults nectar on numerous native plants. Statewide in MN. Globally secure but can be rare at range periphery, including MN. More info: BAMONA

☐ Other (explain):

BEES:

☒ **Rusty Patched Bumble Bee (*Bombus affinis*):** This bee has preferred food plants (see Known Food Plants) as well as specific nesting, overwintering, and management needs (see: Xerces Habitat Assessment Guide and USFWS habitat management guide). Recent occurrences, including high potential zones, can be found here USFWS Distribution Map.) Report sightings to Bumble Bee Watch.

☐ **Yellow-banded Bumble Bee (*Bombus terricola*):** This bee has preferred food plants (e.g., *Vaccinium*, *Rosa*, *Spiraea*), and also has specific nesting and overwintering needs. See Xerces Conserving Bumble Bees.

☐ **Small carpenter bees (*Ceratina*):** These small cavity-nesting bees require dead stems/branches/canes for nesting and overwintering. Preferred nesting plants include: *Agastache*, *Monarda*, *Solidago*, *Sumac*, *Rubus*, *Viburnum*, and more. Additional resources: Save the Stems fact sheet.

☐ **Leaf-cutter bees (*Megachile*):** These bees snip leaf-tissue from specific plants to make their nests. Preferred plants for cutting include: *Desmodium*, *Fragaria*, *Amelanchier*, *Rosa*, *Fraxinus*, *Acer*, and *Tilia*.

☐ **Long-horned bees (*Mellisodes*):** These bees frequently visit sunflowers and other open flowers with abundant pollen. Nest in ground where protection from pesticides and cultivation is important.

☐ **Cellophane bees (*Colletes*):** Some of these bees are "specialists," only collecting pollen from specific plant taxa, such as ground cherries. Nesting is in soil, often in aggregations.

☐ **Mining bees (*Andrena*):** Many of these bees are "specialists," only collecting pollen from specific plant taxa, such as willow, spring beauty, geranium, and goldenrod. Nesting is in the soil.

Other Wildlife, Restoration and Water Quality Objectives (explain):

Examples include habitat for select fish, reptiles, amphibians, invertebrates, birds, mammals, etc.; restorations to accomplish goals in the MN Prairie Conservation Plan or other federal, state or local plans; lakeshore or stream stabilization, restoration of urban habitat corridors, etc.

Anticipated Outcomes (for each box checked, please explain outcome in further detail as specified):

☒ Increase in native plant community cover (e.g., transition from 5% native vegetation to over 95% cover of native grasses, sedges, forbs). Explain: Transition from 2% native forbs to over 5% native forbs and grasses.

☐ Increase in native wildflowers (e.g., estimate increase between existing wildflower % cover and projected % cover -the latter could come from % wildflowers by seed count in seed mix). Explain:

☐ Increase in specific high-value plants for pollinators (e.g., estimated increase in milkweed from ~5 stems per acre to ~50 stems per acre; introduction/establishment of X plant species required by target pollinators, etc.). Explain:

☐ Decrease in invasive species (e.g., decreased buckthorn from ~20% cover to ~5% cover; decreased kentucky bluegrass from 80% cover to 5% cover). Explain:

☒ Increase in education and awareness (e.g., installation of interpretive signage; hosting of a field day on site, etc.) Explain: Will increase education and awareness buy having this project in a public space.

☐ Increase in equity (e.g., habitat placement in underserved community; volunteer event designed to meet the needs of a specific underserved demographic, etc.). Explain:

☐ Other (explain):

PART 3. DESIGN & IMPLEMENTATION

Pesticide Risk Mitigation Measures

☒ Spatial buffer (describe): 100' setback from cropland to the north

☒ Coniferous or other drift protection buffer (describe): a couple hundred feet of deciduous forest buffer between the site and the cropland to the south

☐ Other (describe):

Learn more: [BWSR-Xerces guidance to protecting plantings from pesticides](#)

Proposed Seed Mix (list species and quantities per unit area, provide link/s, or paste at end of document):

Shooting Star Native Seeds' CP42 Standard Mix.

<chrome-extension://efaidnbmninnnibpcajpcglclefindmkaj/https://www.shootingstarnativeseed.com/wp-content/uploads/documents/crp-mixes/mn/mn-cp42-standard-pollinator-mix.pdf>

Note on Seed Mixes: custom mixes should be designed to meet the following requirements: all species included are native to region and appropriate to soils; seeding rates are high enough to be successful; several species are blooming in each season; plant diversity is as high as possible (while still appropriate

for site conditions & budget). The following pre-developed BWSR mixes may be appropriate for your project, or could be used as a starting point for a custom mix:

BWSR Pollinator Plot Mixes: [Seed Mixes | MN Board of Water, Soil Resources \(state.mn.us\)](#)

BWSR Wetland Mixes: [Seed Mixes | MN Board of Water, Soil Resources \(state.mn.us\)](#)

BWSR Prairie Mixes: [Seed Mixes | MN Board of Water, Soil Resources \(state.mn.us\)](#)

BWSR Woodland: [Seed Mixes | MN Board of Water, Soil Resources \(state.mn.us\)](#)

Proposed Plant List (if project includes plugs, bare roots, or container plants) (list species and quantities per unit area, provide link/s, or paste at end of document):

Site preparation methods for NEW site:

- ☐ Smother cropping with cover crops such as buckwheat or sorghum sudangrass (describe crop, timing, termination, and other details):
- ☐ Planting into annual row crop or cover crop that has been harvested (care must be taken to ensure crop was not treated with herbicides/insecticides that could carry over into the planting)
- ☐ Solarization with clear UV-stable plastic (describe timing and other details)
- ☐ Smothering with black plastic (describe timing and other details)
- ☒ Herbicide treatments (describe chemical, timing, and other details): Mow short then spray with herbicide in mid to late summer. We suggest using RoundUp or another herbicide with a short half-life. Do not use residual herbicides, as they can carry-over and kill the new seeding.
- ☐ Sod removal
- ☒ Other (describe): Brush management to remove small box-alder trees in project area.

Site preparation methods for ENHANCEMENT site:

Set back existing vegetation using the following method/s (check all that apply):

- ☐ Herbicide treatments
- ☐ Prescribed burn
- ☐ Tree/Shrub removal
- ☐ Invasive removal
- ☐ Other (explain):

Interseeding/plugging plan (list species and rates):

Learn more: [Xerces Interseeding guide](#), [PrairiePodcast](#) on interseeding (season 2, episode 14)

Plant materials used

- ☒ Seed ☐ Plugs/Small Transplants ☐ Bare roots ☐ Potted Plants

Seeding methods

- ☐ Native Seed Drill ☒ Hand Broadcast ☒ Machine Broadcast (e.g., PTO-fertilizer spreader)

Learn More: NRCS Pollinator Plot:

https://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/ndpmctn10293.pdf

Note: seeding rate must be increased when broadcast seeding to ensure establishment.

Seeding/planting timing: (see BWSR Native Vegetation Establishment guide)

Explain: After November 1st, or after soil temps are consistently under 50 degrees.

Is irrigation needed? If yes, explain frequency and type (e.g. drip, sprinkler, etc.): No.

Plant protection, if relevant: N/A

☐ Tubes / cages:

☐ Fencing:

PART 4. HABITAT MANAGEMENT & MONITORING

Habitat Management Activities

☒ **Mowing (describe height, timing, frequency):** Mow no shorter than 6-8" after area has been planted.

Maintenance mowing: mow before the primary nesting season or between August 1st and September 1st. **Must** do at least one maintenance mowing in project years 4-6.

During establishment period: mow 2-3 times the first year after planting is complete to keep weeds from seeding-out. May have to mow the weeds one more time the next year, as the natives are slowly building.

☐ **Grazing (describe frequency, intensity, rotation, etc.)**

☐ **Haying (describe height, timing, frequency):**

☒ **Hand-weeding, spot-spraying, etc. (describe method, timing, product, etc.):** Need to control weeds and woody vegetation throughout the 10 year lifespan of the practice, by spot spraying, spot mowing, or hand weeding/cutting.

☐ **Other (describe):**

Learn more: Maintaining Diverse Stands of Wildflowers Planted for Pollinators | Xerces Society.

Need to mow entire area at least one time mid-way through the 10-year lifespan of the project (years 4-6).

Monitoring Data Collection and Adaptive Management:

We recommend the following Evaluation & Monitoring Logs: <https://xerces.org/publications/habitat-assessment-guides/pollinator-habitat-monitoring-form>

SWCD staff will monitor projects via a site visit every two years. Inspection results will be recorded and shared with the landowner. Site access must be granted to SWCD staff for the 10 year lifespan of the project.

Considerations for at-risk species in management:

In addition to the management considerations mentioned above, natural lands where rare or endangered pollinators may be present require additional consideration of the specific life history traits of these species. For instance, some species of butterflies do not respond well to fire while other practices like mowing can destroy nest sites of rare bumble bees (e.g., see <https://www.fws.gov/media/conservation-guidance-rusty-patched-bumble-bee>). Explain any approaches you are taking to protect at-risk species, if this applies:

Project must be maintained for 10 years, in order to remain in compliance with grant rules. Landowner may have to pay back 150% of their previously awarded cost-share if they fail to maintain the project for the 10 year lifespan.

PART 5. RESOURCES

Note: Many resources are linked in the appropriate sections, above. Key general resources are listed here.

BWSR [Native Vegetation Establishment](#)

BWSR [MN Wetland Restoration Guide](#)

Xerces-BWSR [Protecting Pollinator Habitat from Pesticides fact sheet](#)

Xerces [Habitat Assessment Guides](#) for Natural Areas, Farms, *Bombus affinis*, and Beneficial Insects

Xerces [Pollinator Habitat Installation Guide](#)

Xerces [Organic Site Prep for Wildflower Establishment Guide](#)

Xerces [Interseeding Guide](#)

Xerces [Nesting Guide & Stem Nesting Bookmark](#)

Xerces [Maintaining Diverse Stands of Wildflowers Planted for Pollinators](#)

Tallgrass Prairie Center of Iowa [Habitat Restoration Series Technical Guides](#)

MN DNR [PrairiePod podcast](#)

USFWS [Conservation Management Guidelines for the Rusty Patched Bumble Bee](#)

Acknowledgements: Form developed in April 2022 by Sarah Foltz Jordan (Xerces Society) and Dan Shaw (BWSR). Reviewed by Kevin Roth (BWSR), Karin Jokela (Xerces Society), Tara Kelly (Washington County Conservation District), and Alyssa Bloss (Carlton County Conservation District).

Seeding Guide

If broadcast seeding, you must apply seed at a rate of 1.5 times the listed rate. To account for Pure Live Seed and to help the new seeding compete against the existing brome grass, you may want to apply seed at a rate of 2 times the listed rate.

Fall seedings (after Nov. 1) favor native forbs, and spring seedings (May 15 – June 30) favor native grasses.

ROUGH timeline/order of operations:

Year 1

- July 15 – Mow project area down as short as you can.
- August 1 – Let fresh new grass growth start to come. Spray project area with RoundUp or some other herbicide with a short half-life. DO NOT use residual herbicides, as they can carry-over and kill the new seeding.
- August 10 – Once project area is dead and crispy, till the entire area. Does not matter how deep. We just want a nice seed bed so we can get good seed-to-soil contact.
- September 1 – The tilling may cause a flush of weeds to come. If they do, let them all sprout and start growing, then spray them with herbicide again.
- November 1 (or when soil temps are consistently below 50 degrees) – Seed the project area with an approved seed mix. Can till area again right before planting if deemed necessary. To broadcast: pour seed in bucket, add sawdust or cracked corn to act as a carrier, mix thoroughly, and spread by hand or with broadcast seeder. Once seed is spread, go over it with a roller, a drag, a cultipacker, or a steel rake to assure good seed to soil contact.

Year 2

- Mow area 2-3 times at 6-8" high to keep weeds from going to seed.

Year 3

- Hand pull or spot spray weeds as needed. Natives should be in full swing! If not, you may have to mow everything again to keep weeds from going to seed.

Cut and spray woody vegetation at the same time as the pollinator planting site prep, or separately, any time after July 1st. See brush management plan for more guidance.

Definition

Restoring and conserving native plant communities to benefit pollinators, honey bees and associated wildlife.



Where Used

On landscapes which once supported the habitat to be restored and managed, including land retired from agricultural production entered in retirement programs.

Specifications

To attract pollinators, an area must have adequate sources of food, shelter and nesting sites. A variety of wildflowers and grasses will provide pollinators with food (nectar, pollen, and /or larval host plants). Optional blooming shrubs (1-2 rows) are an especially important source of pollen and nectar for pollinators, usually blooming well before many forb species. Plants must remain undisturbed throughout the growing season.

A pesticide application setback of at least 30' from the edge of the planting into the adjacent cropland is required on all planting configurations.

Plantings shall contain:

- A minimum of nine species of pollinator friendly native forbs – additional forbs are encouraged.
- At least three species shall be from each bloom period – early, mid and late flowering season so that pollinators have continuous food sources.
- A minimum of two native bunch grasses to provide nest sites.
- The mixture will result in 35-40 seeds/ft². Forbs will comprise 75% - 80% of the mixture based on seeds/ft². See Table 1 for recommended species and MN Agronomy Technical Note #31 and #9 for design specifications.
[Agronomy Technical Notes | NRCS Minnesota.](#)
- [Seeding Tools | NRCS Minnesota](#)
- *Mixtures designed to benefit monarch butterflies shall include nectar and larval plants beneficial to the Monarch butterfly. To provide food for monarch butterfly larvae, plantings shall include at least one species of milkweed (Asclepias spp.). Milkweed species shall comprise at least 1.5% of the total mixture (grass and forbs) based on seeds/ft². To provide food for adult Monarchs, at least 60% of the forb seeds in the mix shall be from the monarch butterfly planting list in Table 1.*

SIZE

- Offer does not exceed 10 acres of CP42 per FSA tract. (CCRP Specific)
- Offer not to exceed 10 percent of the cropland acres per farm. (CCRP Specific)
- If planted in strips, each strip must be a minimum of 20 feet wide.
- Individual habitat areas of CP42 must be at least 0.5 acres in size.
- CRP Parcel less than 10 acres: At least 1.0 acre of pollinator habitat.
- CRP Parcel 10 acres or greater: At least 10% of acreage offered in pollinator habitat.

Grass/Forb Establishment

Site Preparation - Site preparation, which includes perennial weed abatement and seedbed creation, is crucial for successful native plantings. The key points are to remove *all* perennial weeds through herbicide use, smothering or another weed abatement method, and to prepare a firm seedbed that will ensure good seed-to-soil contact.

Land that has been in grass for many years usually has a thick residue layer on the soil surface. To allow for the best planting success, as much of this residue as possible must be removed. Three options are (1) grazing; (2) mowing with residue removed, and (3) prescribed burn. After most of the residue is removed, use of a broad-spectrum herbicide is usually essential in order to kill remaining vegetation (especially all aggressive perennial weeds such as smooth brome and Canada thistle).

Cultivation of the planting area is likely to raise dormant weed seed from deeper in the soil profile, causing it to germinate. Therefore cultivation should be avoided as a site preparation method. The prepared seedbed should be relatively smooth, with some visible bare ground to ensure good seed-soil contact.

Two planting methods are described below. Dormant season seeding (fall or frost seeding) is recommended. Fall dormant seeding favors forbs due to cold, moist stratification. Fall dormant seeding is recommended unless the forb seed has been pre-stratified before purchase.

No-Till Planting - If possible, use specialized no-till native grass drills for seeding pollinator habitat. Such drills have depth bands designed to handle a wide variety of seed (fluffy, smooth, large, and small) and low seeding rates. Since no-till drilling can plant directly into a light stubble layer, this method reduces erosion on the newly seeded site. Conventional grain drills are not capable of handling diverse seed sizes and are unlikely to provide satisfactory results.

While these no-till native seed drills can plant through light stubble, success is still likely to be greatest when most excess residue (heavy thatch) is removed. Similarly, cultipacking the ground prior to planting will help smooth the seedbed and may improve germination. Do not harrow or till the soil prior to planting, as heavy drills tend to sink in loose soil and depth control is difficult.

Plant seed around one-quarter inch deep. Some seed may be seen on the surface of the ground after seeding. Cultipack the planting area again after seeding if possible.

Broadcast Planting - Prepare a fine firm seedbed to a depth of 3 inches. Use a roller, cultipacker or similar implement prior to seeding. The seedbed should contain enough fine soil particles for uniform shallow coverage of the seed as well as creating direct contact with moisture and nutrients. Broadcast seed at a rate of 1.5 times the normal drill seeding rate. Harrow lightly with a chain link fence (not a heavy spike tooth harrow) to smooth the ground and cover the seed, and roll or cultipack the area again to pack the seed in place.

Post Planting - During the establishment year, mow annual weeds after they have reached 12" in height. Mow 2 to 3 times, generally on 30 day intervals from the date of seeding, or as often as needed to prevent weeds from flowering. Mow to a 6-8 inch height. Use a rotary mower or remove the clippings so as not to smother the seedlings. This will slow the weeds but won't harm the prairie plants. The second year, evaluate the stand to determine if weed control is necessary. If it is, spot mow weeds at a height of six inches. If there is enough material for a prescribed burn, this may be an effective method of control.

Use of Pesticides - Consider prior crop history. Sites with historic intensive row cropping utilizing insecticide treated seed, may benefit from a year of temporary cover to minimize negative impacts from insecticide carryover. Only those pesticides which are labeled for the specific use will be used. University and Extension publications and specific label instructions will be used for guidance on herbicide selection and use.

Operation and Maintenance

1. Prevent unmanaged vegetative disturbance.
2. After the seeding is established control all noxious weeds as identified by state and local laws, by: (a) spot treating with chemicals per label directions, or (b) spot mow before seed heads form.
3. Manage grasses and forbs periodically to rejuvenate grass quality and vigor. Management should occur within 3-5 years of adequate vegetative establishment. Mechanical management activities should take place prior to May 15 or after October 1 to protect late flowering plants. No more than 1/3 of the field should be manipulated in a given year.
4. Prescribed fire is the preferred management technique. Fall (October - Early November) burns tend to favor wildflowers.
5. Prevent animal damage by browsing mammals. Replace dead trees and shrubs as necessary.

TABLE 1: NATIVE FORB SPECIES BENEFICIAL TO POLLINATORS, MONARCHS AND OTHER BENEFICIAL INSECTS		Bloom Color	Honey Bee	Monarch	Flowering Season Early = April - June Mid = June - August Late = August - October
DRY to MESIC					
Butterfly Weed	<i>Asclepias tuberosa</i>	Orange	x	LH	Mid
Canada Milkvetch	<i>Astragalus canadensis</i>	Cream	x		Mid
Compass Plant	<i>Silphium laciniatum</i>	Yellow		H	Mid
Culvers Root	<i>Veronicastrum virginicum</i>	White	x	H	Mid
Dotted Blazing Star	<i>Liatris punctata</i>	Rose		H	Mid
Evening Primrose	<i>Oenothera biennis</i>	Yellow			Mid
Foxglove Beardtongue	<i>Penstemon digitalis</i>	White	x		Early
Ground Plum	<i>Astragalus crassicaupus</i>	Purple	x		Early
Hoary Vervain	<i>Verbena stricta</i>	Blue	x	H	Mid
Lance-leaved Coreopsis	<i>Coreopsis lanceolata</i>	Yellow	x	H	Early
Leadplant	<i>Amorpha canescens</i>	Purple	x	H	Mid
Long-headed Coneflower	<i>Ratibida columnifera</i>	Yellow			Mid
Ontario Blazing Star	<i>Liatris cylindracea</i>	Purple	x	H	Late
Purple Coneflower Narrow	<i>Echinacea angustifolia</i>	Pink	x	H	Mid
Purple Coneflower - Eastern	<i>Echinacea purpurea</i>	Pink	x	VH	Mid
Rough Blazing Star	<i>Liatris aspera</i>	Purple	x	VH	Late
Showy Goldenrod	<i>Solidago speciosa</i>	Yellow	x	VH	Late
Large-flowered Penstemon	<i>Penstemon grandiflorus</i>	Lavender	x		Early
Silky Aster	<i>Symphyotrichum sericeum</i>	Purple			Late
Skyblue Aster	<i>Symphyotrichum oolentangiense</i>	Blue	x	H	Late
Smooth Aster	<i>Symphyotrichum laeva</i>	Blue	x	H	Late
Spotted Beebalm	<i>Monarda punctata</i>	Lavender	x	H	Mid
Stiff Sunflower	<i>Helianthus paucifloris</i>	Yellow		H	Mid
Stiff Tickseed	<i>Coreopsis palmata</i>	Yellow		H	Mid
Wild Blue Phlox	<i>Phlox divaricata</i>	Blue	x	H	Early
Wild Columbine	<i>Aquilegia canadensis</i>	Red	x		Early
Wild Lupine	<i>Lupinus perennis</i>	Lavender			Early
Wild White Indigo	<i>Baptista lactea</i>	White			Early
Whorled Milkweed	<i>Asclepias verticillata</i>	White	x	LH	Mid - Late
MESIC to WET MESIC					
Blue Vervain	<i>Verbena hastata</i>	Blue			Mid
Bottle Gentian	<i>Gentiana andrewsii</i>	Blue			Late
Canada Tick Trefoil	<i>Desmodium canadense</i>	Purple	x		Mid
Common Oxeye	<i>Heliopsis helianthoides</i>	Yellow		H	Mid
Giant Sunflower	<i>Helianthus giganteus</i>	Yellow	x	H	Late
Golden Alexanders	<i>Zizia aurea</i>	Yellow			Early
Great Blue Lobelia	<i>Lobelia siphilitica</i>	Blue		H	Late
Ironweed	<i>Veronia fasciculata</i>	Purple	x	H	Late
Meadow Blazing Star	<i>Liatris lingulistylis</i>	Purple		VH	Late
Mountain Mint	<i>Pycnanthemum virginianum</i>	White	xx		Mid
Partridge Pea	<i>Chamaechrista fasciculata</i>	Yellow	x		Mid
Rattlesnake Master	<i>Eryngium yuccifolium</i>	White		H	Mid
Sawtooth Sunflower	<i>Helianthus grosseserratus</i>	Yellow		VH	Late
Tall Blazing Star	<i>Liatris pycnostachya</i>	Purple		H	Mid
Virginia Bluebells	<i>Mertensia virginica</i>	Blue	x	H	Early
Wild Bergamot	<i>Monarda fistulosa</i>	Lavender		VH	Mid
Yellow Coneflower	<i>Ratibida pinnata</i>	Yellow			Mid

TABLE 1: NATIVE FORB SPECIES BENEFICIAL TO POLLINATORS, MONARCHS AND OTHER BENEFICIAL INSECTS (cont)	Bloom Color	Honey Bee	Monarch	Flowering Season Early = April – June Mid = June – August Late = August - October
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WET					
Boneset	<i>Eupatorium perfoliatum</i>	White	x	H	Late
Cup Plant	<i>Silphium perfoliatum</i>	Yellow	x	H	Mid
Joe-pye Weed	<i>Eupatorium maculatum</i>	Rose	x	VH	Mid
New England Aster	<i>Symphyotrichum novae-angliae</i>	Purple	x	VH	Late
Panicled Aster	<i>Symphyotrichum lanceolatum</i>	White	x		Late
Sneezeweed	<i>Helenium autumnale</i>	Yellow	xx		Late
Swamp Milkweed	<i>Asclepias incarnata</i>	Red	x	LH	Mid
Wingstem	<i>Verbesina alternifolia</i>	Yellow	x		Mid

DRY to WET MESIC					
Anise Hyssop	<i>Agastache foeniculum</i>	Purple	x		Mid
Black-eyed Susan	<i>Rudbeckia hirta</i>	Yellow		H	Late
Common Milkweed	<i>Asclepias syriaca</i>	Purple	x	LH	Mid
Cream Gentian	<i>Gentiana flavida</i>	Cream			Late
Grass-leaved Goldenrod	<i>Euthamia graminifolia</i>	Yellow	x	H	Mid
Purple Prairie Clover	<i>Dalea purpurea</i>	Purple	xx		Mid
Maximilian Sunflower	<i>Helianthus maximiliani</i>	Yellow	x	H	Late
Spiderworts	<i>Tradescantia spp.</i>	Blue			Early
Stiff Goldenrod	<i>Solidago rigida</i>	Yellow	x	VH	Late
White Prairie Clover	<i>Dalea candida</i>	White	x	H	Mid
Yellow Giant Hyssop	<i>Agastache nepetoides</i>	Cream	x	H	Late

XX = Highest value honey bees

Monarch larval host = LH

Monarch nectar value = Very High, High

NATIVE GRASSES FOR NATIVE POLLINATOR, MONARCH AND HONEYBEE HABITAT	
	Percentage of Grass Mixture – Seeds/Ft²
Big Bluestem OR Indiangrass	0-25%
Little Bluestem	0-50%
Prairie Dropseed	0-50%
Rough Dropseed	0-25%
Sideoats Grama	0-25%
Wildrye (Canada or Virginia)	0-20%

WOODY SPECIES BENEFICIAL TO NATIVE POLLINATORS AND HONEY BEES		Value to Pollinators 1/	Flowering Season
American Plum	<i>Prunus americana</i>	G	Early
Button Bush	<i>Cephalanthus occidentalis</i>	EX	Mid
Common Chokecherry	<i>Prunus virginiana</i>	EX	Early
Common Ninebark	<i>Physocarpus opulifolius</i>	EX	Early
Dogwoods	<i>Cornus spp.</i>	G	Early
False Indigo	<i>Amorpha fruticosa</i>	EX	Mid
Fragrant False Indigo	<i>Amorpha nana</i>	EX	Mid
New Jersey Tea	<i>Ceanothus americanus</i>	EX	Mid
Native Rose Species	<i>Rosa spp.</i>	EX	Mid
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>	EX	Early
Willow, Pussy or Black	<i>Salix spp.</i>	EX	Early
1/ G = Good EX = Excellent			

Practice Specifications Approval and Completion Certification

LANDOWNER/OPERATOR ACKNOWLEDGES:

- They have received a copy of the specifications and understand the contents including the scope and location of the practice.
- They have obtained all necessary permits and/or rights in advance of practice application, and will comply with all ordinances and laws pertaining to the application of this practice.
- No changes will be made in the installation of the job without prior concurrence of FSA.

☐ SEE SIGNATURE COVER SHEET

I have reviewed all specifications and agree to install as specified:

Landowner/operator name and title (type or print):	Houston County	
Landowner/operator Signature:		Date:
Landowner/operator name and title (type or print):		
Landowner/operator Signature:		Date:

NRCS Review Only

DESIGN INSTALLATION AND LAYOUT APPROVAL:

JOB CLASS:

Designed By: Dan Wermager	Date: 4/18/23
Approved By: Dan Wermager	Date: 4/18/23

IV

RECORD OF COMPLETION AND CHECK OUT CERTIFICATION:

Treated Acres:	Date Completed by Client:	Date Certified:

Certification Statement:

I certify that implementation of this conservation practice is complete, meets criteria for the stated purpose(s), and meets the NRCS conservation practice standard and specifications.

NRCS Signature:	Date:
-----------------	-------



Grassland Management Implementation Requirements Conservation Reserve Program (CRP) - Management

Natural Resources Conservation Service (NRCS) - Minnesota

1/21



WHAT IS GRASSLAND MANAGEMENT?

Grassland management is used to develop and maintain grassland habitats in prairie, transition and forested regions of Minnesota. This practice improves habitat for certain species such as ring-necked pheasant, greater prairie chicken, sharp-tailed grouse, waterfowl and grassland dependent songbirds. Consider the effects of grassland management on at risk species, including state and Federally listed species.

REQUIREMENTS

CRP grassland management recommendations apply to practice CP-1, CP-2, CP-4B/D, CP-8A, CP-9, CP-10, CP-15A/B, CP-18B/C, CP-21, CP-23/A, CP-25, CP-28, CP-29, CP-30, CP-33, CP-37, CP-38, CP-39 and CP-41. Knowing what you have, what you want, and developing a plan to improve your habitat is the essence of a successful project. Refer to your CRP Conservation Plan for practice schedule.

MANAGEMENT

Grasslands may be managed by one or a combination of the following methods:

Mechanical

Mechanical management includes mowing, light disking or inter-seeding. For CRP fields >20 acres in size, no more than 1/2 of a field should be disturbed at any given management period. CRP fields <20 acres in size may be managed in their entirety.

Timing:

Mechanical disturbance should be done prior to the primary nesting season or between August 1 -September 1 to protect ground nesting wildlife.

Mowing (*All Native and Introduced Grasses and Forbs*)

- Use a rotary or flail mower to evenly distribute grass clippings. Do not swath, as the windrows will smother seeding. Clippings may also be baled, removed from the field and destroyed according to FSA requirements.
- Mow Cool Season Introduced Grasses no shorter than 6 inches. Mow Warm Season Native Grasses no shorter than 8".
- Strip mowing can be applied in the spring prior to the nesting season to encourage vegetative diversity without greatly impacting ground nesting activities. Rotate mowed strips across the field. Minimum standing strip width shall be 100'.

Light Disking (*All Introduced Grasses & Legumes and Native Grasses/Forbs*)

- *Except stands established according to NRCS Practice Standard 643)*

- Light disking or harrowing (2-4" deep) of existing stands, typically greater than 4 years old, may be necessary to increase the amount of open ground and encourage a diverse plant community of annuals and perennials.
- Strip disking option. Alternate disked strips of $\leq 75'$ in width, with standing buffer strips a minimum of 2 times the disked width, across the field on the contour or across slope. Rotate the disked strips across the field.

Inter-seeding (*All Native and Introduced Grasses and Forbs*)

Native forb/legume and non-native legume inter-seeding is used to increase plant diversity in native and introduced grass plantings or in old field habitats. Inter-seeding provides wildlife with a food source during the winter. It can also create excellent brood habitat for upland wildlife during the summer. *This practice will be used after a disturbance such as prescribed burning, light disking or herbicide spraying.*

Refer to Biology Job Sheet #13 "*Forb and Legume Inter-seeding for Wildlife*" for practice recommendations.

Prescribed Burning (*All Native and Introduced Grasses and Forbs*)

If the area is not mowed or disked, grass stands may need to be managed through periodic burning to remove excess litter which may reduce the quality of wildlife habitat.

Controlled fire can allow germination of seed bearing annuals, increase plant species diversity, control unwanted woody vegetation, and open up the stand for movement of small animals and birds.

Timing to promote:

- **Native Warm Season Grasses:** Late spring (Late April-Mid May) burns provide maximum stimulus to warm season plants and work well to control cool season grasses.
- **Forbs:** Fall (October-Early November) and early spring (April) burns tend to favor wildflowers.
- **Woody Vegetation Control:** Late summer to fall (August-September) burns are most effective. However, if conditions are not dry enough or fuel load is insufficient, the burn should be delayed until October-November.
- **Introduced Grasses and Legumes:** March-June.
- **Inter-seeding:** Fall and early spring burns favor inter-seeding native forbs/legumes into grass dominated stands of native vegetation.

Grazing

- Can only be done outside the primary nesting season if the grazing will not cause any long-term damage to the conservation cover.
- Shall follow the NRCS/Technical Service Provider conservation plan and occur for no longer than 90 calendar days or when minimum stubble height is reached, whichever comes first.

MINIMUM FORAGE HEIGHT FOR TERMINATING GRAZING:

- 4-6" for short and medium height species (Kentucky bluegrass, Smooth brome grass, etc.).
- 6-8" for tall species (Big bluestem, Indiangrass, etc.).
- Is not subject to the nonemergency grazing frequency restrictions, however, it does restart the waiting period for nonemergency grazing.
- Grazing does apply to CREP, unless the CREP agreement prohibits grazing (MN CREP III does not prohibit grazing).
- Can only be used once during a 10-year CRP contract and twice during a 15-year contract.
- If a CRP participant has a management activity scheduled and the county becomes eligible for emergency grazing, the participant can use emergency grazing outside of the primary nesting season to fulfill the management activity requirement provided the participant obtains a modified conservation plan.
- Is not subject to a payment reduction.
- Cost-share is not authorized for grazing as a management activity.

See NRCS Practice Standard 338-Prescribed Burning for additional recommendations.

Burning must be done according to burn plans prepared by technically qualified and adequately insured individuals. Burning will be done according to the requirements of a vendor/agency developed burn plan, or for a landowner implemented prescribed burn, in accordance with a valid "Minnesota Open Burning Permit" as issued by the Minnesota Department of Natural Resources (DNR) or their designee. Landowners completing the prescribed burn must provide a copy of the issued "Minnesota Open Burning Permit" (including any required drawings and sketches) to NRCS prior to initiation of the prescribed burn.

Landowners are also encouraged to view the MDNR video "Prescribed Burning in Grassland" which is available at your local DNR Forestry Office.

Landowners and/or vendors are responsible for obtaining all necessary permits prior to burning and for complying with all applicable laws in carrying out the burning. Costs associated with obtaining required permits and other necessary approvals, notification of neighbors and governmental units are entirely the landowner's responsibility.

By entering into this agreement, landowners acknowledge that the Natural Resources Conservation Service (NRCS) has informed me that I am responsible for all liability associated with this practice, and hereby release the Government and its agents and employees from any responsibility or legal liability arising from injury or harm to person or property that occurs as a result of this practice. Landowners acknowledge that they knowingly assume all risk of injury while participating in this agreement.

Method Selected:

The selected management may be conducted in year 4 of the contract, and must be completed by year 6

Scheduled Application:	Field(s) <u>new planting</u>	Acres <u>1.7</u>	Year <u>2026</u> - <u>2028</u>
	Field(s) _____	Acres _____	Year _____ - _____
	Field(s) _____	Acres _____	Year _____ - _____
	Field(s) _____	Acres _____	Year _____ - _____
	Field(s) _____	Acres _____	Year _____ - _____

Practice Specifications Approval and Completion Certification

LANDOWNER/OPERATOR ACKNOWLEDGES:

- a. They have received a copy of the specifications and understand the contents including the scope and location of the practice.
- b. They have obtained all necessary permits and/or rights in advance of practice application, and will comply with all ordinances and laws pertaining to the application of this practice.
- c. No changes will be made in the installation of the job without prior concurrence of FSA.

☐ SEE SIGNATURE COVER SHEET

I have reviewed all specifications and agree to install as specified:

Landowner/operator name and title (type or print):	Houston County	
Landowner/operator Signature:		Date:
Landowner/operator name and title (type or print):		
Landowner/operator Signature:		Date:

NRCS Review Only

DESIGN INSTALLATION AND LAYOUT APPROVAL:

Job Class:

Designed By: Dan Wermager	Date: 4/18/23	III
Approved By: Dan Wermager	Date: 4/18/23	

Additional Information:

Seeding Plan

Name Botcher Park - Houston County Date 4/18/2023

Prepared by DOW Tract No./ Field No. _____

Type of Seeding:

CRP CP-42 Pollinator Habitat

Field Area (acres): **1.70**

Shooting Star - Standard Mix

Seeding Mix Summary

327 CONSERVATION COVER POLLINATOR HABITAT

Grasses/ Sedges	Common Name	Scientific Name	PLS Lbs/Acre	PLS Lbs	
1	Big Bluestem or Indiangrass		0.50	0.85	
2	Canada/Virginia Wildrye		0.15	0.26	
3	Little Bluestem	Schizachyrium scoparium	0.65	1.11	
4	Side-oats grama	Bouteloua curtipendula	0.50	0.85	
SUBTOTAL GRASS/SEDGE			1.80	3.06	
DRILLED RATE ¹					
Forbs/ Legumes	Common Name	Scientific Name	PLS Oz/Acre	PLS Oz	PLS Lbs
1	Canada Milkvech*	Astragalus canadensis	0.40	0.68	0.04
2	Evening Primrose	Oenothera biennis	2.40	4.08	0.26
3	Foxglove Beardtongue	Penstemon digitalis	0.16	0.27	0.02
4	Hoary Vervain	Verbena stricta	0.16	0.27	0.02
5	Lance-leaved Coreopsis	Coreopsis lanceolata	0.80	1.36	0.09
6	Leadplant	Amorpha canescens	0.48	0.82	0.05
7	Long-headed Coneflower	Ratibida columnifera	5.44	9.25	0.58
8	Smooth Aster	Symphyotrichum laeva	0.08	0.14	0.01
9	Blue Vervain	Verbena hastata	0.08	0.14	0.01
10	Common Ox-eye	Heliopsis helianthoides	0.32	0.54	0.03
11	Golden Alexanders	Zizia aurea	0.24	0.41	0.03
12	Great Blue Lobelia	Lobelia siphilitica	0.08	0.14	0.01
13	Mountain Mint	Pycnanthemum virginianum	0.16	0.27	0.02
14	Partridge Pea	Chamaecrista fasciculata	1.60	2.72	0.17
15	Tall Blazingstar	Liatris pycnostachya	0.16	0.27	0.02
16	Wild Bergamot	Monarda fistulosa	1.28	2.18	0.14
17	Anise Hyssop	Agastache foeniculum	0.32	0.54	0.03
18	Black-eyed Susan	Rudbeckia hirta	2.48	4.22	0.26
19	Common Milkweed	Asclepias syriaca	0.32	0.54	0.03
20	Purple Prairie Clover	Dalea purpurea	6.40	10.88	0.68
21	Maximilian Sunflower	Helianthus maximiliani	0.80	1.36	0.09
22	Stiff Goldenrod	Solidago rigida	0.08	0.14	0.01
23	White Prairie Clover	Dalea candida	3.60	6.12	0.38
24	Yellow Coneflower	Ratibida pinnata	0.16	0.27	0.02
SUBTOTAL FORBS			28.00	47.60	2.98
DRILLED RATE ¹					

1/ Broadcast seeding rate is 1.5 times the drilled rate.

Seeding Dates

Native Grasses and Forbs: Dormant 11/1 or a consistent soil temperature of <50 degrees F.

Seeding Method and Seedbed Preparation

Broadcasting via terrigator or vicon seeder: Seedbed should be tilled and clean of all vegetation and weeds, packed and firm enough to make a 1/2" or less boot imprint. Pack or light harrow following application to ensure proper seed to soil contact. Broadcast seed at 1.5 times the recommended drilled rate.

Companion Crop

None

Fertilizer is Only Recommended For Introduced Grass or Grass/Legume Mixtures



SHOOTING STAR

NATIVE SEEDS

20740 County Road 33 • Spring Grove, MN 55974
(507) 498-3944 • info@shootingstarnativeseed.com

Description: MN CP42 Standard Pollinator Mix

Seeding Rate: 3.55 lb/acre (35.1 seeds/square foot)

Notes: This mix was developed using the MN 327 Conservation Cover Pollinator Habitat Calculator from May 27, 2021. (v. 0621)

Common Name	Scientific Name	% of Mix	Seeds/ft ²	Total
Grasses				
Big Bluestem	<i>Andropogon gerardii</i>	14.08%	2.0	0.500 PLS lb
Sideoats Grama	<i>Bouteloua curtipendula</i>	14.08%	2.1	0.500 PLS lb
Canada Wild Rye	<i>Elymus canadensis</i>	4.23%	0.4	0.150 PLS lb
Little Bluestem	<i>Schizachyrium scoparium</i>	18.31%	4.3	0.650 PLS lb
Forbs				
Anise Hyssop	<i>Agastache foeniculum</i>	0.56%	0.7	0.020 PLS lb .32 oz
Lead Plant	<i>Amorpha canescens</i>	0.85%	0.2	0.030 PLS lb .48
Common Milkweed	<i>Asclepias syriaca</i>	0.56%	0.0	0.020 PLS lb .32
Canada Milkvetch	<i>Astragalus canadensis</i>	0.70%	0.2	0.025 PLS lb .4
Partridge Pea	<i>Chamaecrista fasciculata</i>	2.82%	0.1	0.100 PLS lb 1.6
Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>	1.41%	0.4	0.050 PLS lb .8
White Prairie Clover	<i>Dalea candida</i>	6.34%	1.6	0.225 PLS lb 3.6
Purple Prairie Clover	<i>Dalea purpurea</i>	11.27%	2.6	0.400 PLS lb 6.4
Maximilian Sunflower	<i>Helianthus maximiliani</i>	1.41%	0.2	0.050 PLS lb .8
Ox-eye Sunflower	<i>Heliopsis helianthoides</i>	0.56%	0.0	0.020 PLS lb .32
Prairie Blazing Star	<i>Liatris pycnostachya</i>	0.28%	0.0	0.010 PLS lb .16
Great Blue Lobelia	<i>Lobelia siphilitica</i>	0.14%	0.9	0.005 PLS lb .08
Wild Bergamot	<i>Monarda fistulosa</i>	2.25%	2.1	0.080 PLS lb 1.28
Common Evening Primrose	<i>Oenothera biennis</i>	4.23%	5.0	0.150 PLS lb 2.4
Foxglove Beardtongue	<i>Penstemon digitalis</i>	0.28%	0.5	0.010 PLS lb .16
Virginia Mountain Mint	<i>Pycnanthemum virginianum</i>	0.28%	0.8	0.010 PLS lb .16
Long-headed Coneflower	<i>Ratibida columnifera</i>	9.58%	5.2	0.340 PLS lb 5.44
Yellow Coneflower	<i>Ratibida pinnata</i>	0.28%	0.1	0.010 PLS lb .16
Black-eyed Susan	<i>Rudbeckia hirta</i>	4.37%	5.2	0.155 PLS lb 2.48
Stiff Goldenrod	<i>Solidago rigida</i>	0.14%	0.1	0.005 PLS lb .08
Smooth Blue Aster	<i>Symphyotrichum laeve</i>	0.14%	0.1	0.005 PLS lb .08
Blue Vervain	<i>Verbena hastata</i>	0.14%	0.2	0.005 PLS lb .08
Hoary Vervain	<i>Verbena stricta</i>	0.28%	0.1	0.010 PLS lb .16
Golden Alexanders	<i>Zizia aurea</i>	0.42%	0.1	0.015 PLS lb .24

Request a price quote for this mix by contacting info@shootingstarnativeseed.com or (507) 498-3944. Substitutions may be necessary based on availability at the time of order.



Root River Soil and Water Conservation District

Agricultural Service Center

805 N. Hwy. 44/76, Suite 1

Caledonia, MN 55921

(507) 724-5261 ext. 3

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

INVASIVE PLANT MANAGEMENT PLAN

LANDOWNER: Houston County – Botcher Park. Contacts: Jordan Goeden, Brian Pogodzinski

ADDRESS: 304 S. Marshall St. Caledonia, MN 55921

TELEPHONE: (Brian) 507-725-3925

EMAIL: Jordan.goeden@co.houston.mn.us

TARGET SPECIES: buckthorn, honeysuckle, young box-alder trees, any brush in pollinator planting areas

ACRES: 1.0

COMPLETION DEADLINE: one year after project approval from SWCD Board

**** SEE ATTACHED MAP ****

PROJECT DESCRIPTION

According to the “Midwest Plant Network” Invasive Plant Control Database, buckthorn and honeysuckle can be controlled fairly effectively, with good results seen one year after treatment. Chemical must be used according to label standards.

For buckthorn, honeysuckle, and box-alder trees we recommend any of the following control methods:

- Cut stump method – When sap is not flowing (July 1st – Feb. 15th). Cut woody vegetation close to the ground, immediately followed by treatment to stump cut surface with Element 4 + bark oil, or Garlon 4 + bark oil, or Tordon.
- Uproot plants by hand or with heavy machinery – When ground is thawed.

YOU MUST READ AND FOLLOW ALL HERBICIDE LABEL INSTRUCTIONS. THE LABEL IS THE LAW!



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OPERATION & MAINTENANCE

1. Brush management practices shall be applied using approved materials and procedures.
2. Operations will comply with all local, state, and federal laws and ordinances.
3. Success of the practice shall be determined by evaluating post-treatment regrowth of target species after sufficient time has passed to monitor the situation and gather reliable data. Length of evaluation periods will depend on the woody species being monitored, proximity of propagules (seeds, branches and roots) to the site, transport mode of seeds (wind or animals), and methods and materials used.
4. The operator will develop a safety plan for individuals exposed to chemicals, including telephone numbers and addresses of emergency treatment centers and the telephone number for the nearest poison control center. The National Pesticide Information Center (NPIC) telephone number in Corvallis, Oregon, may also be given for non-emergency information: 1-800-858-7384, Monday to Friday 6:30 a.m. to 4:30 p.m. Pacific Time. The national Chemical Transportation Emergency Center (CHEMTRAC) telephone number is: 1-800-424-9300.
5. Follow label requirements for mixing/loading setbacks from wells, intermittent streams and rivers, natural or impounded ponds, lakes, and reservoirs.
6. Post signs, according to label directions and/or federal, state, tribal, and local laws, around fields that have been treated. Follow restricted entry intervals for both humans and livestock.
7. Dispose of herbicides and herbicide containers in accordance with label directions and adhere to federal, state, tribal, and local regulations.
8. Read and follow label directions and maintain appropriate Material Safety Data Sheets (MSDS). MSDS and pesticide labels may be accessed on the internet at: <http://www.greenbook.net/>.
9. Calibrate application equipment according to recommendations before each seasonal use and with each major chemical and site change.
10. Replace worn nozzle tips, cracked hoses, and faulty gauges on spray equipment.
11. Maintain records of brush/shrub control for at least two years. Herbicide application records shall be in accordance with USDA Agricultural Marketing Service's Pesticide Recordkeeping Program and state-specific requirements.
12. Following initial application, some regrowth or re-sprouting of brush may be expected. Spot treatment of individual plants or areas needing re-treatment should be completed as needed while woody vegetation is small and most vulnerable to treatment procedures. Refer to manufacturer's label for minimum height of plant needed to effectively take up the herbicide.

I have reviewed all specifications and agree to install as specified:

Landowner/Operator Signature

Date

DESIGNED BY: Dan Wermager

DATE: 4/5/23

JAA: 0

APPROVED BY:

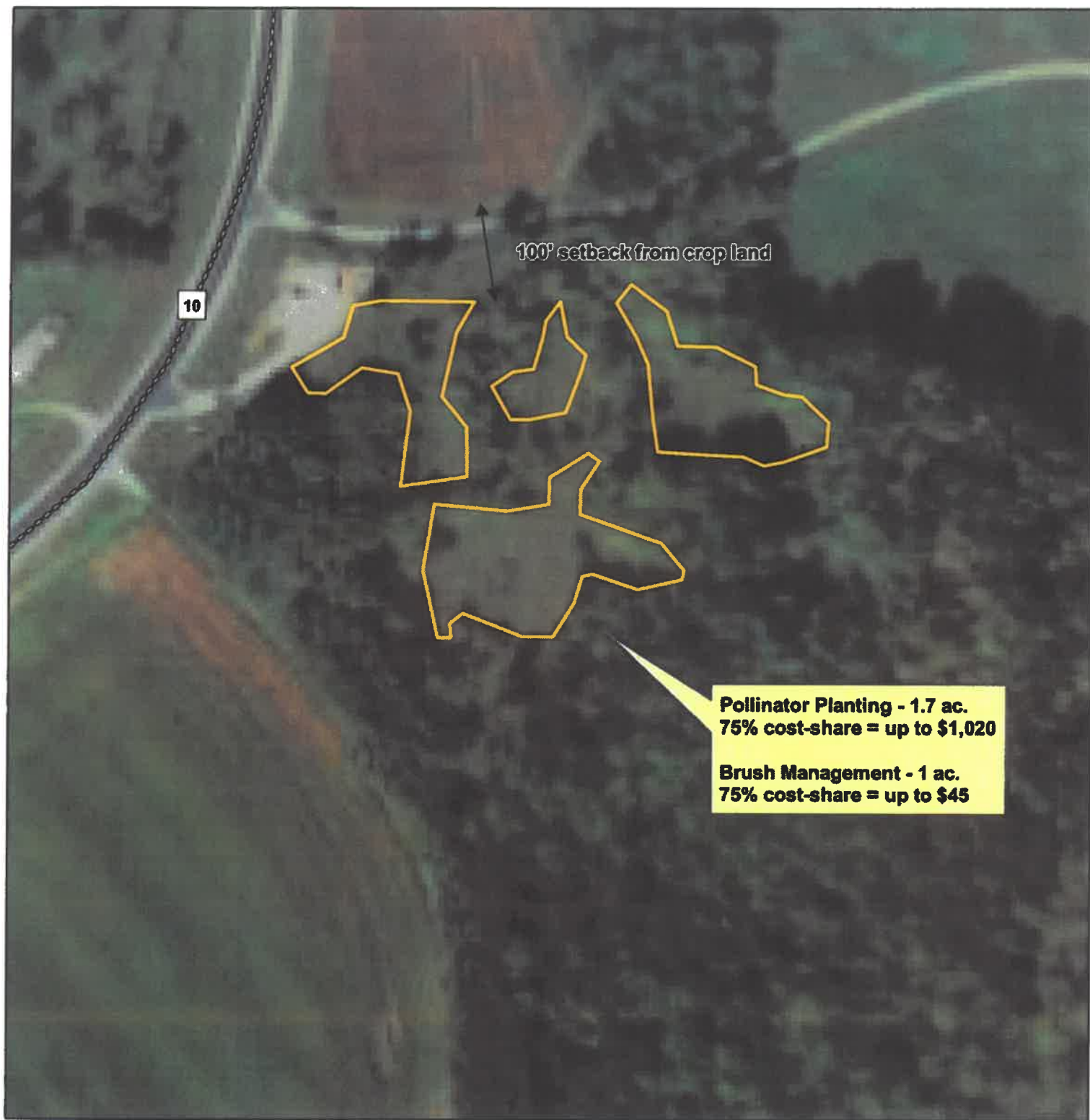
DATE:

JAA:



Botcher Park - Houston County H.E.L.P. Grant

4/6/2023
by: Daniel Wermager
Houston County



1:1,800

1 inch = 150 feet



County State Aid Highway



ROOT RIVER SWCD

PRACTICE: (327) – CONSERVATION COVER, (314) – BRUSH MANAGEMENT

LANDOWNER: HOUSTON COUNTY

ADDRESS: 304 S. MARSHALL ST. CALEDONIA, MN 55921

LANDOWNER PHONE #: 507-725-3925 Cell: 507-459-4191

FIELD OFFICE: CALEDONIA PHONE: 507-724-5261 EXT. 3



T103N
R6W
Sec. 19,
20

MINNESOTA SPECIFICATIONS FOR CONSERVATION PRACTICES APPLY FOR ALL MATERIALS AND CONSTRUCTION WORK.



NOT TO SCALE

COOPERATOR APPROVAL

I have reviewed and understand the construction plans and specifications and agree to complete the work accordingly. Failure to meet these plans and specifications may jeopardize any continued NRCS technical assistance or program financial assistance. I understand that it is my responsibility to secure all necessary permits and licenses, and to complete the work in accordance with all local, state, and federal laws. Modification of these construction plans or specifications must be approved by the SWCD before installation. I assume all responsibility for negotiations and contract agreements with the construction contractors.

I understand that it is my responsibility to locate, clearly mark, and protect all private utility facilities and tile lines within the work area. I understand that the SWCD assumes no responsibility for damage to existing utilities and tile lines.

GOPHER STATE ONE CALL

State law and NRCS policy require the excavator contact Gopher State One Call at least 48 hours prior to the start of excavation work. **GIVE NOTICE BY CALLING "GOPHER STATE ONE-CALL" AT (651) 454-0002 (TWIN CITIES METRO AREA) OR (800) 252-1166 (ALL OTHER LOCATIONS) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.**

LANDOWNER SIGNATURE _____ DATE _____

DESIGNED BY _____ DATE _____

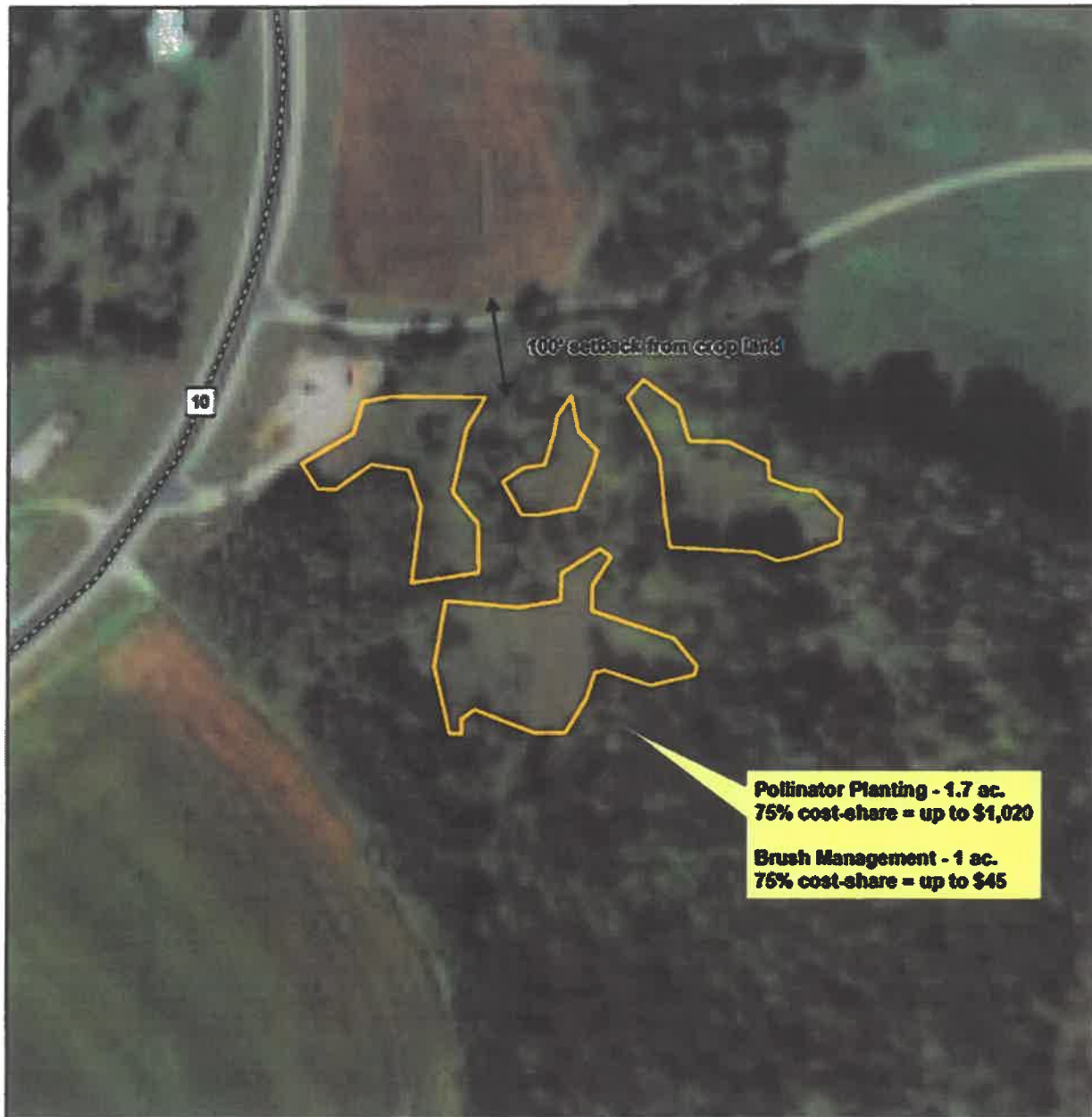
APPROVED BY _____ DATE _____

JOB APPROVAL CLASS 327 = 3, 314 = 2



**Botcher Park - Houston County
H.E.L.P. Grant**

4/17/2023
by: Daniel Wermager
Houston County



1:1,800 1 inch = 150 feet



0 250 500 Feet

County State Aid Highway

Site Size (in acres):

Project Size/s (in acres or square feet): New Seeding = 1.7 ac. Brush Management = 1.0 ac.

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: 6/27/2023 for 7/11/2023

Person requesting appointment with County Board: Martin Herrick

Issue:

IUP Approval/Denial:1) Jeff & Kelly Mauss - to have a temporary farm dwelling in Mayville Township.
CUP Approval/Denial:1) Kimberlee Burichter & Doug Dammen for substantial land alteration in La Crescent Township.

Justification:

Final Approval by the County Board. (Agenda, Hearing Notices and Board Packets are attached. Findings will be submitted after the PC hearing.)

Action Requested:

For County Use Only

Reviewed by:

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

Recommendation:

Decision:

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

**HOUSTON COUNTY
PLANNING COMMISSION
Thursday, June 22, 2023**

***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 May 25, 2023

INTERIM USE HEARING:

- 5:00 pm ***Mathy Construction Company – Spring Grove Township***
Interim Use Permit for a temporary bituminous plant in an agricultural protection district (14.4 Subdivision 1(11)).
- 5:20 pm ***Blake & Kristen Mauss and Jeffrey & Kelly Mauss – Mayville Township***
Interim Use Permit to place a temporary farm dwelling (14.4 Subdivision 1 (6)).

CONDITIONAL USE HEARING:

- 5:40 pm ***Sean Mazzei – Winnebago Township***
Conditional Use Permit to have a dwelling on less than 40 acres in an Agricultural Protection District (14.3 Subdivision 1 (10)).
- 6:00 pm ***Kimberlee Burrichter and Douglas Dammen – La Crescent Township***
Conditional Use Permit for substantial land alteration in a Residential District (24.2 Subdivision 1).

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Blake and Kristen Mauss, 808 E Main St., Caledonia, MN 55921, and Jeffrey and Kelly Mauss (Co-applicant), 8048 South Fork Dr, Caledonia, MN 55921 for an Interim Use Permit for a Temporary Farm Dwelling (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 6) in Mayville Township on the following premises, to-wit:

PT SE1/4 NE1/4 & PT NE1/4 SE1/4, Section 27, Township 102, Range 5, Houston County, Minnesota. (Parcel #09.262.001)

Said applicant standing and making application is with consent of co-applicant.

Said Co-applicant standing 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 5:20 p.m. on Thursday, June 22, 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, June 14, 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: June 12, 2023



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

6/13/2023

Application Date: 5/23/2023
Hearing Date: 6/22/2023
Petitioner: Jeff & Kelly Mauss, Blake and Kirsten Mauss
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 8048 South Fork Dr
Township: Mayville
Parcel Number: 090262001
Submitted Materials: IUP Application

OVERVIEW

REQUEST

The petitioners are seeking an Interim Use Permit (IUP) for a temporary farm dwelling. Jeff and Kelly Mauss own the property with the existing mobile home and would like for their son and daughter-in-law, Blake and Kirsten, to reside in it.

SUMMARY OF NOTEWORTHY TOPICS

This situation is unique in that there is an existing mobile home present at this location. Back in 1993 a Zoning Permit (#1671) was issued to install a mobile home in the same quarter-quarter as the existing farm dwelling. It contained the condition that the "mobile home is considered a second farm home and cannot be used as rental property".

The following language is from the 1993 Houston County Zoning Ordinance (HCZO):

603.2 Permitted Uses

2. farm buildings and dwellings (frame or one mobile home) and their accessory buildings on one farm provided the resident or residents of the dwelling or dwellings either owns, operates or is employed on the farm.

724. Mobile Homes

724.1 Temporary Farm Dwelling

A mobile home may be permitted in an Agricultural District if the Zoning Administer finds one or more of the following conditions satisfied:

- 1. The mobile home will be an accessory dwelling unit located on a farm.*
- 2. The mobile 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; and who earn fifty percent (50%) or more of their annual gross income for federal income tax purposes from such farming 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.

At the time the mobile home was permitted, a second farm dwelling was a permitted use in the agricultural protection district. The mobile home was occupied continuously by members of the family through December of 2022 and has been vacant since that time. The permit did not contain any language specific to the 1993 HCZO 724.1 subd. 3 requirements, but the application was signed by, and a permit was issued to Carol Welscher. In addition, the application noted that the mobile home owner would be Kelly Mauss. Jeff and Kelly Mauss then purchased some acreage including the permanent dwelling from Carol in 1997 and the two parties switched dwelling units at some point after that. Carol Welscher passed in December 2022.

It's unclear on the permits whether this use can be allowed to continue among family. Staff believe the intent of the ordinance at that time was for the second farm dwelling to terminate once the two parties involved were no longer on the premises. Carol's passing would then terminate that arrangement. Since the structure is present the petitioners would like to utilize it for the next generation and our current ordinance now allows a second farm dwelling as an interim use.

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 Administer 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.*

The ordinance language for temporary farm dwellings is vague and it is the understanding of staff that while the ordinance says one of the criteria must be met, the Planning Commission in the past has in fact required that all criteria be met. As a temporary dwelling, it is reasonable that it be considered an accessory dwelling as Item 1 indicates. The petitioners are family, which meets the requirement for Item 2. Items 3-5 are then met by virtue of conditions being included on the IUP.

To the knowledge of current staff in the office, there have been no complaints brought forward regarding this living situation since 1993.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

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

SITE CHARACTERISTICS

This is an existing farmstead consisting of a permanent dwelling, mobile home and a couple outbuildings. There will be no change to the well or septic.

If an interim use permit is granted, there will be no further permitting requirement unless there is desire to replace the mobile home in the future.

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: This is an existing mobile home that was placed to allow family to stay on site and assist with the farm. This review is not a change of use, but initiated by a turnover of generations on the farm.

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

Staff Analysis: The dwelling was connected to a septic system at the time of install and no changes are proposed.

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

Staff Analysis: No impact is anticipated since this is an existing structure.

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

Staff Analysis: Soils are 103B and 103C2. The Soil Survey –Houston County states it is suitable for building site development and septic tank absorption fields.

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

Staff Analysis: Since this is an existing structure there is not believed to be any future potential pollution hazards.

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

Staff Analysis: This site utilizes the same driveway as the main dwelling and is already connected to the well and septic. Utilities are present in this location, but if any new requirement arises 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. This site is at the end of a dead end road so no effect to traffic is anticipated.

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. 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 permitted use.

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 on vacant property is agricultural and all of the adjacent parcels are under ownership of the petitioners or family members. There are a couple farmsteads beyond that. This proposal will not impact development of surrounding vacant property any more than the existing condition.

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: This proposal is for a second dwelling unit that will not include offensive odors, fumes, dust, noise or vibration. No concerns have been brought forward in the last 30 years that the mobile home has been present.

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.

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 either party is no longer residing on the premises.*
5. *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.*

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 July 11, 2023.

Interim Use Request
2023-IUP-130598

Applicant
Blake Mauss

Fees Paid
\$746.00

Created
May 23, 2023

Number
2023-IUP-
130598

Blake & Kirsten Mauss |
090262001 |
Submitted by Blakem97 on
5/23/2023



Applicant

Blake Mauss

608-406-7013

kirstenlillianolson@gmail.com

Search Parcel Data

 Completed On 5/23/2023 7:53 PM EST by Blakem97

ParcelID	Address	City	OwnerName	Acres
090262001	8048 SOUTH FORK DR	CALEDONIA	MAUSS,JEFFREY R & KELLY J	3.530

INTERIM USE INTRO

 Completed On 5/23/2023 7:55 PM EST by Blakem97

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 5/23/2023 9:06 PM EST by Blakem97

Applicant Name

Blake & Kirsten Mauss

Telephone Number

608-406-7013

Address

808 E Main St

City

CALEDONIA

Zip

55921

Parcel Tax ID

090262001

Legal Description

PT SE1/4 NE1/4 - 3.28A & PT NE1/4 SE1/4 - .25A DOC #1484

Section-Township-Range

27-102-005

Do you own additional adjacent parcels

No

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

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Donise Becker	507-724-5163
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	Erin Hammell	608-225-1830
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 Frederick	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

SITE PLAN INFORMATION Completed On 5/24/2023 8:28 PM EST by Blakem97

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 the Interactive Map to a Create Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. 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, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). 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

INTERIM USE FINDING OF FACTS Completed On 5/24/2023 8:39 PM EST by Blakem97

[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:

Our proposed use conforms to the County Land Use Plan as the manufactured home that we will be living in will be an accessory dwelling unit located on the farm. We will be engaged in the occupation of farming on the premises as partners with the persons living in the principal dwelling.

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

Yes

Comments:

We demonstrate a need for the proposed use to help my parents operate the farm.

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

Yes

Comments:

It will not degrade the water quality as the manufactured home is connected to a sewer system.

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

Yes

Comments:

It will not increase the water run off because the manufactured home is connected to a sewer system.

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

Yes

Comments:

The manufactured home has been there for 25 years and the soil conditions have been adequate for it.

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

Yes

Comments:

The potential pollution hazards and standards were met and taken care of when the manufactured home was moved to the zoning.

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

Yes

Comments:

The adequate utilities, access roads, drainage and other necessary facilities have been provided when the manufactured home was moved there.

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:

The adequate measures have been met when the trailer house was moved there, and will still be met if we get to.

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

Yes

Comments:

The zoning is on the last farm on a dead end road were there is no traffic.

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.

Yes

Comments:

We do not want to damage or harm any other property around us, we are just wanting to live in the manufactured home and farm with our parents.

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.

Yes

Comments:

The interim use will not impede on other property's as it has been established for years and has not done so.

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:

The adequate measures have been taken care of to prevent these things when the manufactured home was placed there and we intend to do the same.

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

Yes

Comments:

We are not proposing any residential development as the structure is preexisting.

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.

Yes

Comments:

We are not proposing any commercial or industrial development as the structure is preexisting.

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:

The site specific conditions were established when the manufactured home was brought there and we will do the same.

APPLICATION SUBMITTAL Completed On 5/24/2023 9:20 PM EST by Blakem97

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:

5/25/2023

Check this box if Staff Signature on behalf of Applicant.

No

INTERIM USE REQUEST Completed On 5/24/2023 9:21 PM EST by Blakem97

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

Describe in detail your request.

We are requesting to move to a manufactured home on my parent's farm to help with the daily farm chores.

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

14.4 Subd (6)

Requested Dimension:

80'x16'

Please upload any supporting documents:

External Notes

Documents

Internal Notes

Documents



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

6/13/2023

Application Date: 5/23/2023
Hearing Date: 6/22/2023
Petitioner: Jeff & Kelly Mauss, Blake and Kirsten Mauss
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 8048 South Fork Dr
Township: Mayville
Parcel Number: 090262001
Submitted Materials: IUP Application

OVERVIEW

REQUEST

The petitioners are seeking an Interim Use Permit (IUP) for a temporary farm dwelling. Jeff and Kelly Mauss own the property with the existing mobile home and would like for their son and daughter-in-law, Blake and Kirsten, to reside in it.

SUMMARY OF NOTEWORTHY TOPICS

This situation is unique in that there is an existing mobile home present at this location. Back in 1993 a Zoning Permit (#1671) was issued to install a mobile home in the same quarter-quarter as the existing farm dwelling. It contained the condition that the “mobile home is considered a second farm home and cannot be used as rental property”.

The following language is from the 1993 Houston County Zoning Ordinance (HCZO):

603.2 Permitted Uses

2. farm buildings and dwellings (frame or one mobile home) and their accessory buildings on one farm provided the resident or residents of the dwelling or dwellings either owns, operates or is employed on the farm.

724. Mobile Homes

724.1 Temporary Farm Dwelling

A mobile home may be permitted in an Agricultural District if the Zoning Administer finds one or more of the following conditions satisfied:

- 1. The mobile home will be an accessory dwelling unit located on a farm.*
- 2. The mobile 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; and who earn fifty percent (50%) or more of their annual gross income for federal income tax purposes from such farming 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.*

At the time the mobile home was permitted, a second farm dwelling was a permitted use in the agricultural protection district. The mobile home was occupied continuously by members of the family through December of 2022 and has been vacant since that time. The permit did not contain any language specific to the 1993 HCZO 724.1 subd. 3 requirements, but the application was signed by, and a permit was issued to Carol Welscher. In addition, the application noted that the mobile home owner would be Kelly Mauss. Jeff and Kelly Mauss then purchased some acreage including the permanent dwelling from Carol in 1997 and the two parties switched dwelling units at some point after that. Carol Welscher passed in December 2022.

It's unclear on the permits whether this use can be allowed to continue among family. Staff believe the intent of the ordinance at that time was for the second farm dwelling to terminate once the two parties involved were no longer on the premises. Carol's passing would then terminate that arrangement. Since the structure is present the petitioners would like to utilize it for the next generation and our current ordinance now allows a second farm dwelling as an interim use.

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 Administer 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.*

The ordinance language for temporary farm dwellings is vague and it is the understanding of staff that while the ordinance says one of the criteria must be met, the Planning Commission in the past has in fact required that all criteria be met. As a temporary dwelling, it is reasonable that it be considered an accessory dwelling as Item 1 indicates. The petitioners are family, which meets the requirement for Item 2. Items 3-5 are then met by virtue of conditions being included on the IUP.

To the knowledge of current staff in the office, there have been no complaints brought forward regarding this living situation since 1993.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

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

SITE CHARACTERISTICS

This is an existing farmstead consisting of a permanent dwelling, mobile home and a couple outbuildings. There will be no change to the well or septic.

If an interim use permit is granted, there will be no further permitting requirement unless there is desire to replace the mobile home in the future.

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: This is an existing mobile home that was placed to allow family to stay on site and assist with the farm. This review is not a change of use, but initiated by a turnover of generations on the farm.

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

Staff Analysis: The dwelling was connected to a septic system at the time of install and no changes are proposed.

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

Staff Analysis: No impact is anticipated since this is an existing structure.

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

Staff Analysis: Soils are 103B and 103C2. The Soil Survey –Houston County states it is suitable for building site development and septic tank absorption fields.

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

Staff Analysis: Since this is an existing structure there is not believed to be any future potential pollution hazards.

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

Staff Analysis: This site utilizes the same driveway as the main dwelling and is already connected to the well and septic. Utilities are present in this location, but if any new requirement arises 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. This site is at the end of a dead end road so no effect to traffic is anticipated.

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. 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 permitted use.

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 on vacant property is agricultural and all of the adjacent parcels are under ownership of the petitioners or family members. There are a couple farmsteads beyond that. This proposal will not impact development of surrounding vacant property any more than the existing condition.

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: This proposal is for a second dwelling unit that will not include offensive odors, fumes, dust, noise or vibration. No concerns have been brought forward in the last 30 years that the mobile home has been present.

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.

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 either party is no longer residing on the premises.*
5. *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.*

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 July 11, 2023.

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090262001	8048 SOUTH FORK DR	CALEDONIA	MAUSS,JEFFREY R & KELLY J	3.530

INTERIM USE INTRO Completed On 5/23/2023 7:55 PM EST by Blakem97

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 5/23/2023 9:06 PM EST by Blakem97

Applicant Name

Blake & Kirsten Mauss

Telephone Number

608-406-7013

Address

808 E Main St

City

CALEDONIA

Zip

55921

Parcel Tax ID

090262001

Legal Description

PT SE1/4 NE1/4 - 3.28A & PT NE1/4 SE1/4 - .25A DOC #1484

Section-Township-Range

27-102-005

Do you own additional adjacent parcels

No

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

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Donise Becker	507-724-5163
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	Erin Hammell	608-225-1830
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 Frederick	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

SITE PLAN INFORMATION Completed On 5/24/2023 8:28 PM EST by Blakem97

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 the Interactive Map to a Create Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. 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, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). 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.



INTERIM USE FINDING OF FACTS Completed On 5/24/2023 8:39 PM EST by Blakem97

[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:

Our proposed use conforms to the County Land Use Plan as the manufactured home that we will be living in will be an accessory dwelling unit located on the farm. We will be engaged in the occupation of farming on the premises as partners with the persons living in the principal dwelling.

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

Yes

Comments:

We demonstrate a need for the proposed use to help my parents operate the farm.

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

Yes

Comments:

It will not degrade the water quality as the manufactured home is connected to a sewer system.

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

Yes

Comments:

It will not increase the water run off because the manufactured home is connected to a sewer system.

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

Yes

Comments:

The manufactured home has been there for 25 years and the soil conditions have been adequate for it.

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

Yes

Comments:

The potential pollution hazards and standards were met and taken care of when the manufactured home was moved to the zoning.

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

Yes

Comments:

The adequate utilities, access roads, drainage and other necessary facilities have been provided when the manufactured home was moved there.

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:

The adequate measures have been met when the trailer house was moved there, and will still be met if we get to.

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

Yes

Comments:

The zoning is on the last farm on a dead end road were there is no traffic.

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.

Yes

Comments:

We do not want to damage or harm any other property around us, we are just wanting to live in the manufactured home and farm with our parents.

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.

Yes

Comments:

The interim use will not impede on other property's as it has been established for years and has not done so.

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:

The adequate measures have been taken care of to prevent these things when the manufactured home was placed there and we intend to do the same.

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

Yes

Comments:

We are not proposing any residential development as the structure is preexisting.

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.

Yes

Comments:

We are not proposing any commercial or industrial development as the structure is preexisting.

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:

The site specific conditions were established when the manufactured home was brought there and we will do the same.

APPLICATION SUBMITTAL Completed On 5/24/2023 9:20 PM EST by Blakem97

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

Blake Miss

Date Signed:

5/25/2023

Check this box if Staff Signature on behalf of Applicant.

No

INTERIM USE REQUEST Completed On 5/24/2023 9:21 PM EST by Blakem97

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

Describe in detail your request.

We are requesting to move to a manufactured home on my parent's farm to help with the daily farm chores.

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

14.4 Subd (6)

Requested Dimension:

80'x16'

Please upload any supporting documents:

External Notes

Documents

Internal Notes

Documents

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Jeffrey & Kelly Mauss DATE: June 22, 2023
I.U.P. REQUESTED: To have a temporary farm dwelling in the agricultural protection 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: This is an existing mobile home that was placed to allow family to stay on site and assist with the farm. This review is not a change of use, but initiated by a turnover of generations on the farm.

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 dwelling was connected to a septic system at the time of install and no changes are proposed.

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 since this is an existing structure.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Soils are 103B and 103C2. The Soil Survey –Houston County states it is suitable for building site development and septic tank absorption fields.

Ed Hammell asked if the septic system served both dwellings. Jeff stated that it did.

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: Since this is an existing structure there is not believed to be any future potential pollution hazards.

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 utilizes the same driveway as the main dwelling and is already connected to the well and septic. Utilities are present in this location, but if any new requirement arises 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. This site is at the end of a dead end road so no effect to traffic is anticipated.

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 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. 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 permitted use.

Board agreed to the finding by a unanimous vote.

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 on vacant property is agricultural and all of the adjacent parcels are under ownership of the petitioners or family members. There are a couple farmsteads beyond that. This proposal will not impact development of surrounding vacant property any more than the existing condition.

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: This proposal is for a second dwelling unit that will not include offensive odors, fumes, dust, noise or vibration. No concerns have been brought forward in the last 30 years that the mobile home has been present.

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.

Board agreed to the finding by a unanimous vote.

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

Greg Myhre made a motion to accept the conditions as presented. Jim Wieser seconded. Roll call vote was taken. All were in favor. Motion carried.

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 either party is no longer residing on the premises.
5. 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.

Greg Myhre seconded. Roll call vote was taken. All were in favor. Motion carried.



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

6/14/2023

Application Date: 5/11/2023
Hearing Date: 6/22/2023
Petitioner: Kimberlee Burrichter and Douglas Dammen
Reviewer: Martin Herrick
Zoning: Residential
Address: 1545 County 6
Township: La Crescent
Parcel Number: 08.0124.004
Submitted Materials: CUP Application

OVERVIEW

REQUEST

The petitioners are requesting a Conditional Use Permit for substantial land alteration in a residential district of La Crescent Township.

SUMMARY OF NOTEWORTHY TOPICS

SECTION 24 - LAND ALTERATION

24.1 SUBSTANTIAL LAND ALTERATION

Subdivision 1. Substantial Land Alteration Defined. Substantial land alteration shall be defined as the extraction, grading, or filling of land involving movement of earth and materials in excess of:

- (1) Fifty (50) cubic yards in the Shoreland District outside of steep slopes and shore and bluff impact zones.
- (2) The movement of more than 10 cubic yards of material in steep slopes or within shore or bluff impact zones; and
- (3) In excess of five hundred (500) cubic yards in all other districts, except Agricultural which is 5,000 cubic yards.

24.2 PERMIT REQUIRED FOR SUBSTANTIAL LAND ALTERATION Subdivision 1. Conditional Use Permit Required. A Conditional Use Permit shall be required in all cases where excavation, grading and/or filling of any land within the county would result in any of the following:

- (1) The excavation, grading and/or filling would result in substantial alteration of existing ground contours

3.6 DEFINITIONS

Steep Slope. Land having an average slope over 12 percent, as measured over distances of 50 feet or more, that is not a bluff.

Section 5.2 Zoning Permits

Subdivision 8. Penalty for Beginning without a Zoning Permit. Any person, firm, or corporation and/or both landowners and contractors who shall violate any of the provisions hereof or who shall make any false statements in any document required to be submitted under the provisions hereof shall be subject to a penalty under this ordinance. The contractor, owner, person, firm or corporation that begins an activity or project requiring a zoning permit without first securing said zoning permit shall be subject to triple the normal application fees. This includes all applicable zoning applications required for the project or activity. A denial of said application shall require the owner, firm, corporation and/or contractor to restore the project or activity to its original and/or compliant use, tear down any non-compliant structures, excavate earth to original ground elevations, move structure to compliant location, or construct a compliant septic system as the case may be. After-the-fact zoning permit applications shall be subject to a fee of triple the original application fee. Projects of less than \$1000 in value may be exempt in tripling application fee. This includes any and all permits issued through the zoning office. Any activities in violation of this ordinance shall be subject to the legal remedies available.

The project was started prior to receiving a substantial land alteration permit. The slopes exceed 12 % and the volume of fill material will exceed 500 cubic yards.

Kimberlee Burrichter & Douglas Dammen



Figure 1. Filling location showing wetlands



Figure 2. Filled Areas



Figure 3. Future Culvert Location

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Notice was sent to La Crescent Township and the ten closest property owners. Anonymous verbal complaints were received about the initial filling, trucks hauling and mud tracking, adequate sediment controls and policing of the fill material sources. Martin Herrick brought these to the owner's attention and the silt fencing was redone. Placement of the culvert was delayed due to pipe availability.

SITE CHARACTERISTICS

This is a parcel in La Crescent Township. The site was altered by road work and the buttressing is a legitimate concern. The slopes exceed 12 % to approximately 30 percent or greater. The slopes are shallower near the roadway. The filling has not been in the lower elevations of the parcel which contain wetlands. Erosion control measures have been implemented and additional grade controls are required with the completion of the filling and final grading.

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: Goal 2.3 of the Comprehensive Land Use Plan references protection of natural resources. Buttressing the existing slopes and routing surface water in a controlled manner will assist this process.

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

Staff Analysis: Buttressing the roadway and providing additional controls on routing surface water has merit and demonstrates a need for the proposed use.

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

Staff Analysis: With proper control of surface water runoff and establishing vegetation on the slopes the sediment load to water bodies should be reduced.

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

Staff Analysis: The quantity of water will not increase with the installation of a culvert to direct water and dissipate the energy.

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

Staff Analysis: The clay soils being placed will provide some strength to the slopes when vegetation is established.

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

Staff Analysis: Soil erosion measures will decrease runoff.

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

Staff Analysis: A culvert is being placed to direct surface water and dissipate the energy.

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: NA

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

Staff Analysis: NA

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: With vegetation reestablished and good surface water routing the parcel will assist downstream parcels in managing surface water runoff.

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: Providing a stabilized buttressed slope for the roadway and routing surface water through a culvert as opposed to sheet flow on the compromised bank is a substantial improvement.

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: NA

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

Staff Analysis: NA

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

Staff Analysis: 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.

Staff Analysis: Public health, safety, morals, and general welfare are not anticipated to be impacted.

RECOMMENDATION

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

Recommendation 1 through 6 listed below are required under **Section 24.3 PROCEDURE Subdivision 1. Information Required for a Land Alteration Conditional Use Permit.**

Application for a land alteration conditional use permit shall be subject to the requirements of Section 6 (Conditional Use Permits) of this Ordinance and shall contain the following additional information:

1. Map or plat of the proposed area of land alteration.
2. Legal description of land to be altered.
3. Nature of proposed alteration, rough grade estimates and future use of the property.
4. Starting date and approximate completion date of the operation.
5. The name of all owners of the land to be altered.

6. The names and addresses of all owners and occupants of the adjoining land that may be affected by the land alterations.
7. The Permittee shall comply with all federal, state, and local laws and regulations.
8. 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.

Proposed motion: To recommend approval of a conditional use permit for substantial land alteration in a residential district.

Conditional Use Request	Fees Paid
2023-CUP-125137	\$746.00
Applicant	Created
doug	May 11, 2023

Number
2023-CUP-
125137

BURRICHTER,KIMBERLEE
DOUGLAS DAMMEN
080124004
Submitted by dammen on
5/11/2023



Applicant

doug

5074588710

dcdammen@gmail.com

CONDITIONAL USE INTRO Completed On 5/11/2023 11:55 AM EST by dammen

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.

Application Fee:

Conditional Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Conditional Use

APPLICANT INFORMATION Completed On 5/11/2023 12:01 PM EST by dammen

Applicant Name

BURRICHTER,KIMBERLEE | DOUGLAS DAMMEN

Telephone Number

Doug - 507-458-8710 Kim - 608-385-3102

Address

1545 COUNTY 6

City

LA CRESCENT

Zip

55947

Parcel Tax ID

080124004

Legal Description

PT NE1/4 SW1/4 DOC 238293; DOC 284116; DOC 297339

Section-Township-Range

09-104-004

Do you own additional adjacent parcels

No

Township of:

La Crescent

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	Donise Becker	507-724-5163
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	Erin Hammell	608-225-1830
Money Creek	Adam Florin	608-797-2515
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runningen	507-450-0065
Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	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

Search Parcel Data Completed On 5/11/2023 5:54 PM EST by dammen

ParcelID	Address	City	OwnerName	Acres
080124004	1545 COUNTY 6	LA CRESCENT	BURRICHTER,KIMBERLEE DOUGLAS DAMMEN	5.050

SITE PLAN INFORMATION Completed On 5/11/2023 6:43 PM EST by dammen

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

Upload Site Plan

[project view Fill area.pdf](#)

[project view silt fence.pdf](#)

[Property view.pdf](#)

[Property with wetland and fill site.pdf](#)

Use the Interactive Map to Create a Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. 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, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). 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.



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

APPLICATION SUBMITTAL Completed On 5/11/2023 6:44 PM EST by dammen

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:

5/11/2023

Check this box if Staff Signature on behalf of Applicant.

No

CONDITIONAL USE FINDING OF FACTS Completed On 5/11/2023 6:48 PM EST by dammen

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

Findings Required:

The Planning Commission shall not recommend a Conditional 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:

We feel that it conforms to the county land use plan by improving the land quality, erosion control, and to add a buildable lot in an area of town that is growing.

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

Yes

Comments:

Make a non functioning piece of property more functional.

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

N/A

Comments:

No pollutants will be added to the site.

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

Yes

Comments:

We will not be adding more water run off, we are improving the slope, grade, vegetation.

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

Yes

Comments:

The fill is clean fill coming from the new areas of construction in the horse track development.

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

N/A

Comments:

There are no pollution hazards.

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

Yes

Comments:

The property is located on a city street. Water and sewer have been stubbed onto the site.

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

N/A

Comments:

This area of land is vacant.

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

N/A

Comments:

Residential use only

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.

N/A

Comments:

Residential use only.

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.

N/A

Comments:

N/A

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:

We will be cleaning the street from dirt after trucks are done hauling fill to the site. Trucks will only operate during daytime hours.

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

Yes

Comments:

Our intentions would be to subdivide this into a 1 acre lot.

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:

Not commercial or industrial.

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:

Our plan would improve the quality of the land.

CONDITIONAL USE REQUEST Completed On 5/12/2023 9:42 AM EST by dammen

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

Describe in detail your request.

We are requesting the approval of a conditional use permit to place fill on our property to improve grading and water flow that had been disturbed by past construction when the city made road improvements as well as years of erosion before we owned the property. This portion of our property has the potential to be a buildable lot and was stubbed for city water and sewer when the city made their improvements. The fill on this portion of our land will improve the land condition, its use, and its function.

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

Section 5 Subd 8

Requested Dimension:

Please upload any supporting documents:

[project view Fill area.pdf](#)

[project view silt fence.pdf](#)

[Property view.pdf](#)

[Property with wetland and fill site.pdf](#)

[Carol Lebeau Neighboring property.pdf](#)

[Legal description.pdf](#)

External Notes

Documents

Internal Notes

Documents



750 North 3rd Street Suite B, La Crosse, WI 54601

La Crosse | Onalaska

Phone: (608) 783-9265 Fax: (608) 783-9266

Email: finals@newcastletitle.us

Date: April 30, 2020

File No.: 20-MN-93821

Kimberlee Burrichter and Douglas Dammen

1545 County 6

La Crescent, MN 55947

Dear Kimberlee and Douglas:

Congratulations on your purchase of the property located at 1545 County 6, La Crescent, MN 55947 and thank you for working with New Castle Title of La Crosse, Inc. Enclosed please find your Owners Policy of Title Insurance, which we recommend storing in a safe place for future reference. Should you decide to sell or refinance your property, possession of this policy will save you money when using New Castle Title of La Crosse, Inc. as your service provider.

Our mission is to not only provide outstanding service, but also educate customers on title insurance. Consequently, please contact us with any questions you may have regarding title insurance or your title policy.

We would love to hear about your experience with us. 'Like' New Castle Title and post a comment on Facebook.

Thank you for your business, and we look forward to working with you in the future.

Sincerely,

New Castle Title of La Crosse, Inc.

A handwritten signature in cursive script that reads "Macy Kearney".

Macy Kearney

Final Policy Specialist

mkearney@newcastletitle.us

Enclosures

E-RECORDED

simplifile

ID: A297339
 County: Houston
 Date: 03/06/2020 Time: 02:27PM

(Top 3 Inches reserved for recording data)

WARRANTY DEED

Individual(s) to Individual(s)

DEED TAX DUE: \$1,270.50

March 2, 2020
 DATE: February 5, 2020
ROB

eCRV number: 1069712

FOR VALUABLE CONSIDERATION, Kraig Glover, a single person, and Meredith Purdue, a single person, ("Grantor"), hereby conveys and warrants to Kimberlee Burrichter and Douglas Dammen, ("Grantee"), as tenants in common, real property in Houston County, Minnesota, legally described as follows:

See Exhibit A.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Easements of record, if any;

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor



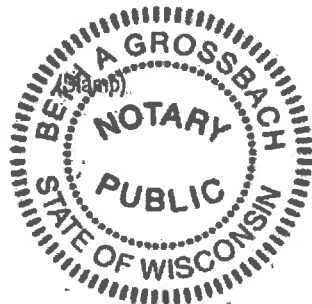
Kraig Glover



Meredith Purdue

State of WISCONSIN, County of Valerossé

This Instrument was acknowledged before me on this 28th day of February, 2020, by Kraig Glover, a single person, and Meredith Purdue, a single person.



[Handwritten Signature]

(signature of notarial officer)

BEN A. GROSSBACH

Title (and Rank):

Closing Manager

My commission expires:

12-25-2021

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Al Wieser, III
WIESER LAW OFFICE
33 S. Walnut Street, Suite 200
La Crescent, MN 55947

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Kimberlee Burrichter & Douglas Dammen
1545 County 6
La Crescent, MN 55947

Exhibit "A"
Property Description

Part of the NE 1/4 of the SW 1/4 of Section 9, Township 104 North, Range 4 West, La Crescent Township, Houston County, Minnesota, described as follows: Commencing at the center of said Section 9; thence South 24° 32' 45" West 406.85 feet to the intersection of the South right of way of Houston County Road #6 and the West line of a parcel described in Book 303 of Deeds, page 557, and the point of beginning: Thence South 26° 30' 58" West 202.62 feet (recorded as South 26° 00' 30" West) along said parcel described in Book 303 of Deeds, page 557; thence South 71° 30' 23" West 220.64 feet (recorded as 221.04 feet) along said parcel described in Book 303 of Deeds, page 557; thence South 26° 01' 53" West 326.57 feet along said parcel described in Book 303 of Deeds, page 557; thence North 63° 30' 7" West 119.61 feet; thence North 27° 20' 17" East 355 feet, more or less, to the Southerly corner of the property described in Book 226 of Deeds, page 49; thence continuing North 27° 20' 17" East (recorded as North 30° 30' East) along said parcel described in Book 226 of Deeds, page 49, 130 feet more or less to the most Easterly corner of the premises described in Book 226 of Deeds, page 49; thence North 62° 30' 59" West (recorded as 59° 25' West) along the parcel described in Book 226 of Deeds, page 49, to a point where said North line intersects with the Easterly right of way of Hickory Lane; thence North on and along the Easterly right of way of Hickory Lane to the intersection of the Easterly right of way of Hickory Lane and the Southerly right of way of Houston County Road #6; thence Easterly on and along the Southerly right of way of Houston County Road #6 to the point of beginning.



Policy No.: 134395-1-20-MN-93821-2020-72306-219586028

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or



(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

By: Maureen McCluskey
Authorized Officer or Agent

New Castle Title of La Crosse, Inc.
750 3rd St N Ste B
La Crosse, WI 54601-6298
Tel: 608-783-9265
Fax: 608-783-9266



By:

CHICAGO TITLE INSURANCE COMPANY

[Signature]

President

Attest:

Majorie Hemminger

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

72306 ALTA Owners Policy 06/17/06_306

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The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
 - (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
 - (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
 - (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title Insured,
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party



asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters

insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or



(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.



(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

File No.: 20-MN-93821

Agent ID: 134395.1.72.23

SCHEDULE A

POLICY NUMBER	DATE & TIME OF POLICY	AMOUNT OF INSURANCE
72306-219586028	March 6, 2020 at 2:28PM	\$385,000.00

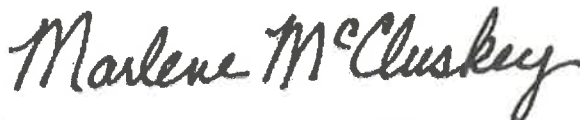
SIMULTANEOUSLY ISSUED WITH LOAN POLICY NUMBER: 72307-219586029

Loan No.: D73000007095

1. Name of Insured:
Kimberlee Burrichter and Douglas Dammen, as tenants in common
2. Title to the estate or interest in the Land is at Date of Policy vested in:
Kimberlee Burrichter and Douglas Dammen, as tenants in common
3. The estate or interest in the Land that is covered by this Policy is:
fee simple
4. The Land referred to in this policy is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:



BY: _____
New Castle Title of La Crosse, Inc., License #: 40299205
Marlene McCluskey, License #: 20076583
Authorized Signatory

This policy is valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

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File No.: 20-MN-93821

Agent ID: 134395.1.72.23

**SCHEDULE B – PART I
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
2. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Rights or claims of parties in possession not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the public records.
7. General taxes for the year 2020 and thereafter.

Note: Item(s) 3 and 4 above is/are hereby deleted.

8. Any claim of adverse possession or prescriptive easement.
9. Rights of the public in any portion of the subject premises lying within the limits of public roads and public rights of way.
10. This commitment and our policy, when issued, should not be construed so as to insure the subject land contains any particular acreage.
11. There are no outstanding special assessments.
12. Mortgage executed by Kimberlee Burrichter, An Unmarried Woman and Douglas Dammen, An Unmarried Man to Altra Federal Credit Union, dated March 2, 2020, and recorded on March 6, 2020, as Document No. A297340, securing the principal sum of \$100,000.00.

CHICAGO TITLE INSURANCE COMPANY



BY: _____
Marlene McCluskey

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

File No.: 20-MN-93821

Agent ID: 134395.1.72.23

LEGAL DESCRIPTION - EXHIBIT A

Part of the NE 1/4 of the SW 1/4 of Section 9, Township 104 North, Range 4 West, La Crescent Township, Houston County, Minnesota, described as follows: Commencing at the center of said Section 9; thence South 24° 32' 45" West 406.85 feet to the intersection of the South right of way of Houston County Road #6 and the West line of a parcel described in Book 303 of Deeds, page 557, and the point of beginning: Thence South 26° 30' 58" West 202.62 feet (recorded as South 26° 00' 30" West) along said parcel described in Book 303 of Deeds, page 557; thence South 71° 30' 23" West 220.64 feet (recorded as 221.04 feet) along said parcel described in Book 303 of Deeds, page 557; thence South 26° 01' 53" West 326.57 feet along said parcel described in Book 303 of Deeds, page 557; thence North 63° 30' 7" West 119.61 feet; thence North 27° 20' 17" East 355 feet, more or less, to the Southerly corner of the property described in Book 226 of Deeds, page 49; thence continuing North 27° 20' 17" East (recorded as North 30° 30' East) along said parcel described in Book 226 of Deeds, page 49, 130 feet more or less to the most Easterly corner of the premises described in Book 226 of Deeds, page 49; thence North 62° 30' 59" West (recorded as 59° 25' West) along the parcel described in Book 226 of Deeds, page 49, to a point where said North line intersects with the Easterly right of way of Hickory Lane; thence North on and along the Easterly right of way of Hickory Lane to the intersection of the Easterly right of way of Hickory Lane and the Southerly right of way of Houston County Road #6; thence Easterly on and along the Southerly right of way of Houston County Road #6 to the point of beginning.

Fill Site



Silt Fence and silt sock locations



-  Silt sock
-  Silt fence
-  Fill site

[illegible]

Dammen/Burrichter property with wetland overlay and fill site location



CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: **Kimberlee Burrichter and Douglas Dammen** DATE: **June 22, 2023**
C.U.P. REQUESTED: **For substantial land alteration in the residential district.**

The Planning Commission shall not recommend a conditional 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: Goal 2.3 of the Comprehensive Land Use Plan references protection of natural resources. Buttressing the existing slopes and routing surface water in a controlled manner will assist this process.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Buttressing the roadway and providing additional controls on routing surface water has merit and demonstrates a need for the proposed use.

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: With proper control of surface water runoff and establishing vegetation on the slopes the sediment load to water bodies should be reduced.

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: The quantity of water will not increase with the installation of a culvert to direct water and dissipate the energy.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The clay soils being placed will provide some strength to the slopes when vegetation is established.

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: Soil erosion measures will decrease runoff.

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: A culvert is being placed to direct surface water and dissipate the energy.

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: N/A

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: With vegetation reestablished and good surface water routing the parcel will assist downstream parcels in managing surface water runoff.

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: Providing a stabilized buttressed slope for the roadway and routing surface water through a culvert as opposed to sheet flow on the compromised bank is a substantial improvement.

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: N/A

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: 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: Public health, safety, morals, and general welfare are not anticipated to be impacted.

Jim Wieser made a motion to accept the findings as presented. Larry Hafner seconded. All were in favor. Motion carried.

Wayne Feldmeier made the motion to recommend the Houston County Board approve the Conditional Use application for substantial land alteration in a residential district with the following conditions:

1. Map or plat of the proposed area of land alteration.
2. Legal description of land to be altered.
3. Nature of proposed alteration, rough grade estimates and future use of the property.
4. Starting date and approximate completion date of the operation.
5. The name of all owners of the land to be altered.
6. The names and addresses of all owners and occupants of the adjoining land that may be affected by the land alterations.
7. The Permittee shall comply with all federal, state, and local laws and regulations.
8. 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.

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

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 06.28.23

By: Donna Trehus, Auditor/Treasurer

ACTION ITEM:

Consider approval of LG220 Application for Exempt Permit for Gambling Activities on behalf of the Sheldon Valley Sportsman's Association, P.O. Box 592, Houston, MN 55943 for gambling activities to be conducted at The Sheldon Valley Sportsman's Association Gun Range at 11511 County Rd 10, Caledonia, MN 55921 located in Caledonia Township on October 8, 2023, with no waiting period.

Reviewed by:

☐ **HR Director**

☐ **Finance Director**

☐ **IS Director**

☐ **County Attorney**

☐ **Environmental Svcs**

☐ **County
Sheriff
County
Engineer**

☒ **Other
Other
(indicate
dept)**

Caledonia
Township

Auditor/Treasurer

Recommendation:

Decision:

RESOLUTION NO. 23-23

**MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL
SHELDON VALLEY SPORTSMAN'S ASSOCIATION**

July 11, 2023

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling LG220 Application for Exempt Permit for the Sheldon Valley Sportsman's Association for gambling activities to be conducted at the Sheldon Valley Sportsman's Association Gun Range in Caledonia Township on October 8, 2023, with no waiting period.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated July 11, 2023,

WITNESS my hand and the seal of my office this 11th day of July 2023.

(SEAL)

Donna Trehus, Auditor/Treasurer

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Sheldon Valley Sportsmans Association

Previous Gambling Permit Number: X-93595-23-022

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 592

City: Houston State: MN Zip: 55943 County: Houston

Name of Chief Executive Officer (CEO): Chad Walters

CEO Daytime Phone: _____ Email: _____ (press unless otherwise indicated below)

Email permit to: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS (income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted Sheldon
(for raffles, list the site where the drawing will take place): Seldon Valley Sportsmans Association Gun Range

Physical Address (do not use P.O. box): 11511 County Rd 10

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Caledonia Zip: 55921 County: Houston

Date(s) of activity (for raffles, indicate the date of the drawing): October 8, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: CaledoniaSignature of Township Officer: [Signature]Title: Chair Date: 6-26-23**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 6-14-23
(Signature must be CEO's signature; designee may not sign)

Print Name: Chad Walters**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Houston County Agenda Request Form

Date Submitted: 7/5/2023

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:

Request to submit a grant to U-Care for support of Dental Access project.

Attachments/Documentation for the Board's Review:

None

Justification:

Action Requested:

Approve Grant Submission

For County Use Only

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

Recommendation:

Decision:

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

Houston County Agenda Request Form

Date Submitted: 7/5/2023

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:

Request to submit Toward Zero Deaths (TZD) grant with the Office of Traffic Safety to provide to provide Public Health education related to traffic safety.

Attachments/Documentation for the Board's Review:

None

Justification:

Action Requested:

Approve grant submission.

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.

ATTENTION!! This message originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Cindy,

Houston County's next board meeting is July 11th. I could put a letter of commitment on the agenda for approval that day.

Thanks,

Allison

On Mon, Jun 26, 2023 at 1:08 PM Cindy Vitse <Cindy.Vitse@semcac.org> wrote:

Good afternoon!

I am working on the application to MN Housing and am wondering how soon I could receive a letter of commitment for the funds each county has committed to this application. If I could please get something in writing from each county, I'd greatly appreciate it.

You can address the letter to me but use Bluff Country HRA instead of Semcac. Address is the same as it is for Semcac.

Please let me know if you have any questions or need anything from me.

Thank you!

Cindy Vitse, Housing Rehab Coordinator and staff for the Bluff Country HRA

[badge-33016] <https://bcert.me/sojzghefe>

Semcac / Bluff Country HRA
204 S Elm Street PO Box 549, Rushford, MN 55971
Switchboard: 507 864-7741 / Direct Line: 507 864-8207
www.semcac.org<<http://www.semcac.org>>

The Promise of Community Action: Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

--

Allison Wagner

Director of Grants

**Community and Economic Development
Associates**



HOUSTON COUNTY

304 South Marshall Street

Commissioners:
District 1
Dewey Severson
District 2
Eric Johnson
District 3
Robert Burns
District 4
Bob Schuldt
District 5
Greg Myhre

July 11, 2023

Bluff Country HRA
Attn: Cindy Viste
204 S. Elm Street
PO Box 549
Rushford, MN 55971

Dear Mrs. Viste,

This letter is written expressing Houston County's support of the proposal submitted by the Bluff Country HRA for the MN Housing Single Family RFP for the Community Homeowner Impact Fund.

Houston County's Board of Commissioners is committed to and unanimously approved allocating ARPA funds as a \$20,000 one time match for the Minnesota Housing Program, Community Homeowner Impact Fund pending the funds are awarded.

We strongly support this application and its focus on strengthening housing in Houston County. The area is in need of this assistance. Houston County is a committed partner in this project.

Sincerely,

Houston County Commissioners

Houston County Board Chair, Dewey Severson