

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 24, 2026

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Katia Gorsuch, Finance Director Carol Lapham, Coordinator Brent Parker, EDA Director & Coordinator Support Allison Wagner, Financial Assistance Fiscal Supervisor Heidi Harms, Public Health Supervisor Jordan Knoke, Engineer Brian Pogodzinski, Highway Maintenance Foreman Jordan Goeden, Larry Gaustad, John Beckman, and Mark Klinski

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Zehnder, seconded by Commissioner Johnson, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Johnson, seconded by Commissioner Schuldt, motion carried unanimously to approve the meeting minutes from February 17, 2026.

Public Comment:

John Beckman from Houston Township said he was there on behalf of the Houston County Township Association. He said the townships saw there would be talk about the quarter, quarter rule at the meeting. He said the townships meant no disrespect, but they felt that the 1 per quarter, quarter rule was good. He said the benefits to the rule outweighed the negatives. He urged the board to keep things the status quo.

APPOINTMENTS

Interim Auditor/Treasurer, Polly Heberlein, reviewed the County's Cash and Investments through December 31, 2025. Heberlein said the County had 54 investment accounts with a total balance of \$10,637,207.86.

CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to approve the consent agenda. Approved items are below.

- 1) Change the employment status of Nicole Karl, Eligibility Worker, from probationary to regular, effective March 2nd, 2026.

ACTION ITEMS

File No. 1 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2026 Community Clinic Grant Agreement with Minnesota Department of Health in the amount of \$13,873 and authorize Public Health Supervisor/CHS Administrator to sign the grant agreement.

File No. 2 – Commissioner Schuldt moved, Commissioner Zehnder seconded, motion unanimously carried to accept the Garden-in-a-Box Program from the Minnesota State Horticultural Society and authorize Public Health Supervisor to accept the application.

File No. 3 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve purchase of Skid Steer from RDO Equipment for the John Deere 324 G. Bid is below.

Houston County Highway Department 2026 Equipment

Agenda Item	RDO Equipment Co John Deere 324G	Midwest Machinery John Deere 324G
Skid Steer	89,196.00	64,000.00
Sourcewell Contract Discount	(26,758.80)	
RDO Discount	(3,000.00)	
Skid Steer Purchase Price	59,437.20	64,000.00

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

REVIEW LICENSE CENTER PAYMENTS**2026/02/13 AUDITOR WARRANTS:**

VENDOR NAME	AMOUNT
HOUSTON COUNTY TREASURER	98,343.43
OLMSTED SWCD	5,686.88
SE SWCD TECHNICAL SUPPORT JPB	21,689.15
WABASHA COUNTY SWCD	25,211.95
	<hr/> 150,931.41
10 VENDORS PAID LESS THAN \$2000.00	4,500.58
	<hr/> <hr/> 155,431.99

REQUEST APPROVAL FOR PAYMENTS**2026/02/24 COMMISSIONER WARRANTS:**

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,213.71
ELECTION SYSTEMS & SOFTWARE INC	3,165.00
ENTERPRISE FM	11,306.11
EPA AUDIO VISUAL INC	4,416.27
INSIGHT PUBLIC SECTOR	2,782.30
MORRIS ELECTRONICS INC	3,624.95
NUSS TRUCK & EQUIPMENT	2,764.78
TREASURER TWP OF BLACKHAMMER	23,194.40
TREASURER TWP OF BROWNSVILLE	21,330.44
TREASURER TWP OF CALEDONIA	30,450.65
TREASURER TWP OF CROOKED CREEK	17,278.32
TREASURER TWP OF HOKAH	16,055.89
TREASURER TWP OF HOUSTON	18,882.92
TREASURER TWP OF JEFFERSON	6,736.03
TREASURER TWP OF LA CRESCENT	36,508.12
TREASURER TWP OF MAYVILLE	20,174.24
TREASURER TWP OF MONEY CREEK	28,559.54
TREASURER TWP OF MOUND PRAIRIE	27,706.03
TREASURER TWP OF SHELDON	14,185.79
TREASURER TWP OF SPRING GROVE	23,240.56
TREASURER TWP OF UNION	16,112.67
TREASURER TWP OF WILMINGTON	26,921.35
TREASURER TWP OF WINNEBAGO	17,043.40
TREASURER TWP OF YUCATAN	22,045.65
	<hr/> 396,699.12
16 VENDORS PAID LESS THAN \$2000.00	7,825.46
	<hr/> 404,524.58
PUBLIC HEALTH & HUMAN SERVICES	86,778.45
	<hr/> <hr/> 491,303.03

DISCUSSION ITEMS

The Commissioners discussed the quarter/quarter rule in Houston County as requested for discussion by Commissioner Myhre. Commissioner Myhre said he wanted more people to be able to live next to their parents, and wanted to make it easier for people to come back to Houston County to live. He said he wanted to change the rule to two per quarter, quarter. Commissioner Myhre said he didn't know how people could afford 40 acres. Commissioner Johnson explained that people did not need to own 40 acres to build in Houston County, rather it simply needed to be an open quarter, quarter to build a house with a conditional use permit. Commissioner Schuldt said he didn't want to see farmland lost in Houston County but asked if there was a way to preserve prime ag land, and also allow more housing in Houston County. Commissioner Schuldt said he wanted to look at all options. He gave an example of someone who had wanted to build where a former homestead had been. Commissioner Zehnder said he had had a lot of time to think about the matter and he did not think it was the right time to look at another large topic. He said the County was already considering a solar ordinance, a possible shotgun ordinance, and other things that needed to be handled first. Commissioner Johnson was not in favor of changing the rule and suggested waiting until the full board could discuss the matter and decide if it should be looked into further as Commissioner Wright was absent. He said it did not make sense to study the matter and use staff time if the rule didn't end up being changed. Commissioner Johnson quoted the Comprehensive Land Use Plan saying: "The County has enacted zoning ordinances that permit for agricultural use by right and has historically limited development of single family residences to densities of one dwelling unit per one 40 acre quarter, quarter section in past iterations of agricultural zoning districts. The County has also strived to continue to preserve commercial agriculture as a viable, permanent land use and as a significant economic activity in the County". Commissioner Johnson said for farmers in the County like himself the ag land in the County was their office. Commissioner Myhre asked if they had to wait three or four years to look into the matter. Commissioner Myhre said Houston County's Comprehensive Land Use Plan was the "worst" he had ever seen. Commissioner Johnson reminded Commissioner Myhre that Commissioner Myhre had voted yes to adopt the plan. No official decisions were made on the matter. It would be discussed again when the full board was present.

Coordinator Parker said Houston County's Resolution they had passed, Resolution No. 26-08 A Resolution of the Houston County Board of Commissioners Opposing the Proposed 765 kV "Gopher to Badger Link" Transmission Project Within Houston County, Minnesota had been submitted to the Public Utilities Commission (PUC) the week prior. The comment was still not showing in the State's system, and the County had heard from others that some comments from last week were also not showing. Wagner had contacted the State PUC that morning. The PUC was looking into the matter.

The Commissioners discussed recent and upcoming meetings including a Department Head Meeting and Root River Watershed One meeting.

Commissioners Myhre and Schuldt said they had not been given enough notice to attend the township meeting the day prior.

Closing Public Comment:

Mark Klinski from Union Township said he was part of the Houston County Township Association. He said he thought the County was capable of discussing more than one rule at a time including the quarter, quarter rule. He said the Townships would be having their annual meeting in early April and they would make sure to invite the Commissioners in advance.

There being no further business, a motion was made by Commissioner Zehnder, seconded by Commissioner Johnson, motion unanimously carried to adjourn the meeting at 10:30 a.m. The next meeting would be a regular meeting on February 24, 2026.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Brent Parker, Coordinator

Houston County Agenda Request Form

Date Submitted: 2/23/2026

Person requesting appointment with County Board: Bethany Moen, Social Services Supervisor

Will you be doing a power point or video presentation: _____ Yes ___ x NO

Issue:

Accept donation of \$100.00 from Winona Community Foundation on behalf of the Fastenal Blue Team Giving fund for foster care children in Houston County.

Attachments/Documentation for the Board's Review:

This is a donation to Houston County Social Services from Fastenal Blue Team Giving 2025 Angel Giving Tree. Check with gratn disbursement account detail.

Justification:

Action Requested:

Accept donation

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

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



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING

AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: 3/3/26

Date Request Submitted: 2/24/26

Submitted By (Name and Title): Jordan Knoke, PH Supervisor

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Consent Agenda Request:

- 1) Approval of Purchase Contract for Mosquito Abatement Services with Driftless Region Vector Control LLC.

Action Item Request:

Discussion Item:

- 1)

Background/additional information can be typed below and/or included with request:

Contract attached. Joseph Writz is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses and can provide these services.

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 18th of February, 2026 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and Houston County, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal address is PO Box 111, Onalaska, WI 54650.

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

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

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

Communities/Areas to canvass include:

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

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

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

May 1, 2026 to December 31, 2026

III. PAYMENT FOR SERVICES.

- a. Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$2,910. Payments will be made as follows:

Date and Payment Amount

1 st of May, 2026	<u>\$1,455</u>
1 st of August, 2026	<u>\$1,455</u>

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

IV. INSURANCE.

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

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

V. INDEMNITY AND HOLD HARMLESS.

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

VI. INDEPENDENT CONTRACTOR STATUS.

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

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

VII. EXPENSES OF SERVICES.

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

VIII. DATA PRACTICES COMPLIANCE.

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

IX. SEVERABILITY.

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

X. CONTRACT REVISION AND/OR TERMINATION.

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

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

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

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

XI. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.

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

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

ii. Violated any federal or state antitrust statutes; or

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

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

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

ii. Violating any federal or state antitrust statutes; or

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

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

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

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

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

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

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

DRIFTLESS REGION VECTOR CONTROL LLC

By: _____

Joseph Writz
Owner

_____ Date

HOUSTON COUNTY

By: _____

John Pugleasa
Public Health & Human Services Director

_____ Date

By: _____

Samuel Jandt
County Attorney

_____ Date

By: _____

Name: _____
County Board Chair

_____ Date



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: March 3, 2026
Date Request Submitted: February 25, 2026
Submitted By (Name and Title): Brian Pogodzinski, County Engineer

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Request the Board approve the Airport Lease Agreement with the City of Caledonia, MN to lease a vehicle from the County to provide a courtesy car for the Houston County Airport.

Consent Agenda Request:

1)

Action Item Request:

Approve the Airport Lease Agreement with the City of Caledonia, MN.

Discussion Item:

1)

Background/additional information can be typed below and/or included with request:

It has been discussed that a courtesy car at the Houston County airport would be beneficial to attract people to the airport and the community. However, the County has no mechanism to provide insurance for a courtesy vehicle as the MN Counties Intergovernmental Trust does not allow it. Attempts to purchase private insurance were exhausted. However, The League of MN Cities does cover airport courtesy cars so this agreement was written to mutually benefit both the County and the City.

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

AIRPORT LEASE AGREEMENT

PURPOSE. The Houston County Airport Commission desires to provide a courtesy motor vehicle available to pilots who use the Houston County Airport.

PARTIES. The parties to this lease agreement are the City of Caledonia (hereinafter, “City”) and the County of Houston (hereinafter, the “County”), both political subdivisions organized and existing under the Constitution and the laws of the State of Minnesota.

NOW THEREFORE, in consideration of the mutual promises and agreement contained herein, the City and County do agree as follows:

I. TERM OF AGREEMENT

This agreement shall be effective on December 9, 2025, or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through December 31, 2030, unless cancelled pursuant to the provisions set forth in clause IV herein.

II. CITY DUTIES & RESPONSIBILITIES

- A. The City shall lease a motor vehicle from the County for \$1.00.
- B. Payment is due at the signing of this agreement.
- C. The City shall be responsible for providing insurance for the motor vehicle through the Minnesota City Insurance Trust (MCIT).
- D. The City shall provide the County with proof of insurance.
- E. The City shall be responsible for implementing any policies and use of the courtesy motor vehicle agreement to pilots.

III. COUNTY DUTIES & RESPONSIBILITIES

- A. The County has identified the motor vehicle as a 2015 GMC Yukon.
- B. The County shall be responsible to maintenance to the motor vehicle.
- C. If the motor vehicle needs to be replaced during the term of this lease, the County shall provide an alternative motor vehicle and a modification of this agreement shall occur to identify the alternative motor vehicle.

IV. CANCELLATION AND TERMINATION

This contract may be canceled by either the City or County at any time, with or without cause, upon thirty (30) days written notice to the other party.

V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this agreement must be sent to the other party's authorized representative.

A. City's authorized representative for the purpose of administration of this agreement is:

Name: Jake Dickson
 Address: 231 East Main Street, Caledonia, MN 55921
 Telephone: 507-725-3450
 E-Mail: Jdickson@caledoniamn.gov

B. County's authorized representative for the purpose of administration of this contract is:

Name: Brian Pogodzinski
 Address: 1124 E. Washington
 St, Caledonia MN
 55921
 Telephone: 507-725-3925
 E-Mail: BPogodzinski@hocomn.gov

VI. ASSIGNMENT

No party shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

VII. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the City or the County.

VIII. BUSINESS RECORDS.

Each party shall keep such business records pursuant to this Agreement. Each party shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Each county shall have the right to audit and review all such documents and records at any time during the other party's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

IX. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of nature, unusually severe weather, terrorism, war, acts of public authorities other than the parties or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

X. WAIVER

The failure of either party to enforce any provisions of this contract shall not constitute a waiver by that party of that or any other provision.

XI. INTEPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Each party hereby consents and submits to the jurisdiction of the appropriate courts of the State of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

XII. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XIII. MERGER CLAUSE

This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. MUTUAL INDEMNIFICATION

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expense, claims or action, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising



HOUSTON COUNTY

BOARD OF COMMISSIONER MEETING

AGENDA REQUEST FORM

Historic Courthouse
304 S Marshall Street
Caledonia, MN 55921

Board Meeting Date: March 3, 2026
Date Request Submitted: February 25, 2026
Submitted By (Name and Title): Brian Pogodzinski, County Engineer

Please fill in item(s) requested for agenda in correct category below. Add numbers as needed.

Appointment Request:

Request to hire one summer-help employee to assist with paving projects.

Consent Agenda Request:

1)

Action Item Request:

Approve the hire of one summer help employee.

Discussion Item:

1)

Background/additional information can be typed below and/or included with request:

In reviewing the staffing for the summer projects, it would be beneficial to add one summer help employee to assist the highway surveyor in staking for the projects on CSAH's 7, 13 and 18.

Current request is for a student who can work 100 days at 8 hrs per day.
 Total cost = \$ 15,136 with fringe (FICA, PFML)

Note: Please submit all agenda request forms and supporting documentation to the BOC email at **BOC@HoCoMN.gov** by noon the Thursday before each BOC meeting to be included on the agenda. If your department needs a resolution number, please ask for the number ahead of time via the BOC email. Resolutions should be emailed in word format so they can be easily copied and pasted into the meeting minutes. Departments are responsible for scheduling their own public hearings, but please email the BOC to verify a date and time is available prior to advertising the hearing to ensure we do not double book times. Questions regarding agenda requests and board meetings can be sent to the BOC email. Thank you!

REQUEST APPROVAL FOR PAYMENT**2026/03/03 COMMISSIONER WARRANTS:**

VENDOR NAME	AMOUNT
CALEDONIA OIL CO INC	5,647.00
DAHL AUTOMOTIVE	5,561.12
DAVE SYVERSON TRUCK CENTER	252,368.07
DLT SOLUTIONS LLC	5,383.04
MN STATE AUDITOR	10,844.50
VERIZON WIRELESS	2,947.35
WIEBKE TIRE CO	3,258.96
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	286,010.04
20 VENDORS PAID LESS THAN \$2000.00	9,207.07
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	295,217.11
PUBLIC HEALTH & HUMAN SERVICES	25,611.66
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	<u>320,828.77</u>