

## **PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Date: October 22, 2024

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: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Rose Korabek, Interim Administrator Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Human Resource Technician Ann Diersen, and Engineering Supervisor Justin Conway

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to approve the meeting minutes from October 15, 2024.

Public Comment:

None.

### **APPOINTMENTS**

None.

### **CONSENT AGENDA**

Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve the consent agenda. Items approved are below.

- 1) Accept the resignation of Houston County Attorney Samuel Jandt, effective at 12:01 a.m., January 4, 2025, per MN Statute §351.01, subd.3(b).

- 2) Reassign Amelia Meiners from the position of Interim Environmental Services Director to probationary, full-time Environmental Services Director (D61 step 5), effective October 23, 2024.

#### ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to accept donations to the Extension Tesmer Farm Safety Day for a total of \$525.00.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, to adopt Resolution No. 24-39 Final Acceptance for CP 2024-06 Sealcoat, Contract #069 with Scott Construction Inc. for bituminous seal coat. The total cost was \$466,941.81. Resolution is below.

#### **RESOLUTION NO. 24-39**

#### **FINAL ACCEPTANCE FOR CP 2024-06 SEALCOAT CONTRACT # 69**

**SCOTT CONSTRUCTION, INC**

**October 22, 2024**

WHEREAS, Contract No. 069 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

File No. 3 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to adopt Resolution No. 24-40 Final Acceptance for SAP 028-620-016, Contract #336 with Minnowa Construction for a bridge replacement on CSAH 20. The total cost was \$212,407.12. Resolution is below.

#### **RESOLUTION NO. 24-40**

#### **FINAL ACCEPTANCE FOR SAP 028-620-016 BRIDGE REPLACEMENT CSAH 20 CONTRACT # 336**

**MINNOWA CONSTRUCTION INC**

**October 22, 2024**

WHEREAS, Contract No. 336 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

File No. 4 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. Payments are below.

## **REVIEW LICENSE CENTER PAYMENTS**

### **2024/10/17 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
KLUG/MICHAEL	2,200.00
OLMSTED SWCD	33,575.98
	35,775.98
11 VENDORS PAID LESS THAN \$2000.00	5,611.57
	<u>41,387.55</u>

**2024/10/22 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
EPA AUDIO VISUAL INC	84,744.84
HAMMELL EQUIPMENT INC	2,420.72
HOUSTON COUNTY TREASURER	35,548.12
LA FLEUR LAW OFFICE LLC	6,888.45
MIENERGY COOPERATIVE	3,397.90
MINNOWA CONSTRUCTION INC	10,620.36
MN STATE TREASURER	3,771.50
MORRIS ELECTRONICS INC	2,906.25
MURPHY & ROVERUD LLP	5,679.43
NUSS TRUCK & EQUIPMENT	142,058.39
OFFICE OF MNIT SERVICES	2,297.15
REGENTS OF THE UNIVERSITY OF MINNESOTA	31,297.63
RON WEYMILLER CONSTRUCTION	4,640.45
SCHUMACHER ELEVATOR COMPANY	5,525.16
SCOTT CONSTRUCTION INC	31,213.71
SOUTHEAST MN PUBLIC INTEREST	7,440.00
WINONA CONTROLS INC	3,594.96
ZARNOTH BRUSH WORKS INC	3,062.40
	<u>387,107.42</u>
28 VENDORS PAID LESS THAN \$2000.00	<u>15,870.05</u>
	<u>402,977.47</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>35,170.32</u>
	<u><u>438,147.79</u></u>

Public Comment:

None.

DISCUSSION ITEMS

REGULAR SESSION—October 22, 2024

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Commissioners discussed recent and upcoming meetings including a Wildcat Park, District 1, Finance, and Personnel meeting.

A proposed Houston County ordinance to regulate cannabis businesses would be discussed at the planning commission meeting on Thursday, October 24, 2024.

There being no further business at 9:41 a.m., a motion was made by Commissioner Myhre seconded by Commissioner Schuldt motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on November 5, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

**HOUSTON COUNTY  
AGENDA REQUEST  
November 5, 2024**

**Date Submitted: October 31, 2024**

**By: Ann Diersen, HR Tech**

**ACTION**

- Request not to fill a currently vacant Lead Jailer/Dispatcher position and instead initiate a competitive search for a full-time Jailer/Dispatcher position as allowed by DOC.

**APPOINTMENT REQUEST**

**NONE**

**HR CONSENT AGENDA REQUEST**

**Auditor/Treasurer**

- Hire Hannah Snell as a probationary, .5 FTE Deputy Auditor/Treasurer – License Center (B22 step 1), effective November 18, 2024, conditioned upon successful completion of a background check

**Facilities**

- Change the employment status of Custodian II, Holly Ingvalson, from probationary to regular, effective November 15, 2024

**Recorder's Office**

- Change the employment status of Deputy Recorder, Amy Molling, from probationary to regular, effective November 13, 2024

**Sheriff's Office**

- Approve advertising for temporary/casual (67 day) Sheriff's deputies for shift coverage
- Approve advertising for temporary/casual (67 day) Transport Officers

<b><u>CC:</u></b>	<input checked="" type="checkbox"/>	Auditor/Treasurer	<input checked="" type="checkbox"/>	Sheriff	
	<input checked="" type="checkbox"/>	Admin/Finance Director	<input checked="" type="checkbox"/>	Engineer	
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS	
	<input type="checkbox"/>	County Attorney	<input checked="" type="checkbox"/>	(indicate other dept)	<input type="checkbox"/> Recorder
	<input type="checkbox"/>	Environmental Svcs			

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 5, 2024**

**Date Submitted: October 25, 2024**

**By: Polly Heberlein – Interim Auditor-Treasurer**

**CONSENT AGENDA REQUEST**

**Consider approving the Re-appointment of Managers Tim McCormick and Scott Standish to the Crooked Creek Watershed District for a three (3) year term to expire on 11/30/27. Their current terms end on November 30, 2024.**

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

# Houston County Agenda Request Form

Date Submitted: 10/31/2024

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

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

**Issue:**

Guardianship contract - Patricia Goetzinger-Krall

**Attachments/Documentation for the Board's Review:**

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

**Justification:**

**Action Requested:**

Approve and sign contracts as presented

For County Use Only			
<b>Reviewed by:</b>	<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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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



## PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and **Patricia Goetzinger-Krall**, 803 N Pine, Caledonia, MN 55921, hereafter referred to as the "Provider".

### WITNESSETH

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

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

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

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

#### 1. Term

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

#### 2. Services:

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

<b><u>BRASS CODE</u></b>	<b><u>SERVICE DESCRIPTION</u></b>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	Money Management

#### 3. Cost and Delivery of Purchased Services:

See Attachment A for details.

**4. Eligibility for Services:**

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

**5. Payment for Purchased Services:**

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

**6. Records**

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 803 N Pine, Caledonia, MN 55921.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

**7. Independent Contractor**

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

**8. Provider Standards and Licenses**

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

9. Safeguard of Client Information:

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

10. Indemnification:

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

BY: Patricia Goetzinger Krall

Patricia Goetzinger-Krall

DATED: 10/10/24

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 10-15-2024

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY: [Signature]

John Pugleasa, Director  
Houston County Human Services

DATED: 10/10/2024

## **Houston County's Conservatorship and Guardianship Service Definition**

### **A guardian or conservator:**

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

### **Duties for Guardian/Conservators:**

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

### **Conservator:**

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

### **Guardian:**

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

### **General:**

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

### **Rates:**

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

### **Service Arrangements:**

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

**Billing:**

- Time should be tracked and billed in 15-minute increments.
- Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis.
- While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.
- Provider must meet "end of the year" budget deadlines to be paid for December.

# Houston County Agenda Request Form

Date Submitted: 10/31/2024

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

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

**Issue:**

Multi County SNAP Employment & Training agreement. Wabasha County hosts a four county program with Workforce Development Inc (WDI) to provide employment and training services for eligible SNAP program participants.

**Attachments/Documentation for the Board's Review:**

Soft Copy for review, hard copy for signature

**Justification:**

**Action Requested:**

Review and approve contract as presented.

For County Use Only			
<b>Reviewed by:</b>	<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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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.



AGREEMENT FOR PROVISION OF  
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2024 through September 30, 2025.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$8,654.30 10-01-2024 through 09-30-2025 designated for direct program expenses: \$701.70 (7.5% WDI admin) and \$1358.00 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

### III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$8,654.30 direct program, \$701.70 administration, and \$1,358 support funds for this program year.

This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

#### IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

#### V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
  - 1. Verification that the participant kept their initial appointment as scheduled.
  - 2. A copy of the employment plan.
  - 3. Monthly communication with the Counties verifying each participant's program participation.
  - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.

B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.

- C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.
- D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.
- E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.
- G. Subcontractors are subject to all requirements outlined in this agreement.
- H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

**IX     Affirmative Action:** The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A.     The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR  
HOUSTON CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

*Ginny Rietmann*  
\_\_\_\_\_  
Director

By *[Signature]*  
Director

Date Oct 16, 2024

Date 10/16/2024

By *[Signature]*  
County Attorney

Date 10-17-2024

FOR  
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

*Ginny Rietmann*  
\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date Oct 16, 2024

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_



FOR  
MOWER CO. BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Ginny Rietmann*  
\_\_\_\_\_  
Director

Date Oct 16, 2024

FOR  
WABASHA CO.  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Jenny Rietmann*  
\_\_\_\_\_  
Director

Date Oct 16, 2024

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
November 5, 2024**

**Date Submitted: October 24, 2024**

**By: Polly Heberlein- Interim Auditor Treasurer**

**CONSENT AGENDA REQUEST**

**APPOINTMENT REQUEST**

**ACTION ITEM REQUESTS**

Consider approving the State of Minnesota Department of Transportation  
Limited Use Permit regarding Snowmobile Trail – Nighttime, Two Way Use  
and Resolution for this purpose.

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> <b>HR Director</b>	<input type="checkbox"/> <b>Sheriff</b>	
	<input type="checkbox"/> <b>Finance Director</b>	<input type="checkbox"/> <b>Engineer</b>	
	<input type="checkbox"/> <b>IS Director</b>	<input type="checkbox"/> <b>PHHS</b>	
	<input type="checkbox"/> <b>County Attorney</b>		<input type="checkbox"/> <b>Auditor-Treasurer</b>
	<input type="checkbox"/> <b>Environmental Svcs</b>		
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 2803 (T.H. 44)  
C.S. 2804 (T.H. 44)  
C.S. 2802 (T.H. 26)  
C.S. 2806 (T.H. 76)  
County of Houston  
LUP # 2802-0057  
Permittee: County of Houston  
Expiration Date: 11/01/2034

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Houston, ("Permittee"), to use the area within the right of way of Trunk Highway No. 44, 76, 26 as shown in orange on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Snowmobile Trail - Nighttime, Two Way Use**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

In addition, the following special provisions shall apply:

#### SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 11/01/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
  - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
  - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including

attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Auditor  
Houston County Courthouse  
304 S. Marshall  
Caledonia, MN 55921

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 6 Right of Way  
2900 48th Street NW  
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNIFICATION AND RELEASE.** Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.



Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

COUNTY OF HOUSTON

OF TRANSPORTATION

By \_\_\_\_\_  
Its Chairman of the County Board

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

Date \_\_\_\_\_

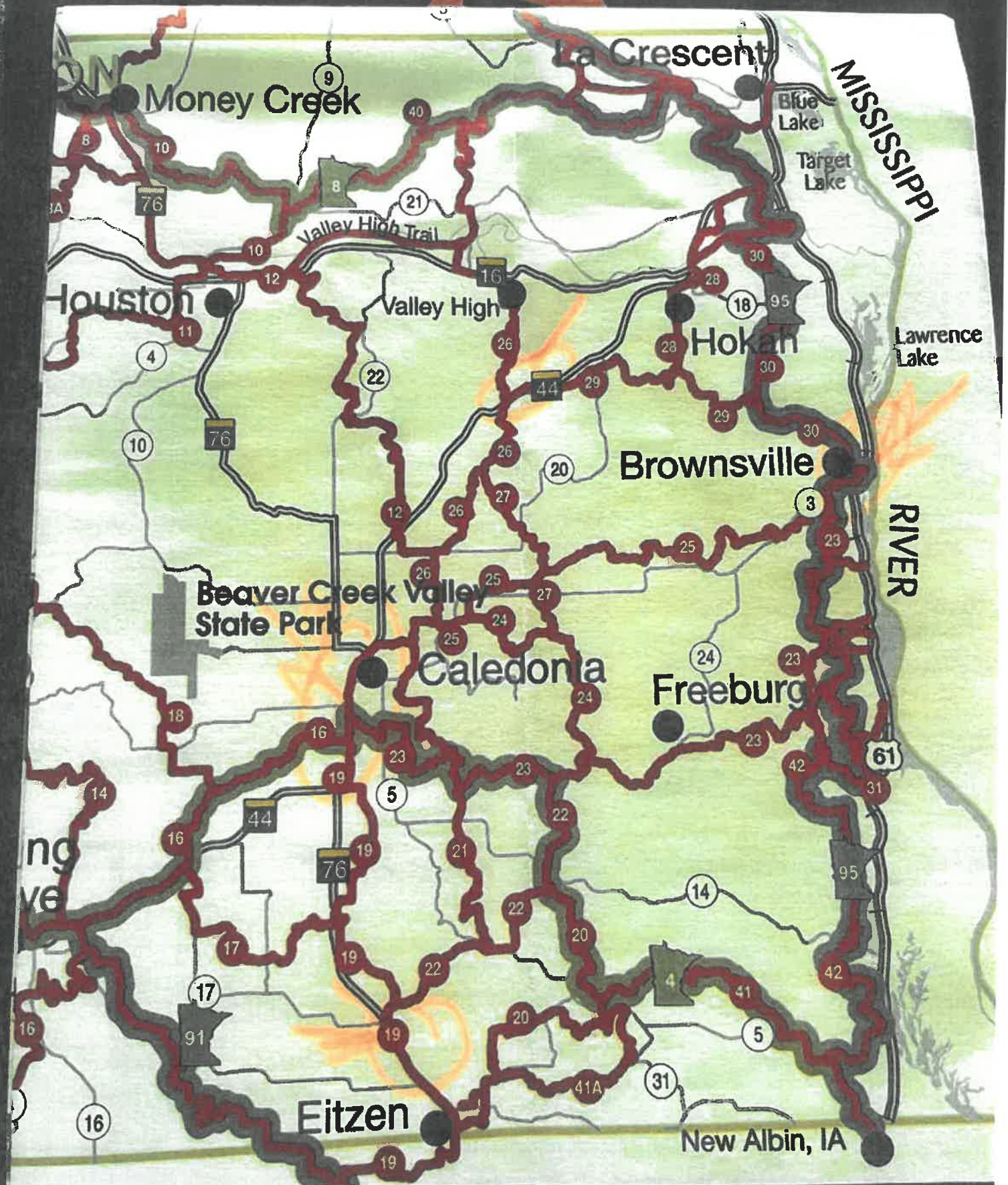
APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.



**EXHIBIT B**  
**COUNTY OF HOUSTON LUP with MN DOT**  
**RESOLUTION 24-41**

IT IS RESOLVED that the County of Houston enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the County of Houston upon, along and adjacent to Trunk Highway No. 44, 76, 26 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Houston County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of County of Houston, the aforesaid Limited Use Permit and its amendments.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HOUSTON AS FOLLOWS; that the Board Chairperson and the Houston County Board of Commissioners enter into Limited Use Permit No. 2802-0057 with the State of Minnesota, Department of Transportation for the following purposes:

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Houston County Board of Commissioners at an authorized meeting held on the 5<sup>th</sup> day of November, 2024, as shown by the minutes of the meeting in my possession.

---

Houston County Interim Administrator

(Seal)

C.S. 2803 (T.H. 44)  
C.S. 2804 (T.H. 44)  
C.S. 2802 (T.H. 26)  
C.S. 2806 (T.H. 76)  
LUP # 2802-0057



# 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: 10/29/2024

Person requesting appointment with County Board: Amelia Meiners

**Issue:**

CUP Approval/Denial: 1) CUP for Nicholas Bissen and Jennifer Albrecht to build a dwelling on less than 40 acres in an ag district in Houston Twp. (PC recommended approval).

**Justification:**

**Action Requested:**

Final Approval/Denial by the County Board. (Agenda, Hearing Notice, Findings and Staff Report are attached.)

### 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  
BOARD OF ADJUSTMENT AND  
PLANNING COMMISSION AGENDA  
Thursday, October 24, 2024**

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

**BOARD OF ADJUSTMENT**

Approve Minutes of September 26, 2024

**VARIANCE HEARINGS:**

- 5:00 pm      ***Gregory and Anne Yackle – Caledonia Township***  
1) Variance to reduce rear yard setback requirements to replace an accessory structure (Section 14 - 14.9 Subdivision 1).
- 5:15 pm      ***Chad and Tracy Harms – Caledonia Township***  
1) Variance to reduce rear yard setback requirements for an addition onto an existing dwelling (Section 15 - 15.8 Subdivision 1).

**PLANNING COMMISSION**

Approve Minutes for September 26, 2024

**CONDITIONAL USE HEARING:**

- 5:30 pm      ***Nicholas Bissen and Jennifer Albrecht – Houston Township***  
Conditional Use Permit to place a dwelling in the Agricultural Protection District (Section 14 – 14.3 Subdivision 1, Subsection 10).

**OTHER BUSINESS:**

- 6:00 pm      ***Public Hearing and Intent to Adopt an Ordinance***  
Discussion of a preliminary draft ordinance regulating cannabis businesses in Houston County.

## NOTICE OF PUBLIC HEARING

### PLEASE TAKE NOTICE:

That an application has been made by Nicholas Bissen and Jennifer Albrecht, 4036 Elliot Avenue, Minneapolis, MN 55407, for a Conditional Use Permit to build a dwelling on less than 40 acres in an agricultural district (Section 14 – 14.3 Conditional Uses, Subdivision 1, Subsection 10) in Houston Township on the following premises, to-wit:

PT SW¼ SE¼, Section 36, Township 104, Range 6, Houston County, Minnesota. (Parcel #06.0281.001)

Said applicants standing and making application are as holders and owners of an enforceable option to purchase full interest in said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:40 p.m. on Thursday, October 24, 2024.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to [amelia.meiners@co.houston.mn.us](mailto:amelia.meiners@co.houston.mn.us), and must be received by Tuesday, October 15, 2024 to be included for review prior to the hearing. All comments are considered public record.

### HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners  
Zoning Administration

ADV: October 9, 2024



06.0278.000  
LEE, BRIAN C

SE NW

SW NE

06.0278.001  
LEE, BRIAN C

SE NE

NE SW

06.0282.001  
LEE, BRIAN C

SW

06.0279.001  
LEE, BRIAN C

NW SE

NE SE

06.0279.000  
LEE, TYLER

SE SW

06.0282.002  
LEE, TYLER

06.0282.000  
SENNES,  
THEODORE A

HOP HOLLOW RD

SW SE

06.0281.001  
WELCH, MATTHEW  
& MARCIA

SE SE

06.0280.000  
CHARLES & LYN  
HALVORSON REV TR

06.0298.000  
LEE, TYLER

06.0295.000  
SENNES, THEODORE A

06.0281.000  
SENNES,  
THEODORE A

06.0288.001  
SENNES,  
THEODORE A

06.0283.000  
CHARLES & LYN  
HALVORSON REV TR

NE NW

06.0294.000  
SENNES,  
THEODORE A

06.0288.000  
LEE, BRUCE

NW NE

NE NE

06.0287.000  
CHARLES & LYN  
HALVORSON REV TR

06.0284.000  
LEE, BRUCE  
L & JO ANN

06.0296.000  
LEE, BRUCE

SE NW

06.0286.000  
LEE, BRUCE

SW NE

SE NE

HOP  
HOLLOW RD

06.0297.000  
LEE,  
TYLER



## CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Nicholas Bissen and Jennifer Albrecht DATE: October 24, 2024  
C.U.P. REQUESTED: Build a dwelling in an agricultural 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 County Land Use Plan.

Staff Analysis: The Comprehensive Plan and Zoning Ordinance both restrict non-farm development to minimize incompatibility between agricultural uses and residential uses and push to conserve the expenditure of public funds for scattered development. Since partial development has already taken place on this parcel, staff feel it is a good area to encourage further development. In addition, there is limited commercial agriculture in the immediate vicinity of this proposal and the location satisfies the density limitations.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: The applicants intend to build a single family dwelling to move back to the area and a CUP is required for that request.

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: A septic system designed and installed by a licensed septic professional is required. A contractor has been on location and determined there to be two type I locations.

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 applicant will need to meet all requirements of their erosion control plan to address any runoff concerns before and after construction. A culvert sized appropriately to match the bank full stream width shall be utilized so there is no impact to flow in the dry run.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: Non-farm dwellings cannot be constructed on prime agricultural soils. This site meets that requirement and the soil type is adequate for building provided it conforms to the natural slope of the land.

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: Treatment of septage is likely the biggest potential pollution hazard, but a septic system designed and installed by a licensed MN professional should mitigate that risk. In addition, all erosion control methods approved by the SWCD during the permitting process shall be followed to reduce risk of sediment reaching the intermittent stream.

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 driveway was constructed with the initial build on this property and still meets applicable standards. Many utilities already exist on or near this site. If any new utility installations are necessary, it will be the responsibility of the landowner.

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: Adequate space exists around the building envelope of this parcel so that no parking on the township road will be necessary for future residential use.

Board agreed to the finding by a unanimous vote.

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

Staff Analysis: 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: This area is not widely inhabited and this site is partially developed. There are dwellings approximately a quarter mile before and after this site on the township road and aside from that, the area uses are primarily recreational and agricultural and a dwelling should not affect the use of those properties.

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: Predominant uses are recreation and agriculture. Presumably, topography adjacent to the township road limits the development that can take place in this valley. The addition of a dwelling on this existing site should not affect the surrounding properties.

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: This is an area of limited development, but two other residential sites are located along Hop Hollow Road in adjacent quarter-quarters. This proposal is consistent with those properties.

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: A non-farm dwelling should not negatively affect the public's health, safety, morals, and general welfare.

Board agreed to the finding by a unanimous vote.

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

	Yes	No	SA	Comment
Josh Gran	X			
Jim Wieser	X			
Johnathon Glasspoole	X			
Larry Gaustad	X			
Wayne Feldmeier	X			
Cindy Wright	X			
Greg Myhre	X			

Greg Myhre made a motion to recommend the Houston County Board approve a conditional use permit for a single-family dwelling under 40 acres with two conditions in Houston Township:

1. The permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is complying with the conditions and all other applicable statutes, rules, and ordinances.

Josh Gran seconded. Roll call vote was taken. All were in favor. Motion carried.

	Yes	No	SA	Comment
Josh Gran	X			
Jim Wieser	X			
Johnathon Glasspoole	X			
Larry Gaustad	X			
Wayne Feldmeier	X			
Cindy Wright	X			
Greg Myhre	X			

The Findings will be submitted to the Houston County Board of Commissioners for their review.



# 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

10/14/2024

Application Date: 9/20/2024  
Hearing Date: 10/24/2024  
Petitioner: Nicholas Bissen & Jennifer Albrecht  
Reviewer: Amelia Meiners  
Zoning: Ag Protection  
Address: 5731 Hop Hollow Rd  
Township: Houston  
Parcel Number: 060281001  
Submitted Materials: CUP Application

## OVERVIEW

### REQUEST

The applicants are seeking a Conditional Use Permit (CUP) to build a dwelling on less than 40 acres in the agricultural protection district.

### SUMMARY OF NOTEWORTHY TOPICS

In 2008, the landowners were granted a CUP to build a house on less than 40 acres (#289) and a building permit (#3480) to build a house and shop. The shop was constructed, but no dwelling was ever started. According to the Houston County Zoning Ordinance Section 6.4, *an approved CUP shall expire if the use approved has not commenced within nine months*. Typically, the issuance of zoning permits allows for an additional time frame and a zoning permit expires after one year if the project has not been started.

In May 2021, the current landowners sought a CUP (#437) to build a house on less than 40 acres and later requested an extension that has since expired. No zoning permit was ever issued.

The applicants have signed a purchase agreement contingent upon approval of a Conditional Use Permit and the current landowners approve of the application.

The Houston County Zoning Ordinance (HCZO) 14.3 subd.1 (10) requires the following;

(10) *Dwellings. Single-family non-farm dwellings subject to the following:*

- (a) *No more than one (1) dwelling per quarter-quarter section.*
- (b) *Non-farm dwellings built after the adoption of this Ordinance shall be setback at least one-fourth, (1/4), mile from all feedlots, except as otherwise provided in this Ordinance.*

(c) Non-farm dwelling units shall not be permitted on land which is of soil classifications of Class I-III soils rated in the Soil Survey - Houston County by the U. S. D. A. Natural Resource Conservation Service, except in cases where the land has not been used for the production of field crops or enrolled in a government program whereby compensation is received in exchange for the removal of an area from production, for a period of ten years or more.

(d) Non-farm dwelling units shall only be permitted on sites considered Buildable Lots as defined by this Ordinance, and shall not be permitted in areas classified wetlands, flood plain, peat and muck areas and other areas of poor drainage. Non-farm dwelling units shall not be permitted on land which has a slope of twenty-four (24) percent or greater. All non-farm dwellings must have an erosion control plan as required by Section 24.

(e) Non-farm dwelling units shall be required to be located on lots having ownership of at least thirty-three (33) feet of road frontage on a public roadway or a legally recorded perpetual access at least thirty-three (33) feet wide from an existing public roadway and a minimum lot area of one (1) acre.



Figure 1. Site plan included in the application.



**Figure 2. View of property and building location from the west. The proposed house will be on the other side of the ditch.**

### TOWNSHIP AND NEIGHBORHOOD COMMENTS

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

### SITE CHARACTERISTICS

This is a 28.9-acre parcel in the agricultural protection district of Houston Township. It is an open quarter-quarter with adequate road frontage. The parcel is split between steep timber ground and rolling valley floor. A dry run, mapped as an intermittent stream, runs down the valley. However, the intermittent stream is not classified as a public watercourse. As a result, shoreland is not a concern. The proposed dwelling location is in a field area, but soils in the proposed location are 388D2 and 322E, class 4e and 6e soils, respectively. The Soil Survey lists both as very limited to building, primarily due to slope. However, the building site is between 8-11% slope and an existing driveway to the shop meets access standards. The driveway extension to the building site will need to be under 12% slope. There are no floodplain or feedlot concerns.

### EVALUATION

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

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

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

Staff Analysis: The Comprehensive Plan and Zoning Ordinance both restrict non-farm development to minimize incompatibility between agricultural uses and residential uses and push to conserve the expenditure of public funds for scattered development. Since partial development has already taken place on this parcel, staff feel it is a good area to encourage further development. In addition, there is limited commercial agriculture in the immediate vicinity of this proposal and the location satisfies the density limitations.

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

Staff Analysis: The applicant's intend to build a single family dwelling to move back to the area and a CUP is required for that request.

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

Staff Analysis: A septic system designed and installed by a licensed septic professional is required. A contractor has been on location and determined there to be two type I locations.

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

Staff Analysis: The applicant will need to meet all requirements of their erosion control plan to address any runoff concerns before and after construction. A culvert sized appropriately to match the bank full stream width shall be utilized so there is no impact to flow in the dry run.

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

Staff Analysis: Non-farm dwellings cannot be constructed on prime agricultural soils. This site meets that requirement and the soil type is adequate for building provided it conforms to the natural slope of the land.

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

Staff Analysis: Treatment of septage is likely the biggest potential pollution hazard, but a septic system designed and installed by a licensed MN professional should mitigate that risk. In addition, all erosion control methods approved by the SWCD during the permitting process shall be followed to reduce risk of sediment reaching the intermittent stream.

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

Staff Analysis: A driveway was constructed with the initial build on this property and still meets applicable standards. Many utilities already exist on or near this site. If any new utility installations are necessary, it will be the responsibility of the landowner.

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: Adequate space exists around the building envelope of this parcel so that no parking on the township road will be necessary for future residential use.



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: This area is not widely inhabited and this site is partially developed. There are dwellings approximately a quarter mile before and after this site on the township road and aside from that, the area uses are primarily recreational and agricultural and a dwelling should not affect the use of those properties.

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: Predominant uses are recreation and agriculture. Presumably, topography adjacent to the township road limits the development that can take place in this valley. The addition of a dwelling on this existing site should not affect the surrounding properties.

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: This is an area of limited development, but two other residential sites are located along Hop Hollow Road in adjacent quarter-quarters. This proposal is consistent with those properties.

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: A non-farm dwelling should not negatively affect 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.

Proposed motion: Recommend granting a conditional use permit for a single-family dwelling on under 40 acres with the two conditions.



Conditional Use Request	Amount Paid
2024-CUP-309705	\$0.00
Applicant	Created
Jennifer Albrecht	September 10, 2024

Number
2024-CUP-309705

Jennifer Albrecht and Nicholas Bissen   060281001   Houston
Submitted by
JenRALbrecht@gmail.com on
9/10/2024



## Applicant

Jennifer Albrecht

651-335-5139

JenRALbrecht@gmail.com

**Search Parcel Data** Completed On Tuesday, September 10, 2024 at 4:51 PM CDT by JenRALbrecht@gmail.com

ParcelID	Address	City	OwnerName	Acres
060281001			WELCH,MATTHEW & MARCIA	28.900

**CONDITIONAL USE INTRO** Completed On Tuesday, September 10, 2024 at 4:52 PM CDT by JenRALbrecht@gmail.com

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 Tuesday, September 10, 2024 at 4:53 PM CDT by JenRALbrecht@gmail.com

Applicant Name

Jennifer Albrecht and Nicholas Bissen

Parcel Tax ID

060281001

**Telephone Number**

507-313-9739

**Address**

4036 Elliot ave

**City**

Minneapolis

**Zip**

55407

**Legal Description**

PT SW1/4 SE1/4; DOC 252363 DOC 252985; DOC 268731; DOC 268732; DOC 278798; DOC 303363 1

**Section-Township-Range**

36-104-006

**Do you own additional adjacent parcels**

No

**Township of:**

Houston

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	Judith Massman	507-458-3294
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

**CONDITIONAL USE REQUEST** Completed On Monday, September 16, 2024 at 7:56 PM CDT by JenRALbrecht@gmail.com

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

**Describe in detail your request.**

The applicants have signed a purchase agreement contingent upon approval of a Conditional Use Permit (CUP). The current landowners, Matt and Marcia Welch, approve this application. The applicants would like to build a dwelling and an additional private workshop on this 28.9 acre parcel in the agricultural protection district of Houston Township. The parcel has been partially developed since construction of a garage was completed in 2008. Two previous CUPS were approved to build dwellings, however no dwellings have been built and the previous CUPS have expired.

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

Houston County Zoning Ordinance (HCZO) 14.3 subs.1(10)

**Requested Dimension:**

dwelling approximately 80' x 40' (3 bedroom; 3.5 bath); workshop 30' x 40'

**Please upload any supporting documents:**

Hop Hollow CUP letter 2024.pdf

**CONDITIONAL USE FINDING OF FACTS** Completed On Monday, September 16, 2024 at 8:22 PM CDT by JenRALbrecht@gmail.com

[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:**

The comprehensive Plan and Zoning Ordinance restrict non-farm development to maximize incompatibility between agricultural uses and residential uses and push to conserve the expenditure of public funds for scattered development. Partial development has already taken place on this parcel and there is limited commercial agriculture in the immediate vicinity of this proposal. Location is believed to satisfy the density limitations.

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

Yes

**Comments:**

The applicants would like to build a single-family dwelling and additional workshop on the parcel. A CUP is required to construct a single-family dwelling in the agricultural district.

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

Yes

**Comments:**

A septic system will be designed and installed by a licensed septic professional per MPCA requirements.

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

Yes

**Comments:**

The applicant will meet all requirements of their erosion control plan to address any runoff concerns before and after construction.

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

Yes

**Comments:**

The applicants will comply with soil testing and requirements of results.

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

Yes

**Comments:**

The applicants will comply with all rules/regulations and will assure all known precautions are taken to mitigate pollution hazard risks.

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

Yes

**Comments:**

A driveway was constructed with the initial build on the property in 2008. Many utilities already exist on or near this site. For new utility installations necessary to support a dwelling, it will be the responsibility of the landowner to provide.

**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:**

A driveway was previously constructed with the initial shop building in 2008. The driveway and shop provide ample off-street parking and loading space.

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

Yes

**Comments:**

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

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

Yes

**Comments:**

The area is not widely inhabited and the site is partially developed. There are dwellings approximately a quarter mile before and after this site on the township road. Aside from that, the area is primarily recreational and agricultural and a dwelling should not affect the use of those properties.

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

Yes

**Comments:**

Predominant uses are recreation and agriculture. Topography adjacent to the township road limits the development that can take place in this valley. A dwelling addition on this existing site should not affect the surrounding properties.

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:**

Adequate measures will be taken throughout construction and after. The use will be a private dwelling and workshop for two adult residents.

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:**

This parcel and surrounding area has limited development. There are two other residential sites found along Hop Hollow Road in adjacent quarter miles. The proposal is consistent with those properties.

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:

This application is for a residential dwelling, no proposed commercial or industrial development is involved.

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:

A residential, non-farm dwelling, should not negatively affect the public's health, safety, morals, or general welfare.

**SITE PLAN INFORMATION** Completed On Monday, September 16, 2024 at 8:25 PM CDT by JenRALbrecht@gmail.com

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

Upload Site Plan

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.

Sketch Layer

Reference Layer

Mapproxy



Powered by Esri

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

**APPLICATION SUBMITTAL** Completed On Tuesday, September 17, 2024 at 3:24 PM CDT by JenRALbrecht@gmail.com

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:

9/17/2024

Check this box if Staff Signature on behalf of Applicant.

**Email APPLICATION SUBMITTAL** Completed On Tuesday, September 17, 2024 at 3:24 PM CDT by JenRALbrecht@gmail.com

RESEND EMAIL

**Delivered** on Tuesday, September 17, 2024 at 3:24 PM CDT

#### Options

Send to the applicant? Yes

Send to members of the following roles:

Zoning

County Board

#### Recipients

To:

holly.felten@co.houston.mn.us

amelia.meiners@co.houston.mn.us

robert.burns@co.houston.mn.us

eric.johnson@co.houston.mn.us

robert.schuldt@co.houston.mn.us

dewey.severson@co.houston.mn.us

jenralbrecht@gmail.com

**Subject: Parcel 060281001 Conditional Use Application Received**

The information provided in your Conditional Use application has been received by the County. An application fee of \$700.00 payable to the Houston County Treasurer and a recording fee of \$46.00 payable to the Houston County Recorder are necessary to complete your application and

Submitted by Applicant

are required before the application will be reviewed. Please send a separate check for each.

Houston County Planning and Zoning  
304 S. Marshall Street, Room 209  
Caledonia, MN 55921

Once payment is received your application will be reviewed and you will be contacted by staff.

Please call 507-725-5800 or email [martin.herrick@co.houston.mn.us](mailto:martin.herrick@co.houston.mn.us) with any questions or concerns.

Number: 2024-CUP-309705  
Workflow: Conditional Use Request  
Description: Jennifer Albrecht and Nicholas Bissen | 060281001 | Houston  
Created On: 9/10/2024

[View Application](#)

## External Notes

### Documents

## Internal Notes

### Documents



Matthew and Marcia Welch  
317 N. Gjere Avenue  
Caledonia, Minnesota 55921

September 19, 2024

To Whom It May Concern:

Matthew and Marcia Welch, the current owners of 5731 Hop Hollow Road in Houston, Minnesota permit Jennifer Albrecht and Nicholas Bissen to seek a conditional use permit for this property. Both parties have negotiated and committed to an enforceable purchase agreement. Thank you.

Sincerely,



Matthew Welch

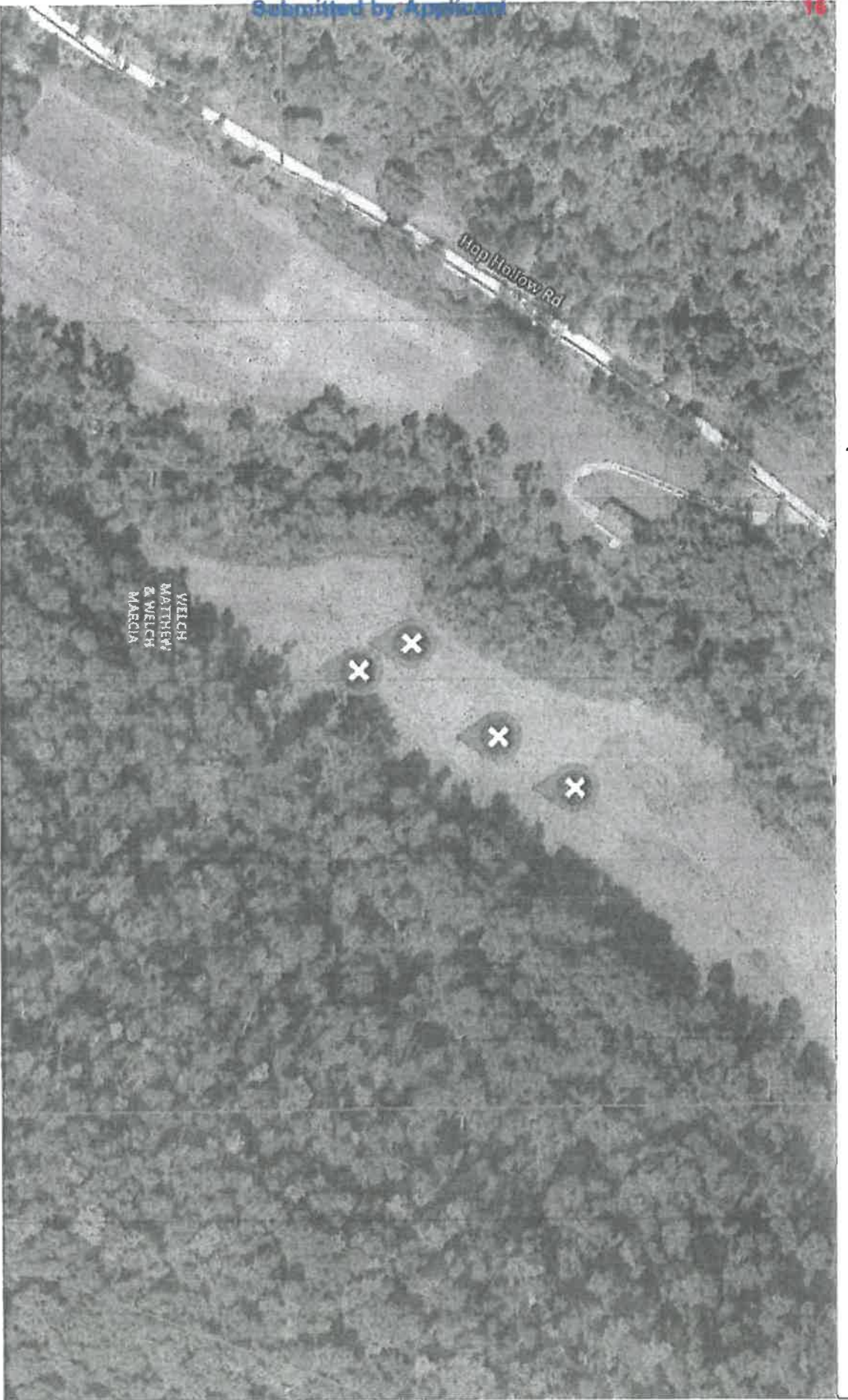
Date 9-19-24



Marcia Welch

Date

PAGE # 060281001 HOF HOLLOW RD HOUSTON, TX

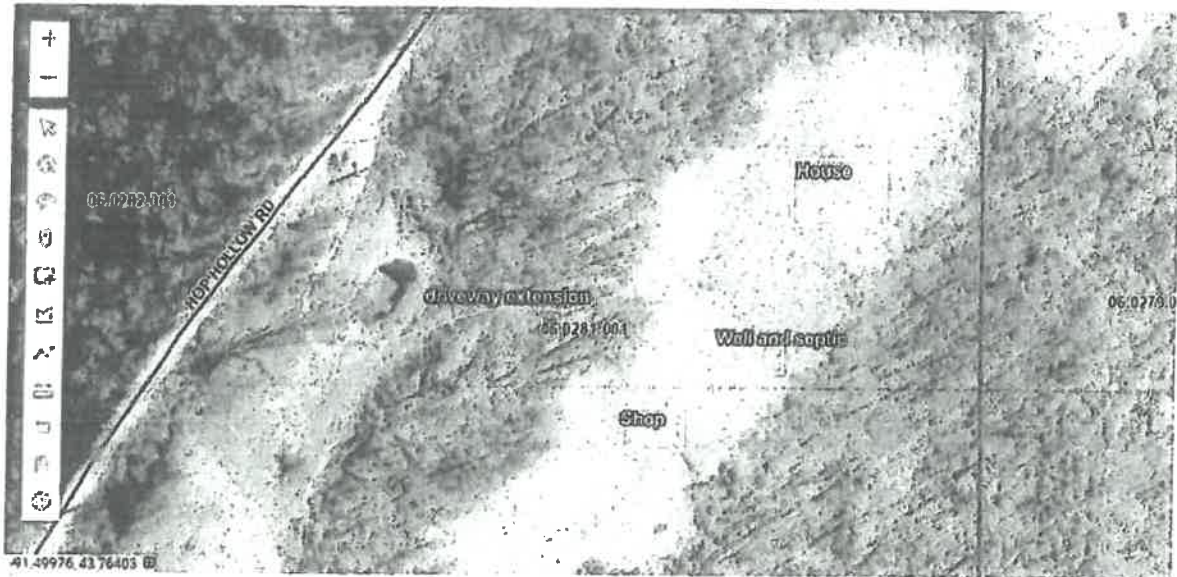


PRELIMINARY BOULDER VARIETY FROM 12" TO 36" TO LIMBING LAYERS  
AREA ENCOMPASSING > 0.5 ACRES WITH ITS LARGE ENOUGH FOR  
(2) TYPE I SITES. CHANGE NELSON - C. NELSON SEPTIC #3447

*Handwritten signature*

Chance,

Here's what they included in their CUP application for the Hop Hollow site. Next week I'm open Monday and Tuesday afternoons, and all day Wednesday and Friday at this point.



**Amelia Melners**  
*Interim Environmental Services Director*  
Houston County Environmental Services  
304 S. Marshall St., Room 209  
Caledonia, MN 55921  
(507) 725-5800 (office)  
(507) 500-1808 (cell)

# Houston County Agenda Request Form

Date Submitted: 10/31/2024

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:**

Consider adding 1 FTE RN/PHN, and 1 FTE Community Health Worker (CHW) to the Public Health Division to meet new County responsibilities related to Foundational Public Health Responsibility (FPHR), Response Sustainability Grant (RSG), and Cannabis Education state funding increases. Due to this new funding PH/HS project no additional 2025 Levy cost.

**Attachments/Documentation for the Board's Review:**

**Justification:**

**Action Requested:**

Review and approve as requested

For County Use Only			
<b><u>Reviewed by:</u></b>	<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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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.

# Commissioner's Warrants 2024/11/05

Lynn Colsch

Thu 10/31/2024 11:50 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

Cc: Carol Lapham <Carol.Lapham@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

## REQUEST APPROVAL FOR PAYMENT

### 2024/11/05 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
CALEDONIA OIL CO INC	4,680.00
COMPUTER FORENSIC SERVICES LLC	48,301.41
CONSOLIDATED ENERGY COMPANY	2,770.00
DELTA DENTAL	6,556.84
ELECTION SYSTEMS & SOFTWARE INC	6,788.67
FOWLER & HAMMER	7,850.00
FRONTIER PRECISION INC	7,820.90
HOUSTON COUNTY TREASURER	17,258.08
INSIGHT PUBLIC SECTOR	13,253.33
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	26,550.00
LIBERTY TIRE RECYCLING LLC	3,443.80
MEDICA	188,304.64
MN LIFE INSURANCE COMPANY	2,507.74
NEWMAN SIGNS INC	19,764.54
OVERHEAD DOOR COMPANY	2,118.56
SOUTHEAST MN PUBLIC INTEREST	3,000.00
STONEBROOKE ENGINEERING INC	2,339.15
VERIZON WIRELESS	3,403.37
WINONA CONTROLS INC	2,883.74
	<hr/> 369,594.77
40 VENDORS PAID LESS THAN \$2000.00	18,489.70
	<hr/> 388,084.47
PUBLIC HEALTH & HUMAN SERVICES	33,515.43
	<hr/> <hr/> 421,599.90

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825

Auditor Warrants 2024/10/23

Lynn Colsch

Thu 10/31/2024 1:02 PM

To:Houston County BOC <BOC@co.houston.mn.us>;

REVIEW LICENSE CENTER PAYMENTS

2024/10/23 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	9,943.56
ISD 300 TREASURER	800,191.00
TREASURER SCHOOL DISTRICT 239	11,536.13
TREASURER SCHOOL DISTRICT 294	206,777.21
TREASURER SCHOOL DISTRICT 297	168,086.97
TREASURER SCHOOL DISTRICT 299	317,435.15
	1,513,970.02
1 VENDOR PAID LESS THAN \$2000	843.99
	1,514,814.01

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921  
  
Phone 507-725-5825

Auditor Warrants 2024/10/29

Lynn Colsch

Thu 10/31/2024 1:02 PM

To:Houston County BOC <BOC@co.houston.mn.us>;

REVIEW LICENSE CENTER PAYMENTS

2024/10/29 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	79,961.14
ISD 300 TREASURER	893,086.70
TREASURER SCHOOL DISTRICT 239	11,961.74
TREASURER SCHOOL DISTRICT 294	241,135.33
TREASURER SCHOOL DISTRICT 297	191,735.09
TREASURER SCHOOL DISTRICT 299	354,833.31
	1,772,713.31
1 VENDOR PAID LESS THAN \$2000	920.84
	1,773,634.15

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825