

MEEKER COUNTY, MINNESOTA
BOARD OF COMMISSIONERS
Regular Session Agenda
February 5, 2019

8:30 Meeting Called to Order With Pledge of Allegiance

Public Comment Period*

- Amendments to the Agenda
- Approval of January 15 & 22, 2019 Minutes

Allen Godfry, State Probation Services

- County Probation Delivery Systems Discussion

9:15 Brandi Schiefelbein, County Attorney

- Approve Hire of Crime Victim Advocate/Witness Coordinator Angela Maus, Level B23 Step 1, \$20.82 per Hour, Effective February 19, 2019

9:20 Kristin Cote, Land Records Division Director

- Proposed Amendments to Zoning Ordinance
- Conditional Use Permit Application: Mike Wichman, Hutchinson
- Interim Use Permit Applications:
 - o Lindberg Exc. Inc., Cokato
 - o Arlyn & Bernie Hedtke, Grove City

9:25 Brian Cruze, County Sheriff

- Approve Hire of FT Corrections Officers, Pending Successful Exams:
 - o Cody Harmening, Level 7s Step B, \$18.75 per Hour, Effective February 6, 2019
 - o Charlotte Dickey, Level 7s Step B, \$18.75 per Hour, Effective February 20, 2019

9:30 Break

9:35 Braden Piram, Parks Superintendent

- Approve Hire of Seasonal Workers as Follows:
 - o Koronis Maintenance Worker Steve Trapp, Level A11 Step 6, \$17.23 per Hour, Effective April 15th-Nov 15th, 3 Months at Full-time & 4 Months at 75% Time
 - o Park Maintenance Worker Jim Kulset, Level A11 Step 2, \$15.31 per Hour, Effective May 1st – Nov 30th

- o Koronis Campground Managers Robert & Rebecca Schmitt, Level A12 Step 5, \$3,132.90 per Month, March 10th – October 15th
- o Campground Hosts Lynn & John Otteson
- Approve 2019 Campground Host Agreement
- Approve 2019 Campground House Lease

9:45 Phil Schmalz, Public Works Director
 - **Resolution 2019-03:** MnDOT Detour Agreement

9:50 Barb Loch, County Auditor
 - Repurchase Forfeit Property: Scott D. Peterson
 - Approve County and Hospital Accounts Payable

9:55 Paul Bukovich, Social Services Director
 - Request to Advertise For New Child Protection Social Worker
 - Approve Social Service Accounts Payable

10:00 Paul Virnig, County Administrator
 - Diane Winter Community Health Board/Community Health Services Interim Director
 - Exterior Courthouse Proposals
 - Proposed Wireless Communication Device Policy

Board of Commissioners Committee Update

**Recess Meeting to Thursday, February 7, 2019 at 5 p.m.
 in Courthouse Community Room A for Joint Meeting With Economic
 Development Authority**

Miscellaneous Correspondence/Notices

- County Board/Township Board Meeting February 19, 2019 @ 1:30 p.m.
- Boys & Girls County March 5, 2019

***Board agendas and "Meeker County Board Protocol and Public Participation Policies" are available in the board room**

The Meeker County Board of Commissioners met on January 15, 2019, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chair Mike Housman.

Present: Commissioners – Beth Oberg, Mike Housman, Steve Schmitt and Bryan Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig and Executive Secretary Cori Heacock.

Absent: County Commissioner Joe Tacheny

Meeting opened with Pledge of Allegiance.

Board Chair Housman called for public comments and there were none.

Motion by Oberg, second by Schmitt to approve the January 15, 2019 agenda as printed.
Motion carried unanimously.

Motion by Larson, second by Oberg to approve County Board minutes for January 8, 2019 as printed.
Motion carried unanimously.

The following employees were recognized for years of service:

- Ryan Schutz, Deputy Sheriff, 5 Years
- James Watt, Corrections Corporal, 5 Years
- Barb Loch, County Auditor, 20 Years
- Larry Moser, Highway Maintenance Lead Worker, 30 Years
- Marlene Rimmel, Social Services Fiscal Supervisor, 35 Years
- Robert Groshens, Highway Maintenance Foreperson, 45 Years

Motion by Larson, second by Schmitt to approve hire of Part-time Corrections Officer Hunter Czycalla, Level 7s Step B, \$18.75 per hour, effective February 1, 2019, pending successful exams.
Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve status change of Mark Kern from Part-time Corrections Officer to Full-time Corrections Officer, with pay remaining the same at Level 7s Step B, \$18.75 per hour, effective January 18, 2019.
Motion carried unanimously.

Motion by Schmitt, second by Larson to approve the Dassel Law Enforcement Contract for the period of January 1, 2019 – December 31, 2020.
Motion carried unanimously.

Motion by Larson, second by Oberg to accept a \$3,000 grant from the Meeker Memorial Foundation for the DARE program.
Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve the purchase of Arcasearch Imaging Software at a cost of \$22,995.00 from the Recorder's Office Technology Fund.
Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve Social Services accounts payable as follows:

Human Services Fund	\$322,865.35
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Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve annual renewal tobacco licenses for: Bud's Bar, Watkins; Casey's General Store #3301 (Cosmos); Casey's General Store #3090 (Dassel); City of Dassel dba Dassel Liquors; Eden Valley Properties MN LLC dba Valley Inn; Eden Valley Properties MN LLC dba Valley Liquor Warehouse; Flash's Gas and Auto Inc., Watkins; Gaarders 66 Inc. dba Schmidty's of Darwin; Gaarders 66 Inc. dba Schmidty's of Grove City; Jack's of Watkins, Inc.; Jack's of Eden Valley; Kingston Mini Mart LLC; JDT Enterprises LLC dba Manannah Hilltop Tavern; Red Rooster Foods Inc., Dassel; Kimberly Kay Ertle LLC dba Riverside Store & Tavern; RMR Inc. dba Roger's Grove City Liquor; Stein's Thriftway Foods, Inc., Watkins; Valley Quick Stop Inc., Eden Valley; Watkins Liquor Warehouse Inc.; and DG Retail LLC dba Dollar General #19702 (Eden Valley).

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve Renewal of Liquor, Wine, Club or 3.2% License for Cedar Mills Gun Club.

Motion carried unanimously.

Motion by Schmitt, second by Oberg to approve county accounts payable as follows:

General Revenue Fund	\$428,883.55
Road & Bridge Fund	101,591.00
County Parks Fund	11,383.43
Solid Waste Fund	14,202.40
County Nurse Fund	29,428.70
Family Services Bldg. Fund	18,792.93
Capital Projects Fund	13,824.00
Tax Forfeit Property Fund	690.90
Ditch Fund	4,336.29
State Collections Fund	785.00

Credit Cards:

General Revenue Fund	1,649.03
Road & Bridge Fund	206.28
County Nurse Fund	1,126.92

Motion carried unanimously.

On motion by Schmitt, second by Larson, Board Chair Housman called for adjournment at 9:13 a.m. The next meeting of the County Board of Commissioners will be on February 5, 2019 at 8:30 a.m., in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Executive Secretary.

Chair of County Board

Attest: _____
Clerk of County Board

The Meeker County Board of Commissioners met on January 22, 2019, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chair Mike Housman.

Present: Commissioners – Beth Oberg, Joe Tacheny, Mike Housman, Steve Schmitt and Bryan Larson, and County Administrator Paul Virnig.

Meeting opened with Pledge of Allegiance.

Motion by Oberg, second by Schmitt to approve hospital accounts payable as follows:

County Hospital \$275,877.67

Motion carried unanimously.

Board Chair Housman called for adjournment at 11:20 a.m. The next meeting of the County Board of Commissioners will be on February 5, 2019 at 8:30 a.m., in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Executive Secretary.

Chair of County Board

Attest: _____
Clerk of County Board



Change in Delivery Systems

February 5, 2019

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All three supervision systems

- County Probation Office (CPO)
- Department of Corrections (DOC) (Felony/Contract County)
- Community Correction Act County (CCA)
 - Approach offender supervision based on core correctional practices supported by research
 - Provide effective agent training through collaboration
 - Produce similar outcomes in recidivism reduction

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Differences between supervision systems

Statutorily defined roles and responsibilities/local input

- Funding – different streams and source
 - What is the county net cost impact?
- Accountability/operational control
 - Who sets the vision?
- Organizational authority and reporting
 - Who makes the decisions?

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Supervision system change steps

- Form an advisory group
- Obtain input from stakeholders
- Complete a needs analysis
- Determine if a change will make a difference
- Dedicate resources for project planning and implementation

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Needs Analysis

- **Define the issues** - what are the key reasons for change?
- **Look into the evidence** - do the facts support the reason?
- **Consider alternatives** - organizational issues compared to a supervision system change
- **Select the criteria for change:**
 - Increase funding for correctional services
 - Improve efficiency (avoid duplication)
 - Further collaboration (policy development)
 - Increase accountability-elected officials
- **Decide based on the facts**
- **Communicate the story**

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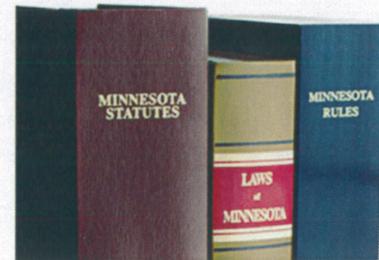
What to avoid

- Reorganizing around current personalities
- Structuring around historical conflicts
- Changing for change sake
- Attempting to fix business process
- Presuming other governmental agencies will not address local interests

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Key factors based on State Statutes-Rules

- Aggregate population of 30,000 or more (401.02)
- County Board Resolution (2905.0300)
- State Biannual Budget process
- Corrections Act Statutes (401.01-401.16)
- Probation Officers (244.19)



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Moving forward

The following should be considered if moving forward

- Educate stakeholders
- Develop the transition team
- Involve employee relations (transfer of staff)
- Prepare for financial needs
- Coordinate technology
- Programming and services
- Staffing assignments
- Review/develop policies and practices
- Plan for liabilities
- Communication plan

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County CCA Funding

Minnesota Department of Corrections			
Meeker County Community Supervision Funds			
January 23, 2019			
Estimated State Funds Spent in FY2018 (salaries & fringe):		Estimated CCA Subsidy Based on FY2019 Data/Funding:	
Estimated DOC Probation/Supervised Release Contributions FY2018 (2.3 Agents and .9 Support = 3.2 FTEs)	257,543	Base Funding Amount (calculated pursuant to the Laws of 2015)	299,692
ADD: Caseload Workload FY2018	53,165	Formula Amount	54,110
ADD: CPO Reimbursement CY2017	86,676		
NET Received by Meeker County	397,384	Annual CCA Subsidy for Meeker County	353,802

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CCA Staff Transition MS 401.04

Participating counties shall assume and take over state and local correctional services presently provided in counties, employment shall be given to those state and local officers, employees and agents thus displaced; if hired by a county, employment shall, to the extent possible and notwithstanding the provisions of any other law or ordinance to the contrary, be deemed a transfer in grade with all of the benefits enjoyed by such officer, employee or agent while in the service of the state or local correctional service.

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Contract County Costs

- Support staff not state employees
- Reimburse the State for total salary and employee expense costs
- County reimbursed up to 50 percent for probation officer/one director salary/fringe costs
- County still receives caseload workload funding
- FY 17 reimbursement percentage at 30.1 percent

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Probation Officers Transition MS 244.19

- No loss of salary, accrued vacation, and sick time
- Non competitive with other state agents
- Probation period of six months
- Retains seniority the employee had within the county probation office but is considered a new employee to the DOC.

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DOC Contract County Funding and Costs

Department of Corrections Contract Salary/Fringe Cost Estimate:

Meeker County CPO Positions	Salary/Fringe		Single/Family Health Care		Total	
	Min	Max	Min	Max	Min	Max
2.0 FTE Senior Corrections Agent		164,554	8,000	21,000	172,554	185,554
1.0 FTE Career Agent		90,818	8,000	21,000	98,818	111,818
* .25 FTE Supervisor/Lead Position estimated range	20,761	29,076	2,828	4,219	23,589	33,295
** 1.0 FTE Secretary Position	N/A					
				Total	294,961	330,667

*Supervisor/Lead: New position classification still needs to be determined. The position is estimated on Meeker County share of supervisory coverage for 3.0 Contract County Staff.

** Position remains a Meeker County employee.

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Thank you!

Our Mission: Reduce recidivism by promoting offender change through proven strategies during safe and secure incarceration and effective community supervision.

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Probation Cases Jan 1, 2018- Jan1, 2019:

	3 agents	TT's cases	Total	Plus Pretrial
1/1/18	315	38	353	104
2/1/18	309	42	351	106
3/1/18	313	45	358	124
4/1/18	303	45	348	123
5/1/18	315	45	360	112
6/1/18	311	46	357	115
7/1/18	319	45	364	112
8/1/18	310	50	360	121
9/1/18	303	52	355	116
10/1/18	299	53	352	118
11/1/18	312	50	362	109
12/1/18	310	49	359	111
1/1/19	308	47	355	119
Average	309.76	46.69	356.46	114.61

CARRIED 6-0

MEEKER COUNTY

STATE OF MINNESOTA

AMENDMENTS TO THE MEEKER COUNTY ZONING ORDINANCE

The Meeker County Planning Commission conducted a public hearing on January 15, 2019 at 5:15 p.m. in the Community Room of the Meeker County Courthouse and after due consideration, recommended that the following amendments to the Meeker County Zoning Ordinance and Meeker County Buffer Ordinance be approved by the Meeker County Board of Commissioners.

The Meeker County Board of Commissioners at their meeting on _____, 2019 at _____ a.m. in the Board Room of the Meeker County Courthouse, after due consideration approved the following amendments to the Meeker County Zoning Ordinance and Meeker County Buffer Ordinance, which amendments shall become effective immediately after publication.

Dated this ___ day of _____, ____

Chair, Board of County Commissioners

Recommended by: THE COUNTY PLANNING COMMISSION

JANUARY 15, 2019
Date

Greg Janz
Planning Commission Chair

Possible 2019 Zoning Ordinance Amendments

Please note any new text (with the exception of headers or titles) is shown in bold. Any proposed deleted text is struck out.

Additional Considerations

- Set a fee of \$121.50 plus all recording fees for setback waivers in regards to the administrative permit for a pole.
- Set a fee of \$150.00 for the administrative permit for long term recreational camper placement.
- Set a fee of \$150.00 for the administrative permit for a borrow pit.

Section 6A.02.G.7 (Article 6A, Page 7) – Change to read.

7. All decisions of the County Board in considering requests for Conditional Use Permits as provided by this Ordinance shall be final. Any aggrieved person or persons, or any department, board, or commission of the jurisdiction or of the state shall have the right to appeal the decision ~~to court. to the County District Court on questions of law and fact.~~ Said appeal shall be made **to the Minnesota Court of Appeals** within **sixty (60)** ~~thirty (30)~~ days after **receipt of notice of the final decision by the County Board.** ~~notice of the decision is delivered to the applicant and any other person who attends the public hearing or who otherwise requests notice and provides the Zoning Administrator with their name and address. Delivery of notice shall be complete upon mailing by first class, United States mail. Any person may waive their right to notice as provided herein.~~

Section 6A.03 (Article 6A, Page 7) – Change to read.

DENIAL AND RECONSIDERATION. ~~Whenever an application for a conditional use permit has been considered and denied by the County Board, the applicant may re-apply for a conditional use permit affecting substantially the same property within forty-five (45) days of the date of the original conditional use denial if, as determined by the Planning Commission, substantial changes are made to the application. An applicant wishing to re-apply with substantial changes to a conditional use application must do so with the Zoning Administrator. The process for re-applying for a conditional use permit shall require the applicant to follow all the procedures required for applying for such permit as specified in this Ordinance. An application for a conditional use permit affecting substantially the same property shall not be considered again by the Planning Commission or County Board for at least six (6) months from the date of its denial if, as determined by the Planning Commission, substantial changes are not made to the application. Any subsequent application affecting substantially the same property shall likewise not be considered again by the Planning Commission or County Board for an additional six (6) months from the date of the second denial unless a decision to reconsider such matter is made by not less than four-fifths (4/5) vote of the County Board. No application for a conditional use permit affecting substantially the same property for the same use shall be resubmitted for a period of six months from the date of said order of denial by the Meeker County Board of Commissioners. Conditional use permits shall be valid for twelve (12) months unless otherwise specified.~~

Section 11.04.B.I (Article 11, Page 9) – Change to read.

- H. Placement of a recreational camping vehicles as is stated in 11.06.U **after the expiration of an administrative permit.**

Section 11.06.A.1.b.1 (Article 11, Page 10) – Change to read.

A. Height.

1. No structure shall hereafter be erected or structurally altered to exceed thirty (30) feet in height, except that:
 - a. No height limitation shall be imposed for agricultural buildings under one hundred fifty (150) feet except where hazardous conditions may result (see Article 23, Section 23.02.15).
 - b. Any non-agricultural structure over thirty (30) feet in height shall require a conditional use permit.
 1. This provision shall not apply to wind turbines as defined in Sections 22.34 and 22.35 of the Meeker County Zoning Ordinance **and poles as discussed in 22.33.E of the Meeker County Zoning Ordinance.**

Section 11.05.U (Article 11, Page) – Change to Read

- U. Recreational Camping Vehicles/Storage of Recreational Camping Vehicles. Recreational camping vehicles shall be permitted only:
1. In established recreational camping areas; or
 2. Placed for storage on a lot that has an existing building eligibility.
 - a. A recreational camping vehicle, whether occupied or not, shall be permitted on a lot with an existing building eligibility for no more than thirty (30) continuous days **unless a permit is approved to allow for said placement.**
 - b. **A recreational camping vehicle shall be permitted to remain on a property with a building eligibility for more than thirty (30) days annually for a maximum of five (5) years with an administrative permit approved by the Meeker County Zoning Administrator. Said camper placement shall meet all required setbacks as per 22.21.1.e and all SSTS and well requirements as per Section 22.21.1.c. If an individual wishes to have a camper on their site for more than five (5) years they must apply for and be granted an interim use permit for said use prior to the expiration of their administrative permit.**
 - c. If any recreational camping vehicle, whether occupied or not, seeks to remain

on a lot with an existing building eligibility **beyond the first five (5) years as is allowed by an approved administrative permit in Article 22.21.1.b of the zoning ordinance** for more than thirty (30) continuous days **annually**, then the owner of the vehicle must obtain an Interim Use Permit.

Section 13.02.1.c (Article 13, Page 2) – R-1 Interim Uses - Change to Read

- C. Placement of a recreational camping vehicles as is stated in Section 22.21.1 after the expiration of an administrative permit. ~~A recreational camping vehicle that will be placed on a lot at least 30 days during the season from April 1 through October 31, inclusive.~~

Section 14.02.1.c (Article 14, Page 2) – R-2 Interim Uses - Change to Read

- C. Placement of a recreational camping vehicles as is stated in Section 22.21.1 after the expiration of an administrative permit. ~~A recreational camping vehicle that will be placed on a lot at least 30 days during the season from April 1 through October 31, inclusive.~~

Section 22.15.A.2 (Section 22, Page 58)- Add new

- 2. **An Interim Use Permit shall not be required for the operation of a borrow pit utilized in conjunction with a Federal, State or Local road construction project. Said borrow pit shall be open no longer than six (6) months, the borrow pit shall meet all of the requirements of Section 22.15 of the Meeker County Zoning Ordinance and the applicant shall complete and submit all of the information required in the Meeker County Mining and Reclamation Permit Application portion of the zoning ordinance a minimum of twenty (20) business days prior to commencing operation of said borrow pit.**

**** Renumber all subsequent portions of Section 22.15.**

Section 22.21.1 (Article 22, Page 91) – Change To Read

Section 22.21.1. Recreational Camping Vehicles/Storage of Recreational Camping Vehicles.
Recreational camping vehicles shall be permitted only:

- 3. In established recreational camping areas; or
- 4. ~~Placed for storage~~ **Stored** on a lot that has an existing building eligibility.
 - a. A recreational camping vehicle, whether occupied or not, shall be permitted on a lot with an existing building eligibility for no more than thirty (30) days **unless a permit is approved to allow for said placement.**
 - b. **A recreational camping vehicle shall be permitted to remain on a property with a building eligibility for more than thirty (30) days annually for a maximum of five (5) years with an administrative permit**

approved by the Meeker County Zoning Administrator or their designee. Said camper placement shall meet all required setbacks as per 22.21.1.e. All SSTS and well requirements as per Section 22.21.1.c shall be followed. If an individual proposes to have continued placement of said camper on their site beyond the five (5) years approved administratively they must apply for and be granted a interim use permit for said use prior to the expiration of their administrative permit.

- c. If any recreational camping vehicle, whether occupied or not, seeks to remain on a lot with an existing building eligibility for more than thirty (30) days annually **beyond the first five (5) years as is allowed by an approved administrative permit in Article 22.21.1.b of the zoning ordinance** the owner of the vehicle must obtain an Interim Use Permit. On any lot with a domestic water well a Type I, II or III SSTS system or holding tank must be installed to serve said recreational camping vehicle unless it is conclusively shown that a septic system cannot be installed due to site limitations.
- d. Storage of recreation camping vehicles. No more than one (1) recreational camping vehicle, as defined in Section 23.97, may be stored outside for another person on **any each lot and may remain on said lot for storage** ~~An unoccupied recreational camping vehicle stored outside may remain no longer than thirty (30) continuous days yearly. on a lot unless owned by the lot owner.~~ **Long term storage of one (1) a recreational camping vehicle shall only be permitted on a lot that has an existing dwelling on it and said recreational camping vehicle must be owned by the owner of said dwelling.** A recreational camping vehicle shall not be considered or utilized as an accessory, structure or facility.
- e. Occupied and/or unoccupied recreational camping vehicles, while not considered structures, shall be placed where they meet all structure setbacks and/or are no closer to any lot line or road than the existing dwelling, whichever is less, except in permitted recreational camping areas.

Section 22.33.E (Article 22, Page 120) – Add New

E. Poles less than or equal to 130 feet in height in the A-1 agricultural preservation district. The Zoning Administrator may issue an administrative permit for any pole structure equal to or less than 130 feet in height in the A-1 Agricultural Preservation District. Said pole must be setback the height of the pole plus ten (10) feet from all existing one (1) or two (2) family dwelling units, side lot lines and rear lot lines unless a waiver to said setbacks have been signed and recorded by all affected property owners. Said pole shall be located outside of all road rights of way. An application for a pole administrative permit must include a site sketch or, if required by the Zoning Administrator, a survey completed by a licensed land surveyor that shows setback requirements are satisfied; engineering for wind load; and sufficient structural information to allow for the issuance of a building permit. If the Zoning Administrator finds that the information submitted does not properly address all of the requirements of this chapter, he or she may require a conditional use permit upon providing the applicant a written summary of the

reasons for this finding. No poles of this nature shall be permitted within the Shoreland District. Said pole shall be removed from any site after a maximum of twelve (12) months on non-use for its intended purpose.

F E. Personal Towers and Antennas. Personal towers and antennas are permitted in all districts, except Residential Districts where a Conditional Use Permit is required if the top of the tower and/or antennae is more than 40 feet in height, and shall not require any permit provided the following standards are met:

1. Any personal tower and/or antenna not located on a building shall be located in the lot no closer to any property line than the height of the tower plus ten (10) feet. The total height of the structure shall include the total vertical height of a tower, antenna or tower and antenna connected or mounted together.
2. Any personal tower, antenna or personal tower and antenna connected or mounted together located in a residential district shall not exceed forty (40) feet in total vertical height as measured from ground level. The total height of a tower, antenna or tower and antenna connected or mounted together on a building shall include the vertical height of the said tower, antenna or connected tower and antenna and the vertical height of the building to ground level from where the said tower, antenna or connected tower and antenna is mounted to the building.

Section 23.89.2 (Article 23, Page 21) – Add New

Section 23.89.2. POLE. A long, slender, rounded piece of wood or metal, typically used with one end placed in the ground as a support for something.

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

CARRIED 6-0

APPLICATION APPLIED FOR: CONDITIONAL USE PERMIT
 INTERIM USE PERMIT

Parcel # 08-0463-000 Fee \$496. Number 14983 Date 10-11-2018

Applicant Phone Number 320-282-0648

Site Address: 65550 210th St. Litchfield, MN

Applicant Name: Mike Wichman

Address: 12282 150th St. Hutchinson, MN 55350

Owner Name: Scott & Tina Becker

Address: 65550 210th St. Litchfield, MN

Legal Description of Property:

SUNNY

Lot 5, Shady Wood, Lake Manuella

Detailed Description of the Application: Booster walls installed facing timber walls & steps

Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

* Requesting 18 months to start.
Reason for requesting the proposed application:

Signatures:

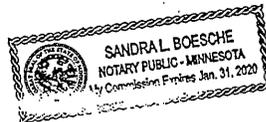
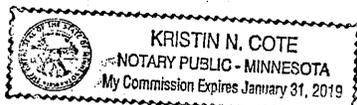
[Signature]
Applicant

[Signature]
Property Owner

Mineral Rights Owner

Sandra Boesche - Scott Becker signature

Kristin N. Cote
Notary Public



PUBLIC HEARING Township Litchfield Location Meeker Co. Ctouse

Date 1/15/19 Notice Published 1/2/19 Property Owners 40

Municipalities Notified MN DNR, Ellsworth TWP, Darwin TWP,
Lake Manuella Assoc., Lake Stella Assoc., Commissioners Larson

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

CARRIED 6-0

APPLICATION APPLIED FOR: _____ CONDITIONAL USE PERMIT X INTERIM USE PERMIT

Parcel # 07-0063000 Fee \$546 Number 14982 Date 12/10/2018

Applicant Phone Number 320-894-8416

Lindberg Exc. Inc 895 Reardon Ave SW CoKato MN 55321
Name of Applicant Address City/State/Zip Code

Lindberg Exc. Inc 895 Reardon Ave SW CoKato MN 55321
Name of Property Owner Address City/State/Zip Code

Lindberg Exc. Inc 895 Reardon Ave SW CoKato MN 55321
Name of Mineral Rights Owner Address City/State/Zip Code

Legal Description of Property: See attached Survey

Detailed Description of the Application: To mine Rock + Sand and Wash For purpose
To have Septic Rock + Sand, $\frac{3}{4}$ " Radon rock for new home code.
no dewatering.

Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: To continue mining this pit that had a
interim use permit that expired when we bought Pit from Steve Johnson 11-26-18

Signatures:

Applicant Walter Lindberg President _____
Property Owner Mineral Rights Owner

Kristin N. Cote
Notary Public



PUBLIC HEARING Township Litchfield Location Meeker Co. Ctouse

Date 1/15/19 Notice Published 1/2/19 Property Owners 28

Municipalities Notified MN DNR, Dassel Twp, Kingston Twp, Lake ARVILLA,
Commissioner Hausman, Phil Schmalz; Hwy ENQ.

Planning Commission Recommendation:

See Attached

Date 1/15/19

Chair Greg Jones

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT

X INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on FEBRUARY 5, 2019

County Board Action:

The findings and recommendation of the Planning Commission are hereby adopted and the application is:

approved denied

The findings and recommendation of the Planning Commission are hereby overruled and the application is:

approved denied

The Board makes its finding as indicated on the attached Exhibit A.

The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

approved denied

Vote: For Against

Action taken this day of , 20

By: Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this day of , 20

by Chairman of the Meeker County Board of Commissioners on behalf of Meeker County.

Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Surveyed Description

That part of the Southwest Quarter of the Northeast Quarter, Section 4, Township 119, Range 29, Meeker County, Minnesota, described as follows; Commencing at the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence on an a bearing of South 54 degrees 17 minutes 50 seconds West, bearings based on the Meeker County Coordinate System NAD83 2011 adjustment, a distance of 474.53 feet to the point of beginning of the tract to be described; thence South 78 degrees 23 minutes 33 seconds West, 273.00 feet; thence South 41 degrees 20 minutes 11 seconds West, 354.19 feet; thence South 23 degrees 10 minutes 19 seconds East, 358.36 feet; thence North 89 degrees 19 minutes 07 seconds West, 187.33 feet; thence South 34 degrees 26 minutes 44 seconds West, 253.25 feet; thence North 86 degrees 29 minutes 03 seconds East, 590.46 feet; thence North 20 degrees 02 minutes 03 seconds East, 250.34 feet; thence North 08 degrees 15 minutes 10 seconds West, 240.25 feet; thence North 08 degrees 13 minutes 33 seconds East, 351.39 feet to the point of beginning.

Containing 7.69 Acres, more or less.

Subject to easements of record.

Subject to any and all enforceable restrictive covenants.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.

D. Huhn

Doug Huhn

Registration No. 43808 - In the State of Minnesota

EXHIBIT A

Approve an Interim Use Permit Application to mine and process aggregate material with the conditions that:

1. The hours of operation on this site are 6 a.m. to 9 p.m., Monday through Friday and 6 a.m. to 6 p.m. on Saturdays, and no operation on Sunday and holidays.
2. This permit shall expire in six (6) years from the date of the County Commissioners final approval of this Interim Use Permit with an inspection done by Meeker County Planning and Zoning, which shall occur at approximately three (3) years or mid-point of the duration of the permit, whichever is least.
3. Dust control measures must be implemented on this site to minimize dust.
4. The preferred hauling route for all trucks and vehicles entering and exiting shall be using the township road traveling east to MN Hwy #15.
5. Within 1 year after the operation ceases and the permit expires the applicant must have the site completely rehabilitated according to the reclamation plan unless the applicant has made application for renewal of the permit before the existing permit has expired.
6. Dust control measures must be implemented on haul roads.
7. The applicant must participate in road maintenance on the haul roads when hauling out of this pit.
8. Applicant must comply with the all MPCA noise standards, which are 65 decibels during daytime use and 55 decibels during nighttime use.
9. A berm must be maintained between the pit area and the wetland to prevent water from running out of the pit area into the wetland area.

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

8. 23. 2018
CARRIED 6-0

APPLICATION APPLIED FOR: _____ CONDITIONAL USE PERMIT

INTERIM USE PERMIT

Parcel # 16-0212000 Fee 496.00 Number 14979 Date 12/7/18

Applicant Phone Number 320-857-2738 Cell = 320-282-4132

Site Address: 52722 295th St. Grove City

Applicant Name: Andy + Bernice Hedtke (Hedtke Barn)

Address: same

Owner Name: same

Address: same

Legal Description of Property: sect-28 TWP-120 Rang-32 PT SE 1/4 NW 1/4
By SW corer E 460' NW 585, 14' W 449.07 SE 585'

Detailed Description of the Application: Use of the barn for wedding,
anniversaries

Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: _____

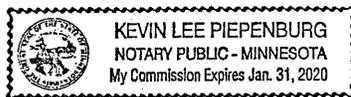
Signatures:

Bernadette Hedtke
Applicant

Bernadette Hedtke
Property Owner

Mineral Rights Owner

Kevin Lee Piepenburg
Notary Public



PUBLIC HEARING Township Litchfield Location Meeker Co. Courthouse

Date 1/15/19 Notice Published 1/2/19 Property Owners 11

Municipalities Notified MN DNR, SWEDEN GROVE TWP., ACTON TWP.,

City of Grove City, Commissioner Schmitt.

Planning Commission Recommendation:

See Attached Exhibit B

Date 1/15/19

Chair Greg Jans

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

CONDITIONAL USE PERMIT

X INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on February 5, 2019

County Board Action:

The findings and recommendation of the Planning Commission are hereby adopted and the application is:

approved denied

The findings and recommendation of the Planning Commission are hereby overruled and the application is:

approved denied

The Board makes its finding as indicated on the attached Exhibit A.

The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

approved denied

Vote: For Against

Action taken this day of, 20

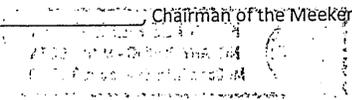
By: Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this day of, 20

by Chairman of the Meeker County Board of Commissioners on

behalf of Meeker County.



Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Schedule A Legal Description

That part of the E½ of NW¼, Section 28, Township 120 North, Range 32 West, described as follows: Beginning at the SW corner of said E½ of NW¼, thence on an assumed bearing of East, along the South line of said E½ of NW¼, a distance of 460.00 feet; thence on a bearing of N 1°14'20" W, 585.14 feet; thence on a bearing of West, 449.07 feet to the West line of said E½ of NW¼; thence on a bearing of S 0°10'00" E, along last said line, 585.00 feet to the point of beginning, containing 6.10 acres more or less. Subject to the rights of the public in township road. Together with Easements as reserved in Warranty Deed, dated October 23, 1987, recorded October 23, 1987 in Book 566, Page 353-354.

EXHIBIT B

Approve an Interim Use Permit Application to operate a rural tourism business on a property in an A-1 Agricultural Preservation District with the conditions that:

1. Applicant shall meet all Building Code requirements, including but not limited to accessibility, for the proposed use of this structure prior to commencing activities within this structure.
2. Activities shall be limited to the items listed as part of this application and Article 22.21.2.C of the Meeker County Zoning Ordinance
3. This permit shall expire ten (10) years from the date of final approval of this application by the Meeker County Board of Commissioners.
4. There shall be no on street parking allowed, off street parking shall be provided.
5. Applicant shall follow all Federal, State, and Local rules, regulations and ordinances in regards to the operation of this facility.

**EMPLOYMENT AGREEMENT
LAKE KORONIS REGIONAL CAMPGROUND HOST**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the County of Meeker, State of Minnesota, a municipal corporation (the “County”), and Lynn & John Otteson (the “Camp Ground Host”).

WITNESSETH:

WHEREAS, the County desires to employ the services of Lynn & John Otteson as the Lake Koronis Regional Park Camp Ground Host (“Camp Ground Host”), as provided by the Lake Koronis Regional Park Joint Powers Agreement; and

WHEREAS, it is the desire of the County to provide certain benefits, establish certain conditions of employment, and to set working conditions for the Camp Ground Host, who are acting in said capacity jointly; and

WHEREAS, it is the desire of the County to 1) secure and retain the services of the Camp Ground Host and to provide inducement for the Camp Ground Host to remain in such employment; 2) to provide a just means for terminating the Camp Ground Hosts’ services at such time as he may be unable to fully discharge their duties or when the County may otherwise desire to terminate the employment; and

WHEREAS, the Camp Ground Host desires to accept employment as the Campground Host, acting in said capacity jointly.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

The County hereby agrees to employ Lynn & John Otteson as the Campground Host to perform the functions and duties specified herein and to perform other legally permissible, proper duties and functions as the County shall from time to time assign the Campground Host. The Camp Ground Host shall receive work direction from the Camp Ground Managers and be subject to supervision by the Meeker County Park Superintendent. The Campground Host shall be responsible for, but not limited to the following duties:

- Every other weekend, holidays and holiday weekends assist Camp Ground Managers with checking in guests, taking reservations, escorting guests to campsite, delivering firewood, performing camp ground patrol and cleaning showers/bathrooms.
- Mondays, Thursdays and Fridays following weekends off clean and restock shower and rest rooms in the morning and recheck in the afternoons.
- Hours and duties can be adjusted to suit both the Camp Ground Host and Managers schedules contingent upon Park Superintendent approval.
- Performs other duties as assigned by Park Superintendent.

The Camp Ground Host is responsible for completing the tasks in a timely manner and performing tasks in a competent manner. These tasks include, but are not limited to: appropriately addressing and interacting with other County employees, the Camp Ground Manager(s), and the general public. This position requires individual recognition of where and what tasks need to be performed. The position requires interpersonal contact with the Camp Ground Managers of Lake Koronis Regional Park and Park Maintenance Worker, the users and guests of the park. The position requires recognition of problem areas and resolution of same.

Section 2: Term

- A. The Camp Ground Host are classified as “at will” employees, subject to Veteran Preference Rights, if applicable.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Camp Ground Host to resign at any time from their position with the County. In order to resign in good standing with the County, two weeks notice is required.
- C. This agreement shall commence on May 1st, 2019, and shall continue to September 30, 2019.

Section 3: Hours of Work

The position of Camp Ground Host is seasonal in nature. It will be necessary to be on-site every other weekend, holidays, holiday weekends and Mondays, Thursdays and Fridays following weekends off (May 1st through September 30th) or make arrangements with the Camp Ground Managers or Park Superintendent to be off-site. Camp Ground Hosts are considered exempt and do not qualify for over-time.

Section 4: Salary

The County agrees to pay the Camp Ground Host \$200.00 per month. Camp Ground Host will be paid monthly and are entitled to payment for services rendered for the five (5) month period of May 1st to September 30th. Also, as part of the Camp Ground Host compensation for hours worked, the County will provide a camp ground site which includes utilities. The campsite will be available to Camp Ground Host from May 1, 2019 through September 30th, 2019 as long as the terms of this Agreement are met.

Section 5: Termination and Severance Pay

If the County elects to terminate this Agreement prior to September 30, 2019, the County will pay Camp Ground Host one-month pay from the date of the Camp Ground Host last working day.

Section 6: Disability

The County's personnel policy regarding disability applies to the Camp Ground Host. If the Camp Ground Host is permanently disabled or is otherwise unable to perform the duties of the job because of sickness, illness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks, the County shall have the option to terminate this agreement, subject to the terms of any state or federal law relating to disability or medical leave.

Section 7: Automobile and Tools, Equipment and Supplies

The County may elect to furnish transportation for use by the Camp Ground Host. If not, the Camp Ground Host shall furnish his own transportation and shall be reimbursed for mileage pursuant to the mileage rate established by the County's non-contract employees, as from time to time amended. The Camp Ground Host shall be responsible for paying for liability, property damage, and comprehensive damage insurance and for the purchase, operation, maintenance, repair, and regular replacement of said motor vehicle. The Camp Ground Host shall be responsible for any personal income tax ramifications associated with the use of his personally-owned transportation.

The County provides equipment and tools for the Camp Ground Host to use in the performance of the duties hereinabove described. The Camp Ground Host shall ensure that a proper inventory of said tools, equipment, and supplies are maintained and that all items are returned to the County upon termination of this agreement.

The Camp Ground Host may use his own tools and equipment in the performance of the duties required. The Camp Ground Host shall be responsible for all damage, repairs, or other loss associated with the use of the equipment unless the Park Board, in its sole discretion, approves reimbursement. The Camp Ground Host must make a specific request for reimbursement and provide such other information as the Park Board requires. All decisions by the Park Board shall be final.

Section 8: Vacation and Sick Leave

The County Personnel Policies notwithstanding, the Camp Ground Host do not accrue, nor are entitled to, any compensation for sick leave and vacation.

Section 9: Disability, Health and Life Insurance

The Camp Ground Host are not eligible for County health insurance or other County Group benefits.

Section 10: General Expenses

The County recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by the Camp Ground Host, and hereby agrees to reimburse or to pay said general expenses. Under normal

circumstances the Camp Ground Host are required to receive prior authorization from Park Superintendent to make work related expenditures.

Section 11: Other Terms and Conditions of Employment

The Park Board, in consultation with the Campground Host, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Camp Ground Host, provided such terms and conditions are not inconsistent with or conflict with the provisions of this agreement or any other law.

Section 12: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

THE COUNTY: Meeker County Park Superintendent, 114 N. Holcombe Ave., Litchfield, MN 55355; and

THE CAMP GROUND HOST: Lynn and John Otteson
PO Box 292
Silver Lake, MN 55381

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable in civil actions. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 13: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Camp Ground Host.
- C. This agreement shall become effective commencing May 1st, 2019.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 14: Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, performance under it, and the legal relations between the County and the Camp Ground Managers. The appropriate venue and jurisdiction for any litigation shall be Meeker County District Court. Litigation, however, in federal court involving the Camp Ground Managers and the County will be in the appropriate federal court in the State of Minnesota. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

IN WITNESS THEREOF, the County of Meeker and the Camp Ground Host have caused this agreement to be signed and executed, both in duplicate, the day and year first above written.

CAMP GROUND HOST:

MEEKER COUNTY

Campground Host(s)

By: _____
County Administrator

By: _____
Chairperson of the County Board

APPROVED AS TO FORM AND EXECUTION.

By: _____
Meeker County Attorney

Meeker County Park House Rental Lease Agreement

This lease is dated _____ 2019, by and between the Landlord and Tenants to rent the House located at 51625 CSAH 20, Paynesville, Minnesota 56362 and described below. The word **Landlord** as used in the Lease means Meeker County, and the Landlord's address is 325 North Sibley Avenue, Litchfield, Minnesota 55355. The word **Tenants** as used in this Lease includes all household tenants as listed below:

Robert and Rebecca Schmitt

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenants if either one of them does not comply with this Lease.

1. **Description:** The House is situated at 51625 CSAH 20, Paynesville, Minnesota 56362. It is located within the confines of the Koronis Regional Park.
2. **Term of Lease:** This Lease is for the period March 1, 2019 to February 28, 2020.
3. **Rent:**
Amount: Rent is inclusive as part of Tenants' employment with Meeker County.
4. **Quiet Enjoyment:** Unless otherwise specified below, subject to the terms of this Lease, if Tenants maintain employment with Meeker County as Campground Managers comply with all other terms of this Lease, Tenants may use the house for the term of this Lease.
5. **Use of Home:** The House shall be used only as a private residence and for no other purpose. The Tenants may not use the House for any unlawful activity. The Tenants may not use the House for the purpose of carrying on any business, profession, or trade. Tenants promise that the House and the property on which the House is located will not be used by the Tenants or others acting under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, delivery exchange, or distribute a controlled substance in violation of any local, state, or federal law. The Tenants shall not act in a loud, boisterous, unruly, or thoughtless manner or disturb the rights of others to peace and quiet. The Tenants shall obtain permission from the Landlord for having any pets on the premise. Tenants must comply with all Federal Occupancy Guidelines.
6. **Right of Entry:** Landlord and Landlord's agents may enter the House for a reasonable business purpose. Landlord first must make a good faith effort to give Tenants reasonable notice of intent to enter. Landlord may enter the House in an emergency. Landlord must disclose the date, time, and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the House. In addition, the Landlord may show the House to possible or new Tenants at reasonable hours during the last sixty (60) days of the Lease term.
7. **Assignment and Subletting:** Tenants may not assign this Lease, may not lease the House to anyone else (sublet), may not sell this Lease, or permit any other persons to use the House without the prior written consent from the Landlord. If Tenants do so, Landlord may terminate this Lease. Any assignment or sublet made without Landlord's written consent will not be effective. Tenants must seek and obtain Landlord's written permission each time Tenants want to assign or sublet. Landlord's permission is good only for that specific assignment or sublease, and no others.
8. **Utilities:** Tenants shall pay for all utilities, excluding garbage service, provided to the House, and must notify utility providers of move-in date.

9. **Maintenance & Repair:**
- a. By Landlord: Landlord promises (1) that the House is fit for use as a residence; (2) to keep the House in reasonable repair during the term of the Lease, except when the damage is caused by the intentional or negligent action of the Tenants or Tenant's guests; and (3) to maintain the House in compliance with the applicable health and safety laws except where the violation is caused the Tenants or Tenant's guests.
 - b. By Tenant: Tenants promises, at Tenant's expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the Tenants or the Tenant's family, agent or guests. Tenants shall comply with all the sanitary laws affecting the cleanliness, occupancy and preservation of the House, except where the Landlord is required by law to comply with the sanitary laws (See Minnesota Statute, Section 504.18). It is the Tenant's responsibility to provide maintenance, service for day-to-day upkeep and normal wear and tear for minor maintenance. Landlord may reimburse Tenants for materials, labor is inclusive with Tenants' employment contract with Meeker County.
10. **Alterations:** Tenants must obtain the Landlord's prior written consent to install flooring or partitions, or to make alterations or to paint or wallpaper the House, or any major alterations to the House. Tenants must not change the heating, electrical, plumbing, ventilation, or air conditioning without the prior written consent of the Landlord.
11. **Liability:** Landlord is not responsible for any damage or injury that is done to Tenants or his/her property caused by fire, water, explosion, or any other cause in the House. Landlord is not responsible for loss of any Tenants property in the House or the building by theft or other cause. Tenants must provide proof of insurance, such as renter's insurance, that covers Tenants' property within the home and liability coverage.
12. **Termination:** If the County terminates the Tenants' employment prior to October 15, 2019, the Tenants shall receive a fifteen-day notice to vacate the House, unless mutually agreed to otherwise. If the County terminates the Tenants' employment after October 15, 2019, the Tenants shall receive a thirty-day notice to vacate the House. If the County terminates the Lease Agreement in the off-season (October 16, 2019 through March 14, 2020), the County will provide a thirty-day written notice for the Tenants to vacate the house. If the Tenants terminate employment, the Tenants shall vacate the House within fifteen days of the last day of employment.
13. **Surrender of Premises:** When Tenants move out, Tenants shall leave the House in the condition existing when the Lease began, with the exception of reasonable wear and tear. For any damage to the House that exceeds reasonable wear and tear, the costs associated to repair the damage are the responsibility of the Tenants.
14. **Abandonment:** If Tenants move out of the House before the end of this Lease, Landlord may recover position of the House. If Landlord recovers possession of the House after Tenants move out, and if Tenants left behind any personal property, then Landlord may consider Tenants personal property in the House to also have been abandoned. Landlord may then dispose of the personal property in any manner that that Landlord deems proper. Landlord shall not be liable to Tenants for disposing of the personal property.
15. **Damage to House:** If the house is destroyed or damaged not due to the fault of Tenants or Tenant's guests, and the House is unfit for use as a residence, Landlord may terminate this Lease immediately and may decide not to rebuild or repair the House. If the House is destroyed or is damaged excessively due to the fault of the Tenants or Tenants' guest(s), the Landlord may terminate this Lease.
16. **Default:** If Tenants do not fulfill the terms of the employment, or if Tenants violate a term of this Lease, Landlord may terminate this Lease. Tenants will have no further right to possess or use the House. Tenants' default will not in any way terminate Tenants' obligations to Landlord under this Lease. If contraband or a controlled substance manufactured, distributed, or acquired in violation of Minnesota Law is seized in the House or on the property on which the House is located incident to a lawful search or arrest,

and if Tenant has no defense under Minnesota Statutes Section 609.5317, Tenants shall have no further right to possession of the House.

17. **Notice:** A notice or demand mailed to or handed to any one of the Tenants named below is notice to all Tenants.

18. **Lead Paint Warning and Disclosure – Houses Built Prior to 1978:** Homes built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

19. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on/in the House (If none, state “none”) _____

20. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and available to Landlord pertaining to lead-based paint or lead-based paint hazards on/in the House (if no such records or reports are available to Landlord, state “none”) _____

21. **Tenant’s Acknowledgement.** Tenant has received the records or reports noted in paragraph 20, above and a copy of the pamphlet, Protect Your Family from lead in Your Home, EPA publication EPA747-K-94-001.

Tenant’s initials: _____

22. **Landlord’s Acknowledgment.** Landlord understands its obligations under 42 U.S.C. 4852(d) and is aware of its obligations to ensure compliance.

Landlord’s initials: _____

By signing below, Landlord and Tenants certify the accuracy of the statements in the above paragraphs.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

LANDLORD AND TENANTS AGREE TO THE TERMS OF THIS LEASE

Landlord Date

Tenant Date

Tenant Date

COPY

**RESOLUTION OF THE MEEKER COUNTY BOARD OF COMMISSIONERS
MnDOT DETOUR AGREEMENT NO. 1032551
RESOLUTION #2019-03**

IT IS RESOLVED that Meeker County enter into MnDOT Agreement No. 1032551 with the State of Minnesota, Department of Transportation for the following purposes: SEAL

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway (C.S.A.H.) No. 34 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. (T.H.) No. 12 from 4th Street East to Depot Street in Litchfield under State Project No. 4704-89 (T.H. 12=012); and on T.H. No. 12/22 from Depot Street to Holcombe Avenue in Litchfield under State Project No. 4705-47 (T.H. 12=012); and on T.H. No. 22 from Commercial Street to Depot Street in Litchfield under State Project No. 4709-32 (T.H. 22=022).

IT IS FURTHER RESOLVED that the Meeker County Highway Engineer and the County Board Chairperson are authorized to execute the Agreement and any amendments to the Agreement.

WHEREUPON the above resolution was adopted at a regular meeting of the Meeker County Board of Commissioners this 5th day of February, 2019.

By: _____
Mike Housman, Meeker County Board Chair

Attest: _____
Paul J. Virnig, County Board Clerk

STATE OF MINNESOTA

MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker county at a regular meeting thereof held on the 5th day of February, 2019 at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 5th day of February, 2019, and have hereunto affixed the seal of the County.

County Board Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
MEEKER COUNTY
DETOUR AGREEMENT**

COPY

For Trunk Highway No. 12/22 Detour

State Project Number (S.P.):	<u>4704-89</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>12=012</u>	<u>\$22,500.18</u>
State Project Number (S.P.):	<u>4705-47</u>	
Trunk Highway Number (T.H.):	<u>12=012</u>	
State Project Number (S.P.):	<u>4709-32</u>	
Trunk Highway Number (T.H.):	<u>22=022</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Meeker County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform grading, concrete and bituminous paving, ADA improvements, lighting and signal construction upon, along and adjacent to Trunk Highway (T.H.) No. 12 from 4th Street East to Depot Street in Litchfield under State Project No. 4704-89 (T.H. 12=012); and on T.H. No. 12/22 from Depot Street to Holcombe Avenue in Litchfield under State Project No. 4705-47 (T.H. 12=012); and on T.H. No. 22 from Commercial Street to Depot Street in Litchfield under State Project No. 4709-32 (T.H. 22=022) and
2. The State requires a detour to carry T.H. No. 12/22 traffic on County State Aid Highway (CSAH) No. 34 during the construction; and
3. The County is willing to maintain the T.H. No. 12/22 detour located on CSAH 34; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1 Detour.

- A. **Location.** The State will establish the T.H. 12/22 detour route on the following County road as detailed in the project plans or Special Provisions:
C.S.A.H. 34 for a total distance of 1.70 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States obligation over Article 3.3B, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route. The County will not permit any over-dimension or overweight loads on the detour route.
- D. *Traffic Control Devices.*** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- E. *Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 *Maintenance.* The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Hutchison.

- A. *County's Failure to Adequately Maintain.*** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 12/22 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3 *Basis of State Cost.*

- A. *Road Life Consumed.*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- i.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- ii.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. *Maintenance Costs.*

The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the county roads are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. *Payment*

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1 *For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 34	0.00513	10,000	1.70	120	\$10,465.20
				Road Life Consumed Amount	\$10,465.20

3.2 For Maintenance. \$12,034.98 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3 Total Payment and Maximum Obligation.

A. \$22,500.18 is the State's estimated payment for road life consumed (\$10,465.20) and maintenance (\$12,034.98).

B. \$57,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4 Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 12/22 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

Name/Title: Ronald Mortensen, Cooperative Agreements, D8 Willmar (or successor)
 Address: 2505 Transportation Road, Willmar, MN 56201
 Telephone: (320) 214-6399
 E-Mail: ronald.mortensen@state.mn.us

5.2 The County's Authorized Representative will be:

Name/Title: Phillip Schmalz, County Engineer (or successor)
 Address: 422 South Johnson Drive, Litchfield, MN 55355
 Telephone: (320) 693-5360
 E-Mail: phillip.schmalz@co.meeker.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1 By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2 Termination for Insufficient Funding.** The State may immediately terminate this Agreement 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 County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- 11.3 Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

MEEKER COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MEEKER COUNTY AUDITOR

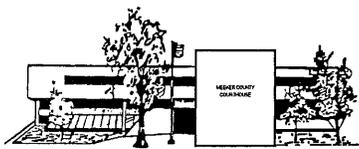
325 Sibley Avenue N.

Litchfield, MN 55355

Phone: (320) 693-5212 Fax: (320) 693-5444

BARBARA LOCH
County Auditor

PIXIE MUMFORD
Property Records Specialist



To: County Board of Commissioners

From: Barbara Loch 

Date: January 31, 2019

RE: Parcel 07-0015000 at 27381 742nd Ave Dassel

Before the board is a request from the landowner, Scott D Peterson, to repurchase above referenced property.

This property forfeited to the state of Minnesota on July 31, 2018. The landowner had not made tax payments for years 2012 through 2017 and was no longer taking mail at the address on file in our office.

The property is very overgrown with a camper trailer that was unused for years. The county proceeded to rough clean the property in October of 2018. Total cost was \$1,124.95.

Our office has received numerous calls regarding the lack of maintenance and showing interest in the process to have this property sold on a forfeit property auction.

anytime after the forfeiture. If the parcel is sold or conveyed, the privilege of repurchasing automatically ends at the time of the sale or conveyance.

County Board Approval

The property owner or taxpayer does not have a right to repurchase. The property owner or taxpayer has the privilege of submitting a written application to the county board, requesting to repurchase a parcel of tax-forfeited land. The county board by resolution has the authority and responsibility to approve or disapprove any written request for repurchase. This is in contrast to a redemption which is the right of the property owner or taxpayer.⁶⁶⁴

The county board's approval is to be given only if at least one of the following conditions is determined to be true.

1. The county board determines that undue hardship or injustice resulting from the tax forfeiture will be corrected by the repurchase.
2. The county board determines the repurchase will best serve the public interest.

Impose Conditions Limiting Useⁱⁱ

The county auditor, with county board approval, may impose conditions on the repurchase of a parcel of tax-forfeited land, limiting the use of the parcel. Such conditions may include, but are not limited to, environmental remediation action plan restrictions or covenants, or easements for lines or equipment for telephone, electric power, or telecommunications.⁶⁶⁵

Reinstate Cancelled Special Assessments

As part of a repurchase, the county auditor reinstates all delinquent special assessments which were cancelled at the time of the forfeiture as part of the total delinquent tax amount.⁶⁶⁶

The cancelled special assessments which must be reinstated include all special assessments levied before the forfeiture and scheduled to be paid in past years, the current year, or in future

 **NOTE**

The county board by resolution should establish when a sale or conveyance officially takes place. This will be the time after which no written application for repurchase will be considered. It could be the date when the county board resolution approved the sale or conveyance of the parcel. It could be a specific number of days before the date of the sale or conveyance. It could also be the date of the sale or conveyance.

⁶⁶⁴ Minn. Stat. 282.241; Op. Atty. Gen., 425c-13, April 6, 1977.

⁶⁶⁵ Minn. Stat. 282.261, subd. 5.

⁶⁶⁶ Minn. Stat. 282.251.

years along with the portion of the penalties, costs, and accrued interest attributable to those cancelled special assessments.⁶⁶⁷

Compute Special Assessments not Levied

As part of a repurchase, the county auditor computes all special assessments which would have been levied and assessed on a parcel between the date of the forfeiture and the date of repurchase and would have been payable prior to the calendar year when the repurchase is approved.⁶⁶⁸

Reinstate Cancelled Taxes

As part of a repurchase, the county auditor reinstates all real property taxes which were cancelled at the time of the forfeiture as part of the total delinquent tax amount.⁶⁶⁹

The cancelled taxes which must be reinstated include all delinquent real property taxes and the portion of the penalties, costs, and accrued interest attributable to the taxes. The cancelled taxes also include the current taxes and any penalties due in the calendar year of the forfeiture.⁶⁷⁰

Compute Taxes not Levied

As part of a repurchase, the county auditor computes the total amount of real property taxes which would have been assessed and levied on the parcel and the penalties, costs, and interest which would have accrued on those taxes for the taxes payable year following the year of the forfeiture and for all subsequent taxes payable years through the year of repurchase.

Compute Additional Costs and Interest

As part of a repurchase, the county auditor computes the total amount of additional costs and interest which would have accrued on the delinquent real property taxes and special assessments which were cancelled at the time of tax forfeiture. This includes the costs and interest which would have accrued between the date of the forfeiture and the date of the repurchase.⁶⁷¹

Basic Repurchase Price

Repurchase of Nonconservation Land

The property owner or taxpayer who wants to repurchase a parcel of tax-forfeited land classified as nonconservation land must pay the basic repurchase price. The basic repurchase price is equal to the sum of the real property taxes, special assessments, penalties, costs, and interest which must be reinstated and computed by the county auditor.⁶⁷²

⁶⁶⁷ See Section 6710 for more information about the special assessments which are cancelled at the forfeiture.

⁶⁶⁸ Minn. Stat. 282.251.

⁶⁶⁹ Minn. Stat. 282.251.

⁶⁷⁰ See Section 6710 for more information about the real property taxes, penalties, costs, and interest which are cancelled at forfeiture.

⁶⁷¹ Minn. Stat. 282.251.

⁶⁷² Minn. Stat. 282.241; 282.251. These items are explained in earlier subsections of this section.

RECEIVED

JAN 31 2019

AUDITORS OFFICE

January 28, 2019

Meeker County Board of Commissioners:

I am writing you to convey some background as to how my property went back to the State and why. Moving forward my plan to get the back taxes up to date and the plan I have in place to sell the property so I can get the necessary equity out of my land and move forward.

1. Hardship encountered;

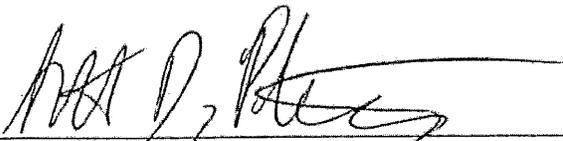
In 2011 I went through a divorce, as part of the divorce I lost my house and equity in the house. As a result I could not get a loan and have permanent address. Currently have a contract for deed on current house. All I had left from divorce was a 2003 Ford Taurus.

2. Benefit to public

I have a purchase agreement in place to sell, as soon as deed is received. All back taxes and money owed to county will be paid back once the re purchase is approved.

3. Plan moving forward to keep taxes up to date and property clean.

To sell to private party who will keep taxes up to date and property clean



SCOTT. D. Peterson

RECEIVED

JAN 31 2019

AUDITORS OFFICE

Summary of letter from Scott D. Peterson to Meeker County Board:

Hardship encountered:

In 2011 I went through a divorce, as part of the divorce I lost my house and all equity in the house. As A result, I could not get a loan and had no permanent address. I currently have a home on a contract for deed. All I took from my divorce was a 2003 Ford Taurus. Currently I have a purchase agreement in place with a private party as soon as deed is received

Benefit to public:

All back taxes and money owed to County will be paid back once the re purchase is approved

Plan moving forward to keep taxes up to date and property clean:

To sell to private party who will keep taxes up to date and property clean.

BREEN & PERSON LLP
Attorneys At Law

JAN 31 2019

AUDITORS OF COURT

January 30, 2019

RE: 27381 742nd Avenue, Dassel, MN (PID 07-0015000)

To the Meeker County Board and County Staff,

I represent Scott D. Peterson, the former owner of said parcel. Mr. Peterson has lost his property to the County through tax forfeiture. He has, however, complied with state law by presenting a letter detailing hardship, service to public interest and future intentions to repurchase his property as requested by Meeker County. Funds will be made available at Meeker County's request or at the day of approval, whichever County prefers.

The Board has on their agenda the review of said request for re-purchase. We've heard rumors that the Board might deny said request. A justification could be that the property and subsequent dealings with Mr. Peterson were difficult, but as Mr. Peterson detailed in his attached request, there were both emotional and financial circumstances in play as a result of his divorce proceedings that had an unintentional adverse effect on his ability to maintain the Meeker County property responsibilities. The lot has now been cleaned up by the County. As such, the funds to be presented by Mr. Peterson will include reimbursement for all property upkeep charges incurred by Meeker County. Our fear is that the Board's real motivation is profit as some neighbors and/or outside parties would pay top dollar to acquire this lake lot. It is our position that the statute is intended to benefit homeowners and the County should not profit over Mr. Peterson's past misfortune. Again, our position will be that Mr. Scott D. Peterson has complied with the statute and I respectfully request you honor the statute and his request for re-purchase of his Meeker County property.

BREEN AND PERSON, LTD.



J. Brad Person

B M Stucco, Inc.

3715 25th Street NE
Sauk Rapids
Minnesota 56379

Jim Berg - Project Est./Manager
Mary Ann berg - Owner
bmstuccojim@yahoo.com

cell 320-420-6065
office 320-259-1862
fax 320-259-1771

Bid Fax Form

Project Name: Meeker County Courthouse / Stucco Repair
Litchfield, MN

Date of Quote: August 20, 2018
(note all bids good for 30 days)

Sections Bidding: Exterior Insulation & Finish System

Labor & Material, taxes included
With manufactures detailed shop drawings only

Qualifications: No Sheltering or Heating
No Sealants or Flashing in Base Bid
Bid includes Water-Barrier behind ALL EIFS Only
Mech Fastened & Adhesively Applied first layer of 2" Bead Bd. Ins.
Applying 2nd of 2" Bead Board, with Basecoat Intermediate 6oz Fiberglass Mesh
and Acrylic Finish Coat.
* Additional EIFS at Removed Window Area *

Addendums Noted: None

Alternates: Add for Sealants at perimeter of EIFS Areas
Add \$ 1,750.00

Add for Removing Extg. Window. \$ 2,900.00

Add for Installing Steel Stud Wall in replace of Window, Batt Insulation, Taped,
and Ready for Paint. \$ 3,100.00

Base Bid Amount: \$ 50,500.00



THE GARLAND COMPANY, INC.

High Performance Roofing And Flooring Systems
3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

Thursday January 23rd, 2019

Attn: Mr. Paul Virnig & Mr. Joel Ramthun

Meeker County
325 North Sibley Avenue
Litchfield, MN 55355

We hereby propose to provide the material and labor to perform the work described below. The material detailed on the attached document is to be purchased directly by the owner via U.S. Communities contract. The labor is to be performed at the rate listed below:

Scope of Work

- **Courthouse Metal Wall Systems**
 - Design, Engineering, Misc. Materials, and Shop Drawings
 - Inspection and Monitoring of Installation.
 - Removal of Existing Window on South Side Wall of East Entrance Wall.
 - Install Wall w/ Steel Studs and Plywood.
 - Clean and Prime Wall.
 - Install Self-Adhering Ice and Water Shield.
 - Add 2" Mineral Wool Insulation Under Both Systems.
 - Install Vented Metal Hat Channel Attachment Bracket for Both Systems.
 - Install R-Mer Wall Panel System on South Wall.
 - Metal Color to be Selected from Standard Color Selection Chart.
 - Install Element Metal Wall Panel System on East Entrance Walls
 - Metal Color to be Selected from Standard Color Selection Chart.
 - Install 24 GA. Prefinished Metal Flashings Along Building as Needed.
 - **20-Year Finish Warranty & 10-Year Watertight Warranty.**

<u>U.S. Communities Material, Engineering, and Freight:</u>	\$65,204.00
<u>Labor & Misc. Materials:</u>	\$62,700.00

Grand Total: **\$127,904**

If you have any questions regarding this proposal or need our assistance on other matters, please contact me.

Section 21
WIRELESS COMMUNICATION DEVICE POLICY
Adopted February 5, 2019

21.1 Purpose

This policy is designed to ensure standard and appropriate use of wireless communication devices and services by County employees, divisions, departments, and offices.

21.2 Scope

This policy shall apply to all Meeker County employees and elected officials.

21.3 County Oversight

- A. Department Heads will determine if a County-provided wireless communication device is necessary to complete job functions, enhance public service, or ensure employee safety. The Department Head will complete *The Meeker County Wireless Communication Device End User Agreement*, acquire necessary signatures, and provide a copy to the County Administrator.
- B. Wireless communication devices and data services are purchased through a commercial account managed by the County Administrator or designee. The provider is predetermined by the County Administrator and/or County Board, and equipment is supported by the County Administrator and IT staff.
- C. The County Administrator is responsible for decisions when it involves exceptions, discrepancies, or interpretations of this Policy.
- D. While at work, employees are expected to exercise good judgment in using wireless communication devices. Excessive personal use during the work day, regardless of the device used (personal or county-owned), can interfere with employee productivity and be distracting to others. Employees are to make personal calls before and after work and during break and lunch periods. Employees are required to keep phone on silent or vibrate mode while in County buildings.
- E. Users may be subjected to discipline procedures for violations of this Policy.

21.4 County-Owned/County-Provided Cellular Service Device

- A. Information Technology will provide standard hardware options.
- B. County device must not be used by other individuals including employees' children and/or other family members.
- C. Replacement of devices will be based on business needs and is not guaranteed.
- D. The phone number of a County-owned/County-provided wireless communication device will be published in the County directory.

- E. Employees are expected to check device as is necessary to perform the duties of their position and respond to communications received.
- F. Employees must get Department Head approval to install optional applications. Only applications necessary to enhance job function will be allowed and supported by Information Technology.
- G. The device is the property of Meeker County and shall be surrendered upon request.
- H. County-owned wireless communication devices are the property of the County and are to be used for County purposes. Employees with County-owned devices should have no expectation of privacy in anything they create, store, send or receive using a County-owned device.
- I. Personal use of a County-owned device is allowed when it is incidental and *de minimis*. Incidental personal use is defined as communications of minimal duration and frequency. Such personal use is never allowed for use to operate a personal business or to conduct non-county employment.
- J. Use of a County-owned wireless communication device outside of normal business hours is not allowed, except when needed for County business.
- K. The Department Head is responsible for monitoring employee use of County-owned devices.
- L. If a County-owned wireless communication device or related equipment is damaged due to employee negligence, the employee may be responsible for the full cost of replacement of the device or related equipment. In the event a County-owned device or related equipment is lost or stolen, notify the County Administrator Department and Department Head.
- M. If the County-owned wireless communication device is upgraded, the old device and related equipment is collected by the County Administrator Department.
- N. County-owned devices and related equipment, which are no longer needed for use by other employees within the department, are collected by the County upon separation from County employment and the device is removed from the County plan. In the event the device and related equipment is not returned to the County, the cost of the device and related equipment will be deducted from the employee's final paycheck.
- O. County-owned wireless communication devices used for county business are required to be passcode protected to operate and will be required to default to passcode access when not in use.
- P. Information, video and audio, stored on the device could be classified as public, private, or other data and is governed by Minnesota Statute Chapter 13 and must be treated accordingly.

- Q. Information stored on the device should be retained according to the Records Retention Schedule.
- R. Mobile Device Management software, and 2 Factor Authentication (2FA) will be installed on all County-owned wireless communication devices.

21.5 Prohibited Activities

Employees carrying a County-owned wireless communication device are prohibited from the following:

- A. Using the equipment for personal profit or gain.
- B. Using equipment to transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials, or materials containing unclothed or partially clothed people.
- C. Violating any local, state, or federal law or engaging in any type of illegal activity.
- D. Using the device to engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment or discrimination based upon race, gender, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and County policy.
- E. Using the equipment to engage in any type of commercial enterprise unrelated to the specific purposes and needs of the County.
- F. Using the equipment to engage in any form of solicitation without express prior written consent of the Department Head.
- G. Using the equipment to promote any political or private causes, or other activities without the express prior written consent of the Department Head.
- H. Pursuant to §169.475, no person may operate a motor vehicle while using a wireless communication device to compose, read, or send a communication message, when the vehicle is in motion or a part of traffic. This does not apply if the wireless communication device is used:
 - 1. Solely in a voice-activated or other hands-free mode;
 - 2. For making a cellular phone call;
 - 3. For obtaining emergency assistance to (i) report a traffic accident, medical emergency, or serious traffic hazard, or (ii) prevent a crime about to be committed;
 - 4. In the reasonable belief that a person's life or safety is in immediate danger; or
 - 5. In an authorized emergency vehicle while in the performance of official duties.
- I. Communication with device shall be done as to not violate the open meeting law.

It is understood that employees of the Meeker County Attorney's Office, Sheriff's Office, and Social Services Department may be exposed to sexually explicit materials and other materials

of a sensitive nature within the usual course and scope of their employment. Materials that are part of an ongoing investigation or prosecution shall not form the basis for a violation of prohibited activities under the County Personnel Policies unless the materials are used with the intent to sexually harass another person.

21.6 Personal Wireless Communication Devices

It is recognized that some employees may choose to use personal wireless communication devices to access County email. Employees that opt to do so agree to comply with the following:

- A. Device and applications will not be supported by Meeker County Information Technology Staff.
- B. Permission to access County e-mail from a personal device must be granted by employee's Department Head, and documented using the *Meeker County Wireless Communication Device End User Agreement* form.
- C. County email and other data belonging to the County shall remain the property of Meeker County in all circumstances, and the County will take measures to maintain the data, including removing all data from the device, if necessary.
- D. Mobile Device Management software, and 2 Factor Authentication (2FA) will be installed on any personal wireless communication device that has been granted permission to access County email.
- E. Refusal to allow installation, or removal of installation, of Mobile Device Management software shall result in the removal of access to County email on personal communication device(s), and the employee may be subject to disciplinary measures.
- F. Loss or damage of the device is not covered by Meeker County.
- G. Meeker County is not responsible for any data overage charges an employee may incur based on individual cellular data plan.

21.7 MN Government Data Practices

- A. Employees are required to safeguard any County information or conversations discussed on any personal wireless communication device used for County business, and are required to maintain any County data stored or accessible on the device according to its classification under the Minnesota Government Data Practices Act (MGDPA).
- B. Any wireless communication device used for PUBLIC PURPOSES may contain governmental data and is therefore, subject to inspection upon request of the employer in the course of an investigation. This means that employees using their own devices for work purposes do so at the risk of having those devices seized if there is an investigation or a litigation hold.

