

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 4, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Human Resources Officer Brent Parker, and Public Health and Human Services Director John Pugleasa

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion carried unanimously to approve the meeting minutes from February 25, 2025.

Public Comment:

None.

APPOINTMENTS

At 9:09 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Interim Auditor/Treasurer Heberlein, Human Resources Officer Parker, and Interim Administrator Lapham attended the closed session. At 9:41 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to go back into regular session. Lapham said they had discussed labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. She said no action would be taken on the matter that day.

CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve the consent agenda. Items are below.

- 1) Approve guardianship contracts with Patricia Goetzinger-Krall and Bonnie Gregerson.
- 2) Approve contract with Catholic Charities Diocese of Winona-Rochester for guardianship and conservatorship and related services.
- 3) Approve contract with Serenity Services for guardianship and conservatorship and related legal services.
- 4) Hire Melissa Burrow as a 1.0 FTE Deputy Auditor/Treasurer (B22, step 1), effective March 5, 2025, conditioned upon successful completion of a background check.
- 5) Hire Michelle Burt as a 1.0 FTE Environmental Services Tech Clerk (B21, step 1), effective March 17, 2025, conditioned upon successful completion of a background check.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve the Assignment and Assumption of the Ground Lease for Airport Lease: Lot 10, which was sold by Andrew Milde to Norman Snodgrass. The expiration of lease for Lot 10 to Norman Snodgrass would be 7/1/2026

File No. 2 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/02/21 AUDITOR WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
OLMSTED SWCD	13,124.75
SE SWCD TECHNICAL SUPPORT JPB	5,540.74
WABASHA COUNTY SWCD	20,383.76
	<u>39,049.25</u>
10 VENDORS PAID LESS THAN \$2000.00	3,567.01
	<u>42,616.26</u>

2025/03/04 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
AVENU INSIGHTS & ANALYTICS LLC	7,279.95
BOND TRUST SERVICES CORPORATION	199,663.75
CALEDONIA OIL CO INC	4,205.50
DAKOTA FLUID POWER INC	12,626.80
DELTA DENTAL	6,682.02
DODGE OF BURNSVILLE	50,295.00
INTERSTATE BILLING SERVICES	4,607.28
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,170.00
MEDICA	248,104.92
MN LIFE INSURANCE COMPANY	2,511.27
VERIZON WIRELESS	3,403.37
WATSON	4,748.00
WIEBKE TIRE CO	5,990.00
WINONA CONTROL INC	3,522.10
WS TRUCKING & CONSTRUCTION LLC	4,387.50
	<u>586,197.46</u>
23 VENDORS PAID LESS THAN \$2000.00	<u>11,990.48</u>
	<u>598,187.94</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>13,113.89</u>
	<u>611,301.83</u>

File No. 3 – No action was taken.

DISCUSSION ITEMS

Interim Administrator Lapham said the new Human Resources Officer, Brent Parker had started with the County the day prior. The two of them would be sharing some updates with the County board at the next workgroup session.

The Commissioners discussed recent and upcoming meetings including a training for BOA and Planning Commission members, legislative update, and Planning Commission meeting.

Commissioner Schuldt said spring road bans were on.

Closing Public Comment:

None.

There being no further business at 9:46 a.m., a motion was made by Commissioner Wright, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on March 11, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 11, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Cindy Wright, Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, and Human Resource Officer Brent Parker

Board Workgroup Session

Environmental Services Director Amelia Meiners gave a solar moratorium update to the Commissioners. Commissioner Schuldt asked about the timeline of the moratorium and if the County's research would be finished by the end of the moratorium. Meiners said yes and that she would have another update the following month.

Meiners said the County would be collecting light bulbs, paint, and pesticides on April 26th at the recycling center in Houston. She asked the Commissioners to let her know if they were available to help on that day.

Engineer Brian Pogodzinski said the 2025 USA Cycling Gravel National Championships were scheduled to take place in Houston County the third weekend in September 2025. La Crescent was the host for 2025 and 2026. Meetings were beginning to take place to discuss logistics, safety, and related items.

Pogodzinski said the County would be able to be loaned entitlement funding from another airport at 0% interest for the upcoming airport project. Houston County would then pay back the loan with the entitlement funding they would be receiving.

Interim Administrator Carol Lapham and Human Resource Officer Brent Parker discussed with the board the County Recorder office and position. Lapham said they would be bringing a proposal to the Commissioners the following week to appoint an interim recorder for the remainder of the term. The Commissioners could consider making the position appointed instead of elected beyond the term.

The workgroup session ended at 10:16 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
March 18, 2025**

Date Submitted: March 13, 2025

By: Brent Parker, HR Officer

ACTION

- **Consider appointing Dean Happel to the Board of Adjustment for a 3-year term beginning in 2025 and ending December 31, 2027**

APPOINTMENT REQUEST

- **Labor Negotiations – Closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.**

CONSENT AGENDA REQUEST

None

CC:

<input type="checkbox"/>	Auditor/Treasurer	<input type="checkbox"/>	Sheriff
<input checked="" type="checkbox"/>	Admin/Finance Director	<input type="checkbox"/>	Engineer
<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS
<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(Indicate
<input type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	other dept) _____

**HOUSTON COUNTY
AGENDA REQUEST
March 18, 2025**

Date Submitted: March 13, 2025

By: Carol Lapham Administrator-Interim

CONSENT AGENDA:

Request approval of the Vanguard Computer Systems Consolidated Extended Service Contract for 2025 – 2030. Vanguard has been providing the CAMA programming/support services to Houston County since 2012.

CC:	<input type="checkbox"/>	Auditor/Treasurer	<input type="checkbox"/>	Sheriff
	<input type="checkbox"/>	Admin/Finance Director	<input checked="" type="checkbox"/>	Human Resources
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate
	<input checked="" type="checkbox"/>	County Assessor	<input type="checkbox"/>	other dept) _____

VANGUARD COMPUTER SYSTEMS
CONSOLIDATED EXTENDED SERVICE CONTRACT
CONSOL210

This Consolidated Extended Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Houston County, MN Assessor ("Client.")

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems® software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **Term**
This contract is for a five-year period commencing 2/28/2025. Any unexpired service contract for licensed materials listed on Schedule A shall be voided by this agreement and prorated to this contract date, all of which as set forth in Schedule A attached hereto, for convenience of budgeting and payments. Vanguard reserves the right to collect the total amount of service fees should the client choose to terminate the service contract before the total service fees are paid in full. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Enhancements, Update and Version Control**
As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Clients will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. However, this service contract does not include future programs such as, but not limited to, professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. Upon receipt of the newest versions of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
3. **Consultation**
All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
4. **Additional Services**
Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate (call for current rate). All staff travel time will be charged at the per diem rate. Minimum charge of one day per instance. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **Additional Installations**
If additional copies of the program were installed on additional computers in the Client's office, the terms of this agreement shall apply to additional installations in the same manner as the original installation.

Vanguard Appraisals, Inc.

6. Limited Warranty.

Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.

7. Service Contract Fees.

The standard service contract fees for the term are set forth in, and shall be paid as provided in Exhibit A attached. All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

8. Miscellaneous.

This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

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Vanguard Appraisals, Inc.

EXTENDED SERVICE CONTRACT
Signature Page

VANGUARD APPRAISALS, INC.

MN0048 - Houston County

By: _____ By: _____

Brad M. Miller, Senior Vice President/CIO

Official Title: _____

Dated: September 18, 2024

Date: _____

Houston County (*County Commissioner Signature Required*)

By: _____ Official Title: _____

Dated: _____

SCHEDULE "A"
Consolidated Service (5-year)
MN0048 Houston County
CONSOL210

LICENSED MATERIALS:	FEE:
1. Agricultural Building Pricing Software License No. – AGB196	\$ 5,000.00
2. Component Pricing Software License No. – COMP130	\$ 5,000.00
3. PC Import Software License No. – MFTRX169	\$ 4,750.00
4. Network Upgrade (include. 1 workstation) License No. – NET0207 Additional Workstations (6 x \$ 275 each)	\$ 8,625.00 \$ 8,250.00
5. Precomputed Pricing Software License No. – PCOM218	\$ 6,250.00
6. PhotoVision Software License No. – PIC0233	\$ 6,000.00
7. ProVersion Upgrade License No. – PRO0207	\$ 4,625.00
8. Residential Pricing Software License No. – RES3232	\$ 8,000.00
9. Remote Edit Software License No. – RNET195 (Master) License No. – RREM424 (Remote) License No. – RREM425 License No. – RREM426 License No. – RREM427	\$ 5,250.00 (included) \$ 1,375.00 \$ 1,375.00 \$ 1,375.00
10. Sketch Software License No. – SK0241	\$ 5,000.00
	=====
Total	\$ 70,875.00

Due 2/2025 \$14,175.00
Due 2/2026 \$14,175.00
Due 2/2027 \$14,175.00
Due 2/2028 \$14,175.00
Due 2/2029 \$14,175.00

Houston County Agenda Request Form

Date Submitted: 3/13/2025

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 - John Miller

Attachments/Documentation for the Board's Review:

Electronic copy for review, hard copy for signature

Justification:

Action Requested:

Approve and sign contract as presented

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

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

PURCHASE OF SERVICE AGREEMENT

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 John Miller, 3771 Poplar Grove Drive, Brownsville, MN 55919, hereafter referred to as the "Provider".

WITNESSETH

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

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

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

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

1. Term

The term of this Agreement shall be from January 1, 2025 through December 31, 2026. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

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

BRASS CODE

59500

69500

61600

51600

64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)

Guardianship/Conservatorship (Adult)

Transportation/Mileage (Adult)

Transportation/Mileage (DD)

Money Management

3. 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.
4. Cost and Delivery of Purchased Services:
See Attachment A for details.
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.
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 3771 Poplar Grove Drive, Brownsville, MN 55919.
 - 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.

JOHN MILLER

BY: John M. Miller

DATED: 2-27-25

John Miller

Approved as to Form and Execution:

BY: _____

DATED: _____

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

DATED: 1/27/2025

John Puleasa, Director
Houston County Human Services

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:

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

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 billed monthly.
- 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.
- 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

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: 13-Mar-25

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval/Denial of the following: 1) Chris & Wendy Horn - Zoning Amendment from Ag to Residential In La Crescent Township. 2) G-Cubed - Text Amendment to Zoning Ordinance
(PC meeting was on 2-27-2025.)

Justification:

Action Requested:

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

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

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

**HOUSTON COUNTY
PLANNING COMMISSION
Thursday, February 27, 2025**

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

PLANNING COMMISSION

Approve Minutes for October 24, 2024.

Approve Minutes for January 23, 2025.

Welcome Chase Munson and Franklin Hahn to the Planning Commission.

Elect Chair and Vice Chair for 2025.

Elect a PC member to sit on the BOA (to replace Jim Wieser per HCZO Section 12 - 12.2).

ZONING AMENDMENT HEARINGS:

- 5:00 pm ***Chris & Wendy Horn – La Crescent Township***
Rezone an area from agricultural protection district to residential (Section 8.2 Subd. 2).
- 5:20 pm ***G-Cubed – Houston County Zoning Ordinance Text Amendments***
Request to modify the following Ordinance sections:
- SECTION 27.3 – Mineral Extraction Definitions
Add definitions of construction minerals and industrial minerals.
- SECTION 27.8 – Operational Performance Standards
Change mine density standard language from “sand” mine to “industrial” mineral mine (27.8 Subd. 1(5)).

CONDITIONAL USE HEARING:

- 5:40pm ***Chris Priebe, G-Cubed, on behalf of G & K Development L.C. - Withdrawn***
Expand a quarry operating under Conditional Use Permit #468B for mineral extraction in the agricultural protection district (Section 27 – 27.6)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Chris and Wendy Horn, 1367 County 25, La Crescent, MN 55947, to rezone (Section 8.2, subd. 2) an area from the Agricultural Protection District to the Residential District in La Crescent Township on the following premises, to-wit:

PT SW1/4 LY S&W of Pine Creek, Section 9, Township 104, Range 4, Houston County, Minnesota. (Parcel 08.0125.002 & 08.0125.004)

Said applicants standing and making application are as fee owner of said described lands.

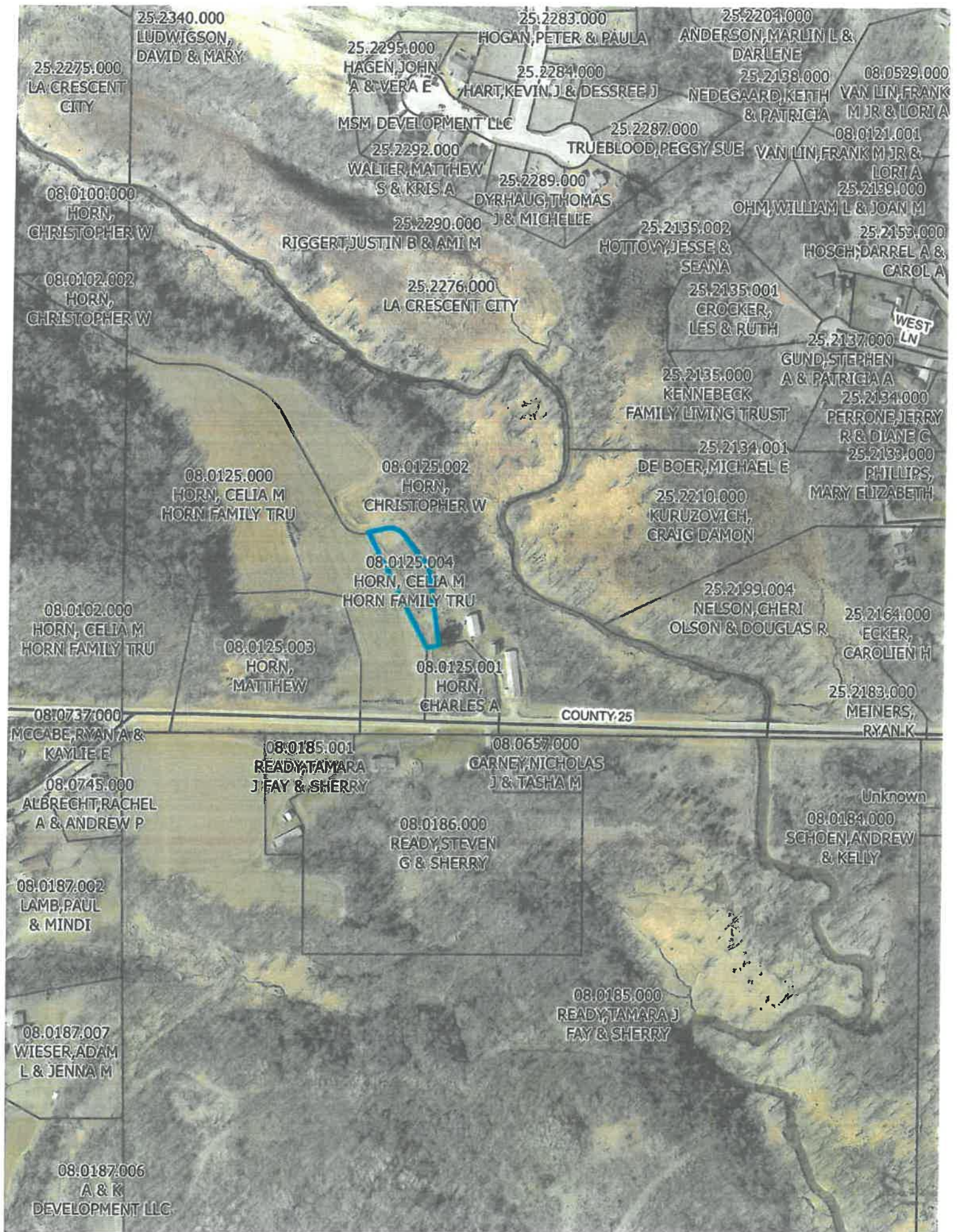
A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:00 p.m. on Thursday, February 27, 2025.

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, and must be received by Tuesday, February 18, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: February 12, 2025



HOUSTON COUNTY PLANNING COMMISSION

Chris and Wendy Horn – La Crescent Township

Section 8.6 of the Houston County Zoning Ordinance requires that the Board make findings in support of a decision but does not prescribe specific criteria. The following findings are proposed by staff for your consideration. As each application is unique, the standards cited below have been interpreted to find reasonable connections.

1. Goal 1.3 of the Goals and Policies section in the Comprehensive Land Use Plan (CLUP) encourages location of urban development near the major cities where services can easily be provided and extended. There is a subdivision west of the property and the city limit boundary is the east property line.
2. Policy 1 under Agriculture Goals and Policies calls for protection of prime agricultural land by limiting development in agricultural areas. This rezone area has been transitioned out of row crop production over the last ten years and allowing this rezone will keep development closer to existing development and the public road which will minimize impact on the land.
3. The applicants have over 19 acres of land at this location but have chosen to only rezone a couple acres in an effort to restrict future development. If additional lots are desired, another rezone will need to be completed along with a plat approved under Section 36 of the Ordinance.
4. Goal 2.12 of the Comprehensive Land Use Plan provides for planning of orderly development to minimize pollution and conflicts with agriculture uses. Further the urban expansion area policies call for careful regulation of urban expansion in the areas around incorporated cities to minimize scattered development. The tillable area in this location is limited in size due to proximity to bluffs and water features so there will only be limited agricultural uses in this location anyway.
5. Policy 1 of Goal 3.2 of the CLUP discourages development in areas where on-site sewer systems are likely to malfunction due to poor soil characteristics. The applicant has talked with a septic designer who feels confident that septic system requirements can be met.
6. The parcels meet buildable lot and lot area standards identified in the Houston County Zoning Ordinance.

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

Josh Gran made a motion to recommend the Houston County Board amend the zoning map for PID 08.0125.004 and the area noted as Parcel 2 on PID 08.0125.002 from agricultural protection to residential, contingent upon the condition that the rezoned area shall only contain one buildable lot unless a plat is approved under Section 36 of the Houston County Zoning Ordinance.

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

The application, with the condition, will be presented to the Houston County Board of Commissioners for final action.



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 2/18/2025

Application Date: 2/3/2025
Hearing Date: 2/27/2025
Petitioner: Chris & Wendy Horn
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: TBD County 25
Township: La Crescent
Parcel Number: 08.0125.002 & 08.0125.004
Submitted Materials: Zoning Amendment Materials

OVERVIEW

REQUEST

The applicants request to amend the zoning map to change parcel 08.0125.004 and a small portion of 08.0125.002 from the Agricultural Protection District to Residential.

SUMMARY OF NOTEWORTHY TOPICS

This site is located immediately west of the City of La Crescent off County 25. The property is currently zoned agricultural and the applicants are requesting the rezone to allow them to build a dwelling in this quarter-quarter since there are dwellings on both PID 08.0125.003 and 08.0125.001 already. PID 08.0125.002 is currently a 19-acre parcel, but the landowners did not wish to rezone the whole parcel so had a surveyor identify specific area (shown as Parcel 1 and 2 in Fig. 2) which will limit the actual rezone to just over 2-acres. Reference to “property” within this document is the cumulative area as a whole while rezone is strictly the areas marked as Parcels 1 and 2 in Fig. 2.

Figure 1. Property is outlined in yellow.



Relevant sections of the Houston County Zoning Ordinance are below:

Buildable Lot. A lot of record, or other lot, tract, or parcel legally recorded with the County Recorder that meets the requirements of this Ordinance. Buildings or structures shall not be permitted on land which has a slope of twenty-four (24) percent or greater. The buildable lot shall have the minimum lot area required for the district in which it is located, and which not more than ten (10) percent of the required lot area is collectively comprised of:

- Area of a slope of twenty-four (24) percent or greater.
- A shoreland impact zone as defined by this Ordinance.
- Protected waters as defined in this Ordinance.
- Wetlands as classified in the U.S. Fish and Wildlife Service. Circular No. 39.

All access roads that service a new building site or dwelling shall be constructed with a final slope of less than 12%. All finished driveways shall be constructed in conformity with Section 29.19.

SECTION 15 – RESIDENTIAL DISTRICT

15.9 LOT AREA STANDARDS

Subdivision 1. Minimum Lot Area. All new dwellings shall be located on a Buildable Lot as defined in this Ordinance and have a minimum lot area as set forth below:

- (1) *Lots with Individual Sewage Treatment Systems and Water Wells.* Dwelling units with individual sewage treatment systems and water wells shall have a minimum lot area of forty-three thousand five hundred sixty (43,560) square feet. Individual sewage treatment systems and water wells must conform to the standards in this Ordinance.

15.10 LOT WIDTH AND DEPTH STANDARDS

Subdivision 1. Minimum Lot Width and Depth Standards. Every lot or plat of land on which a single family dwelling is constructed shall have the minimum standards as set forth below:

- (1) *Lots with Individual Sewage Treatment Systems and Water Wells.* Lots with individual sewage treatment systems and water wells shall have a lot width of not less than one hundred (100) feet and lot depth of not less than one hundred fifty (150) feet.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

La Crescent Township and the City of La Crescent were notified along with the ten nearest property owners. No comments were received.

SITE CHARACTERISTICS

This property is located off County 25 just outside of La Crescent. The east boundary of the property is the center of Pine Creek and most of the rezone area will fall within the shoreland overlay district. This is likely a shoreland bluff and will require a setback from the top of the bluff. The area of the rezone does not contain any wetland or floodplain, but all of the low ground adjacent to Pine Creek (eastern portion of the property) is mapped floodplain and wetland. Slopes will meet the building and driveway standard and the rezone area meets the buildable lot requirements. Note that no building site has been formally reviewed.

The Briarwood Estates Subdivision (residentially zoned) is approximately 900 feet to the west and land east of Pine Creek is within the city limits of La Crescent. Soils are 1862, a silty clay, considered a prime ag soil if drained, but over the last ten years this land has transitioned out of row crop production and there is no required soil restriction.

production over the last ten years and allowing this rezone will keep development closer to existing development and the public road which will minimize impact on the land.

3. The applicants have over 19 acres of land at this location but have chosen to only rezone a couple acres in an effort to restrict future development. If additional lots are desired, another rezone will need to be completed along with a plat approved under Section 36 of the Ordinance.
4. Goal 2.12 of the Comprehensive Land Use Plan provides for planning of orderly development to minimize pollution and conflicts with agriculture uses. Further the urban expansion area policies call for careful regulation of urban expansion in the areas around incorporated cities to minimize scattered development. The tillable area in this location is limited in size due to proximity to bluffs and water features so there will only be limited agricultural uses in this location anyway.
5. Policy 1 of Goal 3.2 of the CLUP discourages development in areas where on-site sewer systems are likely to malfunction due to poor soil characteristics. The applicant has talked with a septic designer who feels confident that septic system requirements can be met.
6. The parcels meet buildable lot and lot area standards identified in the Houston County Zoning Ordinance.

RECOMMENDATION

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

1. The rezoned area shall only contain one buildable lot unless a plat is approved under Section 36 of the Houston County Zoning Ordinance.

Proposed motion: Motion to recommend amending the zoning map for PID 08.0125.004 and the area noted as Parcel 2 on PID 08.0125.002 from agricultural protection to residential, contingent upon the one condition above.

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9,
TOWNSHIP 104 NORTH, RANGE 4 WEST, LA CRESCENT
TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

LEGEND

- I.P.
Iron pipe (inside diameter

Andy K. Luttrell

Date: October 29 2024

Date: October 29 2024

LINE TABLE	
L1	N01°05'18"E (R.M. 92.08') 92.17'
L2	N09°13'37"W (R.M. 90.86') 90.86'
L3	N43°51'16"W (R.M. 121.62') 121.80'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	85°30'00"	82.888'
C2	65.00'	73°00'00"	92.822'

NOTES

1) The purpose of this survey is to add the property described in Parcel 1 to the property described in existing Deed Document No. 278218 adjacent to and easterly of said Parcel 1 and to also rezone Parcels 1 and 2 to residential zoning.

SURVEYED AREA:

Parcel 1:
Total 0.00 Acres

Parcel 2:
Total 1.66 Acres
Road Right-of-Way 1.45 Acres
Leas Road Right-of-Way: 0.21 Acres

LEGAL DESCRIPTION OF PARCEL 1:

That part of the Southwest Quarter of the Southwest Quarter of Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter, thence South 89°53'53" East along the south line of said Southwest Quarter of the Southwest Quarter 1991.53 feet to the southwest corner of that certain parcel of land described in Deed Document No. 2792.16 filed for record on October 30, 2014 at the Houston County Recorder's Office, also being the southerly extension of the easterly line of that certain parcel of land described in Deed Document No. 201010 filed for record on June 25, 1999 at said Recorder's Office;

thence along the westerly line of that certain parcel of land described in said Deed Document No. 278216 to the west 4 corners;

- 1) North 01°05'18" East 92.17 feet
- 2) North 09°13'37" West 90.96 feet
- 3) North 43°51'16" West 121.90 feet
- 4) South 78°07'19" West 80.78 feet to the point of beginning;

thence continuing along said westerly line for the next 4 corners;

- 1) North 08°05'48" West 219.83 feet
- 2) North 31°36'48" West 120.98 feet
- 3) Northwest 82.88 feet along the arc of a 55.00 foot radius tangential curve, concave Northwest, the chord of which bears North 69°21'46" West and measures 59.51 feet
- 4) South 77°53'14" West 32.30 feet
- 5) East 374.29 feet to the northwesterly corner of that certain parcel of land described as 7351, Subdivision No. 2011010;
- 6) thence North 79°07'19" East along the northwesterly line of said parcel 37.52 feet to the point of beginning.

Subject to any easements and restrictions of record.

LEGAL DESCRIPTION OF PARCEL 2:

That part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 104 North, Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Southwest Quarter, Thence South 89°53'53" East along the south line of said Southeast Quarter of the Southwest Quarter 1901.53 feet to the southwest corner of that certain parcel of land described in Deed Document No. 279218 filed for record on October 30, 2014 at the Houston County Recorder's Office, also being the southerly extension of the easterly line of that certain parcel of land described in Deed Document No. 201010 filed for record on June 25, 1989 at said Recorder's Office and the point of beginning;

thence along the westerly line of that certain parcel of land described in said Deed Document No. 232126 for the next 7 calls:

- 1) North 82°17'56" East 82.17 feet
- 2) North 89°13'37" East 89.13 feet
- 3) North 42°51'16" West 121.90 feet
- 4) South 79°07'19" West 80.78 feet
- 5) North 08°06'46" West 219.83 feet
- 6) North 38°35'46" West 120.38 feet
- 7) Northwestly 62.88 feet along the arc of a 55.00 foot radius tangential curve, concave towards the chord of which bears North 89°21'48" West and measures 59.51 feet;

thence North 72°03'36" East 57.50 feet;

thence North 12°03'36" East 35.62 feet;

thence South 12°38'13" East 33.22 feet;

thence South 81°05'18" West 80.45 feet to the south line of said Southwest Quarter of the Southwest Quarter;

thence North 89°53'53" West along said south line 100.01 feet to the point of beginning.

Subject to the right-of-way of Houston County State Aid Highway 25 along the southern side thereof and any other easements and restrictions of record.

NOT A TYPICAL

AFRIM PHOTO LIMITED AV-

The aerial photo underlay, if shown, is an orthorectified photo taken in the month of April of 2023. Said photo is for visual aid and illustration purposes only and no guarantee is made to its precision and/or accuracy.

BASIS OF BEARINGS:

The south line of the SW 1/4 of Section 9 is assumed to have a bearing of South 89°53'33" East. Based on the Minnesota County Coordinate System, Houston County Zone, NAD 83 (1996 Adj.), said south line has a bearing of South 89°46'42" East.

**TRI-STATE
SURVEYING, LLC**
21240 STATE 26
CALEDONIA, MN 55921
(507) 542-4673

SURVEY PREPARED FOR:
CHRIS HORN
1367 COUNTY 25
LA CRESCENT, MN 55947

DATE:	FIELD BOOK NO.	PROJECT NO.	SHEET
-------	----------------	-------------	-------

Submitted by Applicant

RE: Check In

From: "Amelia Meiners" <amelia.meiners@co.houston.tx.us>

12/02/24 14:15

To: "tom@acogroup.cc" <tom@acogroup.cc>

Tags:

Hi Wendy,

Your next step is to file a request to amend the zoning district. Once that is complete you can submit building and septic permit applications.

There is no formal application for zoning amendments, but below are the ordinance requirements. You can use Beacon to generate the list of neighbors for you and the Land Use Plan is available on our website for reference. Once complete you can submit to our office. There is a \$700 fee for the public hearing and a \$46 recording fee. Hearings are scheduled for the 4th Thursday of the month and the deadline is generally 5 weeks prior.

Did you have anyone evaluate the site for septic?

8.2 REQUIRED INFORMATION AND EXHIBITS

Subdivision 2. Applications to Change District Boundaries or Land Use.

- (1) The names and addresses of the petitioners, and their signatures to the petition. *Christa Wendy Horn
1361 County 25 La Crescent*
- (2) A specific description of the area proposed to be rezoned or amended and the names and addresses of all owners of property lying within one quarter (1/4) mile of such area, and a description of the property owned by each.
- (3) The present district classification of the area and the proposed district classification. *Protected by to residential.*
- (4) Proposed use of the land (a statement of the type, extent, area, etc.). *House - single family dwelling*
- (5) Compatibility with the Land Use Plan of Houston County a statement of conditions warranting the change in zoning district or uses. *Yes - adjacent to city limits*
- (6) A legal description of the property to be rezoned or amended, on file.
- (7) Map, plot plan, or survey plot of property to be rezoned or amended showing on file, attached location, dimensions, zoning of adjacent properties within five hundred (500) feet in incorporated areas, and one-half (1/2) mile in unincorporated areas drawn to scale.

*Wendy Horn
Christa*

Submitted by Applicant

Let me know if you have any other questions.

Amelia Meiners

Environmental Services Director

Houston County Environmental Services

304 S. Marshall St., Room 209

Caledonia, MN 55921

(507) 725-5800 (office)

(507) 500-1909 (cell)

From: horn@acegroup.cc <horn@acegroup.cc>
Sent: Wednesday, November 27, 2024 12:52 PM
To: Amelia Meiners <amelia.meiners@co.houston.mn.us>
Subject: Check In

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

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

Hello Amelia,

Wondering what our next steps are for moving forward with potentially building a house. Hopefully you received the surveyors report. Let me know what we can do to keep moving along.

Thank you,

Wendy Horn

Submitted by Applicant

#2

ALBRECHT,RACHEL A & ANDREW P
2015 ORCHARD RUN
LA CRESCENT, MN 55947

CARNEY,NICHOLAS J & TASHA M
1785 COUNTY 25
LA CRESCNET, MN 55947

CROCKER,LES & RUTH
1635 WEST LN
LA CRESCENT, MN 55947

DE BOER,MICHAËL E, & LO ANN S STIN
1603 WEST LN
LA CRESCENT, MN 55947

DYRHAUG,THOMAS J & MICHELLE
436 BACKSTRETCH CT
LA CROSSE, MN 55947

ECKER,CAROLIEN H, KYLE E JASON
100 KINDER RD
LA CRESCENT, MN 55947

FEE,JOSEPH P & KRISTIN H
440 BACKSTRETCH CT
LA CRESCENT, MN 55947

HAGEN,JOHN A & VERA E
412 BACKSTRETCH CT
LA CRESCENT, MN 55947

HAMMER,G KNUTE & JUDITH A
2084 ORCHARD RUN
LA CRESCENT, MN 55947

HART,KEVIN J & DESSREE J
749 TRIFECTA AVE
LA CRESCENT, MN 55947

HORN, CELIA M HORN FAMILY TRU
1900 COUNTY 25
LA CRESCENT, MN 55947

HORN,CHARLES A
1810 COUNTY 25
LA CRESCENT, MN 55947

HORN,CHRISTOPHER & WENDY
1367 COUNTY 25
LA CRESCENT, MN 55947

HORN,CHRISTOPHER W
1387 COUNTY 25
LA CRESCENT, MN 55947

HORN,MATTHEW
1900 COUNTY 25
LA CRESCENT, MN 55947

HOTTOVY,JESSE & SEANA
1820 WEST LN
LA CRESCENT, MN 55947

JORSTAD,KIMBERLY
1246 AMALFI COMMON
LIVERMORE, CA 94551

KENNEBECK FAMILY LIVING TRUST, NE
1623 WEST LN
LA CRESCENT, MN 55947

KURUZOVICH,CRAIG DAMON
104 KINDER RD
LA CRESCENT, MN 55947

LA CRESCENT CITY
315 MAIN ST
LA CRESCENT, MN 55947

LAMB,PAUL & MINDI
53 BRIARWOOD LN
LA CRESCENT, MN 55947

MCCABE,RYAN A & KAYLIE E
2020 ORCHARD RUN
LA CRESCENT, MN 55947

NELSON,CHERI OLSON & DOUGLAS R,
102 KINDER RD
LA CRESCENT, MN 55947

OLSON,BARBARA J
404 BACKSTRETCH CT
LA CRESCENT, MN 55947

PANTEN,KAREN & JAY CLARK
416 BACKSTRETCH COURT
LA CRESCENT, MN 55947

PERRONE,JERRY R & DIANE C
1587 WEST LN
LA CRESCENT, MN 55947

RAND,DAVID, KIMBERLY JORSTAD
9513 MOUNTAINEER AVE
LAS VEGAS, NV 89134

READY,STEVEN G & SHERRY
1825 COUNTY 25
LA CRESCENT, MN 55947

READY,TAMARA J FAY & SHERRY, C/O T
10207 WENTWORTH AVE S
BLOOMINGTON, MN 55420

RIGGERT,JUSTIN B & AMI M
428 BACKSTRETCH CT
LA CRESCENT, MN 55947

Submitted by Applicant

RITTER, JOHN K
420 BACKSTRETCH CT
LA CRESCENT, MN 55947

TRUEBLOOD, PEGGY SUE
444 BACKSTRETCH COURT
LA CRESCENT, MN 55947

WALTER, MATTHEW S & KRIS A
424 BACKSTRETCH CT
LA CRESCENT, MN 55947

WATERS, SCOTT & JULIE
20945 JUNE CT
LAKEVILLE, MN 55044

WIESER, ADAM L & JENNA M
221 BRIARWOOD LN
LA CRESCENT, MN 55947

CERTIFICATE OF SURVEY

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9,
TOWNSHIP 104 NORTH, RANGE 4 WEST, LA CRESCENT
TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

- Found a 1/2" I.P. with cap No. 10942
59723'W 0.95' of the dimensioned
original 1" I.P. at the corner.
- Found a 1/2" I.P. with cap No. 10942
59701'W 0.91' of the dimensioned
original 1" I.P. at the corner.
- Found a bent over 1/2" I.P. with cap
No. 10942, West 1/2' of the
dimensioned original 1" I.P. at the corner.

LEGEND:

- Set 3/4" inside diameter x 21"
iron pipe with cap No. 47030
- Found 1" inside diameter iron pipe
- Found 3/8" diameter iron rod with
cap No. 10942
- ▲ Found 1/2" inside diameter iron
pipe with cap No. 42636
(please note obstructions)
- LP. Iron pipe (halves diameter labeled)
- (R.M.) Recorded deed elevation

I hereby certify that this survey, plan, or report was
prepared by me or under my direct supervision and
that I am a duly licensed land surveyor under the
laws of the State of Minnesota.

Al H. Hoff

Andy G. Luthers License No. 47030
Dated October 29, 2024

SURVEY AREA:

Parcel 1:
Total 0.20 ± Acres

Parcel 2:
Total 1.40 ± Acres
Less Road Right-of-Way: 0.21 ± Acres

LEGAL DESCRIPTION OF PARCEL 1:

That part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 104 North,
Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter;
thence South 89°53'53" East along the south line of said Southwest Quarter of the Southwest
Quarter 1081.53 feet to the southwest corner of that certain parcel of land described in Deed
Document No. 279216 filed for record on October 30, 2014 at the Houston County Recorder's
Office, also being the southerly extension of the easterly line of that certain parcel of land
described in Deed Document No. 231010 filed for record on June 25, 1998 at said Recorder's
Office;

thence along the westerly line of that certain parcel of land described in said Deed Document
No. 279216 for the next 4 calls:
1) North 01°05'12" East 82.17 feet
2) North 09°13'37" West 80.88 feet
3) North 09°13'37" West 12.89 feet to the point of beginning;
thence continuing along said westerly line for the next 4 calls:
1) North 08°06'48" West 219.83 feet
2) North 35°28'48" West 120.88 feet
3) Northwest 82.88 feet along the arc of a 55.00 foot radius tangential curve, concave
4) South 77°53'14" West 32.35 feet;
thence South 77°53'14" East 374.29 feet to the northwesterly corner of that certain parcel of land
described in said Deed Document No. 231010;
thence North 79°07'19" East along the northerly line of said parcel 37.52 feet to the point of
beginning.

Subject to any easements and restrictions of record.

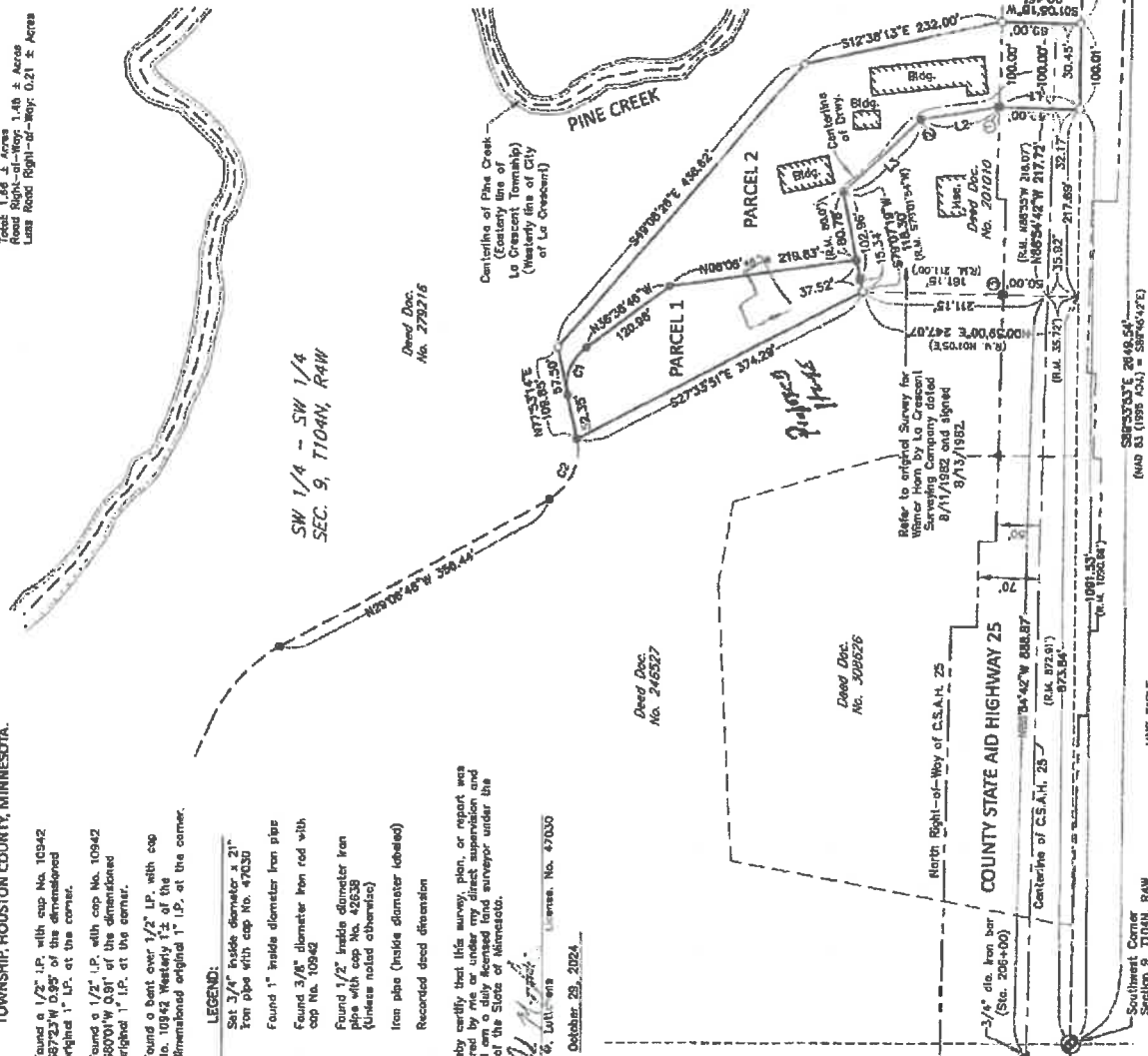
LEGAL DESCRIPTION OF PARCEL 2:

That part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 104 North,
Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter;
thence South 89°53'53" East along the south line of said Southwest Quarter of the Southwest
Quarter 1081.53 feet to the southwest corner of that certain parcel of land described in Deed
Document No. 279216 filed for record on October 30, 2014 at the Houston County Recorder's
Office, also being the southerly extension of the easterly line of that certain parcel of land
described in Deed Document No. 231010 filed for record on June 25, 1998 at said Recorder's
Office and the point of beginning;

thence along the westerly line of that certain parcel of land described in said Deed Document
No. 279216 for the next 7 calls:
1) North 01°05'12" East 82.17 feet;
2) North 09°13'37" West 80.88 feet;
3) North 09°13'37" West 12.89 feet;
4) South 79°07'19" West 80.78 feet;
5) North 08°06'48" West 219.83 feet;
6) North 35°28'48" West 120.88 feet;
7) Northwest 82.88 feet along the arc of a 55.00 foot radius tangential curve, concave
thence North 77°53'14" East 32.35 feet;
thence South 49°08'25" East 436.62 feet;
thence South 12°38'13" East 232.00 feet;
thence North 89°53'53" East 100.01 feet to the south line of said Southwest Quarter of the
Southwest Quarter;
thence North 89°53'53" West along said south line 100.01 feet to the point of beginning.

Subject to the right-of-way of Houston County State Aid Highway 25 along the southerly side thereof
and any other easements and restrictions of record.



NOTES:

- The purpose of this survey is to add the property described in Parcel 1 to the property described in existing Deed Document No. 279216 adjacent to one easterly of said Parcel 1 and to also rezone Parcels 1 and 2 to residential zoning.

CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C1	35.00'	83°30'00"	62.68'	59.51'	N69°21'48"W
C2	65.00'	79°00'00"	82.82'	77.33'	N65°38'48"W

LINE TABLE	
L1	N01°05'18"E 93.17' (R.M. 401/05/08) (R.M. 92/08)
L2	N07°13'37"W 90.48' (R.M. 407/13/37) (R.M. 90/87)
L3	N45°25'16"W 121.80' (R.M. 143/44/24) (R.M. 121/87)

Southeast Corner
Section 9, T104N, R4W
Hous. Co. 104/05/08
N=215989.75/E=335038.26

TRI-STATE
SURVEYING, LLC
21240 STATE 26
CALEDONIA, MN 55921
(507) 542-4673

SURVEY PREPARED FOR:
CHRIS HORN
1367 COUNTY 25
LA CRESCENT, MN 55947

DATE: 10/29/2024
FIELD BOOK NO. 29
PROJECT NO. 24051-001.110
SHEET 1 OF 1

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9,
TOWNSHIP 104 NORTH, RANGE 4 WEST, LA CRESCENT
TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

- LEGEND:**

- I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Andy R. Lutz **License No. 47030**
Date: October 29, 2024



CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C1	53.00'	69°30'00"	62.88'	59.51'	N69°21'48"W
C2	48.00'	70°00'00"	60.00'	57.96'	N69°21'48"W

LINE TABLE	
L1	N01'D51.6"E (R.L. 62.08)
L2	N08°13'37"W (R.L. 60.88)
L3	N43°51'16"W (R.L. 62.93)

Southeast Corner
Section 9, T904N, R4W
Fnd. 2" L.P. with brass cap
Houston County NAD 83
(1996 Adj.) Coordinates =
N=215988.78/E=534038.26

1) The purpose of this survey is to add the property described in Parcel 1 to the property described in existing Deed Document No. 278216 adjacent to and nearby of said Parcel 1 and to also rezone Parcels 1 and 2 to residential zoning.

LEGAL DESCRIPTION OF PARCEL 1:

That part of the Southwest Quarter of the Range 4 West, Houston County, Minnesota, Commencing at the southeast corner of the same South 89°13'43" East along the Quarter 1091.53 feet to the southwest Document No. 379216 filed for record

Corresponding to the southeast corner of said Southeast Quarter of the Southwest Quarter, thence South 89°35'30" East along the south line of said Southwest Quarter of the Southwest Quarter 1001.53 feet to the certain corner of that certain parcel of land described in Dated Document No. 5726115 filed for record on June 28, 1999 at the Houston County Recorder's Office, also being the southern extension of the line of that certain parcel of land described in Dated Document No. 5726115 filed for record on June 28, 1999 at said Recorder's Office;

- | | North | East | to the point of beginning |
|----|-----------------|------------------|---------------------------|
| 1) | North 07°05'18" | East 92.17 feet | |
| 2) | North 04°15'37" | West 90.86 feet | |
| 3) | North 43°51'18" | West 121.90 feet | |
| 4) | South 78°07'18" | West 80.78 feet | |
- thence continuing along said westerly line for the said 4 corners:
- | | | |
|----|-----------------|------------------|
| 1) | North 58°08'43" | West 219.83 feet |
| 2) | North 36°38'45" | West 120.93 feet |

- 3) Northeastly 82.88 feet along the arc of a 55.00 foot radius tangential curve, concave Southwest, the chord of which bears North 69°21'48" West and measures 59.31 feet
- 4) South 77°35'14" West 52.38 feet
thence South 27°33'31" East 374.25 feet to the northwesterly corner of tract certain parcel described in said Deed Document No. 201010;
thence North 70°07'19" East along the northerly line of said parcel 37.82 feet to the point of inclusion.

Subject to any exemptions and restrictions of record.

LEGAL DESCRIPTION OF PARCEL 2

That part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 104 North, Range 4 West, Houston County, Minnesota, described as follows:

Conveyance at the southwest corner of said Southeast Quarter of the Southwest Quarter of Section 89, Township 6 North, Range 10 East, South Dakota. The said Southeast Quarter of the Southwest Quarter of Section 101.63 filed for recording on October 25, 2014 at the Register's Office, does hereby authorize extension of the custody time of the certain parcel of land described in Deed Document No. 792110 filed for record on June 25, 2019 at said Recorder's Office, to the point of beginning of the term of the said Deed Document No. 792110 for five (5) years.

- | | | | |
|----|-------------------------------------|----------------|-------------|
| 1) | North | 01°05'18" East | 92.17 feet |
| 2) | North | 01°13'37" East | 90.65 feet |
| 3) | North | 43°51'16" West | 121.80 feet |
| 4) | North | 79°07'16" West | 80.78 feet |
| 5) | North | 05°08'46" West | 211.83 feet |
| 6) | North | 36°38'46" West | 120.98 feet |
| 7) | Southward, the extent of which bore | | |
| | Distance North | 77°53'14" East | 57.50 feet |
| | Distance South | 48°08'28" East | 439.62 feet |
| | Distance North | 12°38'13" East | 232.00 feet |
| | Distance South | 17°05'18" West | 90.45 feet |
| | Southward Quarter. | | |

Subject to the right-of-way of Houston County State Aid Highway 25 along the southerly side thereof and any other easements and restrictions of record.



SCALE 1 = 100'

AERIAL PHOTO UNDERLAY: The aerial photo underlay, if shown, is an orthorectified photo taken in the month of April of 2021. Said photo is for visual aid and illustration purposes only and no guarantee is made to the precision and/or accuracy.

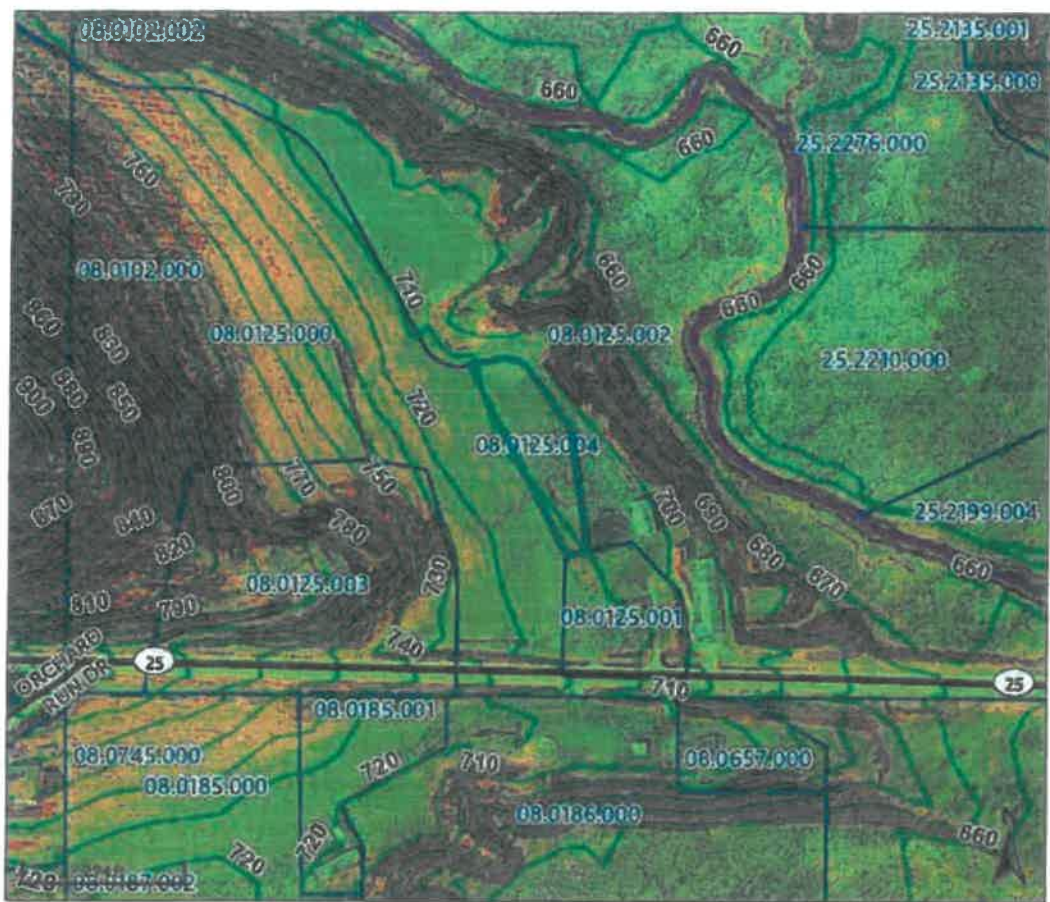
SCIENTIFIC BASIS OF REFINEMENT

The south line of the SW 1/4 of Section 9 is assumed to have a bearing of South 89°45'53" East. Based on the Minnesota County Coordinate System, Houston County Zone, NAD 83 (1988 Adj.) and south line has a bearing of South 89°45'49" East.

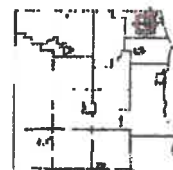
TRI-STATE
SURVEYING, LLC

SURVEY PREPARED FOR:
CHRIS HORN
1367 COUNTY 25
A CRESCENT, MN 55947

DATE: 10/20/2024	FIELD BOOK NO. 23	PROJECT NO. 24051-091.110	SHEET 1 OF 1
---------------------	----------------------	------------------------------	-----------------



Overview



Legend

- Parcels
 - Parcels
 - Mobile Home
 - Personal Property
 - Corporate Limits
- Roads
 - FEDERAL HIGHWAY
 - STATE HIGHWAY
 - COUNTY HIGHWAY
 - TOWNSHIP ROAD
 - MUNICIPAL ROAD
- Contours
- Political Townships

Parcel ID	080125004	Alternate ID	n/a	Owner Address	HORN,CHRISTOPHER & WENDY
Sec/Twp/Rng	09-104-004	Class	111 - RURAL VACANT LAND		1367 COUNTY 25
Property Address		Acreage	0.7		LA CRESCENT, MN 55947
District	LCSTT/SD300/FD6				
Brief Tax Description	n/a				
(Note: Not to be used on legal documents)					

Date created: 1/28/2025
Last Data Uploaded: 1/27/2025 7:59:55 PM
Developed by  SCHNEIDER
GEOSPATIAL

NOTICE OF PUBLIC MEETING

PLEASE TAKE NOTICE:

That an application has been made by G-Cubed, 14070 Highway 52 SE, Chatfield, MN 55923 to make a text amendment to the Houston County Zoning Ordinance. A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota, 55921 at 5:20 p.m. on Thursday, February 27, 2025.

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, and must be received by Tuesday, February 18, 2025 to be included for review prior to the hearing. All comments are considered public record.

The affected sections and topics include:

1. Section 27.3 – Mineral Extraction Definitions

- a. Add definition of construction minerals as follows: The term “construction minerals” includes natural common rock, stone, aggregate, gravel and sand that is produced and used for local construction purposes, including road pavement, unpaved road gravel or cover, concrete, asphalt, building and dimension stone, railroad ballast, decorative stone, retaining walls, revetment stone, riprap, mortar sand, construction lime, agricultural lime and bedding for livestock operations, sewer and septic systems, landfills, and sand blasting. The term “construction minerals” does not include “industrial minerals” as defined below.
- b. Add definition of industrial minerals as follows: The term “industrial minerals” includes naturally existing high quartz level stone, silica sand, quartz, graphite, diamonds, gemstones, kaolin, and other similar minerals used in industrial applications, but excluding construction minerals as defined above. Silica sand is categorized as an industrial mineral by the Minnesota Department of Natural Resources and the North

American Industry Classification System under classification no. 212322. “Silica sand” has the meaning given in Minnesota Statutes, Section 116C.99, subd. 1 (d): “‘Silica sand’ means well-rounded, sand-sized grains of quartz (silicon dioxide), with very little impurities in terms of other minerals. Specifically, the silica sand for the purposes of this section is commercially valuable for use in the hydraulic fracturing of shale to obtain oil and natural gas. Silica sand does not include common rock, stone, aggregate, gravel, sand with low quartz level, or silica compounds recovered as a by-product of metallic mining.” Minn. State Section 116C.99, subd. 1 (d) “Silica sand project” has the meaning given in Minnesota Statutes, Section 116C.99 , subd. 1 (e): “‘Silica Sand project’ means the excavation and mining and processing of silica sand; the washing, cleaning, screening, crushing, filtering, drying, sorting, stockpiling, and storing of silica sand, either at the mining site or at any other site; hauling and transporting of silica sand; or a facility for transporting silica sand to destinations by rail, barge, truck, or other means of transportation.” Minn. State. Section 116C.99, subd. 1 (e).

c. General formatting

2. Section 27.8 Subd. 1 (5) – Mine Density Standards

- a. Modify language as follows: New ~~sand~~ **industrial mineral** mining permits shall be limited to sites located no closer than ½ mile from all existing permitted or legal non-conforming ~~sand~~ **industrial mineral** mines. Measurements shall be taken from the proposed boundary of the new site to the approved boundary of the existing site.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: February 12, 2025

HOUSTON COUNTY PLANNING COMMISSION

Proposed changes to the Houston County Zoning Ordinance for industrial minerals.

Section 8.6 of the Houston County Zoning Ordinance requires that the Planning Commission make findings in support of a decision but does not prescribe specific criteria. There are really two requests here, but staff feel the Planning Commission should vote on the proposals as a single request and findings were drafted in that manner. The following findings are proposed for your consideration.

1. One of Houston County's guiding values acknowledges that aggregate materials are important to the economic basis of the community and to use in construction, road maintenance and other uses, and strives to balance access to materials with protection of natural resources.
2. Another value cites the importance of sound environmental practices that promote the efficient use of all natural resources and protection of environmentally sensitive natural resources.
3. Goal 2.2 of the CLUP promotes agriculture as a viable land use and significant contribution to economic activity in the County and access to these construction materials is important for operations.
4. Updating our Zoning Ordinance as proposed keeps it consistent with neighboring Winona and Fillmore Counties.
5. These changes will not impact requirements on silica sand operations.

Josh Gran made a motion to accept the findings as presented. John Glasspoole seconded. All were in favor. Motion carried.

Josh Gran made a motion to recommend the Houston County Board amend the zoning ordinance as follows:

1. Section 27.3 – Mineral Extraction Definitions
 - a. Construction minerals: The term "construction minerals" includes natural common rock, stone, aggregate, gravel and sand that is produced and used for local construction purposes, including road pavement, unpaved road gravel or cover, concrete, asphalt, building and dimension stone, railroad ballast, decorative stone, retaining walls, revetment stone, riprap, mortar sand, construction lime, agricultural lime and bedding for livestock operations, sewer and septic systems, landfills, and sand blasting. The term "construction minerals" does not include "industrial minerals" as defined below.
 - b. Industrial minerals: The term "industrial minerals" includes naturally existing high quartz level stone, silica sand, quartz, graphite, diamonds, gemstones, kaolin, and other similar minerals used in industrial applications, but excluding construction minerals as defined above. Silica sand is categorized as an industrial mineral by the Minnesota Department of Natural Resources and the North American Industry Classification System under classification no. 212322. "Silica sand" has the meaning given in Minnesota Statutes, Section 116C.99, subd. 1 (d): "'Silica sand' means well-rounded, sand-sized grains of quartz (silicon dioxide), with very little impurities in terms of other minerals. Specifically, the silica sand for the purposes of this section is commercially valuable for use in the hydraulic fracturing of shale to obtain oil and natural gas. Silica sand does not include common rock, stone, aggregate, gravel, sand with low quartz level, or silica compounds recovered as a by-product of metallic mining." Minn. State Section 116C.99, subd. 1 (d) "Silica sand project" has the meaning given in Minnesota Statutes, Section 116C.99, subd. 1 (e): "'Silica Sand project' means the excavation and mining and processing of silica sand; the washing, cleaning, screening, crushing, filtering, drying, sorting, stockpiling, and storing of silica sand, either at the mining site or at any other site; hauling and transporting of silica sand; or a facility for transporting silica sand to

destinations by rail, barge, truck, or other means of transportation.” Minn. State. Section 116C.99, subd. 1 (e).

2. Section 27.8 Subd. 1 (5) – Mine Density Standards

- a. New **industrial mineral** mining permits shall be limited to sites located no closer than ½ mile from all existing permitted or legal non-conforming **industrial mineral** mines. Measurements shall be taken from the proposed boundary of the new site to the approved boundary of the existing site.

John Glasspoole seconded. Roll call vote was taken. All were in favor. Motion carried.

The application, with the condition, will be presented to the Houston County Board of Commissioners for final action.



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 2/18/2025

Application Date: 1/17/2025
Hearing Date: 2/27/2025
Petitioner: Chris Priebe & Geoffry Griffin, G-Cubed
Reviewer: Amelia Meiners
Zoning: N/A
Address: N/A
Township: N/A
Parcel Number: N/A
Submitted Materials: Request Letter, Fillmore County Zoning Ordinance excerpt, Winona County Zoning Ordinance excerpt, and Supreme Court

OVERVIEW

REQUEST

The Petitioners are requesting to better define sand mining in the Houston County Zoning Ordinance and modify the density requirement.

SUMMARY OF NOTEWORTHY TOPICS

The applicant states that there is a need for construction sand within the County and recommends that Houston County add definitions differentiating construction minerals and industrial minerals similar to Winona and Fillmore County. The following language is from the Fillmore County Zoning Ordinance (Section 736.02):

2) The term "construction minerals" includes natural common rock, stone, aggregate, gravel and sand that is produced and used for local construction purposes, including road pavement, unpaved road gravel or cover, concrete, asphalt, building and dimension stone, railroad ballast, decorative stone, retaining walls, revetment stone, riprap, mortar sand, construction lime, agricultural lime and bedding sand for livestock operations, sewer and septic systems, landfills, and sand blasting. The term "construction minerals" does not include "industrial minerals and metals", which are defined and regulated in section 736.

3) The terms "industrial minerals and metals" include (i) all natural stone, silica sand, quartz, graphite, diamonds, gemstones, kaolin, and other similar minerals used in industrial applications, but excluding construction minerals as defined in Section 736.02, subp. 2, (ii) all petroleum, gases, fluids, (iii) subsurface water from any source related to excavation and mining; and (iv) all metallic minerals, including nickel, tin, silver, titanium, vanadium, cadmium, molybdenum, chromium, manganese, cobalt, copper, zirconium, beryllium, thorium, uranium, aluminum, radium, tantalum, niobium, gold, lead, platinum, or palladium.

Since the Winona County definitions held up in a Supreme Court case the applicants recommend utilizing their definitions. As you'll see the Fillmore and Winona County definitions of construction materials are the

same, but the definition of industrial minerals differs slightly with Winona County who focuses on silica sand which was the primary mineral of concern when the current mineral extraction language was adopted in Houston County.

The following language is from the Winona County Zoning Ordinance (Chapter 4 – 4.2)

CONSTRUCTION MINERALS: The term “construction minerals” includes natural common rock, stone, aggregate, gravel and sand that is produced and used for local construction purposes, including road pavement, unpaved road gravel or cover, concrete, asphalt, building and dimension stone, railroad ballast, decorative stone, retaining walls, revetment stone, riprap, mortar sand, construction lime, agricultural lime and bedding sand for livestock operations, sewer and septic systems, landfills, and sand blasting. The term “construction minerals” does not include “Industrial minerals” as defined below.

INDUSTRIAL MINERALS: The term “industrial minerals” includes naturally existing high quartz level stone, silica sand, quartz, graphite, diamonds, gemstones, kaolin, and other similar minerals used in industrial applications, but excluding construction minerals as defined above.

Silica sand is categorized as an Industrial mineral by the Minnesota Department of Natural Resources and the North American Industry Classification System under classification no. 212322.

“Silica sand” has the meaning given in Minnesota Statutes, section 116C.99, subd. 1 (d): “ ‘Silica sand’ means well-rounded, sand-sized grains of quartz (silicon dioxide), with very little impurities in terms of other minerals. Specifically, the silica sand for the purposes of this section is commercially valuable for use in the hydraulic fracturing of shale to obtain oil and natural gas. Silica sand does not include common rock, stone, aggregate, gravel, sand with a low quartz level, or silica compounds recovered as a by-product of metallic mining.” Minn. Stat. Section 116C.99, subd. 1 (d).

“Silica sand project” has the meaning given in Minnesota Statutes, section 116C.99, subd. 1 (e): “ ‘Silica Sand project’ means the excavation and mining and processing of silica sand; the washing, cleaning, screening, crushing, filtering, drying, sorting, stockpiling, and storing of silica sand, either at the mining site or at any other site; the hauling and transporting of silica sand; or a facility for transporting silica sand to destinations by rail, barge, truck, or other means of transportation.” Minn. Stat. Section 116C.99, subd. 1 (e).

With this addition, the request is then to modify the density language by replacing the general reference to sand mine with industrial minerals mining. The intent is not to change any regulation in regard to silica sand but will open up potential sites for construction sand that would be prohibited under our current density regulation. While the 20-acre restriction will still be in place it may result in concentrating multiple mines within a smaller area. These impacts are not only on natural resources, but increased demand on the infrastructure and potential nuisance to uses already in place. Keep in mind that any new operation would require a conditional use permit where site specific impacts would be reviewed and regulated.

27.8 OPERATIONAL PERFORMANCE STANDARDS

Each person, firm, or corporation to whom a mining operation permit is issued may engage in mining upon lands described in the license, subject to the following operational performance standards:

Subdivision 1. General Requirements.

(5) Mine Density Standards. New **sand industrial mineral** mining permits shall be limited to sites located no closer than ½ mile from all existing permitted or legal non-conforming **sand industrial mineral** mines. Measurements shall be taken from the proposed boundary of the new site to the approved boundary of the existing site.

The applicant letter states that the end use of construction sand would be for agriculture, building sites and transportation projects. The Comprehensive Land Use Plan identifies multiple goals that both protect natural resources and promote agriculture, economic development, and responsible rural housing development. Your

decision is ultimately to determine if this change will maintain a balance of protecting both our natural resources and residents and providing a material that is necessary for development in Houston County.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Since this application was not tied to a specific location it was only published in the legal newspaper, in addition to being sent to those agencies and municipalities regularly notified. No comments were received.

EVALUATION

Section 8.6 of the Houston County Zoning Ordinance requires that the Planning Commission make findings in support of a decision but does not prescribe specific criteria. There are really two requests here, but staff feel the Planning Commission should vote on the proposals as a single request and findings were drafted in that manner. The following findings are proposed for your consideration.

1. One of Houston County's guiding values acknowledges that aggregate materials are important to the economic basis of the community and to use in construction, road maintenance and other uses, and strives to balance access to materials with protection of natural resources.
2. Another value cites the importance of sound environmental practices that promote the efficient use of all natural resources and protection of environmentally sensitive natural resources.
3. Goal 2.2 of the CLUP promotes agriculture as a viable land use and significant contribution to economic activity in the County and access to these construction materials is important for operations.
4. Updating our Zoning Ordinance as proposed keeps it consistent with neighboring Winona and Fillmore Counties.
5. These changes will not impact requirements on silica sand operations.

RECOMMENDATION

Should the Planning Commission decide to recommend approval, the following motion is proposed:

Motion to recommend adopting the definitions and change to Section 27.8 Subd. 1 (5) as proposed:

1. Section 27.3 – Mineral Extraction Definitions
 - a. Construction minerals: The term “construction minerals” includes natural common rock, stone, aggregate, gravel and sand that is produced and used for local construction purposes, including road pavement, unpaved road gravel or cover, concrete, asphalt, building and dimension stone, railroad ballast, decorative stone, retaining walls, revetment stone, riprap, mortar sand, construction lime, agricultural lime and bedding for livestock operations, sewer and septic systems, landfills, and sand blasting. The term “construction minerals” does not include “industrial minerals” as defined below.
 - b. Industrial minerals: The term “industrial minerals” includes naturally existing high quartz level stone, silica sand, quartz, graphite, diamonds, gemstones, kaolin, and other similar minerals used in industrial applications, but excluding construction minerals as defined above. Silica sand is categorized as an industrial mineral by the Minnesota Department of Natural Resources and the North American Industry Classification System under classification no. 212322. “Silica sand” has the meaning given in Minnesota Statutes, Section 116C.99, subd. 1 (d): “‘Silica sand’ means well-rounded, sand-sized grains of quartz (silicon dioxide), with very little impurities in terms of other minerals. Specifically, the silica sand for the purposes of this section is commercially valuable for use in the hydraulic fracturing of shale to obtain oil and natural gas. Silica sand does not include common rock, stone, aggregate, gravel, sand with low quartz level, or silica compounds recovered as a by-product of metallic mining.” Minn. State Section 116C.99, subd. 1 (d) “Silica sand project” has the meaning given in Minnesota Statutes, Section 116C.99, subd. 1 (e): “‘Silica Sand

project' means the excavation and mining and processing of silica sand; the washing, cleaning, screening, crushing, filtering, drying, sorting, stockpiling, and storing of silica sand, either at the mining site or at any other site; hauling and transporting of silica sand; or a facility for transporting silica sand to destinations by rail, barge, truck, or other means of transportation." Minn. State. Section 116C.99, subd. 1 (e).

2. Section 27.8 Subd. 1 (5) – Mine Density Standards

- a. New **industrial mineral** mining permits shall be limited to sites located no closer than ½ mile from all existing permitted or legal non-conforming **industrial mineral** mines. Measurements shall be taken from the proposed boundary of the new site to the approved boundary of the existing site.

Houston County Agenda Request Form

Date Submitted: March 12, 2025 **Board Date:** March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for the Houston County Airport T-Hangar Project to Olympic Builders General Contractors. Contract approval to be contingent on award of State and Federal funds.

Attachments/Documentation for the Board's Review:

Abstract for Houston County Airport T-Hangar Project.

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

Justification:

Action Requested:

Board approval needed to accept the low bid from Olympic Builders General Contractors contingent on award of State and Federal funds.

For County Use Only			
<u>Reviewed by:</u>	<div style="margin-bottom: 5px;">_____ County Auditor</div> <div style="margin-bottom: 5px;">_____ Finance Director</div> <div style="margin-bottom: 5px;">_____ IS Director</div>	<div style="margin-bottom: 5px;">_____ County Attorney</div> <div style="margin-bottom: 5px;">_____ County Engineer</div> <div style="margin-bottom: 5px;">_____ Other (indicate dept) _____</div>	<div style="margin-bottom: 5px;">_____ Zoning Administrator</div> <div style="margin-bottom: 5px;">_____ Environmental Services</div>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday 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.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 26, 2025

Honorable Board of Commissioners
Houston County
304 South Marshall Street
Caledonia, MN 55921

RE: Bid Results and Award Recommendation
2025 8 Unit T-Hangar Construction Project

Dear Commissioners:

On February 20, 2025, two bids were received for the 2025 8 Unit T-Hangar Construction project. We recommend the county award the project to the lowest bidder, Olympic Builders General Contractors in the amount of \$1,497,400. **The award should be contingent upon the issuance of a Federal and State grant.** The anticipated funding participation rates are 95% Federal, 2.5% State, and 2.5% Local. Below is the bid summary:

BIDDERS	TOTAL BID
1 Olympic Builders General Contractors	\$1,497,400.00
2 Zenke Inc.	\$1,828,873.00
Engineer's Estimate	\$1,539,000.00

The total project cost estimate is \$1,638,400.00 including construction, engineering, and grant administration. The breakdown of funding is as follows:

- Federal (95%) = \$ 1,556,480.00
- State (2.5%) = \$ 40,960.00
- Local (2.5%) = \$ 40,960.00

If you have any questions about the 2025 8 Unit T-Hangar Construction project, please feel welcome to contact me at 612-987-0138 or silas.parmar@bolton-menk.com

Sincerely,

Silas Parmar, P.E.
Aviation Project Manager

Enclosure: Bid Abstract

ABSTRACT

8 Unit T-Hangar Construction
Houston County, MN
bml Project # 24X.136247
Bid: 02/20/2025 01:00 PM CST

Section Title		Line Item	Item Description		Unit	Quantity	Engineer Estimate		Olympic Builders General Contractors		Wiese Brothers General Contractor, Inc.	
							Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID - 8 UNIT T-HANGAR		1	8 UNIT T-HANGAR: COMPLETE DESIGN BUILD		LUMP SUM	1	\$1,539,000.00	\$1,539,000.00	\$1,497,400.00	\$1,497,400.00	\$1,528,873.00	\$1,528,873.00
BID ALTERNATE - DEDUCT TWO BAYS FOR 6 UNIT T-HANGAR		2	DEDUCT AMOUNT FROM BASE BID FOR REMOVING TWO BAYS TO CONSTRUCT 8 UNIT T-HANGAR: COMPLETE DESIGN BUILD		LUMP SUM	-1	\$384,750.00	(\$384,750.00)	\$251,700.00	(\$251,700.00)	\$168,000.00	(\$168,000.00)

Houston County Agenda Request Form

Date Submitted: March 13, 2025 **Board Date:** March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board to consider approving the resolution and agreement between Houston County and the City of Albert Lea, MN to accept Federal Entitlement dollars in the amount of \$283,000.00. This money is to be paid back to the City of Albert Lea, Mn \$150,000 by May 15, 2026 and \$133,000 no later than May 15, 2027.

Justification:

This transfer of entitlement money helps airports fund capital improvement projects, which than can be repaid in the future.

Action Requested:

Board resolution needed to approve Brian Pogodzinski to accept this agreement.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	County Auditor	County Attorney	Zoning Administrator
	Finance Director	County Engineer	Environmental Services
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday 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.

AGREEMENT BETWEEN HOUSTON COUNTY, MINNESOTA

AND

THE CITY OF ALBERT LEA, MINNSOTA

- I. This document is memorialization of the Agreement between city of Albert Lea and Houston County that the city of Albert Lea does hereby authorize \$283,000.00 of Federal Entitlement dollars, earmarked for the city of Albert Lea, be transferred to Houston County for its use at the Houston County Airport, subject to the following conditions:
- II. City of Albert Lea agrees to sign and file FAA Form 5100-110 "Request for FAA Approval of Agreement for Transfer of Entitlements" (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfer of Federal Entitlement dollars. However, in full consideration of this agreement, Houston County agrees to return to the city of Albert Lea \$150,000.00 of Federal Entitlement dollars earmarked for the Houston County Airport no later than May 15, 2026 and the remaining \$133,000 no later than May 15, 2027.
- III. All parties acknowledge that this agreement is in full consideration, which will allow for \$283,000.00 of Federal Entitlement dollars to be transferred to Houston County on or about April 1, 2025.

This agreement is fully stated and cannot be cancelled, modified, or in any way changed without the express written permission of both parties.

Ian Rigg
City Manager
City of Albert Lea, MN

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

RESOLUTION 25-09

RESOLUTION AUTHORIZING AN AGREEMENT WITH HOUSTON COUNTY
REGARDING FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT
PROGRAM NON-PRIMARY ENTITLEMENT FUNDS

WHEREAS, Houston County is constructing a new hangar at the Houston County Airport,
and

WHEREAS, Houston County has requested the City of Albert Lea transfer Federal Aviation
Administration (FAA) Airport Improvement Program Non-Primary Entitlement Funds in the
amount of \$283,000.00 to the Houston County Federal Account, and

WHEREAS, Houston County agrees to pay back to the City of Albert Lea the amount of
\$150,000.00 in 2026 and \$133,000.00 in 2027 in Federal Aviation Administration (FAA) Airport
Improvement Program Non-Primary Entitlement Funds per the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS
FOLLOWS; that

The County Engineer is hereby authorized and directed to execute an agreement on
behalf of Houston County and with the City of Albert Lea regarding the Federal Aviation Funds.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a
resolution adopted by the Houston County Board of Commissioners dated March 18, 2024.

WITNESS my hand and the seal of my office this 18th day of March 2024.

(SEAL)

Polly Heberlein, Houston County Interim Auditor/Treasurer

Houston County Highway Maintenance Summary

	2025	2025	
	Budget	Actual	Increase/(Decrease)
Revenues			
Mn Aid, Regular Maintenance	\$ 2,079,026.00	\$ 2,269,626.00	\$ 190,600.00
TOTAL REVENUES	\$ 2,079,026.00	\$ 2,269,626.00	\$ 190,600.00
			Increase Revenues
County Projects			
Pavement Marking - Mn Dot	\$ 150,000.00	\$ 215,521.76	\$ 65,521.76
Pavement Marking - Symbols	\$ 30,000.00	\$ 30,000.00	\$ -
Maintenance Rock	\$ 400,000.00	\$ 339,093.90	\$ (60,906.10)
Crackfill	\$ 90,000.00	\$ 118,250.00	\$ 28,250.00
Seal Coat	\$ 550,000.00	\$ 495,553.22	\$ (54,446.78)
TOTAL County Projects	\$ 1,220,000.00	\$ 1,198,418.88	\$ (21,581.12)
			Decrease in Expenses
Road Supplies			
Bridge Maintenance - Icon	\$ 90,000.00	\$ 85,450.00	\$ (4,550.00)
Bridge Maintenance - Other	\$ 35,000.00	\$ 35,000.00	\$ -
TOTAL Road Supplies	\$ 125,000.00	\$ 120,450.00	\$ (4,550.00)
			Increase in Expenses
TOTAL EXPENSES	\$ 1,345,000.00	\$ 1,318,868.88	\$ (26,131.12)
			Net decrease in Expenses.

Houston County Agenda Request Form

Date Submitted: March 13, 2025 **Board Date:** March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board to consider approving the work order under the MnDot Partnership agreement to have MnDot stripe our County Roads. The costs include \$.092/ft for 4" latex and \$.119/ft for 6" latex for a total estimated cost of \$215,521.76.

Attachments/Documentation for the Board's Review:

This project will be performed under CP 2025-05.

Justification:

The County Board previously approved using MnDot for striping in 2024. The MnDot Partnership Agreement is required prior to them performing the work.

Action Requested:

Board approval needed to accept the workorder under the MnDot Partnership agreement.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Project Description: Stripe multiple County roads

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050106 between the state of Minnesota acting through its Commissioner of Transportation ("MnDOT") and Houston County, a political subdivision of the State of Minnesota ("Local Government") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government must not begin work under this Contract until ALL required signatures have been obtained and the Local Government has been notified in writing to begin such work by MnDOT's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on 12/31/2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A is attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - ☐ Contract Administration
 - ☐ Emergency Services
 - ☐ Professional/Technical Services
 - ☒ Roadway Maintenance

3. Scope of Work

- 3.1. MnDOT will perform services under this Work Order summarized generally as follows: MnDOT will provide refresh of existing lines or new longitudinal striping according to Exhibit A work plan. Timing will be at the discretion of Mn/DOT in coordination with the county.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by the Local Government: The county will provide a detailed striping work plan. Work plan will consist of the route number, beginning and end points, width of line, color of line, type of material, solid or broken line, Edge line, Center line, lane line, etc. County will also provide any timing considerations at the beginning and any point during the season. If new lines are requested the county will provide markings for guidance to the striper.
- 4.2. The following will be provided or completed by MnDOT: MnDOT will provide longitudinal Striping at 12mil thickness, using MnDOT approved products, in widths and pattern as provided in Exhibit A workplan. MnDOT will provide all labor, equipment, and material to conduct the striping operation including providing traffic control in accordance with the MMUTCD, but may ask for assistance from county for traffic control in special circumstances. MnDOT will provide a striping log for review and invoice with final quantities at the close of the season in the fall.

5. Consideration of Payment

- 5.1. The Local Government will pay for all services performed by MnDOT on a unit price basis. The unit prices for the 2025 season are \$.092/ft for 4" latex width and \$.119/ft for 6" latex width.
- 5.2. The Local Government's obligation for all compensation and reimbursements to MnDOT is estimated to be \$215,521.76. The final amount will be determined at the end of the season upon review of the striper log with the county.

6. Terms of Payment

- 6.1. The Local Government will pay MnDOT after execution of this work order and review of the striper log and receipt of the invoice.
- 6.2. After the work has been completed MnDOT will submit a striper log and invoice for the work completed.
- 6.3. Per Section 7.4 of the Master Partnership Contract;
 - 6.3.1. The Local Government will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.3.2. Payment by the Local Government.
 - i. The Local Government will make payment to the order of the Commissioner of Transportation.
 - ii. **IMPORTANT NOTE:** Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050106W02 and Invoice Number: 00000#####
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Authorized Representatives

- 7.1. MnDOT's Project Manager, for this Work Order is:
Name/Title: Mike Ehlert, or successor
MnDOT – Operations/Office of Maintenance
Street Address: 3485 Hadley Ave N
City State Zip: Oakdale MN 55128
Telephone: Office:651-366-4419 Cell :651-238-0001
Email: michael.ehlert@state.mn.us
- 7.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. The Local Government's Project Manager for this Work Order is:
Name/Title: Brian Pogodzinski/Houston County Engineer
Street Address: 1124 E. Washington St.
City State Zip: Caledonia, MN 55921
Telephone: 507-725-3925
Email: Brian.Pogodzinski@co.houston.mn.us
- 7.4. The Local Government's Project Manager for this Work Order is responsible for overseeing the Local Government's fulfillment of its obligations under this Work Order, reviewing and approving invoices,

resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. Termination

- 8.1. **Termination by MnDOT or Local Government.** The Local Government, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

9. Additional Provisions

- 9.1. NONE

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

LOCAL GOVERNMENT

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

By: _____

Title: Eric Johnson, Houston County Board Chair

Date: March 18, 2025

By: _____

Title: Polly Heberlein, Houston County Auditor

Date: March 18, 2025

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

COMMISSIONER OF ADMINISTRATION, as delegated

By:

Date:

Line(s):

1= Left edge line

2 = Centerline

Request for Year 2025 Latex Striping

3 = Lane line

4 = Right Edge

County	Route	Begin	End	True Center line Miles	Lane Width	Line(s) (1,2,3,4)	Total Line Miles		Time Requested		Comments
							W 6"	Y 4"	Mo	Mo	
Houston	CSAH 1	TH 76	Beaver Park	3.84		2		6.72			Go through the park to the end of pavement.
Houston	CSAH 3	9th St.	TH 26	0.475		2		1.56			City of Brownsville 9th St to TH 26
Houston	CSAH 3	TH 44	East City Limits	1.169	13.0	2,3,4	0.112	1.99			City of Caledonia, 6" WH Lane lines & Bike Lanes
Houston	CSAH 3	Brownsville City Limits	Caledonia City Limits	12.49	12.0	2		17.09			From Caledonia East City Limits to Brownsville West City Limits
Houston	CSAH 4N	0.15 Mi S of Creamery Dr	TH 76	9.01		2		12.79			From 0.15 Miles S. of Creamery Dr. to TH 76
Houston	CSAH 4S	TH 44	Iowa State Line	4.21	12.0	2,4	8.51	7.27			6" WH Fog Line
Houston	CSAH 5	CSAH 3	0.75 Mi S JCT 14	4.025	12.0	2,3,4	7.31	6.65			6" WH Turn Lanes & Fog lines
Houston	CSAH 6	TH 14/61	Winona City Line	8.62	12.0	2,3,4	16.65	12.20			6" WH Lane, Bike & Skip
Houston	CSAH 7	TH 16	TH 26	2.72		2		3.53			
Houston	CSAH 8N	CSAH 33	Fillmore City Line	1.9		2,4	2.86	2.80			6" WH Fog Line
Houston	CSAH 9	TH 76	Winona City Line	7.128	12.0	2,4	14.11	8.13			6" WH Fog Line
Houston	CSAH 10	TH 76 N	TH 76 S	9.85		2		15.38			
Houston	CSAH 11	CSAH 4	End of Pavement	2.059		2		4.40			
Houston	CSAH 12	TH 44	End of Pavement	4.215		2		6.18			
Houston	CSAH 14	CSAH 5	TH 26	11.817	12.0	2,4	23.60	19.25			6" WH Fog Line
Houston	CSAH 15	CSAH 4	Fillmore City Line	3.26		2		5.57			
Houston	CSAH 16	TH 44	Iowa State Line	4.741	12.0	2,4	8.35	6.27			6" WH Fog Line
Houston	CSAH 17	TH 76	TH 44	6.664	12.0	2,4	13.27	9.35			6" WH Fog Line
Houston	CSAH 18	TH 44	CSAH 3	7.327		2		9.84			
Houston	CSAH 20W	TH 76	TH 44	1.02		2		2.01			
Houston	CSAH 20E	TH 44	End of Pavement	3.043		2		3.33			
Houston	CSAH 21	CSAH 9	TH 16	11.304	12.0	2,4	22.52	15.60			6" WH Fog Line
Houston	CSAH 22	TH 76	End of Pavement	2.683		2		3.00			
Houston	CSAH 24	CSAH 3	CR 249	1.298		2,4	2.16	2.16			Skip the center portion that is sealcoated and not currently painted
Houston	CSAH 25S	TH 16	CSAH 21	1.54	12.0	2,4	3.04	3.04			6" WH Fog Line
Houston	CSAH 25N	CSAH 21	CSAH 6	10.64	12.0	2,4	1.34	18.92			6" WH Lane lines in LaCrescent city limits only
Houston	CSAH 26W	TH 76	Fillmore City Line	6.85		2		13.38			
Houston	CSAH 26E	TH 76	Winona City Line	3.16	12.0	2,4	6.42	4.76			6" WH Fog Line, Winona City Line is where the pavement ends
Houston	CSAH 27	TH 44	TH 44	9.483		2		15.50			
Houston	CSAH 28	CSAH 6	Winona City Line	1.543	12.0	2,3,4	2.97	2.67			6" WH lane, Bike & Skip
Houston	CSAH 33	TH 44	CSAH 8	2.67		2,4	5.23	4.19			6" WH Fog Line
Houston	CR 249	CSAH 5	End of Pavement	8.466		2		15.47			End of pavement is in the village of Freeburg
TOTALS							138.45	260.97			

Note: All of the above listed roads will get 4" yellow centerline markings. CSAH's 3 & 25N will get 6" White in the City limits only. CSAH's 4S, 5, 6, 8N, 9, 14, 16, 17, 21, 24, 25S, 26E, 29, 33 will get 6" White on everything that is currently painted.

Houston County Agenda Request Form

Date Submitted: March 13, 2025 Board Date: March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low quote for CP 2025-04, Crackfill to Fahrner Asphalt Sealers, LLC.

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-04, Crackfill.

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

Justification:

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

Action Requested:

Board approval needed to accept the low bids.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: March 13, 2025 Board Date: March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low quote for CP 2025-07, Bridge Maintenance to ICON Constructors, LLC

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-07, Bridge Maintenance.

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

Justification:

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

Action Requested:

Board approval needed to accept the low bid.

Approve the quote from Icon Constructors, LLC for bridge maintenance on 9 bridges in the amount of \$105,450.00.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: March 13, 2025 Board Date: March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for CP 2025-06 Seal Coat to Scott Construction in the amount of \$495,553.22.

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-06 Seal Coat

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

Justification:

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

Action Requested:

Board approval needed to accept the low bid.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: March 13, 2025 **Board Date:** March 18, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bids for CP 2025-01, Maintenance Rock to Bruening Rock in the amount of \$339,093.90. This bid is awarded on a road by road basis.

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-01 Maintenance Rock

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

Justification:

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

Action Requested:

Board approval needed to accept the low bids.

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

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: 3/26/2024

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

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

Issue:

2024 contract with Driftless Region Vector Control LLC to canvass specifically identified Houston County communities for potential mosquito related human health hazards and larvicide identified habitat sites. Cost increase of \$95.00 (\$2727.00 to \$2822.00).

Attachments/Documentation for the Board's Review:

Soft copy of contract for review and two copies of contract for signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only

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

Recommendation:

Decision:

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

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 18th of February, 2025 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and Houston County, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal address is PO Box 2722, La Crosse, WI 54602.

Purchaser's employee responsible for administration of this Contract will be Jordan Knoke, Public Health Supervisor, whose principal address is 611 Vista Drive, Suite 1, Caledonia, MN 55921.

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

- a. Purchaser has an endemic area for arboviruses that are dangerous to the health and well being of its residents, and wishes to purchase services to address the issue. Provider is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses, and can provide these services.
- b. Provider will provide services to canvass communities for potential mosquito-related human health hazards, identify and larvicide habitat sites for mosquito abatement, and provide Purchaser with list of found sites and activities, in Houston County.

Communities/Areas to canvass include:

Eitzen, Golfview Dr Area (west of Hokah), Hokah, Houston, Money Creek, Outer La Crescent (residential area just outside western city limits).

- c. When a potential mosquito-related human health hazard site is identified (seen from the road or complaint site), Provider will follow these steps:
 1. Attempt to communicate with owner of property where habitat is located. If owner cannot be found, Provider will leave pamphlet and reminder at the door and then exit the property. Provider will leave the property if instructed by property owner and will not enter posted property or properties with aggressive people or animals.
 2. Educate owner and provide pamphlet about the issue.
 3. Check habitat for mosquito presence and treat with larvicide.

4. Keep record of all information obtained at the site.
 5. Notify Purchaser about sites when permission is not given to check and treat habitat.
- d. Provider will fully canvass communities listed in II. b. once. The sites found in the initial canvassing will be rechecked twice to update the site list. If Provider is given a letter of permission or authority by Purchaser, non-compliant sites may be entered and human health hazards may be treated during rechecks if no immediate contact is made.
 - e. Provider may also set up and monitor ovitraps throughout Purchaser's County designed to collect and remove the eggs of vector mosquito species in coordination with Purchaser's officials.
 - f. Purchaser agrees to purchase and Provider agrees to provide the above described mosquito abatement services during the period of:

May 1, 2025 to December 31, 2025

III. PAYMENT FOR SERVICES.

- a. Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$2,822. Payments will be made as follows:

<u>Date and Payment Amount</u>	
--------------------------------	--

1 st of May, 2025	<u>\$1,411</u>
1 st of August, 2025	<u>\$1,411</u>

- c. Purchaser will pay Provider within 30 days of the payment date.
- d. If Purchaser requests additional services from Provider, Purchaser will provide additional resources to Provider.

IV. INSURANCE.

- a. Purchaser shall not provide insurance coverage of any kind for Provider or Provider's employees or contract personnel. Provider shall obtain the following insurance coverage and maintain it during the entire term of this Contract:
 1. Automobile liability insurance for each vehicle used in the performance of this Contract -- including owned, non-owned (for example, owned by Provider's employees), leased, or hired vehicles -- in the minimum amount of \$1.5 million combined single limit per occurrence for bodily injury and property damage.

2. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2 million general aggregate combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

V. INDEMNITY AND HOLD HARMLESS.

- a. Except as may be caused by the sole negligence of Provider or its employees, Purchaser agrees to save, hold harmless, defend and indemnify the Provider and all its officers, employees and agents, against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the services, operation or performance of work in connection with this contract.

VI. INDEPENDENT CONTRACTOR STATUS.

- a. Subject to terms and conditions of this Contract, Purchaser hereby engages Provider as an independent contractor to perform the services set forth herein, and Provider hereby accepts such engagement.
- b. This Contract shall not render Provider an employee, partner, agent of, or joint venturer with Purchaser for any purpose. Provider is and will remain an independent contractor in relationship to Purchaser. Purchaser shall not be responsible for withholding taxes with respect to Provider's compensation hereunder. Provider shall have no claim against Purchaser hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. Provider has the right to perform services for others during the term of this Contract.
- d. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed. Provider shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- e. Provider has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract.
- f. Neither Provider nor Provider's employees or contract personnel shall be required to wear any uniforms provided by Purchaser.
- g. The services required by this Contract shall be performed by Provider, Provider's employees, or contract personnel, and Purchaser shall not hire, supervise, or pay any assistants to help Provider.

- h. Neither Provider nor Provider's employees or contract personnel shall receive any training from Purchaser in the professional skills necessary to perform the services required by this Contract.
- i. Neither Provider nor Provider's employees or contract personnel shall be required by Purchaser to devote full time to the performance of the services required by this Contract.

VII. EXPENSES OF SERVICES.

- a. Provider shall be responsible for all expenses incurred while performing services under this Contract. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; larvicide; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Provider hires to complete the work under this Contract.

VIII. DATA PRACTICES COMPLIANCE.

- a. Provider will have access to data collected or maintained by Purchaser to the extent necessary to perform Provider's obligations under this Contract. Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of Purchaser. Upon termination of this contract, Provider agrees to return data to Purchaser, as requested by Purchaser.

IX. SEVERABILITY.

- a. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

X. CONTRACT REVISION AND/OR TERMINATION.

- a. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- b. Revision of this Contract must be agreed to by Provider and Purchaser by an addendum signed by authorized representatives of both parties.
- c. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

- d. If either party finds it necessary to revise or terminate the Contract prior to the expiration date for reasons other than nonperformance, actual cost incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- e. This Contract can be terminated by thirty (30) day written notice by either party.
- f. The provisions of section V. a. shall survive any termination.

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

- a. This Contract is contingent on authorization of Minnesota and United States Laws, and any material amendment or repeal of the same affecting relevant authority shall serve to terminate this agreement except as further agreed to by the parties hereto.
- b. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Contract, the Provider certifies that it and its principals and employees:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2. Have not within a three (3) year period preceding this Contract:
 - i. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;

ii. Violated any federal or state antitrust statutes; or

iii. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;

ii. Violating any federal or state antitrust statutes; or

iii. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

5. Shall immediately give written notice should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

1. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>

2. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5886.

Houston County Agenda Request Form

Date Submitted: 3/13/2025

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:

Accept donation of \$1200.00 from American Legion Post 191 in support of Public Health Car Seat Program.

Attachments/Documentation for the Board's Review:

Donation letter

Justification:

Action Requested:

Accept Donation

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

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

Commissioner Warrants 2025/03/18

Lynn Colsch

Thu 3/13/2025 11:31 AM

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

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

📎 1 attachments (19 KB)

CLAIMS 2025-03-18.xlsx;

REQUEST APPROVAL FOR PAYMENT

2025/03/18 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ACENTEK	4,478.60
ADVANCED CORRECTIONAL HEALTHCAR	7,726.02
CALEDONIA SNO GOPHERS CLUB	30,676.80
CALEDONIA/CITY OF	15,705.95
CEDA	7,285.33
COMPUTER FORENSIC SERVICES LLC	48,301.41
CONSOLIDATED ENERGY COMPANY	4,305.00
DODGE OF BURNSVILLE	88,044.00
DOOSAN BOBCAT NORTH AMERICA INC	12,083.13
H & R ENTERPRISES LLC	13,911.46
HOUSTON COUNTY TREASURER	43,926.12
HOUSTON-MONEY CREEK SNOWRIDERS	13,434.96
INSIGHT PUBLIC SECTOR	3,137.18
LA CRESCENT TRAIL	11,365.20
LIBERTY TIRE RECYCLING LLC	6,774.75
MINNESOTA ENERGY RESOURCES	10,229.69
MN STATE TREASURER	3,964.00
MORRIS ELECTRONICS INC	38,409.44
MOTOROLA SOLUTIONS INC	5,944.32
RICHARD'S SANITATION LLC	12,192.79
SHI INTERNATIONAL CORP	12,796.62
TOWMASTER INC	5,049.92
VIKING RIDGE RIDERS	10,533.60
VISA	7,110.24
WEX BANK	6,911.59
	<hr/> 424,298.12
64 VENDORS PAID LESS THAN \$2000.00	22,981.90
	<hr/> 447,280.02

PUBLIC HEALTH & HUMAN SERVICES

188,987.74

636,267.76

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

Phone 507-725-5825